

NEWPORT CITY COUNCIL AGENDA

November 21, 2022 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 **Mayor** and all business of the City is conducted in accordance with State of Washington laws and Newport Resolution number 10410 City Council Rules of Procedure, adopted January 04, 2010. If you require any reasonable accommodation to participate in the council meeting, please contact the City at (509) 447-5611 forty-eight (48) hours prior to the meeting.

YOUR ELECTED OFFICIALS

MAYOR KEITH CAMPBELL
COUNCILMEMBER KENNETH SMITH
COUNCILMEMBER JORDAN BOWMAN
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:

CITY ADMINISTRATOR COMMENTS:

NEW BUSINESS:

Water overage waive request – Kathy Bennett

Public Hearing on Revenue Sources and Budget Amendments – Nickole North, City Clerk/Treasurer

Motion to approve Resolution 11212022 increasing the regular property tax levy and authorizing for the levy to be collected in the 2023 tax year – Nickole North, Clerk/Treasurer

Motion to approve Resolution 01012023 revoking all prior fee resolutions and adopting a new fee schedule – Abby Gribi, City Administrator

Motion to allow the Clerk/Treasurer to sign the Treasury Management Services Enrollment Form with Mountain West Bank – Nickole North, Clerk/Treasurer

Motion to approve Agreement NP2022-23 with Everbridge for Nixle services – Abby Gribi, City Administrator

BILLS & PAYROLL:

CLAIMS CHECKS 65309-65341	\$40,422.10
CLAIMS EFT 11/17/2022 Run 1-5	\$9,352.68
CLAIMS DIRECT PAY 11/17/2022 Run 1-8	\$7,114.00
PAYROLL E-CHECKS 1331-1338; Dir Deposit Run 11/04/2022	\$66,991.49

WORKSHOP:

Discussion on Business Licenses – Abby Gribi, City Administrator

ADJOURNMENT:

MINUTES OF THE NEWPORT CITY COUNCIL MEETING ON
November 07, 2022

A meeting of the Newport City Council was held on November 07, 2022, at 6:00 PM in Council Chambers, City Hall, 200 S. Washington Avenue, Newport, Washington, with the following present:

	Keith Campbell	Mayor
	Abby Gribi	City Administrator
	Nickole North	Clerk/Treasurer
	Kendel Froese	City Attorney
Kenneth Smith		Councilmember
Jordan Bowman		Councilmember
Jami Sears		Councilmember
Mark Zorica		Mayor Pro Tem
Nathan Longly		Councilmember

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

APPROVAL OF AGENDA & MINUTES:

Councilmember Zorica moved to approve the agenda and the minutes from the October 17, 2022 Council Meeting; Councilmember Longly seconded. Motion carried.

MAYOR AND COUNCIL COMMENTS:

Mayor Campbell stated that he appreciates the Public Works Crew removing snow from the streets. He reminded everyone to vote; tomorrow is the day! Mayor Campbell also thanked Councilmember Sears for coordinating the 800 hot dogs and around 900 pieces of candy that were given out. Councilmember Zorica stated that he felt it was the biggest Halloween event he's noticed. He thanked the businesses downtown for participating. Councilmember Longly thanked all of the volunteers that helped with the event.

Councilmember Smith stated that a traffic expert from Department of Transportation would gladly come and talk to the Council regarding the traffic issue by the Mountain West Bank.

AUDIENCE PARTICIPATION:

Rob Parker, 607 West 4th Street, Newport, WA asked about donating ornaments from students again this year for the Christmas tree. He was directed to contact Sue Mauro who is heading up the Christmas tree event for the Chamber.

Lisa Johnson, 447 S. State Street, Newport, WA spoke regarding the Clark Annexation. She has concerns about future development should the property be annexed into the City. If certain building options are allowed once annexed then she is opposed to the annexation.

Robert Rosencrantz residing at 615 W. Pine #14, Newport, WA told City Administrator Gribi well done and thank you for helping the Town of Ione get funding from Tri County Economic Development. He stated that without her perceptiveness it would not have gotten done.

Thomas Foster, 728 S. Newport Avenue, Newport, WA is concerned about the Clark Annexation.

CITY ADMINISTRATOR COMMENTS:

City Administrator Gribi stated that it was Deputy Clerk/Treasurer Cindy Endahl's last day. She has worked for the City 24 years and 25 ½ years working in Pend Oreille County.

A tree has been purchased and will be decorated but it is not taking anything away from the Chamber's festivities. The annual parade will be the 1st Saturday in December.

Ms. Gribi and Police Chief Duxbury met with a vendor regarding Nixle notification and having our own. Currently this can be done through the County but it would be nice for the City to have the ability to send out their own notifications. The quote is for \$3,300 per year with a one time set up fee of \$264. This would be setup for Streets, Water, Sewer and Police.

During the budget session, a new plow was discussed. She and Public Works Director North traveled to Deer Park to look at their plow, which they highly recommend. Ms. Gribi asked that some of the ARPA funds be moved from the Sewer Fund to the Current Expense Fund as revenue loss and that she be authorized to order the plow. Quotes were coming in on other plows for around \$53,000, this plow delivered would cost \$45,000. Councilmember Longly moved to allow City Administrator Gribi to order the plow and move ARPA funds from the Sewer Fund to the Current Expense fund as revenue loss; Councilmember Zorica seconded. Motion carried.

NEW BUSINESS:

Councilmember Longly moved to approve Ordinance 2107 under RCW 35A.14.120 and 36.70B.170 providing for the annexation of certain real property to the City of Newport, Washington; Commonly known as the "CLARK ANNEXATION"; Providing for the assumption of existing indebtedness; adopting the comprehensive land use plan and zoning designation of said real property with the conditions provided; Councilmember Smith seconded. Motion carried.

Councilmember Zorica moved to approve Agreement NP2023-01 Interlocal Governmental Contract for Dispatch Communication Services between The City of Newport, Washington and Pend Oreille County January 01, 2023 through December 31, 2025; Councilmember Sears seconded. Motion carried.

Councilmember Zorica moved to approve Resolution 11072022 declaring 2013 Chevy Tahoe with VIN number 1GNSK2E00DR114967 owned by the City of Newport to be excess and surplus property and authorizing the means of disposal; Councilmember Bowman seconded. Motion carried.

Councilmember Sears moved to approve Resolution 11082022 declaring Pitney Bowes Postage Machine with serial number 0856985 and City Tag ID 001423 owned by the City of Newport to be excess and surplus and authorizing the means of disposal; Councilmember Longly seconded. Motion carried.

Councilmember Bowman moved to approve Resolution 11092022 adopting a fee schedule for City Operator/Equipment; Councilmember Sears seconded. Motion carried.

Councilmember Longly moved to approve Resolution 11102022 setting the salaries for each step within each employment classification & establishing a COLA to be used in 2023 for city employees; Councilmember Smith seconded. Motion carried.

Councilmember Sears moved to approve Agreement NP2023-02 Cooperative Building Maintenance Contract between the Board of Trustees of the Pend Oreille County Library District and the City of Newport; Councilmember Bowman seconded. Motion carried.

Councilmember Longly moved to approve the updated Maintenance Worker Journey Level job description; Councilmember Sears seconded. Motion carried.

BILLS & PAYROLL:

Councilmember Smith moved to approve the bills and payroll; Councilmember Zorica seconded. Motion carried.

CLAIMS CHECKS 65281-65308	\$56,158.32
CLAIMS EFT 11/02/2022 Run 1-8	\$69,873.97
PAYROLL EFTS 1323-1330 & DIRECT DEPOSIT 10/19/2022	\$67,828.59

ADJOURNMENT:

The meeting was adjourned at 7:06 PM.

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

By: _____
Keith Campbell
Mayor



CITY OF NEWPORT, WASHINGTON

COPY

November 7, 2022

Kathy Bennett
127 McAvoy Rd.
Newport, WA 99156

RE: Water Overage Charges

Dear Ms. Bennett:

Please be advised that your email was received October 21, 2022 and reviewed regarding the waiver of the water overage charge on account #1274.0.

Although we are sympathetic to your situation, the Council passed an ordinance stating that the finance department is not authorized to reduce water billings due to leaking toilets, faucets, hose bibs or other fixtures.

The total amount due is \$456.94, please pay this amount by November 20, 2022.

On behalf of the City, I would like to thank you for your prompt response to this matter. The City greatly appreciates you making the needed repairs. If you have any further questions please contact Tiffany at 447-6495.

Sincerely,

Nickole North, MMC, CPFA
Clerk/Treasurer

accounting

From: kathy bennett <benk300@icloud.com>
Sent: Friday, October 21, 2022 10:17 AM
To: accounting
Subject: Water Leak at 127 McAvoy Rd

Good morning. My bill for September was almost tripled at \$282 and discovered I had a leak in one of my toilets after Shay(?) read my water bill for a second time. I had no idea the toilet was leaking as it's a power flush model; there is very little water in the tank, and I could not hear it running. Thanks to Shay, he was able to pinpoint where the leak most probably is and I ordered the part on Monday, 09/17. I checked plumbing supply stores, Home Depot, Lowes, and was told it's not a part anyone normally keeps in stock and had to be ordered. I'm still waiting for my part and it's supposed to be here either today or Monday. Attached is the part I ordered from Amazon.

Is it possible to receive a reduction of my bill? I'm retired and on a fixed income. I had no idea I had a problem at all in I received my bill.

Thank you for your time!

Kathy Bennett
127 McAvoy Rd, Newport
509-589-1039

Excess billed: \$333.69

Balance owed
\$456.94

SERVICE ORDER

SERVICE ORDER NUMBER: RDG-2022-012

SUBMIT DATE: 10/07/2022

REQUESTED BY: _____

CURRENT STATUS: Completed

City of Newport
200 S Washington Ave
Newport, WA 99156
509-447-5611

JOB	REQUESTOR CONTACT
Account number 1274.0 for the address on 127 N. McAvoy road and homeowner is saying that the overage doesn't make sense due to her lawn being dead.	Home owner Kathy Bennett 509-589-1039

TECHNICIAN NOTES
10/15/22 Shea completed the reading 778,700 Per Shea meter spinning when water off. Master toilet leaking. Shea advised her to fix within 10 days. 10/21 Received email. Owner has purchased part. She requested a bill reduction. 10/24 Advised unable to reduce charges until it is repaired. 11/4 Client advised the repair is completed. Scheduled Shea to check meter today. Advised customer. 11/4 Meter read 793,300. Confirmed leak had been fixed, and meter not running.

I agree that all work has been performed to my satisfaction

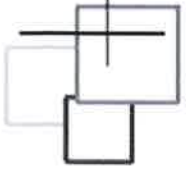
Signature: _____

Completed Date: _____

Date: _____

Thank you for your Business!

Estimated Revenue



Starting Account Number: 001-000-000-308-91-00-00 Beginning Unassigned Balance
 Ending Account Number: 633-000-000-389-30-00-03 Leasehold Excise Tax Remit
 Period: 2022

Account Number	Description	Budget 2021	Actual 2021	Budget 2022	Actual 2022	Budget 2023
Current Expense						
Revenue						
001-000-000-308-91-00-00	Beginning Unassigned Balance	\$1,286,000.00	\$1,075,085.42	\$1,154,500.00	\$1,107,640.11	\$1,139,000.00
Taxes						
001-000-000-311-10-00-00	General Prop Taxes 60%	\$181,000.00	\$203,367.15	\$215,000.00	\$186,018.08	\$205,000.00
001-000-000-313-11-00-00	Local Retail Sales Tax 30%	\$133,000.00	\$149,755.63	\$149,000.00	\$142,524.44	\$170,000.00
001-000-000-313-11-00-01	Opt Retail Sales Tax 30%	\$133,000.00	\$149,755.63	\$149,000.00	\$142,524.44	\$170,000.00
001-000-000-313-71-00-00	Local Criminal Justice	\$26,000.00	\$23,772.74	\$26,000.00	\$32,662.34	\$35,000.00
001-000-000-316-47-00-00	Utility Tax-Phone 6%	\$35,000.00	\$32,928.63	\$35,000.00	\$31,025.28	\$36,000.00
001-000-000-316-47-00-01	Utility Tax - PUD 6%	\$177,000.00	\$226,007.16	\$240,000.00	\$236,754.12	\$240,000.00
001-000-000-317-20-00-00	Leasehold, Entitlements and Other Payments	\$1,000.00	\$3,299.82	\$1,000.00	\$726.30	\$1,000.00
Total Taxes		\$686,000.00	\$788,886.76	\$815,000.00	\$772,235.00	\$857,000.00
Licenses and Permits						
001-000-000-321-30-00-00	Temporary Permit/Fireworks Permit	\$500.00	\$140.00	\$500.00	\$120.00	\$500.00
001-000-000-321-91-00-00	Franchise Fee Cable	\$10,000.00	\$6,560.92	\$7,500.00	\$6,033.25	\$7,000.00
001-000-000-322-10-00-00	Building Permits	\$20,000.00	\$24,776.40	\$25,000.00	\$45,402.69	\$25,000.00
001-000-000-322-30-00-00	Animal Licenses	\$4,500.00	\$4,490.00	\$4,500.00	\$3,275.00	\$4,500.00
Total Licenses and Permits		\$35,000.00	\$35,967.32	\$37,500.00	\$54,830.94	\$37,000.00
Intergovernmental Revenues						
001-000-000-332-92-10-00	COVID-19 Non-Grant Assistance	\$306,923.00	\$307,223.00	\$307,223.00	\$307,223.00	\$0.00
001-000-000-332-92-10-01	COVID 19 Non-Grant Assistance County	\$0.00	\$0.00	\$0.00	\$19,633.71	\$0.00
001-000-000-333-21-01-90	Department of Commerce CARES Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-000-000-334-04-20-01	CERB Match EDC	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00
001-000-000-334-06-90-00	CERB Feasibility Study	\$10,000.00	\$9,875.00	\$0.00	\$0.00	\$0.00
001-000-000-335-00-91-00	PUD Privilege Tax	\$23,000.00	\$0.00	\$23,000.00	\$29,778.81	\$30,000.00
001-000-000-335-04-01-00	LE & CJ Leg One Time Cost	\$8,807.00	\$8,807.00	\$0.00	\$0.00	\$0.00
001-000-000-336-00-98-00	Reet City Assistance	\$73,000.00	\$122,459.11	\$92,000.00	\$63,974.50	\$107,000.00
001-000-000-336-06-21-00	CJ - Population	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
001-000-000-336-06-26-00	CJ Special Program	\$2,500.00	\$2,556.83	\$2,500.00	\$2,583.44	\$2,500.00
001-000-000-336-06-42-00	Marijuana Excise Tax	\$3,000.00	\$2,911.47	\$5,000.00	\$3,349.03	\$4,500.00
001-000-000-336-06-51-00	DUI Cities	\$500.00	\$357.36	\$500.00	\$242.79	\$500.00

Account Number	Description	Budget 2021	Actual 2021	Budget 2022	Actual 2022	Budget 2023
001-000-000-336-06-94-00	Liquor Excise Tax	\$13,500.00	\$15,271.02	\$19,000.00	\$14,988.90	\$15,000.00
001-000-000-336-06-95-00	Liquor Profits	\$18,000.00	\$17,500.39	\$18,000.00	\$12,332.41	\$17,000.00
Total Intergovernmental Revenues		\$463,730.00	\$487,961.18	\$468,223.00	\$455,106.59	\$177,500.00
Charges for Goods and Services						
001-000-000-341-81-00-00	Photocopying	\$500.00	\$85.86	\$500.00	\$83.10	\$500.00
001-000-000-342-10-00-00	SRO Reimbursement NSD	\$72,000.00	\$59,590.76	\$76,000.00	\$15,904.22	\$35,000.00
001-000-000-345-23-00-00	Animal Control Fees	\$500.00	\$240.00	\$500.00	\$105.00	\$500.00
001-000-000-345-81-00-00	Zoning & Subdivision	\$3,000.00	\$5,975.10	\$5,000.00	\$14,218.70	\$8,000.00
001-000-000-345-83-00-00	Plan Checking	\$9,000.00	\$10,171.21	\$10,000.00	\$24,056.70	\$10,000.00
001-000-000-345-86-00-00	SEPA Related Fees	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00
001-000-000-347-30-00-00	Park Reservation Fees	\$1,000.00	\$445.00	\$1,000.00	\$1,195.00	\$1,000.00
Total Charges for Goods and Services		\$86,000.00	\$76,507.93	\$94,000.00	\$55,562.72	\$56,000.00
Fines and Penalties						
001-000-000-354-00-00-00	Parking Infraction Penalty	\$1,000.00	\$30.00	\$500.00	\$60.00	\$500.00
001-000-000-357-37-00-00	District Court Recoupment	\$25,000.00	\$19,480.38	\$25,000.00	\$14,967.46	\$20,000.00
001-000-000-359-00-00-01	False Alarm Penalties	\$500.00	\$0.00	\$500.00	\$0.00	\$500.00
001-000-000-359-90-00-00	NSF Check Charges	\$500.00	\$35.00	\$500.00	\$0.00	\$500.00
Total Fines and Penalties		\$27,000.00	\$19,545.38	\$26,500.00	\$15,027.46	\$21,500.00
Miscellaneous Revenues						
001-000-000-361-10-00-00	Investment Interest	\$11,000.00	\$1,064.88	\$2,000.00	\$10,001.58	\$10,000.00
001-000-000-361-40-00-00	Interest on Sales Tax	\$1,000.00	\$366.05	\$500.00	\$356.56	\$500.00
001-000-000-362-00-00-00	Rents & Leases	\$15,000.00	\$15,800.00	\$17,000.00	\$14,910.00	\$17,000.00
001-000-000-362-00-00-01	Cell Tower Lease	\$14,000.00	\$25,259.16	\$22,000.00	\$19,537.98	\$22,000.00
001-000-000-367-00-00-00	Contributions and Donations Private	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-000-000-369-10-00-00	Sale of Surplus Property	\$5,000.00	\$4,050.00	\$0.00	\$0.00	\$0.00
001-000-000-369-80-00-00	Cash Adjustments	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00
001-000-000-369-91-00-00	Miscellaneous Revenue New	\$1,000.00	\$753.32	\$1,000.00	\$695.49	\$1,000.00
Total Miscellaneous Revenues		\$47,000.00	\$47,393.41	\$42,500.00	\$45,501.61	\$50,500.00
Nonrevenues						
001-000-000-382-10-00-00	Park Deposits	\$1,000.00	\$750.00	\$1,000.00	\$1,190.00	\$1,500.00
Total Nonrevenues		\$1,000.00	\$750.00	\$1,000.00	\$1,190.00	\$1,500.00
Other Financing Sources						
001-000-000-391-00-00-00	LTGO Bond Proceeds	\$322,200.00	\$322,200.00	\$0.00	\$0.00	\$0.00
001-000-000-395-10-00-00	Proceeds from Sale of Capital Assets	\$0.00	\$0.00	\$0.00	\$18,532.00	\$0.00
001-000-000-395-20-00-00	Loss of Cap Assets-Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-000-000-395-20-00-01	Loss of Cap Assets Other	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00
001-000-000-397-00-00-00	T/I From 410 Office Lease	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00
001-000-000-397-00-00-01	T/I from 410 W/S Tax	\$181,000.00	\$179,837.74	\$347,000.00	\$277,375.54	\$323,820.00

Account Number	Description	Budget 2021	Actual 2021	Budget 2022	Actual 2022	Budget 2023
Total Revenue		\$3,142,630.00	\$3,041,335.14	\$2,993,423.00	\$2,810,201.97	\$2,671,020.00
Total Other Financing Sources		\$510,900.00	\$509,237.74	\$354,200.00	\$303,107.54	\$331,020.00
Total Current Expense		\$3,142,630.00	\$3,041,335.14	\$2,993,423.00	\$2,810,201.97	\$2,671,020.00
Street Fund Revenue						
101-000-000-308-51-00-00	Beginning Assigned Balance	\$700,000.00	\$620,615.35	\$662,000.00	\$557,824.45	\$480,000.00
Taxes						
101-000-000-311-10-00-00	Gen Prop Taxes 40%	\$127,000.00	\$144,166.11	\$162,000.00	\$124,012.01	\$145,000.00
101-000-000-313-11-00-00	Local Retail Sales Tax 20%	\$89,000.00	\$91,249.11	\$90,000.00	\$95,016.29	\$112,000.00
101-000-000-313-11-00-01	Opt Retail Sales Tax 20%	\$89,000.00	\$99,837.06	\$99,000.00	\$95,016.29	\$112,000.00
101-000-000-316-40-00-00	Garbage Util Tax 10%	\$47,000.00	\$33,038.89	\$51,000.00	\$34,492.78	\$40,000.00
Total Taxes		\$352,000.00	\$368,291.17	\$402,000.00	\$348,537.37	\$409,000.00
Intergovernmental Revenues						
101-000-000-334-02-80-00	UTC Rail Crossing Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101-000-000-334-03-80-02	TIB Seal Coat Project	\$107,848.00	\$103,905.00	\$0.00	\$0.00	\$0.00
101-000-000-334-03-80-03	TIB Pine Street Project	\$7,500.00	\$7,077.59	\$0.00	\$0.00	\$0.00
101-000-000-336-00-71-00	Multimodal Transportation	\$3,000.00	\$2,931.69	\$3,000.00	\$2,094.36	\$3,000.00
101-000-000-336-00-87-00	Motor Vehicle Fuel Tax	\$41,000.00	\$41,561.92	\$41,000.00	\$33,775.44	\$41,000.00
101-000-000-337-00-00-01	PO CO Regional STP	\$21,000.00	\$21,038.35	\$22,000.00	\$20,980.63	\$21,000.00
Total Intergovernmental Revenues		\$180,348.00	\$176,514.55	\$66,000.00	\$56,850.43	\$65,000.00
Miscellaneous Revenues						
101-000-000-361-10-00-00	Investment Interest	\$5,000.00	\$629.51	\$1,000.00	\$4,638.83	\$5,000.00
101-000-000-367-11-00-00	Gifts/pledges/grants-Private	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Miscellaneous Revenues						
101-000-000-369-10-00-00	Sale of Surplus Property	\$0.00	\$2,538.25	\$0.00	\$0.00	\$0.00
101-000-000-369-91-00-00	Miscellaneous Income	\$0.00	\$109.00	\$0.00	\$0.00	\$0.00
Total Other Miscellaneous Revenues		\$5,000.00	\$3,276.76	\$1,000.00	\$4,638.83	\$5,000.00
Other Financing Sources						
101-000-000-395-20-00-00	Loss of Cap Assets - Insur.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101-000-000-395-20-00-01	Loss of Cap Assets - Other	\$0.00	\$4,332.71	\$0.00	\$1,120.80	\$0.00
101-000-000-397-00-00-00	Transfer In from Fund 103	\$5,677.00	\$5,469.10	\$0.00	\$0.00	\$0.00
101-000-000-397-00-00-02	LTGO Bond Transfer In	\$217,700.00	\$217,700.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources		\$223,377.00	\$227,501.81	\$0.00	\$1,120.80	\$0.00
Total Revenue		\$1,460,725.00	\$1,396,199.64	\$1,131,000.00	\$968,971.88	\$959,000.00
Total Street Fund		\$1,460,725.00	\$1,396,199.64	\$1,131,000.00	\$968,971.88	\$959,000.00

Account Number	Description	Budget 2021	Actual 2021	Budget 2022	Actual 2022	Budget 2023
Real Estate Excise Tax						
Revenue						
103-000-000-308-51-00-01	Beg. Assigned Bal. Reet1	\$50,000.00	\$71,945.81	\$128,500.00	\$124,905.05	\$113,000.00
103-000-000-308-51-00-02	Beg. Assigned Bal. Reet2	\$111,000.00	\$100,767.86	\$24,500.00	\$30,741.00	\$75,000.00
Taxes						
103-000-000-318-34-00-00	Reet 1 Capital Projects	\$25,000.00	\$67,519.27	\$50,000.00	\$56,566.21	\$40,000.00
103-000-000-318-35-00-00	Reet 2 Cap Facility Plan	\$25,000.00	\$56,735.98	\$50,000.00	\$56,566.19	\$40,000.00
Total Taxes		\$50,000.00	\$124,255.25	\$100,000.00	\$113,132.40	\$80,000.00
Miscellaneous Revenues						
103-000-000-361-10-00-00	Investment Interest	\$1,000.00	\$127.14	\$500.00	\$1,782.66	\$2,000.00
Total Miscellaneous Revenues		\$1,000.00	\$127.14	\$500.00	\$1,782.66	\$2,000.00
Total Revenue		\$212,000.00	\$297,096.06	\$253,500.00	\$270,561.11	\$270,000.00
Total Real Estate Excise Tax						
Total Revenue		\$212,000.00	\$297,096.06	\$253,500.00	\$270,561.11	\$270,000.00
Tourism Promotion						
Revenue						
109-000-000-308-51-00-00	Beginning Assigned Balance	\$44,000.00	\$47,774.09	\$56,000.00	\$55,606.06	\$64,000.00
Taxes						
109-000-000-313-31-00-00	Hotel/Motel Lodge/Stadium	\$16,000.00	\$21,147.49	\$22,000.00	\$16,126.40	\$20,000.00
Total Taxes		\$16,000.00	\$21,147.49	\$22,000.00	\$16,126.40	\$20,000.00
Miscellaneous Revenues						
109-000-000-361-10-00-00	Investment Interest	\$500.00	\$44.50	\$500.00	\$500.40	\$600.00
109-000-000-367-00-00-00	Contributions & Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Miscellaneous Revenues		\$500.00	\$44.50	\$500.00	\$500.40	\$600.00
Total Revenue		\$60,500.00	\$68,966.08	\$78,500.00	\$72,232.86	\$84,600.00
Total Tourism Promotion						
Total Revenue		\$60,500.00	\$68,966.08	\$78,500.00	\$72,232.86	\$84,600.00
Water Fund						
Revenue						
Beginning Cash						
410-000-000-308-31-00-00	Beginning Restricted Balance Water	\$115,384.00	\$115,384.00	\$115,384.00	\$115,384.00	\$115,384.00
Total Beginning Cash						
Total Beginning Cash		\$115,384.00	\$115,384.00	\$115,384.00	\$115,384.00	\$115,384.00
Intergovernmental Revenues						
410-000-000-333-14-22-80	CDBG Planning Only Grant (HUD) - Water Plan Update	\$30,000.00	\$0.00	\$30,000.00	\$29,278.83	\$0.00
Total Intergovernmental Revenues		\$30,000.00	\$0.00	\$30,000.00	\$29,278.83	\$0.00
Water Sales						
410-000-000-343-40-10-01	Basic Charges-Water Revenue	\$423,000.00	\$468,933.87	\$625,000.00	\$536,321.26	\$604,000.00

Account Number	Description	Budget 2021	Actual 2021	Budget 2022	Actual 2022	Budget 2023
410-000-000-343-40-10-02	Water Late Charges	\$5,500.00	\$493.82	\$5,500.00	\$4,117.30	\$5,000.00
410-000-000-343-40-10-03	Water Connection Charges	\$10,000.00	\$23,016.51	\$20,000.00	\$37,092.14	\$15,000.00
410-000-000-343-40-20-02	Metered Water Overage	\$246,000.00	\$343,294.39	\$359,000.00	\$317,303.19	\$350,000.00
410-000-000-343-40-40-00	Auditor Filing/Recording Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
410-000-000-343-40-40-01	City Treasurer Admin Fees	\$0.00	\$0.00	\$0.00	\$125.00	\$500.00
410-000-000-343-40-91-00	Water Turn On/Off Fee	\$2,000.00	\$330.00	\$500.00	\$931.33	\$1,000.00
	Total Water Sales	\$686,500.00	\$836,068.59	\$1,010,000.00	\$895,890.22	\$976,000.00
	Miscellaneous Revenues					
410-000-000-361-10-00-00	Investment Interest Water	\$6,000.00	\$891.96	\$1,000.00	\$9,529.92	\$8,500.00
	Contributions and Donations From Private Sources					
410-000-000-367-11-00-00	Gifts/pledges/grants-Private	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Contributions and Donations From Private Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410-000-000-369-10-00-01	Sale of Surplus Prop.-Water	\$0.00	\$1,392.59	\$0.00	\$0.00	\$0.00
410-000-000-369-91-00-00	Miscellaneous Revenue Water New	\$0.00	\$33.00	\$0.00	\$0.00	\$0.00
	Total Miscellaneous Revenues	\$6,000.00	\$2,317.55	\$1,000.00	\$9,529.92	\$8,500.00
	Nonrevenues					
410-000-000-382-10-00-00	Hydrant Meter Rental Deposit	\$5,000.00	\$0.00	\$5,000.00	\$1,500.00	\$1,500.00
	Total Nonrevenues	\$5,000.00	\$0.00	\$5,000.00	\$1,500.00	\$1,500.00
	Other Financing Sources					
410-000-000-395-20-00-00	Loss of Cap Assets - Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410-000-000-395-20-00-01	Loss of Cap Assets-Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Transfers-In					
410-000-000-397-00-00-01	Opr. Transfer in	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410-000-000-397-00-00-02	Covid-19 TI for Water Plan/Wells	\$90,000.00	\$90,000.00	\$90,000.00	\$220,000.00	\$0.00
410-000-000-397-00-00-03	Covid-19 T/I County	\$0.00	\$0.00	\$0.00	\$19,633.71	\$0.00
410-000-000-397-00-00-04	T/I City Fire Hydrant Fees	\$11,000.00	\$10,800.00	\$11,000.00	\$11,160.00	\$12,000.00
	Total Transfers-In	\$101,000.00	\$100,800.00	\$101,000.00	\$250,793.71	\$12,000.00
	Total Other Financing Sources	\$101,000.00	\$100,800.00	\$101,000.00	\$250,793.71	\$12,000.00
	Total Revenue	\$1,740,500.00	\$1,709,589.28	\$2,086,203.00	\$2,109,571.19	\$1,983,367.00
	Total Water Fund	\$1,740,500.00	\$1,709,589.28	\$2,086,203.00	\$2,109,571.19	\$1,983,367.00
	Sewer Fund					
	Revenue					
	Beginning Cash					
411-000-000-308-31-00-00	Beginning Restricted Bal Sewer	\$97,321.00	\$97,321.00	\$97,321.00	\$97,321.00	\$97,321.00
411-000-000-308-51-00-00	Beginning Assigned Bal Sewer	\$442,679.00	\$331,128.21	\$561,379.00	\$605,990.41	\$635,679.00
	Total Beginning Cash	\$540,000.00	\$428,449.21	\$658,700.00	\$703,311.41	\$733,000.00

Account Number	Description	Budget 2021	Actual 2021	Budget 2022	Actual 2022	Budget 2023
Intergovernmental						
Revenues						
411-000-000-334-03-10-00	DOE Funding - Master Sewer Plan	\$308,500.00	\$85,667.30	\$236,000.00	\$158,501.70	\$65,000.00
Total Intergovernmental Revenues		\$308,500.00	\$85,667.30	\$236,000.00	\$158,501.70	\$65,000.00
Sewer Services						
411-000-000-343-50-10-01	Basic Charges - Sewer Revenue	\$630,000.00	\$650,542.26	\$810,000.00	\$679,898.85	\$799,000.00
411-000-000-343-50-10-02	Sewer Late Fees	\$5,500.00	\$680.82	\$3,000.00	\$4,114.06	\$5,000.00
411-000-000-343-50-10-03	Sewer Connection Charges	\$10,000.00	\$25,278.67	\$20,000.00	\$61,250.00	\$25,000.00
411-000-000-343-50-10-04	Idaho Sewer Charges	\$107,000.00	\$123,210.91	\$100,000.00	\$71,110.72	\$100,000.00
411-000-000-343-50-10-05	Sewer Equip Rental & Supplies	\$0.00	\$0.00	\$0.00	\$12,124.80	\$0.00
411-000-000-343-50-20-02	Metered Sewer Overage	\$113,000.00	\$171,887.64	\$218,000.00	\$156,480.50	\$177,000.00
411-000-000-343-50-40-00	Auditor Filing/Recording Fees Sewer	\$0.00	\$312.00	\$500.00	\$691.00	\$500.00
411-000-000-343-50-40-01	City Treasurer Admin Fees Sewer	\$0.00	\$200.00	\$500.00	\$203.00	\$500.00
411-000-000-343-50-41-00	Septic/Sludge Haulers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
411-000-000-343-50-41-01	Raw Influent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Sewer Services		\$865,500.00	\$972,112.30	\$1,152,000.00	\$985,872.93	\$1,107,000.00
Miscellaneous Revenue						
411-000-000-361-10-00-00	Investment Interest Sewer	\$4,000.00	\$572.92	\$1,000.00	\$9,972.52	\$9,000.00
411-000-000-367-00-00-00	30% WBSD Portion of Debt Svc	\$27,800.00	\$0.00	\$27,800.00	\$27,800.00	\$27,800.00
411-000-000-369-10-00-02	Sale of Surplus Property Sewer	\$0.00	\$157.50	\$0.00	\$0.00	\$0.00
411-000-000-369-91-00-00	Misc Revenue Sewer	\$0.00	\$25.51	\$0.00	\$207.41	\$0.00
Total Miscellaneous Revenue		\$31,800.00	\$755.93	\$28,800.00	\$37,979.93	\$36,800.00
Other Financing Sources						
411-000-000-395-20-00-00	Loss of Cap Assets - Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
411-000-000-395-20-00-01	Loss of Cap Assets - Insur	\$0.00	\$12,088.97	\$0.00	\$2,729.12	\$0.00
Transfer In						
411-000-000-397-35-00-00	Sewer Transfer In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
411-000-000-397-35-00-01	LTGO Bond Transfer In	\$52,000.00	\$52,000.00	\$0.00	\$0.00	\$0.00
411-000-000-397-35-00-02	Covid 19 TI WWTP R&M	\$216,923.00	\$216,923.00	\$216,923.00	\$42,223.00	\$0.00
Total Transfer In		\$268,923.00	\$268,923.00	\$216,923.00	\$42,223.00	\$0.00
Total Other Financing Sources		\$268,923.00	\$281,011.97	\$216,923.00	\$44,952.12	\$0.00
Total Revenue		\$2,014,723.00	\$1,767,996.71	\$2,292,423.00	\$1,930,618.09	\$1,941,800.00
Total Sewer Fund		\$2,014,723.00	\$1,767,996.71	\$2,292,423.00	\$1,930,618.09	\$1,941,800.00
South Bench Water Reservoir Project Revenue						
412-000-000-308-31-00-00	Beginning Fund Bal	\$0.00	\$16,302.72	\$0.00	\$0.00	\$0.00
	Beginning Restricted Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Account Number	Description	Budget 2021	Actual 2021	Budget 2022	Actual 2022	Budget 2023
Total Beginning Fund		\$0.00	\$16,302.72	\$0.00	\$0.00	\$0.00
Intergovernmental Revenues						
Indirect Federal Grants						
412-000-000-333-10-00-00	USDA/RUS Loan	\$748,000.00	\$155,827.27	\$0.00	\$0.00	\$0.00
412-000-000-333-14-22-80	CDBG (HUD) Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Indirect Federal Grants		\$748,000.00	\$155,827.27	\$0.00	\$0.00	\$0.00
Total Intergovernmental Revenues		\$748,000.00	\$155,827.27	\$0.00	\$0.00	\$0.00
Other Financing Sources						
412-000-000-391-70-00-00	Other Notes/Contracts- MWB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
412-000-000-391-80-00-00	USDA Loan A CFDA 10.760	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
412-000-000-391-80-00-01	USDA Loan B CFDA 10.760	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
412-000-000-397-00-00-01	City Match T/I Water	\$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		\$748,000.00	\$172,129.99	\$0.00	\$0.00	\$0.00
Total South Bench Water Reservoir Project		\$748,000.00	\$172,129.99	\$0.00	\$0.00	\$0.00
State and Local Clearing Fund Revenue						
633-000-000-308-31-00-00	Beginning Restricted Balance	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00
633-000-000-389-30-00-01	State Building Code Remit	\$0.00	\$419.00	\$0.00	\$420.00	\$0.00
633-000-000-389-30-00-02	State/County/City Reimbursement	\$0.00	\$28,620.08	\$0.00	\$21,314.01	\$0.00
633-000-000-389-30-00-03	Leasehold Excise Tax Remit	\$0.00	\$67.41	\$0.00	\$112.35	\$0.00
Total Revenue		\$0.00	\$29,106.49	\$0.00	\$21,884.36	\$0.00
Total State and Local Clearing Fund		\$0.00	\$29,106.49	\$0.00	\$21,884.36	\$0.00
Grand Totals		\$9,379,078.00	\$8,482,419.39	\$8,835,049.00	\$8,184,041.46	\$7,909,787.00

Totals By Fund						
Fund Number	Description	Budget 2021	Actual 2021	Budget 2022	Actual 2022	Budget 2023
001-000-000-00-00-00	Current Expense	\$3,142,630.00	\$3,041,335.14	\$2,993,423.00	\$2,810,201.97	\$2,671,020.00
101-000-000-00-00-00	Street Fund	\$1,460,725.00	\$1,396,199.64	\$1,131,000.00	\$968,971.88	\$959,000.00
103-000-000-00-00-00	Real Estate Excise Tax	\$212,000.00	\$297,096.06	\$253,500.00	\$270,561.11	\$270,000.00
109-000-000-00-00-00	Tourism Promotion	\$60,500.00	\$68,966.08	\$78,500.00	\$72,232.86	\$84,600.00
410-000-000-00-00-00	Water Fund	\$1,740,500.00	\$1,709,589.28	\$2,086,203.00	\$2,109,571.19	\$1,983,367.00
411-000-000-00-00-00	Sewer Fund	\$2,014,723.00	\$1,767,996.71	\$2,292,423.00	\$1,930,618.09	\$1,941,800.00
412-000-000-00-00-00	South Bench Water Reservoir Project	\$748,000.00	\$172,129.99	\$0.00	\$0.00	\$0.00
633-000-000-00-00-00	State and Local Clearing Fund	\$0.00	\$29,106.49	\$0.00	\$21,884.36	\$0.00
	Grand Totals	\$9,379,078.00	\$8,482,419.39	\$8,835,049.00	\$8,184,041.46	\$7,909,787.00

RESOLUTION NO. 11212022
RCW 84.55.120

WHEREAS, the City of Newport has met and considered its budget for the calendar year 2023; and

WHEREAS, the City of Newport's actual levy amount from the previous year was 318,548.87; 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 2023 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$3,185.49 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.

Adopted this 21st day of November, 2022.

By: _____
Keith Campbell, Mayor

Attest: _____
Nickole North, Clerk/Treasurer

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.

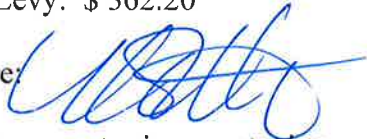
In accordance with RCW 84.52.020, I, Nickole North, Clerk/Treasurer, for the City of Newport, do hereby certify to the Pend Oreille County legislative authority that the City Council of said district requests that the following levy amounts be collected in 2023 as provided in the cities budget, which was adopted following a public hearing held on November 21, 2022.

Regular Levy: Estimated levy/budget certification amount of \$331,000.00.

Excess Levy: \$ N/A

Refund Levy: \$ 362.20

Signature:



Date: 11-21-2022

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

RESOLUTION NO. 01012023

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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, 2023 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 AND ZONING FEES

Building Permit Fee *	See Resolution 40715
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
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
Fuel Tank Fee (installation of fuel storage tanks)	\$100.00
Environmental Impact Statement Fee (EIS) *	Actual Cost
Planned Development Approval (Preliminary and Final)*	\$1,500.00

Plat Approval (5 10 or more lots) (Preliminary and Final)*	\$1,500.00
Plat Filing Time Extension *	\$250.00
Short Plat Application *	\$400.00
Boundary Line Adjustment *	\$50.00
Annexation Petition Fee *	\$600.00
Binding Site Plan Approval (Preliminary and Final)*	\$400.00
Portable Stove Permit Fee (wood & pellet)	\$115.00
Reasonable Use Exception*	\$400.00
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 one year from issue date and may be renewed for \$55.00 per year for a total of four additional times (maximum five years).

** 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.

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FALSE ALARM PENALTIES

1 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)	\$5.00	(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 Obstructions	\$85.00 + Restitution (Ord. #1073)

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	\$0.15 per page
Public Disclosure Request Copies	\$0.15 per page
Video Tape	Actual Cost
Audio Tape per Meeting	Actual Cost
Audio Tape (outside vendor)	Actual Cost

Fax per Page	\$1.00
NSF Check Return Charge	\$35.00
Lien Filing Fee	Actual cost plus \$25.00 per lien
Maps – City 8 ½" by 11"	\$0.15
Maps – Cit 11" x 17"	\$1.00
Maps – City 20" x 30"	\$5.00 <u>Actual Cost</u>
Maps – City 3' x 5'	\$8.00 <u>Actual Cost</u>
Flood Zone Maps – Small	\$1.50
Zoning Maps – Small 11" x 17"	\$3.00 <u>1.00</u>
Zoning Maps – Large 20" x 30"	\$16.00 <u>Actual Cost</u>

Commented [AG1]: What is the actual cost?

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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	\$40.00
RV Dump Site Fee	\$10.00
Rental – Council Chambers / Mtg Room per day (for profit groups)	\$75.00 per day

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 (Concept Communications)	5% of gross sales

WATER AND SEWER FEES

Residential ¾" Water Monthly Rate	10,000 Gallons	\$45.51
<u>Residential 1" Water Monthly Rate *</u>	<u>13,000 Gallons</u>	<u>\$59.16</u>
Commercial ¾" Water Monthly Rate	10,000 Gallons	\$45.51
Commercial 1" Water Monthly Rate	13,000 Gallons	\$59.16
Commercial 1 ½" Water Monthly Rate	20,000 Gallons	\$91.02
Commercial 2" Water Monthly Rate	27,000 Gallons	\$122.88
Commercial 3" Water Monthly Rate	40,000 Gallons	\$182.04

Commercial 4" Water Monthly Rate	53,000 Gallons	\$241.20
Commercial 6" Water Monthly Rate	80,000 Gallons	\$364.08
Residential ¾" Sewer Monthly Rate	10,000 Gallons	\$59.96
<u>Residential 1" Sewer Monthly Rate *</u>	<u>13,000 Gallons</u>	<u>\$ 77.95</u>
Commercial ¾" Sewer Monthly Rate	10,000 Gallons	\$59.96
Commercial 1" Sewer Monthly Rate	13,000 Gallons	\$77.95
Commercial 1½" Sewer Monthly Rate	20,000 Gallons	\$119.92
Commercial 2" Sewer Monthly Rate	27,000 Gallons	\$161.89
Commercial 3" Sewer Monthly Rate	40,000 Gallons	\$239.84
Commercial 4" Sewer Monthly Rate	53,000 Gallons	\$317.79
Commercial 6" Sewer Monthly Rate	80,000 Gallons	\$479.68
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		\$5.00
Sewer Late Fee		\$5.00
Shutoff fee for voluntary water turnoff		\$20.00
Door Shut Off Notice Fee		\$20.00
Disconnect fee for nonpayment		\$30.00
Adjustment on leaks	25% of water and sewer overage amount	
Water & Sewer Annual Payment	5% discount	
Standby Water Fee (Fire Protection Devices)		\$5.00
City Fire Hydrant Fee		\$10.00
Privately Owned Unmetered Fire Hydrants		\$10.00
Office Rent (Water)	\$300.00 <u>500.00</u> Month	
Office Rent (Sewer)	\$300.00 <u>500.00</u> Month	
Water Meter Testing		Actual Cost

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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	<u>Base plus 10% of water connection size</u>
Sludge Processing per Gallon	<u>\$.25</u>

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

WATER AND SEWER CONNECTION CHARGES

Residential Water Connection Charge ¾" **	\$3,000.00
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 ¾" **	\$5,000.00
Commercial Sewer Connection Charge ¾" **	\$5,000.00
Commercial Sewer Connection Charge 1" **	\$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 must be paid at the time of connection to our service and do not include the actual costs for meters, material, labor and administration which will be added to the connection fees set forth above. The meter must be paid for before the meter will be installed.

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 21st Day of November 2022.

BY: _____
Keith Campbell, Mayor

ATTEST: _____
Nickole North, Clerk/Treasurer

Approved as to form:
Kendel Froese, City Attorney

By: _____



Treasury Management Services Enrollment Form

Welcome to our Treasury Management Services! This Treasury Management Services Enrollment Form (this “**Enrollment Form**”) is entered into between the customer identified below (the “**Customer**,” “**you**,” “**your**,” etc.) and Mountain West Bank, Division of Glacier Bank (the “**Bank**,” “**Division**,” “**we**,” “**us**,” “**our**,” etc.). By signing below, you understand and agree that the use of our Treasury Management Services is subject to (and you agree to comply at all times with) our Treasury Management Services Terms and Conditions (the “**Terms and Conditions**”). Capitalized terms used but not defined in this Enrollment Form will have the meanings given to those terms in the Terms and Conditions.

General Customer Information

Full legal name of Customer: CITY OF NEWPORT	Tax ID or SSN: 91-6001471
Mailing address: 200 S WASHINGTON AVE NEWPORT WA 99156	Physical address: 200 S WASHINGTON AVE NEWPORT WA 99156
Business phone: (509)447-5611	Cell phone:
Primary email: cityofnewport@newport-wa.org	Secondary email:
Fax number:	Website URL:

Additional Information About Your Business

Description of your business: City Public Services	Length of time in business:
Are you registered with the Secretary of State? <input type="checkbox"/> Yes – State of registration: <input checked="" type="checkbox"/> No	Are you qualified to do business in this state (and/or any other states)? <input checked="" type="checkbox"/> Yes – State(s) of qualification: Washington <input type="checkbox"/> No
Do you process payments on behalf of other merchants? <input type="checkbox"/> Yes – Additional information: <input checked="" type="checkbox"/> No	Are you current on all payroll, income, and property taxes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Additional information:
Are you (or anyone affiliated with your business) a defendant in a lawsuit, legal action, or similar proceeding? <input type="checkbox"/> Yes – Additional information: <input checked="" type="checkbox"/> No	Have you (or has anyone affiliated with your business) gone through bankruptcy (or similar) proceedings? <input type="checkbox"/> Yes – Additional information: <input checked="" type="checkbox"/> No
Do you (or does anyone affiliated with your business) have any outstanding judgments against you (or them)? <input type="checkbox"/> Yes – Additional information: <input checked="" type="checkbox"/> No	

Treasury Management Services Enrollment Form

Your Accounts, Services, and Administrators

Please note that additional details and terms applicable to your enrollment and use of our Treasury Management Services will be set forth in one or more Account and Service Designation Forms and one or more Administrator Designation Forms, forms of which are attached to this Enrollment Form as **Appendix A** and **Appendix B**, respectively. Further, additional details and terms applicable to your enrollment and use of our Treasury Management Services may be set forth in one or more Enrollment Form Addenda (each, an “**Addendum**”). For instance, your specific Account(s) enrolled in our Treasury Management Services (along with the Services, Security Procedures, and other terms you have selected for use in connection with those Account(s)), will be set forth in one or more Account and Service Designation Forms, your designated Administrator(s) will be set forth in one or more Administrator Designation Forms, and additional details and terms applicable to your enrollment and use of our Treasury Management Services will be set forth in one or more Addenda. Each Account and Service Designation Form, each Administrator Designation Form, and each Addendum will be incorporated into and form a part of your Enrollment Form.

Customer Signature

Acknowledgment

By signing this Enrollment Form, you acknowledge and agree that you have received a copy of (and have had a reasonable opportunity to review) the Terms and Conditions. Each person signing this Enrollment Form represents and warrants to us that he or she has full authority to sign this Enrollment Form (and, if signing on behalf of an entity, organization, or other account owner, that he or she has full authority to sign on behalf of such entity, organization, or other account owner).

Authorization

Each person signing this Enrollment Form authorizes us to obtain of any information we deem necessary (in our sole discretion) to review and/or approve your Enrollment Form, including but not limited to information pertaining to such person’s bank account(s), other assets, and employment records, and a business and/or consumer credit report – Please note that we may also request financial statements and tax returns at any time during our verification process, regardless of current account standings with the Bank. Each such person further authorizes any third party to accept a photocopy or facsimile of your Enrollment Form as authorization to release any such information (including detailed payoff information) to us. By signing this Enrollment Form, each person represents and warrants to the Bank that the information set forth in this Enrollment Form is true, accurate, and timely to the best of his or her knowledge, and understands that we will retain a copy of your Enrollment Form regardless of whether we approve your enrollment in our Treasury Management Services.

Customer Signature(s):

Sign:

Print: NICKOLE A NORTH

Title: CLERK/TREASURER

Date:

Sign:

Print:

Title:

Date:

Sign:

Print:

Title:

Date:

Treasury Management Services Enrollment Form

Appendix A (Account and Service Designation Form)

Customer and Account Information	
<p>Full legal name of Customer: CITY OF NEWPORT</p> <p>CIF #: CCD3671</p> <p>Online Banking ID: 764500114973</p>	<p>This form applies to the following Account(s):</p> <p><input checked="" type="checkbox"/> All of your Accounts with us</p> <p><input type="checkbox"/> Specific Accounts with us:</p> <p>Account Number: Account Type:</p> <p>Account Number: Account Type:</p> <p>Account Number: Account Type:</p> <p>Account Number: Account Type:</p>

Services, Security Procedures, and Related Information	
<input checked="" type="checkbox"/> Online TM Services	
Service-specific features and terms	General Security Procedures (applicable to all Services)
<p><input type="checkbox"/> Bill Pay Services (Make online bill payments from your Account(s) to your Payee(s), receive bills electronically from participating Payees, use our small dollar payroll Service, etc.)</p> <p><input checked="" type="checkbox"/> Stop Payments (Initiate stop payment orders)</p> <p><input type="checkbox"/> eStatements (View electronic images of your periodic Bank statements)</p> <p><input checked="" type="checkbox"/> Transfers (Transfer funds between your Accounts, transfer funds from your deposit Account(s) to accounts held by you or others at another financial institution, etc.)</p> <p><input type="checkbox"/> FedPayments Reporter Services (Receive and/or download reports that detail your EDI activities)</p>	<p>(Security Procedure(s) declined if box(es) left unchecked)</p> <p><input checked="" type="checkbox"/> Security Tokens</p> <p><input type="checkbox"/> Virtual Security Tokens (Requires a cellphone)</p> <p><input checked="" type="checkbox"/> Physical Security Tokens</p> <p><input checked="" type="checkbox"/> Time/Day Restrict</p> <p><input checked="" type="checkbox"/> Weekday Hours: 5am - 11pm</p> <p><input checked="" type="checkbox"/> Weekend Hours: 5am - 11pm</p> <p><input type="checkbox"/> Specific Schedule:</p> <p><input checked="" type="checkbox"/> Email/Text Alerts</p> <p><input checked="" type="checkbox"/> IP Restrict (IP addresses to be designated in one or more Addenda)</p> <p><input type="checkbox"/> Other:</p>

Services, Security Procedures, and Related Information

<input checked="" type="checkbox"/> Domestic Wire Transfer Services	
Service-specific features and terms	Service-specific Security Procedures
<input checked="" type="checkbox"/> Email Notices	(Security Procedure(s) declined if box(es) left unchecked) <input checked="" type="checkbox"/> Dual Control Exposure Limits (Outgoing Wires): (Required) Per Wire Limit: \$ 250,000 Daily Wire Limit: \$ 250,000 <input type="checkbox"/> Other:

<input checked="" type="checkbox"/> ACH Services	
Service-specific features and terms	Service-specific Security Procedures
<input type="checkbox"/> Telephone Payments (Create preauthorized ACH Transactions received via telephone) <input type="checkbox"/> Internet Check (Accept Check payments over the Internet (Must be RTG user)) <input checked="" type="checkbox"/> Preauthorized Debit/Credit Entries <input checked="" type="checkbox"/> Same Day ACH Services* <input checked="" type="checkbox"/> Debit <input checked="" type="checkbox"/> Credit * Note that our Same Day ACH Services are limited to non-international ACH Entries not exceeding \$1,000,000. ACH Batch Processing: <input checked="" type="checkbox"/> Balanced File <input type="checkbox"/> Unbalanced File <input type="checkbox"/> Offset Account Number: Returns: <input type="checkbox"/> Use Offset Account Number <input checked="" type="checkbox"/> Return Account Number: Types of Entries that can be initiated: <input type="checkbox"/> Accounts Receivable (ARC) Debit <input type="checkbox"/> Back Office Conversion (BOC) Debit <input type="checkbox"/> Point-of-Purchase (POP) Debit <input type="checkbox"/> Point-of-Sale (POS) Debit <input type="checkbox"/> Re-Presented Check (RCK) Debit <input checked="" type="checkbox"/> Corporate Credit or Debit (CCD) <input checked="" type="checkbox"/> Debit <input checked="" type="checkbox"/> Credit <input type="checkbox"/> Corporate Trade Exchange (CTX) <input type="checkbox"/> Debit <input type="checkbox"/> Credit <input type="checkbox"/> Internet-Initiated (WEB) Debit <input type="checkbox"/> Single <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> Prearranged Payment and Deposit (PPD) <input checked="" type="checkbox"/> Debit <input checked="" type="checkbox"/> Credit Entries <input type="checkbox"/> Telephone-Initiated (TEL) Debit Entries <input type="checkbox"/> Single <input type="checkbox"/> Recurring <input type="checkbox"/> Single Credit Card Payment (Create single credit card payments) <input type="checkbox"/> Single Debit Card Payment (Create single debit card payments)	(Security Procedure(s) declined if box(es) left unchecked) <input type="checkbox"/> Dual Control <input type="checkbox"/> ACH Edit Restriction (Upload Files) Exposure Limits: Daily Limit: (Required) \$ 100,000 Weekly Limit: \$ Monthly Limit: \$ 200,000 <input type="checkbox"/> Other:

Services, Security Procedures, and Related Information	
<p>Additional terms:</p> <p><input checked="" type="checkbox"/> Prefunding required (No prefunding required if box left unchecked)</p> <p><input type="checkbox"/> Third-Party Sender (Not a Third-Party Sender if box is left unchecked)</p>	
<input type="checkbox"/> ACH Block and Filter Services	
Service-specific features and terms	
<p><input type="checkbox"/> Debit Entry Authorization (Operating Instructions) (Operating Instructions to be designated in one or more Addenda)</p>	<p><input type="checkbox"/> Blocking ACH Entries (Operating Instructions) (Operating Instructions to be designated in one or more Addenda)</p>
<input type="checkbox"/> Remote Deposit Capture Services	
Service-specific features and terms	Service-specific Security Procedures
<p>Scanner model:</p> <p><input type="checkbox"/> Remote Deposit Capture (RDC) (Process Checks with high speed batch scanner)</p> <p><input type="checkbox"/> RemitPlus (Process Checks and remittance coupons)</p> <p><input type="checkbox"/> Mobile Remote Deposit Capture (mRDC) (Process Checks with mobile device)</p> <p><input type="checkbox"/> Credit and Debit PDF Report (View/print/save all Check image within a deposit (batch scanners only))</p> <p><input type="checkbox"/> Accounting – corporate (Run reports, view/edit transactions, and view images – all transactions)</p> <p><input type="checkbox"/> Accounting – Authorized User (Limited menu. Authorized User can only view/edit transactions they create)</p> <p><input type="checkbox"/> Accounting – approve Check only (Dual authorization feature. Authorized User approves pending transactions created by another Authorized User)</p> <p><input type="checkbox"/> RDC Admin (Authorized User can create, scan, and submit a deposit)</p> <p><input type="checkbox"/> QuickBooks Admin (Export transaction files to QuickBooks)</p> <p><input type="checkbox"/> RDC User (Authorized User can create and scan, but not submit, a deposit)</p> <p><input type="checkbox"/> Remote Deposit Now (Perform functions according to privileges assigned by Administrator(s))</p>	<p>Exposure Limits: (Required)</p> <p>Single Transaction Amount: \$</p> <p>Daily Count:</p> <p>Daily Amount: \$</p> <p>Period Count:</p> <p>Period Amount: \$</p> <p><input type="checkbox"/> Other:</p>
<input type="checkbox"/> Positive Pay Services/Account Reconciliation Services	
Service specific features	
<p><input type="checkbox"/> Check Positive Pay</p> <p><input type="checkbox"/> Reverse Positive Pay</p> <p><input type="checkbox"/> Reconciliation Reports</p> <p><input type="checkbox"/> BAI Downloads</p>	
<input type="checkbox"/> Lockbox Services	
Service-specific features and terms	
<p>Please note that, if you enroll in our Lockbox Services, additional details and terms applicable your enrollment and use of our Lockbox Services will be set forth in one or more Addenda.</p>	

Customer Signature

Acknowledgment

By signing this Account and Service Designation Form, you acknowledge and agree that you have carefully reviewed (and agree to) the information set forth above, and that this Account and Service Designation Form will be incorporated into and form a part of your Enrollment Form. Each person signing this Account and Service Designation Form represents and warrants to us that he or she has full authority to sign this Account and Service Designation Form (and, if signing on behalf of an entity, organization, or other account owner, that he or she has full authority to sign on behalf of such entity, organization, or other account owner), and that the information set forth in this Account and Service Designation Form is true, accurate, and timely to the best of his or her knowledge.

Customer Signature(s):

Sign:

Print: NICKOLE A NORTH

Title: CLERK/TREASURER

Date:

Sign:

Print:

Title:

Date:

Sign:

Print:

Title:

Date:

Treasury Management Services Enrollment Form

Appendix B (Administrator Designation Form)

Your Administrator(s)

By signing this Administrator Designation Form, you designate the Administrator(s) indicated below. As described in the Terms and Conditions, your Administrator(s) will have broad authority to coordinate all aspects of your use of our Online TM Services. In the case of multiple Administrators, each Administrator will have the authority to act alone (and without the concurrence of the other Administrator(s)).

Administrator 1

Full name: NICKOLE NORTH

Mailing address: 200 S WASHINGTON AVE NEWPORT WA 99156 **Physical address:** 200 S WASHINGTON AVE NEWPORT WA 99156

Business phone: (509)447-6429 **Cell phone:** (509)671-2157

Primary email: Clerk@newport-wa.org **Secondary email:**

Administrator 2

Full name: LYNDSIE HALCRO

Mailing address: 200 S WASHINGTON AVE NEWPORT WA 99156 **Physical address:** 200 S WASHINGTON AVE NEWPORT WA 99156

Business phone: (509)447-5611 **Cell phone:**

Primary email: cityofnewport@newport-wa.org **Secondary email:**

Administrator 3

Full name:

Mailing address: **Physical address:**

Business phone: **Cell phone:**

Primary email: **Secondary email:**

Bank as your Administrator

Bank to serve as your Administrator

By checking this box, you designate us to act as your Administrator for the sole purpose of establishing and/or removing your Authorized Users, and you agree to provide us with any information we request or require from time to time in such capacity. You agree to immediately review any action(s) we take as your Administrator and notify us in writing of any error, inaccuracy, discrepancy, or unauthorized change relating to such action(s). You specifically acknowledge and agree that one (1) Business Day from the date of our action is a reasonable time for you to review the action and to notify us of any such error, inaccuracy, discrepancy, or unauthorized change. You understand and agree that, if you do not notify us of any such error, inaccuracy, discrepancy, or unauthorized change within such time period, you waive any objections or claims based upon such errors, inaccuracies, discrepancies, or unauthorized changes, subject to Applicable Law/Rules.

Customer Signature

Acknowledgment

By signing this Administrator Designation Form, you acknowledge and agree that you have carefully reviewed (and agree to) the information set forth above, and that this Administrator Designation Form will be incorporated into and form a part of your Enrollment Form. Each person signing this Administrator Designation Form represents and warrants to us that he or she has full authority to sign this Administrator Designation Form (and, if signing on behalf of an entity, organization, or other account owner, that he or she has full authority to sign on behalf of such entity, organization, or other account owner), and that the information set forth in this Administrator Designation Form is true, accurate, and timely to the best of his or her knowledge.

Customer Signature:

Sign:

Print: NICKOLE A NORTH

Title: CLERK/TREASURER

Date:

	<p>Sign:</p> <p>Print:</p> <p>Title:</p> <p>Date:</p> <p>Sign:</p> <p>Print:</p> <p>Title:</p> <p>Date:</p>
--	--

Treasury Management Services

Terms and Conditions

Last Updated: February 2022

Treasury Management Services Terms and Conditions

1. Welcome!

Thank you and welcome to our Treasury Management Services! These Treasury Management Services Terms and Conditions (these “**Terms and Conditions**”) set forth the general terms and conditions that apply to the use of our Treasury Management Services (each a “**Service**” and collectively the “**Services**”). As used throughout these Terms and Conditions, the terms “**Customer**,” “**you**,” and “**your**” (and related terms) refer to the customer identified on the Treasury Management Services Enrollment Form (the “**Enrollment Form**”), and the terms “**Bank**,” “**Division**,” “**we**,” “**us**,” and “**our**” (and related terms) refer to

Mountain West Bank, Division of Glacier Bank
By enrolling in and/or using our Treasury Management Services, you agree from time to time, you agree to these Terms and Conditions.

2. Our Treasury Management Services.

a. In General.

We currently offer a variety of Treasury Management Services, including without limitation the various Services described throughout these Terms and Conditions (*e.g.*, our Online TM Services, Bill Pay Services, Banking Alert Services, Sweep Services, Domestic Wire Transfer Services, ACH Services, ACH Block and Filter Services, Remote Deposit Capture Services, Positive Pay Services, Lockbox Services, etc.). Under your Enrollment Form, you will be required to (among other things) select specific Services, designate your Administrator(s), and designate your specific deposit and/or loan account(s) for use in connection with the Services (each, an “**Account**”).

b. Availability.

The availability of our various Services will typically vary by Service, and certain Services may be tied to our Business Days. The term “**Business Day**” refers to that part of the day during which we are open for business and for the receipt and processing of payment orders. For instance, Saturdays, Sundays, and Bank holidays are not considered Business Days. Our holidays are those recognized by the Federal Reserve. Also, please note that, unless otherwise indicated, all times described in these Terms and Conditions are stated in Mountain Time (MT).

3. Online TM Services.

a. In General.

Our Online TM Services allow you to access your Account(s) via the Internet and through our online website (our “**Website**”) using your User Credentials and by providing such other information as our Website may require from time to time. Additional terms and conditions that apply to the use of our

Online TM Services are found on the attached **Appendix A**.

b. Additional Services.

In some instances, you may also elect to use various other Services in conjunction with the Online TM Services (*e.g.*, our Bill Pay Services, Banking Alert Services, Sweep Services, Domestic Wire Transfer Services, and ACH Services, among others). Each of these Services may be described in more detail below, and additional terms and conditions that apply to the use of such Services may be found on Appendices attached to these Terms and Conditions (all of which form a part of these Terms and Conditions).

c. Administrator(s); Authorized Users.

As part of our Treasury Management Services, you will be required to designate one or more Administrators (each, an “**Administrator**”). In the case of multiple Administrators, each Administrator will have the authority to act alone (and without the concurrence of the other Administrator(s)). An Administrator will also constitute an “**Authorized User**” for purposes of these Terms and Conditions.

Your Administrator will have broad authority to coordinate all aspects of your use of our Online TM Services. Your Administrator will also have the authority to establish and/or remove your “**Authorized Users**” who will have authority to use the Treasury Management Services on your behalf. Your Administrator will have the authority to restrict the rights of such Authorized Users from time to time both with respect to the specific Account(s) for which those Authorized Users have rights and to each Authorized User’s respective funds transfer authorization limits. Your Administrator will also have the authority to designate certain Authorized Users as “**partial**” Authorized Users with limited rights (*e.g.*, changing your email address, creating pseudo names for your Account(s), registering you for our Mobile TM Services, etc.) and to designate certain Authorized Users as “**view**” Authorized Users with further limited rights (*e.g.*, viewing cash user settings, changing cash user names, Online TM Services ID names, and personal identification numbers, etc.). It is your sole responsibility to monitor your Administrator to ensure that he or she is performing his or her duties properly, that transactions initiated in your name are authorized by you, and that the Security Procedures applicable to our Services (including without limitation any Security Procedure(s) we establish, you elect under your Enrollment Form, and/or your Administrator(s) select(s) from time to time) are being strictly followed. You understand and agree that each Authorized User will have the ability to perform activities

and initiate transactions via our Services on your behalf, subject to any restrictions set by your Administrator(s), regardless of any multiple signature(s) requirements set forth in your deposit or loan account agreement(s) or disclosure(s). You assume sole responsibility for the activities and transactions of your Administrator(s) and Authorized User(s) acting on your behalf (including without limitation any oral, electronic (e.g., via secure message, email, or otherwise), written, or other request, notice, or instruction made by any such Administrator(s) or Authorized User(s)).

As part of our Treasury Management Services, you may also elect under your Enrollment Form to designate us to serve as your Administrator for the sole purpose of establishing and/or removing your Authorized Users, in which case you agree to provide us with any information we request or require from time to time in such capacity. Further, you also agree to immediately review any action(s) we take as your Administrator and notify us in writing of any error, inaccuracy, discrepancy, or unauthorized change relating to such action(s). You specifically acknowledge and agree that one (1) Business Day from the date of our action is a reasonable time for you to review the action and to notify us of any such error, inaccuracy, discrepancy, or unauthorized change. You understand and agree that, if you do not notify us of any such error, inaccuracy, discrepancy, or unauthorized change within such time period, you waive any objections or claims based upon such errors, inaccuracies, discrepancies, or unauthorized changes, subject to Applicable Law/Rules. Without limiting your indemnification obligations otherwise set forth in the Terms and Conditions, you agree to indemnify and hold harmless the Bank (and any other Indemnitees) from and against any and all Losses resulting from our acts as your Administrator. This indemnification obligation will not apply to the extent any Losses are caused by the gross negligence or willful misconduct of an Indemnitee; provided, however, you understand and agree that, in the event an Indemnitee relies upon an oral, electronic, written, or other request, notice, or instruction believed in good faith to have been given by you (or on your behalf), such reliance will in no event constitute gross negligence or willful misconduct.

d. User Credentials.

Your Authorized Users will be issued confidential user credentials (e.g., personal identification number(s), user name(s), password(s), and/or other means of accessing your Account(s)) in connection with our Online TM Services (“**User Credentials**”). You understand and agree that your Administrator(s) will have the authority to change and/or update your User Credentials from time to time, and that your Administrator will have the authority to issue User Credentials to your Authorized Users. However, please note that the Bank reserves the right to verify the identity of any Authorized User (by any means we deem necessary or appropriate, in our discretion) before such Authorized User will be allowed to access the Services.

You will be solely responsible for the security and confidentiality of User Credentials. We recommend that you memorize your User Credentials and that you do not write them down. If you give someone User Credentials, you are authorizing that person to access and use the Online TM Services, and you will be responsible for all activities and transactions that person performs while using the Services. You understand and agree that all activities and transactions any such person performs (even transactions you did not intend or want performed) will be considered authorized transactions. If you notify us that a person is no longer authorized by you to access and use the Online TM Services on your behalf, we will have a reasonable opportunity and amount of time to act upon your notice, after which any subsequent transactions by such person (using the User Credentials assigned to such person) will be considered unauthorized. You agree to immediately notify us in writing if you learn or suspect that any of your User Credentials have been compromised or have been known to (or accessed by) an unauthorized person. We reserve the right to suspend or deactivate any User Credentials if we suspect or determine that any unauthorized or fraudulent activity is occurring (or has occurred).

In the event an Authorized User (other than an Administrator) becomes locked out of the Online TM Services, you understand and agree that your Administrator(s) will be required to reset the Authorized User’s User Credentials or to unlock the Authorized User’s access to the Service. In the event we receive a request from an Authorized User to reset such Authorized User’s User Credentials or to unlock the Authorized User’s access to the Online TM Services, we reserve the right to verify the identity of such Authorized User (by any means we deem necessary or appropriate, in our sole discretion) before resetting such Authorized User’s User Credentials or unlocking the Authorized User’s access to the Service.

e. Authorized User Information; Rejection.

Please note that each of your Authorized Users will be required to provide the Bank with certain identifying information, including without limitation his or her full legal name, personal physical address, telephone number, email address, etc., before accessing the Online TM Services. You understand and agree that we reserve the right to reject any Authorized User, or to otherwise prohibit or restrict such Authorized User’s access to or use of our Online TM Services, for any reason in our discretion.

4. Domestic Wire Transfer Services.

Our Domestic Wire Transfer Services offer you the ability to initiate payment orders for single or recurring wire transfers. Additional terms and conditions that apply to the use of our Domestic Wire Transfer Services are found on the attached **Appendix B**.

5. ACH Services.

Our ACH Services allow you to initiate credit and debit entries (“**Entries**”) in accordance with the Operating Rules of the NACHA (the “**ACH Rules**”). Additional terms and conditions that apply to the use of our ACH Services are found on the attached **Appendix C**.

6. ACH Block and Filter Services.

Our ACH Block and Filter Services are designed to help minimize the risk of loss from fraudulent ACH Entries. Additional terms and conditions that apply to the use of our ACH Block and Filter Services are found on the attached **Appendix D**.

7. Remote Deposit Capture Services.

Our Remote Deposit Capture Services allow you to deposit checks to your Account(s) through the Internet by means of software provided by the Bank. Additional terms and conditions that apply to the use of our Remote Deposit Capture Services are found on the attached **Appendix E**.

8. Positive Pay Services.

Our Positive Pay Services are designed to help minimize the risk of loss from fraudulent check issuance or payment. Additional terms and conditions that apply to the use of our Positive Pay Services are found on the attached **Appendix F**.

9. Lockbox Services.

Our Lockbox Services allow parties making Payments to you to send such Payments to your designated Post Office Box for processing and deposit to your Account(s). In addition, and as part of our Lockbox Services, our Remittance Program allows you to deposit checks to your Account(s) and to process remittance data (e.g., checks, payment vouchers, stubs, envelopes, correspondence, coupons, etc.) through the Internet by means of software provided by the Bank. Additional terms and conditions that apply to the use of our Lockbox Services are found on the attached **Appendix G**.

10. Additional Terms and Conditions.

a. Compliance.

You agree to comply at all times with federal, state, and local rules, ordinances, statutes, laws, and regulations applicable to the Services, along with all rules and regulations that apply to the use of any specific Services (e.g., the ACH Rules, etc.) (“**Applicable Law/Rules**”). Without limiting your indemnification obligations otherwise set forth in these Terms and Conditions, you agree to indemnify and hold harmless the Bank (and any other Indemnitees) from and against any and all Losses resulting from a violation of Applicable Law/Rules that is caused by or otherwise attributable to you.

b. Prohibited Transactions.

Without limiting your obligations otherwise set forth under these Terms and Conditions, you specifically agree not to use (or attempt to use) any of our Treasury Management Services to: (i) engage in any illegal or unlawful purpose or activity or to violate any Applicable Law/Rules; (ii) breach any contract or agreement to which you are bound; (iii) engage in any internet or online gambling transaction, regardless of whether gambling is legal in any applicable jurisdiction; and/or (iv) engage in any activity or transaction that is not expressly authorized under these Terms and Conditions.

c. Additional Documents.

You agree to complete, execute, and/or deliver any separate forms, agreements, documents, information, and/or materials we request or require from time to time prior to your use (or continued use) of our Services.

d. Security Procedures.

You agree to comply with any and all Security Procedures that we establish, that you elect under your Enrollment Form, and/or that your Administrator(s) select(s) from time to time in connection with the Services, which may include (without limitation) the designation of your Administrator(s), the issuance of User Credentials, identification codes, the establishment of a unique URL for use in connection with a Service, the use of a one-time passcode (e.g., a security token, etc.), the division of rights to issue and release payment orders or other transactions (e.g., dual control, etc.), IP restrictions, time/date restrictions, and/or the use of Alerts to notify you of payment orders and other transactions, among others (collectively, the “**Security Procedures**”). We will not be obligated to act on any communication not transmitted in accordance with the Security Procedures, and we may refuse to act on any communication where we reasonably doubt its authorization, contents, or origination (or compliance with the Security Procedures). You will be solely responsible for the use of our Treasury Management Services by any person who utilizes the Security Procedures applicable to each Service or whom we otherwise believe in good faith to be acting on your behalf. You understand and agree that we may act on instructions received under such Security Procedure(s) and will have no duty to verify or investigate the identity of the person giving such instructions, and that we will not be responsible or liable for any loss or damage arising out of or related to instructions we receive from any person in compliance with a Security Procedure. By selecting or using a Security Procedure, you agree and acknowledge that you have made a determination that such Security Procedure is appropriate and commercially reasonable for you in light of the nature of your business, and you understand and agree that any order, transaction, or instruction accepted (or acted or relied upon) by us in accordance with such Security Procedure will be deemed accepted (or acted or relied upon) in good faith. We reserve the right to issue new Security Procedures and/or to cancel

or modify existing Security Procedures from time to time in our discretion, and you agree to immediately notify us if you believe that any new, cancelled, and/or modified Security Procedures are not commercially reasonable for you.

e. Connectivity.

You are responsible for maintaining your own connectivity to the Internet, and you assume all risk and liability arising out of your use of the Internet in connection with our Services. You agree that we will not be responsible for entering or exporting your data in the event your connection to the Internet is interrupted or otherwise unavailable. Further, you are responsible for taking all precautions and security measures appropriate and best suited for your business. For instance, you agree to use (and keep updated) your own protective software and appliances for your computer, mobile device(s), and communication systems and software to protect them from viruses. You must ensure that any computer(s) or mobile device(s) used to access our Treasury Management Services will not be compromised, including without limitation, by hacking through which a third party may gain access to the computer(s), mobile device(s), and/or communication systems used to access the Services. You assume all risk and liability arising out of any such compromise, whether it results in unauthorized transactions via the Services or otherwise.

f. Mobile Devices.

You will be solely responsible for the operation and maintenance of your mobile device(s). We do not guarantee or warrant that your mobile device(s) or mobile device service plan(s) will be compatible with any of our Treasury Management Services. You agree that we will not be responsible or liable for any errors or problems relating to your mobile device(s), service plan provider(s), or mobile Internet access. You also understand and agree that we will not be responsible or liable for any fees assessed by your service plan provider, Internet service provider, or any other third party.

g. Monitoring; Records.

You understand and agree that we have the right to monitor and review your activities in relation to our Treasury Management Services to ensure your compliance with the terms of these Terms and Conditions and/or to determine and assess any fees or other amounts associated with such activities. However, we assume no duty to monitor your activities (or to advise you with respect to any such activities). You understand and agree that if our records about a payment order or other transaction involving the Treasury Management Services are different from your records, our records will govern.

h. Unlawful Internet Gambling Notice.

Without limiting your obligation to comply at all times with Applicable Law/Rules, please note that restricted transactions as defined by Federal Reserve Regulation GG, 12 C.F.R. Part

233, are prohibited from being processed through your Account(s) or via any of our Treasury Management Services.

i. Audits.

Without limiting any audit rights we may otherwise have under these Terms and Conditions, you agree that we may, upon reasonable notice to you, audit your books and records at any time to determine your compliance with these Terms and Conditions (and you agree to promptly provide us with any such books and records upon request), including without limitation your compliance with the ACH Rules (if applicable) and other Applicable Law/Rules. You grant us (including our employees and independent contractors) access to your premises, books, and records to perform such audits.

j. Exposure Limits.

You agree to provide any additional financial information or documentation we request to assess your continued qualification for our Treasury Management Services. You understand and agree that, based on our assessment, we may establish one or more exposure limits applicable to your use of our Treasury Management Services (“**Exposure Limits**”), and that we may amend any such Exposure Limits from time to time. We will have no obligation to accept payment orders or other transactions that exceed any Exposure Limits.

k. Disclaimer of Warranties.

WITHOUT LIMITING ANY OTHER DISCLAIMERS SET FORTH IN THESE TERMS AND CONDITIONS, YOU UNDERSTAND AND AGREE THAT OUR SERVICES ARE PROVIDED “AS IS” AND AS AVAILABLE WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WE EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF QUIET ENJOYMENT OR NON-INFRINGEMENT, WARRANTIES THAT MAY ARISE OUT OF A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OR TRADE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT ACCESS TO OUR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT OUR SOFTWARE, EQUIPMENT, OR COMMUNICATION INTERFACES WILL BE COMPATIBLE WITH YOURS (INCLUDING WITHOUT LIMITATION ANY FINANCIAL MANAGEMENT SOFTWARE YOU USE IN CONNECTION WITH OUR DIRECT CONNECT SERVICES), OR THAT THE INFORMATION AVAILABLE VIA OUR SERVICES, WILL AT ALL TIMES BE UP-TO-DATE, ACCURATE, OR RELIABLE.

l. Disclaimer of Liability; Limitation.

YOU AGREE THAT, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS (OR AS OTHERWISE REQUIRED BY APPLICABLE LAW/RULES), WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE (INCLUDING ANY DIRECT DAMAGES), PROPERTY DAMAGE, OR BODILY INJURY, WHETHER CAUSED BY THE BANK OR ANY EQUIPMENT, SOFTWARE, OR SERVICES PROVIDED BY THE BANK (OR OUR THIRD-PARTY SERVICE PROVIDER(S)), IN CONNECTION WITH YOUR USE OF OUR TREASURY MANAGEMENT SERVICES. YOU FURTHER AGREE THAT WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, ECONOMIC, PUNITIVE, OR OTHER DAMAGES OR LOST PROFITS ARISING OUT OF YOUR USE OF OUR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU FURTHER AGREE THAT WE WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSS OF INFORMATION, DATA CORRUPTION, OR WRONGFUL DISHONOR ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, OUR SERVICES. IN NO EVENT WILL OUR LIABILITY TO YOU IN CONNECTION WITH OUR TREASURY MANAGEMENT SERVICES, WHETHER ARISING UNDER CONTRACT, STATUTE, STRICT LIABILITY, OR BASED UPON A CLAIM OF NEGLIGENCE OR OTHER TORT CLAIM, EXCEED THE AMOUNT OF FEES YOU HAVE PAID US FOR YOUR USE OF OUR TREASURY MANAGEMENT SERVICES DURING THE SIX (6) MONTHS PRECEDING THE EVENT UPON WHICH SUCH LIABILITY IS BASED. THE WARRANTIES AND REMEDIES SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED.

m. Indemnification.

Without limiting your indemnification obligations otherwise set forth in these Terms and Conditions, you agree to indemnify and hold harmless the Bank and its directors, officers, employees, agents, and representatives (the “**Indemnitees**”), from and against any and all claims, demands, losses, liabilities, and expenses (including without limitation reasonable attorneys’ fees and costs) (“**Losses**”) resulting directly or indirectly for your use of, or your inability to use, our Treasury Management Services, or from your use of the Treasury Management Services for purposes not specifically authorized under (or in violation of) these Terms and Conditions. Your indemnification obligations described in these Terms and Conditions will not apply to the extent any Losses are caused by the gross negligence or willful misconduct of an Indemnitee; provided, however, you understand and agree that, in the event an Indemnitee relies upon an oral, electronic, written, or other request, notice, or

instruction believed in good faith to have been given by you (or on your behalf), such reliance will in no event constitute gross negligence or willful misconduct.

n. Intermediaries; Fees.

We may act on any communication and provide the Treasury Management Services using any payment system or intermediary organization we select. We may also engage one or more third parties to provide and/or perform the Services. You understand that we will have no obligation to disclose (or to obtain your consent in connection with) any such engagements or arrangements. You authorize the transfer of your information and data to agents of the Bank (in addition to your agents) for use in connection with the Services and/or as required by Applicable Law/Rules. Notwithstanding any instructions that we receive in connection with the Treasury Management Services, you understand and agree that we may charge your Account via ACH for any fees, taxes, charges, or payments in connection with transactions or services provided to you in connection with the Services.

o. Proprietary Rights.

All written and digitally encoded material relating to our Services is the proprietary and confidential property of the Bank (or our third-party service provider(s), where applicable), including without limitation all computer programs, processing systems, documentation, User Guide(s) and all other manuals, data, software, processes, and other information provided to you in connection with the Services, and all fee information with respect to such Services (collectively, “**Proprietary Information**”). You agree to use the Proprietary Information solely in the manner specified by us, in the ordinary course of your business, and in accordance with these Terms and Conditions. You must implement and maintain physical, technical, procedural, and administrative controls and safeguards reasonably designed to ensure the security, integrity, and confidentiality of our Proprietary Information and to protect against any anticipated threats or hazards to the security or integrity of (or unauthorized access to) our Proprietary Information. You agree to immediately return all applicable Proprietary Information (in your possession or otherwise under your control) to us upon termination of the Services.

p. Terminating the Services.

The Treasury Management Services will remain in effect until terminated in accordance with these Terms and Conditions. If you wish to terminate one or more, but not all, of the Services, you may do so by providing us with a written request to terminate such Service(s) or by calling us at 208-620-3724 and requesting to terminate such Service(s), after which (in either case) we will have a reasonable opportunity and amount of time to act upon your request. If you terminate one or more, but not all, of the Services, we may continue providing the remaining Services in accordance with these Terms and Conditions. If you wish to

terminate your use of our Treasury Management Services in their entirety, you may do so by providing us with at least thirty (30) days' written notice. You understand and agree that we may immediately terminate or suspend your use of any one or more Services at any time and for any (or no) reason. For instance, and without limiting the generality of the foregoing, we may immediately terminate or suspend such use in the event of any of the following: (i) you fail to timely pay any amount(s) due to us under these Terms and Conditions; (ii) we discover or suspect (in our discretion) that you have breached any provision of these Terms and Conditions; or (iii) we discover or suspect (in our discretion) that you or any of your Authorized Users are engaged in any willful misconduct, fraud, or violation of Applicable Law/Rules. Upon any termination of your use of any of our Services, you agree to maintain in your Account(s) an amount of funds sufficient to cover any outstanding items, transactions, and/or processing fees. You understand and agree that any such termination will not affect the rights and liabilities of the parties with respect to any transactions initiated or occurring prior to such termination.

q. Amendments.

We reserve the right to change any of the terms, conditions, charges, and/or fees associated with our Treasury Management Services from time to time in our discretion. We may amend these Terms and Conditions, our Fee Schedule in effect from time to time (our "**Fee Schedule**"), or any other agreements or documentation relating to the Treasury Management Services by providing written notice to you of any such amendment(s). For amendments involving additional service charges for online transactions, stricter limits on the type, amount, or frequency of transactions, or any increase(s) in your responsibility or liability for unauthorized transactions, our notice will be posted or sent at least thirty (30) days in advance of the effective date of such amendment(s), unless an immediate amendment is reasonably necessary to maintain the security of our Services. If such an immediate amendment is made, and it can be disclosed without jeopardizing the security of the Services, we will provide you with electronic or written notice within thirty (30) days after the amendment to the extent required by Applicable Law/Rules. If you continue to use our Services after the effective date of any such amendment(s), you will be deemed to have accepted and consented to such amendment(s). By using our Services from time to time, you authorize us to provide notice of amendments to these Terms and Conditions (including any changes in rates, charges, and/or fees) by email to your designated email address or by regular mail to your postal address. We reserve the right to add to, limit, or otherwise discontinue any one or more Services at any time in our discretion without prior notice or liability.

In addition to the foregoing, in the event that our provision of Services under these Terms and Conditions would result in a violation of any present or future statute, regulation or governmental policy to which we are subject, then these Terms and Conditions will be amended to the extent necessary to comply with such statute, regulation or policy. Alternatively,

we may terminate your use of any such Service(s) if we deem such action necessary or appropriate under the circumstances. You understand and agree that we will have no responsibility or liability to you as a result of any such violation, amendment, or termination. Please note that any practices or course of dealings between you and us, or any procedures or operational alterations used by you or us, will not constitute a modification of these Terms and Conditions, nor shall they be construed as an amendment to these Terms and Conditions.

r. Payment for Services.

You agree to pay us the fees and other charges for the Services selected (or otherwise used) by you as set forth in our Fee Schedule. As described above, you understand and agree that we may amend our Fee Schedule from time to time upon notice to you. In addition, you will be responsible for payment of any telephone charges, Internet service provider charges, any sales, use, excise, value-added, utility, or similar taxes relating to the Services, and any other fees or charges provided for or referenced under the agreements and/or other documentation between you and the Bank with respect to the Account(s).

s. Severability.

If any term or provision of these Terms and Conditions is to any extent held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Terms and Conditions will not be impaired or affected, and each term and provision will continue in full force and effect, and will be valid and enforceable to the fullest extent permitted by Applicable Law/Rules.

t. Notices.

Except as otherwise set forth in these Terms and Conditions, any written notice will be deemed given when delivered, or when sent to the Customer at the address(es) shown in our records, and to the Bank at the following address:

Mountain West Bank
P.O. Box 1059
Coeur d'Alene, ID 83816
Attention: Treasury Management

u. Governing Law, Venue, and Jurisdiction.

These Term and Conditions will be governed by and interpreted in accordance with the laws of the State of Montana without regard to conflict of law provisions. You and we irrevocably consent to the exclusive jurisdiction and venue of the state courts situated in Kalispell, Montana or the federal district courts of the Missoula Division for the State of Montana in connection with any suit, action, or matter arising out of or relating to the Services (and both you and we expressly consent to personal jurisdiction in any such court).

v. Non-Waiver.

The failure or delay of a party to require performance of, or to otherwise enforce, any condition or other provision of these Terms and Conditions will not waive or otherwise limit that party's right to enforce, or to pursue remedies for the breach of, any such provision or condition. Any waiver by either party of any particular condition or provision of these Terms and Conditions, including this non-waiver provision, will not constitute a waiver or limitation of that party's right to enforce the performance of, or to pursue remedies for the breach of, any other condition or provision of these Terms and Conditions.

w. Delays or Failures.

Neither party will be in breach under these Terms and Conditions (except for your obligation to pay amounts due to us, including fees, chargebacks, or other amounts due in connection with the Services) by reason of its delay in the performance of, or failure to perform, any of its obligations if such delay or failure is caused by problems with the Internet, terrorism, theft, accidents, epidemics or pandemics, civil unrest, riots, war, acts of government, strike, lockout, acts of God (*e.g.*, fire, flood, explosion, natural disaster, etc.), legal constraint, or any similar cause beyond such party's reasonable control.

You also understand and agree that we will not be responsible or liable for any loss or damage resulting from any delay in performance (or failure to perform) if we determine, in our discretion, that such performance would result in a violation of Applicable Law/Rules. We will also be excused from a delay in transmitting (or failing to transmit) an Entry if such transmittal would result in the Bank having exceeded its intra-day net funds position established pursuant to Federal Reserve guidelines or if we would otherwise violate any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. Further, all deadlines and time periods under these Terms and Conditions will be automatically extended to the extent necessary for compliance with the Applicable Law/Rules, including without limitation programs administered by the Office of Foreign Assets Control ("OFAC") and/or the Financial Crimes Enforcement Network ("FinCEN") or the laws and payment system rules of any foreign countries.

x. Assignments; Successors.

You may not assign or otherwise transfer (by operation of law or otherwise) any of your rights or obligations under these Terms and Conditions without our prior written consent, which we may withhold in our discretion. Subject to the foregoing restriction, the rights and obligations of the parties will be binding upon, and will inure to the benefit of, the respective heirs, successors, assigns, bankruptcy estates, administrators, personal representatives, and executors of the parties.

y. Entire Agreement.

These Terms and Conditions, our Fee Schedule, your Enrollment Form(s), your deposit account agreement and disclosure(s) for each of your deposit Accounts, your loan agreement and disclosure(s) for each of your loan Accounts, and any associated forms or agreements that you sign in connection with our Treasury Management Services, constitute the entire agreement between you and us pertaining to the Treasury Management Services and supersede all other discussions, negotiations, understandings, representations, and agreements pertaining to those Services, whether oral or written. Except as specifically set forth in these Terms and Conditions, nothing in these Terms and Conditions will be deemed to waive, release, limit, or modify the obligations of the parties under other agreements or documentation between you and us. In the event of an irreconcilable conflict between the terms of these Terms and Conditions and the terms of your deposit account agreement and disclosure(s) for your deposit Account(s) or your loan agreement and disclosure(s) for your loan Account(s), the terms of these Terms and Conditions will control.

Appendix A to Terms and Conditions Online TM Services

Mountain West Bank, Division of Glacier Bank

This Appendix sets forth additional terms and conditions that apply to the use of our Online TM Services.

1. In General.

In general, our Online TM Services allow you to do the following activities (among others) with respect to your linked Account(s):

- Transfer funds between your Accounts (*e.g.*, between your deposit Account(s), loan Account(s), and lines of credit Account(s));
- Transfer funds from your deposit Account(s) to accounts held by you or others at another financial institution;
- Make payments from your deposit Account(s) to your loan Account(s);
- Make payments from your Account(s) to Payees via our Bill Pay Services;
- Get information about your Account(s), such as Account balances or information on deposits or withdrawals;
- View images of paid checks;
- Make check deposits via our Remote Deposit Capture Services;
- View electronic images of your periodic Bank statements; and
- In certain circumstances, you may have access to additional Services, including the ability to initiate payroll and tax payments.

2. Account Information and Transaction History.

For each Account linked to our Online TM Services, you will have the ability to view balances and recent transaction histories. Please note that standard Account statements are generally maintained for twelve (12) months and electronic Account statements are generally maintained for eighteen (18) months.

3. Funds Transfers.

Our Online TM Services allow you to transfer funds between your linked Accounts.

a. Making Scheduled Transfers.

Transfers scheduled on a non-Business Day will be processed on the Business Day immediately preceding the scheduled transfer date. All other scheduled transfers will be processed from the funding Account at the beginning of the requested Business Day.

b. Timing of Transfers.

Transactions entered on our Website on or before 8:00 p.m. (Mountain Time (MT)) on any Business Day will be posted on the same Business Day. Transactions entered on our Website on a non-Business Day or after 8:00 p.m. (Mountain Time (MT)) on a Business Day will be posted by the end of the next Business Day.

c. Transfer Amount Limitations.

All transfers will be limited to the lesser of your available balance in the funding Account and your requested pre-established transfer limit (if any).

d. Canceling Transfers.

You cannot cancel a one-time immediate transfer after it has been submitted via our Online TM Services and the information has been transmitted to us. However, future-dated transfers can be cancelled prior to 8:00 p.m. (Mountain Time (MT)) on the Business Day the transfer is scheduled to be made.

4. Payment Orders.

You agree to be bound by any payment order (whether or not authorized by you) issued in your name and accepted by us in compliance with the Security Procedures you have selected or agreed to, or in compliance with any other written agreement or instructions between you and us restricting acceptance of payment orders issued in your name.

5. Bill Pay Services.

a. In General.

Our Bill Pay Services allow you to make online bill payments from your linked deposit Account(s) to third party payees that you designate (your “Payees”). Further, in some cases, our Bill Pay Services includes a module for electronic payroll processing through the ACH network. However, prior to transmitting any such payroll payments, you agree to obtain the Payee’s authorization to credit their account in accordance with Applicable Law/Rules.

b. Processing Bill Payments.

Bill payments entered into the Bill Pay Services before 1:00 p.m. (Mountain Time (MT)) on a Business Day will be scheduled and begin processing on the same Business Day. Bill payments that are entered after this cut-off time, or on a non-Business Day, will be scheduled and begin processing on the next Business Day. Scheduled recurring bill payments that fall on a weekend or on a non-Business Day will be processed on the Business Day that immediately precedes the scheduled payment date, unless you elect otherwise via our Bill Pay Services. You understand and agree that we may process your bill payments in any manner we select from time to time, including but not limited to electronic transmission and/or check (such as a check drawn on your Account).

c. Scheduling Bill Payments.

Please note that, when you schedule a bill payment via our Bill Pay Services, we do not guarantee any delivery dates and we will not be responsible or liable for any loss or damage due to any postal delays or if there are any processing delays caused by your Payees.

d. Cancelling Bill Payments.

In order to cancel a bill payment, you must sign into our Online TM Services and follow the directions provided on the screens associated with the Service. One-time bill payments scheduled on a Business Day after 6:00 a.m. (Mountain Time (MT)) (and scheduled to be processed that same Business Day) can be cancelled before 1:00 p.m. (Mountain Time (MT)) that same Business Day. Future-dated bill payments can be cancelled prior to 6:00 a.m. (Mountain Time (MT)) on the Business Day that such bill payment(s) is scheduled to be processed.

e. Limits.

Your bill payments may be made for any amount within the pre-established limits that we set, which we may change from time to time in our discretion. We may refuse to process any bill payment request that exceeds any online bill payment amount limit. If this occurs, you will be responsible for making alternate payment arrangements or for rescheduling your bill payment within our Online TM Services.

6. E-Bills Services.

Our E-Bills Services is a feature of our Online TM Services that allows you to receive bills electronically from participating Payees. When you set up the E-Bills Services for use with a participating Payee, you will provide us with certain information that will be forwarded to the participating Payee to complete the setup process. However, please note that participating Payees may establish their own guidelines for reviewing (and approving or rejecting) requests to receive electronic bills. Further, you understand and agree that we will not be responsible or liable for any loss or damage arising out of or related to a Payee's failure to forward an electronic

bill to you in a timely manner (or for any related late fees, charges, expenses, etc.), and that it is your sole responsibility to contact the Payee directly if you do not receive an electronic bill for any reason.

7. FedPayments Reporter Services.

Our FedPayments Report Services is a feature of our Online TM Services that allows you to receive (e.g., via secure email) and/or download reports that detail your electronic data interchange ("EDI") activities. In addition, our FedPayments Reporter Services may also allow you to download reports on non-EDI transactions, such as volume summaries, returns, and notifications of change ("NOCs"), among others.

8. Direct Connect Services and Web Connect Services.

Our Direct Connect Services and Web Connect Services allow you to connect to your Account(s) through certain financial management software, such as QuickBooks and Quicken, and any other software we identify for use in connection with the these Services from time to time. You understand and agree that you will be solely responsible for obtaining and maintaining a separate license agreement with the provider of your financial management software, and you agree to comply at all times with the terms of such license agreement. As part of these Services, you will have the ability to upload certain Account information into your financial management software, but please note that we will not automatically update the information that you have uploaded (and, as a result, the information reflected in your financial management software may not be timely or up to date). You understand and agree that you will be solely responsible for periodically updating your Account information by uploading updated Account information into your financial management software.

9. Availability of Funds.

You agree to the following with respect to your transfer or payment instructions made via our Online TM Services:

- You authorize us to withdraw, debit, or charge the necessary funds from your designated Account(s) on the date we perform the transfer.
- You will instruct us to make a withdrawal only when a sufficient balance is (or will be) available in the Account(s) at the time of withdrawal.
- The completion of a transfer is subject to the availability of sufficient funds (including any overdraft protection plans) in the Account at the time the transaction is posted. If enough funds to complete the transfer are not available, we may either: (a) complete the transaction and overdraw your Account; or (b) refuse to complete the transaction. In either case, as applicable, we may issue a charge for non-sufficient funds ("NSF"), a returned item, an overdraft, or similar fee. Please refer to the applicable Account agreement and Fee Schedule for details.

- At our option, we may make a further attempt to process your transfer request.

You understand and agree that we will have no obligation to inform (or otherwise notify) you if we do not complete a transfer request because there are non-sufficient funds (or available credit under an overdraft protection plan) in your Account(s) to process the transaction, and that we will not be responsible or liable for any loss or damage related to any such transfer request.

10. Stop Payment Orders.

Our Online TM Services allow you to initiate stop payment orders. To be effective, a stop payment order must be received in time to allow us a reasonable opportunity and amount of time to act on it, and for some ACH debits must be received at least three (3) Business Days before the scheduled date of transfer. To be effective, a stop payment order must identify the payment sufficiently to allow us a reasonable opportunity to act on it. If the payment is by check, or if the payment is by ACH debit and we give notice at the time an oral stop payment order is received that written confirmation is required and provide an address where the written confirmation can be sent, an oral stop payment order is effective for fourteen (14) calendar days only, unless confirmed in writing within the fourteen (14) day period. Properly signed written stop payment orders are effective for six (6) months after the date received and will automatically expire after that period unless renewed in writing. With respect to ACH debits, you and we agree to abide by the ACH Rules and regulations regarding stop payment orders. Please refer to our separate Fee Schedule for the amount we will charge you for each stop payment order you give.

11. Banking Alert Services.

a. In General.

You may elect to use our Banking Alert Services and select a variety of optional banking alerts (each, an "Alert"), including without limitation Alerts for transaction notifications, Account balance notifications (e.g., above or below designated dollar thresholds), expiring transfer notifications, and certain notifications associated with our ACH Services (e.g., ACH batches initiated or uninitiated) and Domestic Wire Transfer Services (e.g., wires transmitted), among others. You may elect to receive Alerts via email and/or text message. All Banking Alerts will be sent to the email address and/or mobile number you provide within our Online TM Services. You will be solely responsible for accurately specifying and updating such email address and/or mobile number.

b. Additional Terms.

Alerts should not substitute for timely and careful review of account statements. You understand and agree that the delivery of Alerts may be at times delayed or prevented by a variety of factors, many of which are outside of our

control. Although we will use reasonable efforts to provide the Alerts in a timely manner with accurate information, we do not guarantee the delivery or the accuracy of the contents of any Alert.

12. Mobile TM Services.

a. In General.

As part of our Online TM Services, we also offer Mobile TM Services which allow you to access your Accounts via certain supported mobile devices using your User Credentials and providing such other information as we may require from time to time. Our Mobile TM Services currently allow you to do the following activities (among others) with respect to your linked Account(s):

- Transfer funds between your Accounts (e.g., between your deposit Account(s), loan Account(s), and lines of credit Account(s));
- Transfer funds from your deposit Account(s) to accounts held by you or others at another financial institution;
- Make payments from your deposit Account(s) to your loan Account(s);
- Make payments from your Account(s) to Payees via our Bill Pay Services;
- Get information about your Account(s), such as Account balances or information on deposits or withdrawals;
- View images of paid checks;
- Make check deposits via our Remote Deposit Capture Services;
- View electronic images of your periodic Bank statements; and
- Manage certain functionality in connection with your credit and/or debit card(s) (including in some cases the ability to manage the Security Procedures applicable to your card(s)).

b. App-Based Software; Security.

Please note that our Mobile TM Services are app-based, and that any Authorized User that can access an app store on a mobile device will have the ability to download and access the Bank's Mobile TM Services and gain access to your Account(s) (and perform the activities and transactions outlined in these Terms and Conditions). You agree to take every precaution to ensure the safety and security of your Accounts and transactions when using our Mobile TM Services. If you or your Authorized Users permit persons to use mobile devices, access information, or any other means to access our Mobile TM

Services, you will be held responsible for any transactions such persons initiate or authorize, and you agree that we will not be responsible or liable for any loss or damage that may result.

13. Sweep Services.

Our Sweep Services allow you to sweep funds between your designated Accounts. If you wish to use our Sweep Services, you agree to complete, execute, and deliver any separate agreements, documents, and/or materials we require from time to time prior to your use of our Sweep Services (including without limitation our Sweep Repurchase Agreement, Money Market Mutual Fund Sweep Agreement, etc.). You understand and agree that your use of our Sweep Services will also be subject to these Terms and Conditions.

14. Account Access.

To prevent unauthorized access to your Account(s) and to prevent unauthorized use of the Online TM Services, you agree to protect and keep confidential your Account number(s) and User Credentials. The loss, theft, or unauthorized use of your Account Number(s) or User Credentials cause you to lose some or all of the money in your Account(s), plus any amount available under your overdraft protection plan. It could also permit unauthorized persons to gain access to your sensitive personal and Account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Account number(s) or User Credentials to any person or entity, you assume all risks and losses associated with such disclosure. If you permit any other person or entity, including any data aggregation service providers, to use the Online TM Services or to access or use your Account number(s) or User Credentials, you are responsible for any transactions and activities performed from your Account(s) and for any use of your personal and Account information by such person or entity.

15. Hardware and Software.

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment necessary for you to access and use our Online TM Services. Unless you comply with such requirements, you may not be able to use our Online TM Services. If you are able to access or use our Online TM Services using hardware and software that does not meet such requirements, you understand and agree that you may not be able to access or use all of the features or functions of our Online TM Services, and that may be exposed to increased security risks related to your use of the Service.

16. Security.

We work hard to make our Website and the Online TM Services secure. We will employ such security measures as in our discretion are appropriate to secure our Website and the Services. You agree not to use our Website for any unauthorized purpose(s). We may monitor and audit transactions made through our Website. Please also note that,

as a courtesy to you, we may offer a third-party security software program which can be downloaded by you through our Online TM Services and which can be used alongside other recommended preventative security measures and programs, including firewalls and anti-spam/anti-virus/anti-spyware. The purpose of this third-party software is to help prevent the theft and misuse of your User Credentials. We offer this through a third party and may require it for certain Accounts as determined by us from time to time in our discretion. We do not make any covenants, warranties, or guarantees that this third-party software will prevent or help to prevent the theft or misuse of your User Credentials. Except as expressly set forth in these Terms and Conditions (or otherwise required by Applicable Law/Rules), we will not be responsible or liable for any losses or damages resulting from: (a) your download and installation of such third-party software on your computer(s); or (b) deficiencies in your computer hardware or software or in your ability or care in using them.

17. Statements; Changes; Disclosures; Etc.

For your Account(s) linked to our Online TM Services, the monthly or other periodic statements, changes to Account agreements, and other Account disclosures may be provided to you within our Online TM Services Website. This will apply to all of the Accounts you link to our Online TM Services, including the Account(s) you have now and may open in the future.

18. Limitations on Frequency of Transfers.

Please note that transfers and withdrawals from a savings or money market account to another of your accounts or to third parties by preauthorized, automatic, telephonic, or computer transfer, or by check, draft, debit card, or similar order to third parties, cannot exceed six (6) per calendar month or statement cycle of at least four (4) weeks. For security reasons, there may be other limitations on the number of transfers you can make.

19. Disclosure of Information.

In connection with your use of our Online TM Services, you authorize us to disclose information about you and your transactions to third parties in the following instances:

- When necessary to complete your transfers or bill payments, or to investigate or resolve a problem related to a transfer or bill payment;
- When required to verify the existence or condition of your Account(s) for a third party, such as a credit bureau or merchant;
- When required to comply with the orders of a governmental agency or court, or in connection with fraud prevention or an investigation;
- When you give us permission;
- With our affiliates to the extent permitted under Applicable Law/Rules; and/or

- As otherwise explained in our Privacy Policy, a copy of which is available on our Website.

20. Account Reconciliation.

You understand and agree that it is your sole responsibility to reconcile your Account(s) on a daily basis and to notify us immediately in the event a discrepancy is identified. You understand and agree that business accounts are not covered under federal Regulation E or any other consumer law limiting liability with respect to unauthorized use of our Online TM Services. In addition, the resolution process for business customers differs from that for consumer customers. As a business, you understand and agree that you must notify us within one (1) Business Day of any unauthorized activity. Notification of unauthorized activity does not guarantee a recovery of any loss incurred. Upon proper notification, we will proceed with our standard investigation process and advise you of the results of our investigation. You agree that we may send notices and other communications, including confirmation of your User Credentials to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

21. Duration and Termination.

Our Online TM Services will remain in effect until terminated by either you or us. You may terminate the Online TM Services at any time by notifying us in accordance with the Terms and Conditions. Please note that termination of your Online TM Services will not by itself terminate or close your Account(s) with us. We strongly encourage you to cancel any such scheduled transfers or payments before notifying us that you wish to terminate the Online TM Services. Without limiting our termination rights otherwise described in the Terms and Conditions, you understand and agree that we may terminate or suspend your use of our Online TM Services at any time in our discretion, including without limitation due to inactivity or suspected unauthorized transactions.

Appendix B to Terms and Conditions Domestic Wire Transfer Services

Mountain West Bank, Division of Glacier Bank

This Appendix sets forth additional terms and conditions that apply to the use of our Domestic Wire Transfer Services.

1. In General.

Our Domestic Wire Transfer Services offer you the ability to initiate payment orders for single or recurring wire transfers. Please note that certain terms used but not otherwise defined in this Appendix will have the meaning(s) given to such terms in Article 4A of the Uniform Commercial Code. When you initiate a payment order via our Domestic Wire Transfer Services, you authorize us to debit your Account(s) as necessary or appropriate to provide the Service. Without limiting the generality of the foregoing, we will debit your Account(s) for your payment orders pursuant to the Service and for all fees, taxes, or other amounts due to us under these Terms and Conditions. Please refer to our Fee Schedule for details.

2. Executing Payment Orders.

A payment order will be considered accepted by us when it is executed. You understand and agree that we may process payment orders in any order we choose. We may execute each payment order that we receive in your name as sender, provided that you have sufficient funds on deposit in your Account and that the payment order is authorized by you, is binding on you under the laws of agency, or is verified by us in compliance with a Security Procedure for verifying the authenticity of funds transfer instructions sent to us in your name. No instruction or other restriction limiting our acceptance of a payment order will be effective unless we accept and agree to such instruction or other restriction in writing. However, we may elect to act consistently with an instruction or other restriction that we believe in good faith was made by you.

3. Rejection of Payment Orders.

We will only process payment orders that we receive in accordance with these Terms and Conditions, and we may reject any that are not so received. For instance, we may in our discretion reject a payment order for a variety of reasons, including without limitation in the case of insufficient or inconsistent data, suspected fraud or illegal activity, noncompliance with a Security Procedure, or insufficient funds, among others. If we reject to execute a payment order of yours, we will use reasonable efforts to promptly notify you (in most cases no later than the Business Day we would have otherwise processed the payment order) of the rejection orally, electronically, in writing, or using any other method we choose.

4. Deadlines.

We maintain a deadline for accepting payment orders via our Domestic Wire Transfer Services. Our current deadline is 4:15 p.m. (Mountain Time (MT)). You understand and agree that we may change our deadline(s) from time to time at our discretion. We may treat any payment order we receive after the appropriate deadline on a Business Day as if it were received on-time, or we may treat it as if it were received at the opening of the next Business Day. You acknowledge that the likelihood of funds being received by the beneficiary's bank on the same Business Day you make a payment order is increased (but not guaranteed) if we receive your payment order by the deadline.

5. Wire Transfer Drawdown Services.

As part of our Wire Transfer Drawdown Services, you authorize us to honor and respond to wire transfer drawdown requests that we receive from any beneficiary (or beneficiary's originating bank) that you have designated under your Wire Transfer Drawdown Request and Authorization Form (your "Drawdown Form"). You understand and agree that, as part of our Wire Transfer Drawdown Services, we will transfer funds from your Account(s) (subject to any limits that you have designated under your Drawdown Form) to the beneficiary's account at the beneficiary's originating bank, and that this transfer will result in a charge to your Account(s) and the creation of an outbound wire transfer to the beneficiary's account at the beneficiary's originating bank. You understand and agree that we will have no obligation to confirm with (or otherwise notify) you with respect to any drawdown request that we receive from a designated beneficiary (or the beneficiary's originating bank) prior to charging your Account(s) and initiating the outbound wire transfer to the beneficiary's account at the beneficiary's originating bank. If at any time you wish to revoke this authorization with respect to any particular beneficiary (or beneficiary's originating bank), you may do so by notifying us in writing, after which we will have a reasonable opportunity and amount of time to act upon your notice. Notwithstanding anything otherwise set forth in these Terms and Conditions, you understand and agree that we reserve the right to reject any drawdown request that we receive from a designated beneficiary (or the beneficiary's originating bank) for any reason in our discretion.

6. Account Balance.

We will not be required to process payment orders for you unless you have sufficient available funds on deposit in your Account and your payment orders otherwise comply with these Terms and Conditions. If there is ever a negative balance in the Account: (a) you will be indebted to us for the amount of the

negative balance and will immediately deposit funds into the Account sufficient to eliminate the negative balance; and (b) we will be entitled (without prior notice and unless prohibited by Applicable Law/Rules) to apply against such indebtedness the funds in any other accounts you have with us and to collect on such indebtedness by any lawful means.

7. Data Retention.

You agree to retain data on file adequate to permit remaking of each of your payment orders for one (1) year following the date of its transmittal to the Bank. You agree to promptly provide such data to us upon our request from time to time.

8. Purpose of Security Procedures.

You understand and agree that the Security Procedures applicable to our Domestic Wire Transfer Services are solely for the purpose of corroborating that the payment orders initiated are yours, and not for the purpose of detecting errors in transmission or in the content of the information provided, which you understand and agree are your sole responsibility. You will be bound by all the payment orders that you initiate, even if we do not follow the Security Procedures under these Terms and Conditions, and even if an error would have been discovered if we had followed such Security Procedures.

9. Unauthorized Initiations.

You are solely responsible for avoiding unauthorized payment order initiations received by us in accordance with these Terms and Conditions. Unless otherwise required by Applicable Law/Rules, you will be bound by all payment order initiations purporting to be yours, even if they are not authorized by you, if we receive and process them in accordance with these Terms and Conditions.

10. Separation of Duties (i.e., Dual Control).

As part of our Security Procedures, the Domestic Wire Transfer Services provide you the ability to require that a “dual control” approval process take place before your payment orders can be processed (e.g., approval involving multiple Authorized Users, etc.). In order to increase your internal security (and to minimize the risk of unauthorized payment orders), we strongly suggest that your Administrator(s) assign the ability to initiate payment orders and the ability to approve those payment orders to separate Authorized Users whenever possible. If you (or your Administrator(s)) elect not to use the dual control approval process, you understand and agree that you assume all risk and liability arising out of your decision to do so and, without limiting your indemnification obligations otherwise set forth in these Terms and Conditions, you agree to indemnify and hold harmless the Bank (and any other Indemnitees) from and against any and all Losses resulting from your decision to do so.

11. Inconsistent Names and Numbers.

Any inconsistencies in your initiations between the names and identifying numbers of payment order beneficiaries, or between

the names and identifying numbers of receiving depository financial institutions, will be resolved in favor of the numbers, and you will be bound thereby. You further agree that, if your payment order identifies any bank by both a name and an identifying number and the number identifies a person different from the bank identified by name, any bank may rely solely on the identifying number.

12. Cancellation or Amendment.

You will have no right to cancel or amend any payment order after it has been submitted to us. If we have not already executed the payment order, we will use reasonable efforts to act on a request by you for cancellation of the payment order prior to transmitting, but we make no guarantee or warranty with respect to our ability to do so. You understand and agree that we will have no responsibility or liability if cancellation cannot be accomplished.

13. Exposure Limits.

As described in the Terms and Conditions, we may establish Exposure Limits with respect to your use of our Domestic Wire Transfer Services, and we may change those Exposure Limits from time to time in our discretion. You understand and agree that any such Exposure Limits will be effective immediately upon their establishment or change. We will use reasonable efforts to notify you of the Exposure Limits within a reasonable time after they are established or changed. If you request to change an Exposure Limit, we may require you to provide your request in writing, and you understand and agree that we may require credit approval in connection with any such change(s).

14. Information; Audits.

You agree to promptly provide us with any information, explanations, and copies we request from time to time which are pertinent in any way to your payment orders. Without limiting any audit rights we may otherwise have under these Terms and Conditions, you understand and agree that we may audit your compliance with this Appendix, and you will give us access to your premises and records and provide us with all information we request in connection with any such audits.

15. Wire Transfer Phone/Fax Authorization.

As part of our Domestic Wire Transfer Services, you understand and agree that we may also require you to complete and execute our standard Wire Transfer Phone/Fax Authorization Form (your “**Wire Transfer Phone/Fax Authorization Form**”), which is designed to address instances in which our Online TM Services may be unavailable from time to time (e.g., due to unexpected outages, downtime, maintenance, etc.). The terms of your Wire Transfer Phone/Fax Authorization Form will form a part of these Terms and Conditions, and you authorize us to act according to the instructions set forth in your Wire Transfer Phone/Fax Authorization Form as part of our Domestic Wire Transfer Services.

16. Fedwire and Applicable Rules.

Payment orders (or cancellations of payment orders) may be processed through the funds transfer system of the Federal Reserve Banks (“**Fedwire**”) or any other funds transfer system we choose. You understand and agree that your and our rights and obligations with respect to any payment order, any part of which is carried out through the use of Fedwire, will be governed by Applicable Law/Rules, including without limitation the regulations of the Board of Governors of the Federal Reserve, and the operating circulars of the Federal Reserve Banks.

17. Duration and Termination.

You may terminate your use of our Domestic Wire Transfer Services at any time by complying with the termination procedure(s) outlined in Section 10(p) of the Terms and Conditions. However, you understand and agree that any such termination will not affect the rights and liabilities of the parties with respect to any payment orders or other transactions initiated or occurring prior to such termination.

Appendix C to Terms and Conditions

ACH Services

Mountain West Bank, Division of Glacier Bank

This Appendix sets forth additional terms and conditions that apply to the use of our ACH Services.

1. In General.

Our ACH Services allow you to initiate Entries in accordance with the ACH Rules. Please note that certain terms used but not otherwise defined in this Appendix will have the meaning(s) given to such terms in the ACH Rules. Further, references in this Appendix to Sections and Subsections of the ACH Rules include any pertinent superseding local rules. References to such Sections and Subsections include provisions dealing with the same subject matter in any subsequently amended ACH Rules, even if they are entitled differently or have different numbers or other designations. In addition, note that, as used throughout this Appendix, the term “initiate” includes to reinitiate, and the term “Uncompleted Entry” refers to an Entry which is returned, reversed, or otherwise not completed.

2. ACH Origination.

As part of your use of the ACH Services, you authorize us, as the originating depository financial institution (“ODFI”), to transmit, and to debit or credit the amounts of, Entries to the accounts of Receivers through the ACH system. This authorization extends to the types of Entries selected under your Enrollment Form. When initiating an Entry, you agree to comply with these Terms and Conditions, including without limitation your obligations under this Appendix. You agree to be bound by the ACH Rules, including all the Originator obligations (and Third-Party Sender obligations, if applicable) under the ACH Rules. You also agree to satisfy and be solely responsible as between you and us for: (a) all the requirements of the ACH Rules related to the Authorization and Notice of Entries found in Section 2.3 of the ACH Rules, all of the requirements related to Authorization by Notification for Specific Types of Entries found in Section 2.5 of the ACH Rules, and the RDFI Notice to Receiver requirements in Section 3.1 of the ACH Rules; and (b) all the requirements necessary for us not to be in breach of the ODFI warranties specified in the ACH Rules, except for those specified in the Subsections entitled The ODFI has Verified the Identity of Originator or TPS that Uses Unsecured Electronic Network, ODFI Warranties for Entries through its Sending Points, Audits of Rules Compliance, and Subsections 2.5.2.5(b), 2.5.2.5(c), and 2.5.17.4(c) of the ACH Rules, which are our sole responsibility. You also agree to satisfy any requests we make regarding compliance with the ACH Rules Section entitled “Secure Transmission of Banking Information.”

3. Deadlines.

We maintain a deadline for accepting Entries via our ACH Services. Unless otherwise indicated in these Terms and

Conditions, our current deadline is 5:00 p.m. (Mountain Time (MT)) at least one (1) Business Day (but no more than ten (10)) Business Days) before the Effective Entry Date. You understand and agree that we may change our deadline(s) from time to time at our discretion. We may treat any Entry we receive after the appropriate deadline on a Business Day as if it were received on-time, or we may treat it as if it were received at the opening of the next Business Day.

4. Pre-notification and Rejection of Pre-notification.

You may send us a pre-notification that you intend to initiate an Entry. However, any such pre-notification shall be provided to us in the format and on the medium prescribed by the ACH Rules or as we otherwise require or request from time to time in our discretion. If you have received notice that such pre-notification has been rejected within the prescribed period by a receiving depository financial institution (“RDFI”), you agree that you will not initiate any corresponding Entry until the cause for the rejection has been corrected.

5. Debits and Credits to Account.

As part of our ACH Services, we will debit your designated Account: (a) for all credit Entries initiated and processed via the Service; (b) for all Uncompleted (debit) Entries; (c) for all adjustments regarding debit Entries initiated and processed via the Service; and (d) for all fees, taxes, or other amounts due to us under these Terms and Conditions. Further, as part of our ACH Services, we will credit your designated Account: (x) for all debit Entries initiated and processed via the Service; (y) for all Uncompleted (credit) Entries; and (z) for all adjustments regarding credit Entries initiated and processed via the Service.

6. Process Obligation.

We will process Entries received in accordance with these Terms and Conditions and subject to the following:

- As to Entries regarding which we are the RDFI as well as the ODFI (*i.e.*, “on-us” Entries) and regarding which we do not involve an ACH Operator, by debiting or crediting the Receivers’ accounts on the Effective Entry Dates; and
- As to other Entries, by transmitting them to an ACH Operator in accordance with the ACH Rules no later than the Transmittal Deadline, using or not using Third-Party Service Providers as we deem appropriate.

You understand and agree that we will only process Entries that we receive in accordance with these Terms and Conditions, and we may reject any that are not so received. In most cases, we will give you notice of such rejection no later than the Business

Day we would otherwise have transmitted them to an ACH Operator, or in the case of “on-us” Entries regarding which we do not involve an ACH Operator no later than their Effective Entry Dates. However, in some cases we may not receive notice of a rejected Entry from an ACH Operator until after we close for business on a Business Day, in which case we will give you notice of such rejection no later than the following Business Day. You agree that we will have no liability for interest or otherwise for rejecting Entries in accordance with these Terms and Conditions. In addition, and notwithstanding anything in these Terms and Conditions to the contrary, we are entitled to reject “on-us” Entries, and thus not process them, for any of the reasons RDFIs can return them.

7. Same Day ACH Services.

As part of our ACH Services, you may also elect under your Enrollment Form to use our Same Day ACH Services. As part of our Same Day ACH Services, you may initiate an Entry with an Effective Entry Date of the same date, and submit that Entry to us for Same Day Settlement, subject to our standard processing schedule deadline. Under our current processing scheduled deadline, Entries initiated and received by us before 2:00 p.m. (Mountain Time (MT)) with a Same Day Effective Entry Date will settle on that day. Please note that any ACH Entries that we receive containing stale-dated or incorrect/invalid Effective Entry Dates will be processed as Same Day ACH Entries. Any transactions that do not meet our criteria for Same Day ACH processing will be sent as a next-day available ACH file as otherwise described in this Appendix.

8. Account Balance.

We will not be required to process initiations for you unless the available balance in your Account is at least equal to the sum of any credit Entries initiated by you. If there is ever a negative balance in your Account: (a) you will be indebted to us for the amount of the negative balance and will immediately deposit funds into the Account sufficient to eliminate the negative balance; and (b) we will be entitled (without prior notice and unless prohibited by Applicable Law/Rules) to apply against such indebtedness the funds in any other accounts you have with us and to collect on such indebtedness by any lawful means.

9. Data Retention.

You agree to retain data on file adequate to permit remaking of each of your Entries for one (1) year following the date of its transmittal to the Bank. You agree to promptly provide such data to us upon our request from time to time. Without limiting the generality of the foregoing, you specifically agree to be bound by and comply with all applicable provisions of the ACH Rules regarding the retention of documents or any record, including, without limitation, your responsibilities to retain all items, source documents, and records of authorization in accordance with the ACH Rules.

10. Purpose of Security Procedures.

You understand and agree that the Security Procedures applicable to our ACH Services are solely for the purpose of corroborating that the Entries initiated are yours, and not for the purpose of detecting errors in transmission or in the content of the information provided, which you understand and agree are your sole responsibility. You will be bound by all the Entries that you initiate, even if we do not follow the Security Procedures under these Terms and Conditions, and even if an error would have been discovered if we had followed such Security Procedures.

11. Unauthorized Initiations.

You are solely responsible for avoiding unauthorized Entry initiations received by us in accordance with these Terms and Conditions. Unless otherwise required by Applicable Law/Rules, or provided by the ACH Rules, you will be bound by all Entry initiations purporting to be yours, even if they are not authorized by you, if we receive and process them in accordance with these Terms and Conditions.

12. Separation of Duties (i.e., Dual Control).

As part of our Security Procedures, the ACH Services may provide you the ability to require that a “dual control” approval process take place before Entries can be processed (e.g., approval involving multiple Authorized Users, etc.). In order to increase your internal security (and to minimize the risk of unauthorized Entries), we strongly suggest that your Administrator(s) assign the ability to initiate Entries and the ability to approve those Entries to separate Authorized Users whenever possible. If you (or your Administrator(s)) elect not to use the dual control approval process, you understand and agree that you assume all risk and liability arising out of your decision to do so and, without limiting your indemnification obligations otherwise set forth in these Terms and Conditions, you agree to indemnify and hold harmless the Bank (and any other Indemnitees) from and against any and all Losses resulting from your decision to do so.

13. Inconsistent Names and Numbers.

You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the RDFI may be made by the RDFI (or by us, in the case of an “on-us” Entry) on the basis of the account number, even if it identifies a person other than the named Receiver, and that your obligation to pay the amount of the Entry to us will not be excused in such circumstances. You further agree that if an Entry identifies any bank by both a name and an identifying number, and the number identifies a person different from the bank identified by name, any bank may rely solely on the identifying number.

14. Article 4A Notice.

By using our ACH Services, you understand and agree that you have received the following notice with respect to each credit

Entry subject to Article 4A of the Uniform Commercial Code of the state or jurisdiction whose laws govern these Terms and Conditions (“**Article 4A**”):

- The Entry may be transmitted through the ACH;
- The rights and obligations of the Originator concerning the Entry shall be governed by the laws of the state or jurisdiction whose laws govern these Terms and Conditions;
- Credit given by the RDFI to the Receiver for the Entry as provided in Subsection 3.3.1 (Availability of Credit Entries to Receivers) of the ACH Rules is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of Article 4A; and
- If the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver’s account, and the Originator will not be considered to have paid the amount of the credit Entry to the Receiver.

15. Reversing Files and Entries.

If you initiate, or ask us to initiate, a reversing and/or correcting file or a reversing Entry, we will not be required to proceed with it unless:

- You deliver your request and the required information to us at least twenty-four (24) hours (not including any period that is not a Business Day) before the deadline for our transmitting the same to the Originating ACH Operator under the ACH Rules;
- You agree to indemnify us to the fullest extent of the indemnification required of us under the ACH Rules; and
- If you discover that any Entry you have initiated is in error, it will be your sole responsibility to notify the affected Third-Party that an Entry has been made that is at variance with the Third-Party’s authorization or is otherwise erroneous.

16. Exposure Limits; Prefunding.

As described in these Terms and Conditions, we may establish Exposure Limits with respect to your use of our ACH Services, and we may change those Exposure Limits from time to time in our discretion. You understand and agree that the Exposure Limits will be effective immediately upon their establishment or change. We will use reasonable efforts to notify you of the Exposure Limits within a reasonable time after they are established or changed. If you request to change an Exposure

Limit, we may require you to provide your request in writing, and you understand and agree that we may require credit approval in connection with any such change(s). Please note that you may also be required to set aside sufficient funds to cover any credit Entries (“**Prefunding**”). If Prefunding is required, we may place a hold on the settlement Account in the amount of your credit Entries for two (2) days prior to the settlement date.

17. Information and Audits.

You agree to promptly provide us with any information, explanations, and copies we request which are necessary for us to comply with the ACH Rules or which are pertinent in any way to your initiation of Entries. Without limiting any audit rights we may otherwise have under these Terms and Conditions, you understand and agree that we may audit your compliance with this Appendix and the ACH Rules, and you will give us access to your premises and records and provide us with all information we request in connection with such audits.

18. Provisions Applicable to Third-Party Senders.

Our ACH Services may allow you to initiate Entries as a Third-Party Sender on behalf of other Originators. If you do so, this Section 18 includes additional terms and conditions that apply to your activities as a Third-Party Sender.

a. In General.

You agree to enter into a binding agreement with each Originator, SEC Code Specific, and binding to the ACH Rules. For Entries of which you are not the Originator, you represent and warrant that the Originator has agreed to assume the responsibilities of an Originator under the ACH Rules.

b. U.S. Law.

Without limiting your obligations otherwise set forth in these Terms and Conditions, it will be your responsibility to ensure the origination of ACH transactions complies with U.S. Law, and as such, you represent and warrant that you will not transmit any Entries that violate U.S. law and that your Originator(s) will not initiate Entries that violate U.S. law.

c. Obligations under the ACH Rules.

In addition to any other duties, responsibilities, warranties, representations, and liabilities under these Terms and Conditions, for each Entry transmitted by you, except for any Entry initiated by you as an Originator, you represent and warrant to us and agree you will: (a) perform all of the duties of a Third-Party Sender in accordance with the ACH Rules, including, but not limited to, the duty to identify Originators; (b) assume all of the responsibilities of a Third-Party Sender under the ACH Rules, including, but not limited to, the responsibilities of ODFIs and Originators; (c) make all of the warranties of a Third-Party Sender under the ACH Rules, including without limitation the warranties of ODFIs and the warranty that Originators (*e.g.*, Third-Party Sender’s

customers, etc.) have agreed to assume the responsibilities of Originators under the ACH Rules; (d) make all of the representations of a Third-Party Sender under the ACH Rules; and (e) assume all of the liabilities of a Third-Party Sender under the ACH Rules, including without limitation liability to indemnify us for failure of an Originator to perform its obligations as an Originator. You understand and agree that you must conduct or have conducted an annual audit of your compliance with the ACH Rules in accordance with Appendix Eight of the ACH Rules by December 31 each year. Without limiting your indemnification obligations otherwise set forth in these Terms and Conditions, you agree to indemnify and hold harmless the Bank (and any other Indemnitees) from and against any and all Losses resulting from any breach of any of the foregoing representations, warranties, and/or agreements.

d. Identification of Originators.

You agree to provide us with any information we reasonably deem necessary or request to identify each Originator for which you transmit Entries. You agree to provide us with such information within two (2) calendar days after your receipt of our request. You further agree to disclose to us any other Third-Party Sender for which you transmit Entries, prior to transmitting any Entries for that Third-Party Sender.

e. Third-Party Sender Representations and Agreements; Indemnity.

You represent, warrant, and agree with respect to each Entry transmitted by you that: (a) each person shown as the Receiver on an Entry received by us from you has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting by us as provided herein, (c) Entries transmitted to us by you are limited to those types of Entries set forth under your Enrollment Form, (d) you will perform your obligations under these Terms and Conditions in accordance with all Applicable Law/Rules, and (e) you will be bound by and comply with the ACH Rules as in effect from time to time, including without limitation the provision of the ACH Rules making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and you specifically acknowledge that if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and you will not be deemed to have paid the Receiver. You agree to provide notice of this provision of the ACH Rules to your Originator(s). Without limiting your indemnification obligations otherwise set forth in these Terms and Conditions, you agree to indemnify and hold harmless the Bank (and any other Indemnitees) from and against any and all Losses resulting from any breach of any of the foregoing representations, warranties, and/or agreements.

19. Duration and Termination.

You may terminate your use of our ACH Services at any time by complying with the termination procedure(s) outlined in

Section 10(p) of the Terms and Conditions.. However, you understand and agree that any such termination will not affect the rights and liabilities of the parties with respect to any Entries or other transactions initiated or occurring prior to such termination.

Appendix D to Terms and Conditions ACH Block and Filter Services

Mountain West Bank, Division of Glacier Bank

This Appendix sets forth additional terms and conditions that apply to the use of our ACH Block and Filter Services.

1. In General.

Our ACH Block and Filter Services are designed to help minimize the risk of loss from fraudulent ACH Entries. As used in this Appendix, the term “**ACH Transaction(s)**” refers to certain electronic funds transfers which settle within a financial institution or between financial institutions according to specified rules and procedures governed by the Federal Reserve and the National Automated Clearing House Association (“**NACHA**”). Further, the term “**Debit Entry**” shall refer to any ACH Transaction which has the intended result of removing funds from your designated Account(s), and the term “**Credit Entry**” shall refer to any ACH Transaction which has the intended effect of depositing funds to your designated Account(s). Further, please note that certain terms used but not otherwise defined in this Appendix will have the meaning(s) given to such terms in the ACH Rules. By using our ACH Block and Filter Services, and by instructing us to block designated ACH Entries from time to time, you understand and agree that we will use reasonable efforts to dishonor and return all such blocked ACH Entries in accordance with these Terms and Conditions.

2. Operating Instructions.

As part of the ACH Block and Filter Services, you will be required to provide us with ACH Block and Filter instructions (your “**Operating Instructions**”). You understand and agree that any requested updates, amendments, or other revisions to your Operating Instructions must be provided to us in any method or format we request or require from time to time in our discretion. We will use reasonable efforts to process your Operating Instructions in accordance with the procedures and requirements set forth in these Terms and Conditions. You agree that we will have a reasonable opportunity and amount of time in which to process your Operating Instructions (including any requested updates, amendments, or other revisions to your Operating Instructions) after we receive them from you. Further, please note that we will not be obligated to process any Operating Instructions unless all of our specified requirements and conditions have first been satisfied (or otherwise waived by us) in our discretion. Your Operating Instructions may include any one or more of the following actions:

- You may choose to block all Debit Entries and/or Credit Entries on your Account(s) for a specified period of time;
- You may authorize specified Debit Entries and/or Credit Entries to post against your Account(s) and to block all others;

- You may choose to block all Debit Entries and/or Credit Entries to your Account(s) (a) greater than a specified amount; (b) from specified accounts; (c) by Customer ID; and/or (d) by specified SEC Codes; and/or
- You may authorize specified Debit Entries and/or Credit Entries to post on a single or recurring basis.

3. Dispute over Return of Debit Entry.

You understand and agree that the return of a Debit Entry is subject to dispute on the part of the Sender. In the event of such a dispute, you understand and agree that we will act in accordance with Applicable Law/Rules. Without limiting your indemnification obligations otherwise set forth in these Terms and Conditions, you agree to indemnify and hold harmless the Bank (and any other Indemnitees) from and against any and all Losses resulting from your use of our ACH Block and Filter Services.

4. Identification of ACH Transactions to Block.

You understand and agree that ACH Transactions are originated according to Applicable Law/Rules which require the use of an Originator name and Originator identification number imbedded in the ACH Transaction to identify its source, and this imbedded data is a critical component of our ability to monitor for transactions which you may wish to block via our ACH Block and Filter Services. If the identifying information in the ACH Transaction is inconsistent or is described inconsistently by you in your Operating Instructions, you understand and agree that we will be held harmless for posting an ACH Transaction to your Account(s) and that any dispute related to such a transaction will be between you and the Originator of the ACH Transaction.

5. Right to Suspend Services.

Without limiting our termination or suspension rights otherwise set forth in these Terms and Conditions, you understand and agree that we will be entitled to cease or suspend the ACH Block and Filters Services at any time, in whole or in part, in our discretion and with or without notice to you if you fail to perform your duties, obligations, or responsibilities in connection with the Service, or if you commit any act or omission which impairs our ability to provide (or prevents us from providing) the Service.

6. Examination of Account Statements.

Please note that nothing in this Appendix relieves you of your normal due diligence responsibilities regarding the examination of account statements and individual ACH Transactions to

detect exceptions outside the scope of the ACH Block and Filter Services. You understand and agree that we will not be responsible or liable for any loss or damage arising from your failure to exercise due diligence.

7. Hold Harmless.

You agree to accept liability to any party to the extent arising from the return (dishonor) of any Debit Entry if such return resulted from the correct application of your Operating Instructions. Without limiting your indemnification obligations otherwise set forth in these Terms and Conditions, you agree to indemnify and hold harmless the Bank (and any other Indemnitees) from and against any and all Losses resulting from such event.

8. Properly Payable Debit.

You understand and agree that any Debit Entry that is paid in accordance with the ACH Block and Filter Services shall be considered properly payable, and that we will have no liability to you for paying Debit Entries in accordance with the Service.

9. Purpose of Security Procedures.

You understand and agree that the Security Procedures applicable to our ACH Block and Filter Services are solely for the purpose of corroborating that the Operating Instructions are yours, and not for the purpose of detecting errors in transmission or in the content of the information provided, which you understand and agree are your sole responsibility. Without limiting your obligations otherwise set forth in these Terms and Conditions, you agree to establish and maintain internal procedures to adequately safeguard against unauthorized Operating Instructions, and to limit access to the ACH Block and Filter Services to the Authorized Users you have designated in connection with the Service. You understand and agree that any Operating Instruction (including a request for cancellation, amendment, or reversal of an Operating Instruction) or other communication delivered to us that purports to have been submitted or authorized by you in accordance with these Terms and Conditions will be effective and binding upon you, even if the Operating Instruction was not in fact authorized by you, provided that we acted in good faith. If you believe the Security Procedures applicable to our ACH Block and Filter Services have been compromised or that confidential information regarding the use of the Service has become known to any individual who might initiate unauthorized Operating Instructions, you agree to immediately notify us in writing to initiate such corrective action as might be necessary to prevent unauthorized access to the Service.

10. Duration and Termination.

You may terminate your use of our ACH Block and Filter Services at any time by complying with the termination procedure(s) outlined in Section 10(p) of the Terms and Conditions. However, you understand and agree that any such termination will not affect the rights and liabilities of the parties with respect to any transactions initiated or occurring prior to such termination.

Appendix E to Terms and Conditions

Remote Deposit Capture Services

Mountain West Bank, Division of Glacier Bank

This Appendix sets forth additional terms and conditions that apply to the use of our Remote Deposit Capture Services.

1. In General.

Our Remote Deposit Capture Services allow you to deposit checks to your Account(s) through the Internet by means of software provided by the Bank. For purposes of this Appendix, the following terms will have the following meaning:

- **“Qualifying Items”** refer to checks as defined in 12 C.F.R. § 229.2 (including remotely created checks) drawn on financial institutions located in the United States. Please note that items drawn on you (or your affiliates) are not Qualifying Items, and that Section 2 of this Appendix sets forth a list of additional types of items that are not Qualifying Items.
- **“Remote Deposit”** refers to your deposit of Qualifying Items to your designated Account by endorsing the items (*e.g.*, signing the paper item or using the virtual endorsement), and then scanning both sides of them and sending their accurate images to us via the Internet or mobile device, rather than by providing us with the paper originals.
- **Statutory Definitions.** Except as otherwise provided in these Terms and Conditions, terms have the meanings provided under the Uniform Commercial Code.

2. Items Eligible for Deposit.

You agree to only image and deposit Qualifying Items which are properly payable to the owner of the account and contain the drawer’s signature. You understand and agree that the following types of items are **not** Qualifying Items:

- Traveler’s Checks;
- Money Orders;
- Checks drawn on a financial institution located outside the United States, including but not limited to Canada;
- Checks not payable in United States currency;
- Checks previously converted to an image replacement document or substitute check, as defined by Regulation CC;

- Checks payable to any person other than the account holder of the account into which the check will be deposited;
- Checks containing an alteration on the front of the check, which you know or suspect is fraudulent, or is otherwise not authorized by the account holder;
- Checks payable jointly, unless deposited into an account in the name of all payees;
- Checks dated more than six (6) months prior to the date of deposit;
- Checks or items prohibited by our current policies or procedures relating to the Remote Deposit Capture Services or which are otherwise not acceptable under the terms and conditions governing your Account(s) (*e.g.*, under the deposit account agreement and disclosure(s) for your deposit Account(s), etc.), including without limitation these Terms and Conditions;
- Checks payable on sight or payable through drafts, as defined by Regulation CC;
- Checks with any endorsement on the back other than that specified under this Appendix;
- Checks that have been previously submitted or deposited through our Remote Deposit Capture Services or through a remote deposit capture service offered at any other financial institution; and/or
- Checks previously submitted for deposit and returned.

3. Check Image Quality.

You understand and agree that the images of Qualifying Items you send to us must be sufficiently inclusive and high quality to permit us to satisfy all pertinent requirements of Applicable Law/Rules, including without limitation the Check 21 Act (12 U.S.C. §§ 5001 *et. seq.*) and all other laws, rules, regulations and requirements of The American National Standards Institute, The Electronic Check Clearing House Organization, and all other clearinghouses or associations. Without limiting the generality of the foregoing, you understand and agree that each image shall be of such quality that the following information can clearly be read by sight review of such image:

- The amount of the item;

- The item number;
- The payee;
- The drawer's signature;
- The information identifying the drawer and the paying bank that is preprinted on the item, including the MICR line; and
- Any other information placed on the item prior to the time an image of the item is captured (*e.g.*, any required identification written on the front of the item and any endorsements applied to the back of the item, etc.).

4. Restrictive Endorsement.

You agree to restrictively endorse any Qualifying Item as "Mobile Deposit (Institution Name) (Signature of Payee/Account Holder)" or as otherwise instructed by the Bank.

5. Availability.

Funds from Qualifying Items included in Remote Deposits will be available to you on the first Business Day after we receive the deposit, under our policies as reflected in our then current Funds Availability Disclosure and 12 C.F.R. §§ 229.10 *et. seq.* However, even after funds are available to you and have been withdrawn from your Account(s), you understand and agree that you will remain responsible for returned items, improperly endorsed items, and/or any other problems with the Remote Deposit(s) caused by you in violation of (or in a manner otherwise inconsistent with) these Terms and Conditions.

6. Acknowledgment of Risks.

By using our Remote Deposit Capture Services, you accept the risk that the image of an item may be intercepted or misdirected during transmission. You understand and agree that we will not be responsible or liable for any losses or damages arising out of any such intercepted or misdirected images or information disclosed through such events.

7. Warranties.

Except to the extent otherwise prohibited by Applicable Law/Rules, by making Remote Deposits via our Remote Deposit Capture Services you make the following warranties to us: (a) that you were entitled to deposit each of the Qualifying Items included in your Remote Deposits; (b) that only paper originals of bona fide Qualified Items have been scanned for Remote Deposit; (c) that each of the Qualifying Items included in your Remote Deposits was duly authorized in the amount stated on the Qualifying Item and to the payee stated on the Qualifying Item; (d) that there was and will be no duplication among Qualifying Items included in your Remote Deposits; (e) that you will not deposit or redeposit the paper originals of the Qualifying Items included in your Remote Deposits or make any other deposits (or redeposits) of such Qualifying Items without our prior written consent; (f) that we will not suffer any

loss as a result of your Remote Deposits; (g) that we will not suffer any loss as a result of your retention or destruction of the paper originals of Qualifying Items included in your Remote Deposits; (h) that all information you provide to us regarding your Remote Deposits will be accurate; (i) that your Remote Deposits and all information you provide to us will be virus-free; (j) that your Remote Deposits will not violate any Applicable Law/Rules; and (k) that you have performed and will perform all your obligations under these Terms and Conditions. Without limiting your indemnification obligations otherwise set forth in these Terms and Conditions, you agree to indemnify and hold harmless the Bank (and any other Indemnitees) from and against any and all Losses resulting from any breach of any of the foregoing warranties.

8. Remote Deposit Requirements.

You understand and agree that you may make Remote Deposits via our Remote Deposit Capture Services if, but only if, you satisfy and comply at all times with these Terms and Conditions, including without limitation the Check Image Quality requirements set forth in Section 3 of this Appendix and the Hardware and Software Requirements set forth in Section 9 of this Appendix.

9. Hardware and Software Requirements.

Our Remote Deposit Capture Services will require you to use computer hardware or software that meets certain technical requirements for the proper delivery of the Service and that provides you with secure Internet access. You understand and agree that you may also incur additional related expenses for additional items, including but not limited to telephone service or Internet service charges related to the use of the Service. You agree that you are solely responsible for any costs or expenses associated with meeting and maintaining those technical requirements or additional items necessary to use the Service. You further agree that you are solely responsible for the operation and maintenance of all equipment used as part of the Service and will ensure that the vendor recommended maintenance is conducted by trained personnel, whether they are employees of yours or third-party employees. You understand and agree that we will not be responsible for any computer virus or related problems that may be associated with using electronic mail or the Internet to deliver the Service, and that we will not be responsible for any errors or failures resulting from defects in or malfunctions of your computer hardware or software. You agree to scan your computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses. You agree to only use hardware approved by us or to purchase or lease the hardware, including but not limited to image scanners and personal computers, described in any hardware list(s) we provide to you from time to time.

10. Remote Deposit Limits.

You understand and agree that one or more limits applicable to your use of our Remote Deposit Capture Services may be set forth under your Enrollment Form, including without limitation

the total number of Qualifying Items, the total dollar amount of Qualifying Items, and/or the dollar amount per Qualifying Item that can be transmitted to us in connection with our Remote Deposit Capture Services..

11. Receipt Deadline.

Please note that the deadline for our receipt of Remote Deposits is 6:00 p.m. (Mountain Time (MT)) on Business Days (our “**Receipt Deadline**”). Any Remote Deposits not received on a Business Day or not received in their entirety by our Receipt Deadline on a Business Day will be considered to have been received by us on the next Business Day.

12. Email Notification of Acceptance or Rejection.

We will use reasonable efforts to notify you via email whether your deposit has been accepted or rejected, and you understand and agree that each notification will be effective when sent whether or not it is actually received by you. Such notification(s) will reasonably identify each of the accepted Qualifying Items and each of the rejected Qualifying Items.

13. Retention/Destruction of Original Items.

You agree to retain and preserve the paper original of each Qualifying Item included in a Remote Deposit for a period not to exceed sixty (60) days after it is accepted for deposit and to destroy it immediately after the expiration of that period. During the retention period, you agree to take appropriate security measures to ensure only authorized personnel will have access to the original item, and you agree that the information contained on the item will not be disclosed to (or otherwise accessed by) any unauthorized person(s).

14. Acceptance Required.

We will credit your Account for a Qualifying Item included in a Remote Deposit if, but only if, we have received it, it complies with these Terms and Conditions, and it has been accepted by us for deposit. You understand and agree that we may reject an item included in a Remote Deposit for any reason or for no reason at all in our discretion.

15. Provisional Credit Only.

Any credit to your Account of a Qualifying Item included in a Remote Deposit (including Qualifying Items drawn “on us”) is provisional only until collection is final. Until final settlement, we will act only as your agent, regardless of the form of endorsement or lack of endorsement on a Qualifying Item, even if we have provisionally credited your Account. You understand and agree that we may reverse any provisional credit to your Account of a Qualifying Item included in a Remote Deposit that is lost, stolen, or returned. Without limiting your indemnification obligations otherwise set forth in these Terms and Conditions, you agree to indemnify and hold harmless the Bank (and any other Indemnitees) from and against any and all Losses resulting from our lawfully reversing a provisional credit to your Account(s).

16. Failures or Alterations in Transmission.

You understand and agree that we will not be liable for any failures or alterations in the transmission of Remote Deposits to us in connection with the Remote Deposit Capture Services.

17. Presentment/Collection.

Presentment and collection of Qualifying Items included in Remote Deposits will be by any means and through any clearing agents we deem appropriate in our discretion, and you consent and agree to any applicable clearing house rules.

18. Return Items.

If Qualifying Items included in your Remote Deposits are returned, you understand and agree that we will provide you with images or substitute checks of the returned items, rather than the paper originals.

19. Statements.

You agree to examine your statement of account and report to us any alterations or unauthorized signatures purporting to be yours or on your behalf relating to Remote Deposits that you discover, or reasonably should have discovered, with reasonable promptness. “**Reasonable promptness**” for this purpose will not exceed fourteen (14) days in Montana, New York, or South Carolina, or thirty (30) days in other states, from when the statement was first sent or made available to you. If you do not make such a report with reasonable promptness, you cannot assert against us such alterations or unauthorized signatures, or any others made by the same wrongdoer before we receive such a report, unless we failed to exercise good faith, or in all states except Tennessee unless we failed to exercise reasonable care. If we failed to exercise reasonable care, in all states except Tennessee, New York, or South Carolina, the loss will be allocated between you and us according to the extent to which your and our failure to exercise reasonable care contributed to the loss. In addition, in all states, if you do not discover and report to us any such alterations or unauthorized signatures or any other issues regarding Remote Deposits within sixty (60) days from when the statement including the Remote Deposits was first sent or made available to you, you cannot assert them against us, even if we failed to exercise reasonable care.

20. Information and Access.

Without limiting your obligations otherwise set forth in these Terms and Conditions, you agree to promptly provide us with any information, including financial information, we request that is pertinent in any way to your Remote Deposits or this Appendix. In addition, upon our request, you will grant us access to your documents and records sufficient to permit us to determine whether you are complying with the requirements of this Appendix.

21. Duration and Termination.

You may terminate your use of our Remote Deposit Capture Services at any time by complying with the termination procedure(s) outlined in Section 10(p) of the Terms and Conditions. However, you understand and agree that any such termination will not affect the rights and liabilities of the parties with respect to any Remote Deposits or other transactions initiated or occurring prior to such termination.

Appendix F to Terms and Conditions Positive Pay Services

Mountain West Bank, Division of Glacier Bank

This Appendix sets forth additional terms and conditions that apply to the use of our Positive Pay Services.

1. In General.

Our Positive Pay Services are designed to help minimize the risk of loss from fraudulent check issuance or payment. For purposes of this Appendix, the following terms will have the following meaning:

- **“Issued File”** refers to a file you provide to us pursuant to Section 3 of this Appendix on each Business Day by our established deadline (which is currently 4:00 p.m. Mountain Time (MT), and which we may amend from time to time). The file must include the date issued, dollar amount, and serial number of each check drawn on your Account. The file may also include the payee and check status (void or stop pay) information.
- **“Checks”** includes substitute checks as defined by Regulation CC (12 C.F.R. § 229.2(aaa)).
- **“Exception Item List”** refers to a list we provide to you pursuant to Section 4 of this Appendix of the amounts and numbers of checks Received for Payment that are not identical to the amounts and numbers of checks on the Issued File we have received from you.
- **“Received for Payment”** refers to checks that we have received for payment from your Account by any means.
- **“Exception Item Pay Order”** refers to a direction by you to us given pursuant to Section 3 of this Appendix to pay a check that is on, or is required to be on, an Exception Item List.
- **“Exception Item Do Not Pay Order”** refers to a direction by you to us given pursuant to Section 3 of this Appendix not to pay a check that is on, or is required to be on, an Exception Item List.
- **Statutory Definitions.** Except as otherwise provided in these Terms and Conditions, terms have the meanings provided under Article 3 or Article 4 of the Uniform Commercial Code.

2. Payment Option.

As part of our Positive Pay Services, you authorize us to pay and charge to your Account any checks Received for Payment that are listed on, or are required to be listed on, an Exception Item List unless you direct us not to do so in an Exception Item

Do Not Pay Order received by our established deadline (which is currently 11:30 a.m. Mountain Time (MT), and which we may amend from time to time) in which event we will comply with the Exception Item Do Not Pay Order.

3. Agreed Method for Your Submissions.

You agree to provide your Issued Files, Exception Item Pay Orders, and Exception Item Do Not Pay Orders through our Online TM Services. You understand and agree that each of your Issued Files must be in such a format that is acceptable to us (in our discretion) and that allows us to identify the information required for us to provide the Positive Pay Services. In some cases, we may (in our discretion) allow you to provide your Issued Files, Exception Item Pay Orders, and Exception Item Do Not Pay Orders via other means outside of the Online TM Services (e.g., via oral means (including without limitation in-person or telephone directions), electronic means (including without limitation secure message or email directions), or otherwise), in which case you understand and agree that you be bound by the information contained in such Issued File(s), Exception Item Pay Order(s), and Exception Item Do Not Pay Order(s). You agree to comply at all times with any Security Procedures applicable to Positive Pay Services, including without limitation any Security Procedures specifically applicable to your Issued Files, Exception Item Pay Orders, and Exception Item Do Not Pay Orders.

4. Agreed Method for Our Submissions.

You understand and agree that the Exception Item List(s) that we provide to you in connection with the Positive Pay Services will be provided through our Online TM Services. In addition, reconciliation reports, if selected by you under your Enrollment Form, will also be provided through our Online TM Services.

5. No Further Obligation.

Unless prohibited by Applicable Law/Rules, we will have no obligation or liability to pay, or for paying, checks Received for Payment except as provided in these Terms and Conditions, and without limiting your indemnification obligations otherwise set forth in these Terms and Conditions you will indemnify us and hold us harmless from any further obligation or liability.

6. Improper, Incomplete, or Inaccurate Information.

You understand and agree that we will not be responsible or liable for any losses or damages if you failed to provide us with proper check information or if we received incomplete or inaccurate information from you or a third party involving your Account or any check(s).

7. Purpose of Security Procedures.

You understand and agree that the Security Procedures applicable to our Positive Pay Services are solely for the purpose of corroborating that Issued Files, Exception Item Pay Orders, and Exception Item Do Not Pay Orders are yours, and not for the purpose of detecting errors in transmission or content, which you understand and agree is your sole responsibility. Unless prohibited by Applicable Law/Rules, you will be bound by the information contained in your Issued Files, Exception Item Pay Orders, and Exception Item Do Not Pay Orders, even if we do not follow the Security Procedures under these Terms and Conditions, and even if an error would have been discovered if we had followed such Security Procedures.

8. Unauthorized Issued Files, Exception Item Pay Orders, and Exception Item Do Not Pay Orders.

You are solely responsible for avoiding unauthorized Issued Files, Exception Item Pay Orders, and Exception Item Do Not Pay Orders received by us in accordance with these Terms and Conditions. You understand and agree that you will be bound by all Issued Files, Exception Item Pay Orders, and Exception Item Do Not Pay Orders purporting to be yours, even if they are not authorized by you, if we received them in accordance with these Terms and Conditions.

9. Duration and Termination.

You may terminate your use of our Positive Pay Services at any time by complying with the termination procedure(s) outlined in Section 10(p) of the Terms and Conditions. However, you understand and agree that any such termination will not affect the rights and liabilities of the parties with respect to any Issued Files, Exception Item Pay Orders, Exception Item Do Not Pay Orders, or transactions initiated or occurring prior to such termination.

Appendix G to Terms and Conditions Lockbox Services

Mountain West Bank, Division of Glacier Bank

This Appendix sets forth additional terms and conditions that apply to the use of our Lockbox Services.

1. In General.

Our Lockbox Services allow parties making payments to you (“**Payments**”) to send such Payments to us for processing and deposit to your Account(s). As part of the Service, we will arrange for a post office box to be established for your use in connection with the Lockbox Services (your “**Post Office Box**”). You agree to direct your customers and clientele to mail Payments to your Post Office Box. All Payments deposited through the Lockbox Services will be deposited to the Account(s) you designated under your Enrollment Form. You may change your designated Account(s) only in writing delivered to the Bank, provided that any such change will take effect only after we have received the written notice of change from you and we have had a reasonable opportunity and amount of time to process the change.

2. Payment Coupons.

We may require you to direct the parties submitting Payments to you through the Lockbox Service to include a “Payment Coupon” with the Payment(s). You understand and agree that the Payment Coupon must follow the specifications we provide or require from time to time in our discretion. In order to ensure the Payment Coupon is compatible with our Lockbox Services, we may require you to submit a form Payment Coupon to us for review and approval prior to use.

3. Deadlines.

When applicable to your use of our Lockbox Services, we (or our agent(s)) will use reasonable efforts to pick up the contents of your Post Office Box once per day on our Business Days. If we have agreed to any additional or alternative pick-ups for your Post Office Box, the additional pick-up schedule will be set forth on your Enrollment Form.

4. Payments with Missing Dates.

You understand and agree that we are not responsible for reviewing and/or confirming the date(s) on any Payment and that we may process all Payment(s) in accordance with these Terms and Conditions without liability to you.

5. Payee Review.

Please note that, in general, we do not verify the payee(s) on any Payment(s), and that we will process any such Payment in accordance with these Terms and Conditions, regardless of the named payee (or lack thereof). However, we may from time to time establish one or more thresholds in connection with our Lockbox Services under which we will implement a payee

verification procedure (*e.g.*, involving Payments over a certain dollar amount, etc.), and we amend any such threshold(s) from time to time. To the extent we establish any such threshold(s), we will use reasonable efforts to verify the payee(s) on any Payment equaling or exceeding the threshold, but we make no guarantee or warranty with respect to our ability to do so. Further, to the extent we establish any such threshold(s), you understand and agree that we will not be responsible for verifying the payee on any Payment(s) less than such threshold and that we will process any such Payment in accordance with these Terms and Conditions, regardless of the named payee (or lack thereof).

6. Foreign Checks.

You understand and agree that checks drawn on a foreign bank or in a currency other than United States dollars may, in our discretion, be rejected or deposited in your Account.

7. Payments Not Deposited.

Unless we otherwise agree with you in writing, we will not deposit any Payment(s) described in this Section 7 and we will process such Payment(s) in the following manner:

a. Payors on Stop Payment File.

We will not deposit Payments that are received from any payor that is named in your stop payment file (*e.g.* any valid stop payment orders initiated via our Online TM Services or otherwise). You agree that it is your sole responsibility to maintain your stop payment file identifying Payments that cannot be deposited via the Lockbox Services. Any Payments not deposited under this Section 7(a) will be returned to you by U.S. mail or other common carrier.

b. Indeterminable Amount.

In the event we cannot determine a Payment amount (in our discretion), we will return such Payment to you by U.S. mail or other common carrier.

c. Cash.

Please note that cash payments delivered to your Post Office Box will not be deposited. You agree to instruct your customers and clientele to not deliver cash payments to your Post Office Box. If cash is sent to your Post Office Box, the cash or a money order in the amount of the cash will be forwarded to you by U.S. mail or other common carrier.

d. Alterations.

If we determine or suspect, in our discretion, that any Payment has been altered, we may forward such Payment to you by mail

or other common carrier. We will use industry-standard methods and commercially reasonable efforts to detect any such alterations. However, except in the case of our gross negligence or willful misconduct, you understand and agree that we will have no liability whatsoever to you or any other party, for depositing Payments containing an alteration of any kind.

e. Restrictive Notifications.

Please note that any Payments delivered to your Post Office Box bearing restrictive legends or notations (*e.g.*, "Paid in Full" or otherwise) will not be deposited. We will return any such Payment(s) to you by U.S. mail or other common carrier.

8. Lockbox Services Reports.

Information and reports regarding your use of the Lockbox Services will be made available to you via the method identified under your Enrollment Form.

9. Customer Obligations.

Without limiting your obligations otherwise set forth in these Terms and Conditions, you agree to the following with respect to your use of our Lockbox Services:

- You agree to review the reports and information concerning the Lockbox Services daily in order to acquire your daily payment file. You agree to interface the payment information into your A/R system daily.
- You are responsible for reviewing all Lockbox Services processing reports and other information regarding your use of the Lockbox Services that are made available each day by the Bank.
- You are responsible for performing your own payment processing inquiries as provided by the Lockbox Services website.
- You (or your Administrator) are (is) responsible for assigning Authorized User access and authority levels for the Lockbox Services website, secure email system, and any other methods for accessing the Lockbox Services. You are responsible for any actions taken by any of your Authorized Users in connection with the Lockbox Services website, secure email system, and any other methods for accessing the Lockbox Services.
- You are responsible for maintaining the confidentiality of all payment information that can be accessed via the Lockbox Services website, secure email system, and any other methods for accessing the Lockbox Services.
- You agree to report to us any errors or other problems involving the Lockbox Services by calling us within twenty-four (24) hours of

identifying the error or other problem. We will use reasonable efforts to correct any errors that you report to us and will make any necessary information available to you in order for you to complete the processing of the payment to your A/R system. In the event you fail to report any error to us within twenty-four (24) hours after such error is reflected in your statements available on the Lockbox Services website, you agree that we will have no liability to you if we are unable to correct the error due to your delay.

10. Remittance Program.

As part of our Lockbox Services, our Remittance Program allows you to deposit checks to your Account(s) and to process remittance data (*e.g.*, checks, payment vouchers, stubs, envelopes, correspondence, coupons, etc.) through the Internet by means of software provided by the Bank. Please note that, unlike our standard Lockbox Services, the Remittance Program features of our Lockbox Services will require you to scan your own checks and to process your own remittance data (as opposed to the Bank performing those activities on your behalf) in connection with your use of the Service.

11. Duration and Termination.

You may terminate your use of our Lockbox Services at any time by complying with the termination procedure(s) outlined in Section 10(p) of the Terms and Conditions. However, you understand and agree that any such termination will not affect the rights and liabilities of the parties with respect to any transactions initiated or occurring prior to such termination.

NP 2022-23



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:

Abby Gribi
City of Newport, WA
200 S Washington Ave
Newport WA 99156
United States
Ph: (509) 447-5611
Fax: (509) 447-2226
Email: agribi@newport-wa.org

Quote #: Q-119649
Date: 11/16/2022
Expires On: 12/31/2022
Confidential

Salesperson: Zach Netzler
Phone:
Email: zachary.netzler@everbridge.com

Contract Summary Information:

Contract Period: 36 Months

Contact Summary:

Household Count:	823
Employee Count:	

Year 1

QTY	DESCRIPTION	PRICE
2,132	Nixle 360	USD 3,300.00
Year 1 TOTAL:		USD 3,300.00

Year 2

QTY	DESCRIPTION	PRICE
2,132	Nixle 360	USD 3,300.00
Year 2 TOTAL:		USD 3,300.00

Year 3

QTY	DESCRIPTION	PRICE
2,132	Nixle 360	USD 3,300.00
Year 3 TOTAL:		USD 3,300.00

Setup

QTY	DESCRIPTION	PRICE
1	Calculated Set Up Fee	USD 264.00
Setup TOTAL:		USD 264.00

Pricing Summary:

Year One Fees:	USD 3,300.00
One-time Implementation and Setup Fees:	USD 264.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 3,564.00

Ongoing Fees:

Year Two Fees:	USD 3,300.00
Year Three Fees:	USD 3,300.00

Messaging Credits Summary:

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	500,000	0	500,000
Year 2	500,000	0	500,000
Year 3	500,000	0	500,000

Terms & Conditions

1. This Quote and the Service(s) provided are subject to the Everbridge, Inc. Master Service Agreement current as of the date of Client's signature below. Please visit <https://docs.everbridge.com/cdn/legal/SLG-Master-Services-Agreement-Hyperlink-v9.pdf> to view the Master Service Agreement in its entirety.
2. By signing this Quote you represent that you read, understand and agree to the terms of the Master Service Agreement and are authorized on behalf of the Client to execute the Quote and bind Client to the agreement(s).
3. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges.
4. Subject to sales taxes where applicable.
5. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override the language of the Master Service Agreement.

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Please, Sign, Date and Return:

Signature:

Date:

Name (Print):

Title:

Please, Sign, Date and Return:

Signature:

Date:

Name (Print):

Title:

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



Everbridge, Inc.
Master Services Agreement

This Master Services Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”) and the client (“**Client**”) identified on the Quote (as defined below), effective on the date of Client’s signature on the Quote (“**Effective Date**”). Everbridge and Client are each sometimes referred to as a “**Party**” and collectively, the “**Parties.**”

1. SERVICES.

1.1 Orders. Everbridge shall provide Client access to its proprietary interactive communication solutions (the “**Solutions**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the “**Quote**”) and the applicable Solution documentation (the “**Documentation**”). If applicable, Everbridge shall provide the training and professional services (“**Professional Services**”) set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the “**Services**”. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. “**Users**” are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or an Included Department. “**Included Department**” means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Client. “**Contacts**” are individuals who Client contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

1.3 Affiliated Entities. Departments, divisions, agencies or governmental entities which are affiliated politically, operationally or otherwise with Client, and which are not an Included Department (each, an “**Affiliated Entity**”) may purchase Services to the same extent as Client, provided, that the Affiliated Entity purchases the Services on the same terms and conditions as are contained in this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliated Entity. Client and the Affiliated Entity shall maintain separate accounts with Everbridge. Solely as to the Agreement between Everbridge and such Affiliated Entity, all terms and references to “**Client**” shall refer to such Affiliated Entity upon execution of an applicable Quote. By executing a Quote each Affiliated Entity agrees to be bound by all the terms and conditions herein as to such Affiliated Entity. An entity that otherwise qualifies under this definition will be included within the meaning of Affiliated Entity even though it qualifies after the execution of this Agreement.

2. PAYMENT TERMS. Everbridge shall invoice Client annually in advance for all Solutions and Professional Services, and Client

shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. If Client exceeds any role-based numbers, messaging credits or other usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the then applicable rate. All Professional Services must be used within 12 months from date of purchase. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, the fees set forth in the Quote do not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge’s net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Client Data. Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Everbridge to or through the Solutions (“**Client Data**”). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall maintain a copy of all Contact data it provides to Everbridge.

3.2 Use of Solutions. Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Client shall be responsible for ensuring that there is a lawful basis for sending communications through the Solutions to Contacts including, where applicable, obtaining the required consent of Contacts. Client shall use the Service in accordance with Everbridge’s then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account of which Client becomes aware. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, Users or Contacts, except to the extent such losses are caused directly by the acts or omissions of Everbridge personnel.

3.3 Data Privacy. Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. “**Privacy Laws**” means all U.S. federal and state laws and regulations regarding consumer and data protection and privacy.

3.4 Data Security. Everbridge’s IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business

processes; and (ii) an annual assessment of its security controls performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 18 (SSAE 18). Upon request, Everbridge shall provide Client with a copy of its current SSAE 18 SOC 2 report. Everbridge's security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST. The data security procedures that Everbridge follows when providing the Solutions are included at the following URL: <https://docs.everbridge.com/cdn/legal/Data-Security-Exhibit.pdf>.

4. TERM. The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein ("**Initial Service Term**"). If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Service Term or applicable renewal Service term ("**Renewal Term**"), unless otherwise agreed to by the Parties. Client shall be notified at least sixty (60) days in advance of any Renewal Term. If at the end of the applicable Quote, Client intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the "**Grace Period**") in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the "**Monthly Holdover Fee**"). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to ensure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal. Except as set forth in an applicable Quote, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, such Quote shall renew automatically for successive subsequent periods of twelve (12) months unless either party notifies the other party of its intent to terminate at least thirty (30) days prior to the end of the then current term. Everbridge reserves the right to increase its fees in any Renewal Term by three percent (3%).

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "**Notice Period**"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement. If Client terminates this Agreement due to material breach by Everbridge, Client shall be entitled to a refund of any prepaid unused fees on a pro-rata basis, provided that such refund shall be Client's sole and exclusive remedy.

5.2 Termination or Suspension for Non-Payment. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement upon thirty (30) days' prior written notice to Client. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. In lieu of termination for non-payment, Everbridge may suspend Client's access to the Solutions upon written notice to Client.

5.3 Suspension. Everbridge may temporarily suspend Client's access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

6.2 Restrictions. Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

6.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "**IP Rights**"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all voluntary feedback regarding the design or operation of the Services (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all aggregated and anonymized transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridge and its respective licensors. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience,

ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

7. CONFIDENTIAL INFORMATION.

7.1 Definition. "Confidential Information" means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

7.2 Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

7.3 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Solution Documentation. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards.

8.2 Disclaimer. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER,

AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

9. INDEMNIFICATION.

9.1 By Client. Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding ("**Claim**") against Everbridge arising out of any data sent, posted or otherwise transmitted via the Solution by Client or Contacts, or any breach by Client of Sections 3 or 6.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client arising out of (i) any breach by Everbridge of applicable Privacy Laws; (ii) any breach by Everbridge of its data security obligations under Section 3.4; or (iii) an allegation that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's

compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

9.3 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. INSURANCE. Everbridge will maintain during the term of this Agreement the following coverages: (i) General Liability insurance, with liability limits of at least \$5,000,000; (ii) Network Technology/Cyber Liability coverage with limits of at least \$5,000,000; and (iii) workers' compensation insurance as required by the state or local law in which the work is performed. Upon request by Client, Everbridge shall provide Client a certificate of insurance evidencing such coverages.

12. MISCELLANEOUS.

12.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

12.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, regional technology interruptions, or denial of service attacks. The Solution delivers information for supported Contact paths to public and private networks and carriers, but Everbridge cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.

12.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be

deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the Parties.

12.4 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an Affiliated Entity or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all such Party's assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

12.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

12.6 Notices. Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

12.7 Marketing. Client consents to Everbridge referencing Client's name as an Everbridge Client in Everbridge publications, its website, and other marketing materials.

12.8 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

12.9 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

12.10 U.S. Government End-Users. The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

12.11 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or

condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

If Client Is Ordering Nixle® Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

If Client Is Ordering Everbridge Suite Products:

1. **Messaging Credits.** The Solutions include units of usage ("**Messaging Credits**") for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths ("**Notifications**"). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client's use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.
2. **Usage.** Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:
 - **SMS Text messages:**
 - i. For messages that contain only GSM characters, each 153 characters or portion thereof.
 - ii. For messages that contain any non-GSM characters, each 67 characters or portion thereof.
 - iii. GSM characters include only characters in the GSM 7-bit default alphabet.
 - iv. Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
 - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
 - TTY: One minute per TTY message.
 - Fax: Per page transmitted.
3. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.
4. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client's use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client's use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.
5. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. "**Data Feed**" means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services. Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at <https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf>.

6. **Resident Connection Data.** If a Client is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records ("**Resident Connection Data**") in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.
7. **Incident Management/IT Alerting.** If a Client is purchasing the Incident Management or IT Alerting Solution, (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) "Incident Administrators" are authorized by Client as an administrator for the Incident Management or IT Alerting Solution components and are typically responsible for the configuration of IT Alerting as well as managing and reporting on Incidents ; (c) "Incident Operators" are authorized by Client as an operator of the Incident Management or IT Alerting Solution and are typically responsible for launching/managing Incidents; and (d) "Group Managers" shall have the ability to build, manage and/or participate in on-call schedules to receive IT related notifications. Everbridge may limit or throttle Client's automated use of the Incident Management or IT Alerting Solution in order to protect the stability and security of the Solution.
8. **Secure Messaging.** If a Client is purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws, including the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. Our Secured Messaging products for healthcare are subject to our Business Associate Agreement, available at <https://www.everbridge.com/wp-content/uploads/2015/07/Business-Associate-Form-lkd-v1-7.7.15.pdf>, which is incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Emergency Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law**"). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at <http://mmaglobal.com/policies/code-of-conduct>.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

1. **IPAWS Authorization.** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. **Credentials.** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
3. **Messaging.** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. **Term.** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

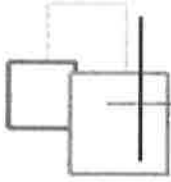
CITY OF NEWPORT
VOUCHER REPORT

DATE 11/21/2022

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.

Checks 65309-65341	\$40,422.10
EFT 11/17/2022 Run 1-5	\$9,352.68
Direct Pay 11/17/22 Run 1-8	\$7,114.00
Voided Check 65326	
Grand Total of all Claims	<u>\$56,888.78</u>

City Clerk/Treasurer:  _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2022 - November - 2nd Council Meeting

Fund Number	Description	Amount
001	Current Expense	\$30,982.54
101	Street Fund	\$5,089.24
109	Tourism Promotion	\$1,500.00
410	Water Fund	\$11,793.01
411	Sewer Fund	\$7,523.99
	Count: 5	\$56,888.78

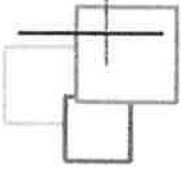
Register

Fiscal: 2022
 Deposit Period: 2022 - November
 Check Period: 2022 - November - 2nd Council Meeting

Number	Name	Print Date	Clearing Date	Amount
Mountain West				
<u>65309</u>	Anatek Labs, Inc.	11/21/2022		\$70.00
<u>65310</u>	Aramark	11/21/2022		\$162.61
<u>65311</u>	Canon Solutions America	11/21/2022		\$276.75
<u>65312</u>	Certified Laboratories	11/21/2022		\$226.12
<u>65313</u>	Copper State Bolt & Nut	11/21/2022		\$1,109.57
<u>65314</u>	Day Wireless Systems, Inc	11/21/2022		\$351.37
<u>65315</u>	Eiter, McMahon, Lamberson, Van Wert, Oreskovich PC	11/21/2022		\$875.00
<u>65316</u>	Exbalyon Physical Security	11/21/2022		\$156.17
<u>65317</u>	Excess Portable Toilets, LLC	11/21/2022		\$176.00
<u>65318</u>	FedEx	11/21/2022		\$6.62
<u>65319</u>	Ferguson Waterworks	11/21/2022		\$2,812.92
<u>65320</u>	HD Fowler Company	11/21/2022		\$2,133.19
<u>65321</u>	Idaho Rigging, Inc.	11/21/2022		\$60.17
<u>65322</u>	J.A. Sewell & Assoc., LLC	11/21/2022		\$2,968.63
<u>65323</u>	Les Schwab Tires (PR)	11/21/2022		\$1,211.40
<u>65324</u>	NAPA Auto	11/21/2022		\$46.61
<u>65325</u>	Newport Miner	11/21/2022		\$139.75
<u>65326</u>	OO Land Holding	11/21/2022		Void
<u>65327</u>	O'Reilly Auto Parts	11/21/2022		\$1,129.72
<u>65328</u>	Owen Equipment Co.	11/21/2022		\$2,539.12
<u>65329</u>	PO CO Auditor	11/21/2022		\$39.00
<u>65330</u>	PO CO Counseling Services	11/21/2022		\$80.38
<u>65331</u>	PO CO Historical Society	11/21/2022		\$1,500.00
<u>65332</u>	PO CO Public Works	11/21/2022		\$308.14
<u>65333</u>	State Auditor's Office	11/21/2022		\$5,805.75
<u>65334</u>	The Beacon	11/21/2022		\$74.00
<u>65335</u>	Utilities Underground Location Center	11/21/2022		\$14.19
<u>65336</u>	Vision Municipal Solutions	11/21/2022		\$831.00
<u>65337</u>	Pend Oreille Fire Dist. #4	11/21/2022		\$2,500.00
<u>65338</u>	PO CO Dispatch Center	11/21/2022		\$4,729.17
<u>65339</u>	PO CO Jail	11/21/2022		\$5,388.75
<u>65340</u>	Red Rose Carpet Cleaning	11/21/2022		\$600.00
<u>65341</u>	OO Land Holding	11/21/2022		\$2,100.00
<u>65341</u>	Direct Pay Payment 11/17/2022 4:01:37 PM. Billingsley, Brett - EFT	11/21/2022		\$1,300.00

Number	Name	Print Date	Clearing Date	Amount
Direct Pay Payment 11/17/2022 4:01:37 PM	Courtney, Shea - EFT	11/21/2022		\$154.00
-2				
Direct Pay Payment 11/17/2022 4:01:37 PM	Law Offices of Joshua Maurer, PLLC - EFT	11/21/2022		\$3,000.00
-3				
Direct Pay Payment 11/17/2022 4:01:37 PM	North, David - EFT	11/21/2022		\$50.00
-4				
Direct Pay Payment 11/17/2022 4:01:37 PM	North, Nickole - EFT	11/21/2022		\$50.00
-5				
Direct Pay Payment 11/17/2022 4:01:37 PM	Reid Legal Office, PLLC - EFT	11/21/2022		\$1,200.00
-6				
Direct Pay Payment 11/17/2022 4:01:37 PM	Thrive Law PLLC - EFT	11/21/2022		\$160.00
-7				
Direct Pay Payment 11/17/2022 4:01:37 PM	Van Valkenburg Law PS - EFT	11/21/2022		\$1,200.00
-8				
EFT Payment 11/17/2022 3:50:20 PM - 1	AT&T Mobility - EFT	11/21/2022		\$792.15
EFT Payment 11/17/2022 3:50:20 PM - 2	iFiber Communications - EFT	11/21/2022		\$90.95
EFT Payment 11/17/2022 3:50:20 PM - 3	Public Utility District - EFT	11/21/2022		\$7,232.62
EFT Payment 11/17/2022 3:50:20 PM - 4	Vimply Benefit Solutions, Inc. - EFT	11/21/2022		\$459.79
EFT Payment 11/17/2022 3:50:20 PM - 5	Ziply Fiber - EFT	11/21/2022		\$777.17
	Total		Check	\$56,888.78
	Total		51040005632	\$56,888.78
	Grand Total			\$56,888.78

Voucher Directory



Fiscal: : 2022 - November
 Council Date: : 2022 - November - 2nd Council Meeting

Vendor Number	Reference	Account Number	Description	Amount
Anatek Labs, Inc. 65309	Nov 2022 invoice 2219750		2022 - November - 2nd Council Meeting	
		410-000-000-534-34-41-00	Professional Services	\$35.00
		411-000-100-535-35-41-04	Professional Services	\$35.00
	Total Nov 2022 invoice 2219750			\$70.00
Total Anatek Labs, Inc.				\$70.00
Aramark 65310	10.31.22 Statement		2022 - November - 2nd Council Meeting	
		001-000-000-576-80-49-00	Miscellaneous	\$33.47
		101-000-000-543-30-49-00	Miscellaneous Expenditures	\$52.75
		410-000-000-534-34-49-00	Miscellaneous Expenditures	\$26.87
		411-000-100-535-35-49-00	Miscellaneous Expenditures	\$49.52
	Total 10.31.22 Statement			\$162.61
Total Aramark				\$162.61
AT&T Mobility - EFT EFT Payment 11/17/2022 3:50:20 PM - 1 10.22 ATT statement	2022 - November - 2nd Council Meeting		2022 - November - 2nd Council Meeting	
		001-000-000-513-10-42-00	Communications	\$90.94
		001-000-000-521-20-42-00	Communications	\$387.93
		001-000-000-524-60-42-00	CRO Communications	\$40.04
		001-000-000-576-80-42-00	Communications	\$45.47
		101-000-000-543-30-42-00	Communications	\$90.94
		411-000-100-535-35-42-00	Communications	\$136.83
	Total 10.22 ATT statement			\$792.15
Total EFT Payment 11/17/2022 3:50:20 PM - 1				\$792.15
Total AT&T Mobility - EFT				\$792.15

Billingsley, Brett - EFT
 Direct Pay Payment 11/17/2022 4:01:37 PM - 1 2022 - November - 2nd Council Meeting
 EFT - Nov 2022 direct pay Billingsley
 001-000-000-512-50-41-00 Public Defenders \$1,300.00
 Total EFT - Nov 2022 direct pay Billingsley \$1,300.00
 Total Direct Pay Payment 11/17/2022 4:01:37 PM - 1 \$1,300.00
 Total Billingsley, Brett - EFT \$1,300.00

Canon Solutions America
 65311
 6002315970 11.2022 Canon Statement 2022 - November - 2nd Council Meeting
 001-000-000-513-10-48-01 Maintenance Copier \$92.27
 410-000-000-534-34-49-03 Maint. Agrmt-Copy Machine \$92.24
 411-000-100-535-35-49-03 Maint Agrmt. - Copy Machine \$92.24
 Total 6002315970 11.2022 Canon Statement \$276.75
 Total Canon Solutions America \$276.75

Certified Laboratories
 65312
 8002446 Certified 2022 - November - 2nd Council Meeting
 001-000-000-576-80-31-00 Operating Supplies \$56.53
 101-000-000-543-30-31-00 Operating Supplies \$56.53
 410-000-000-534-34-31-00 Office & Operating Supplies \$56.53
 411-000-100-535-35-31-00 Office & Operating Supplies \$56.53
 Total 8002446 Certified \$226.12
 Total Certified Laboratories \$226.12

Copper State Bolt & Nut
 65313
 10.22 Copper State Statement 2022 - November - 2nd Council Meeting
 001-000-000-576-80-31-00 Operating Supplies \$170.60
 101-000-000-543-30-31-00 Operating Supplies \$196.84
 410-000-000-534-34-31-00 Office & Operating Supplies \$170.60
 411-000-100-535-35-31-00 Office & Operating Supplies \$571.53
 Total 10.22 Copper State Statement \$1,109.57
 Total Copper State Bolt & Nut \$1,109.57

Courtney, Shea - EFT
 Direct Pay Payment 11/17/2022 4:01:37 PM - 2 2022 - November - 2nd Council Meeting
 EFT - Nov direct pay phone Courtney
 410-000-000-534-34-42-00 Communications \$50.00
 Total EFT - Nov direct pay phone Courtney \$50.00

Vendor	Number	Reference	Account Number	Description	Amount
		EFT - Nov direct pay, WTP1 test reimbursement			
			410-000-000-534-34-49-10	Training	\$104.00
		Total EFT - Nov direct pay, WTP1 test reimbursement			\$104.00
		Total Direct Pay Payment 11/17/2022 4:01:37 PM - 2			\$154.00
		Total Courtney, Shea - EFT			\$154.00
Day Wireless Systems, Inc	65314				
				2022 - November - 2nd Council Meeting	
		INV 75003 Day Wireless	001-000-000-521-20-41-00	Professional Services	\$351.37
				installing equipment in Ford	\$351.37
		Total INV 75003 Day Wireless			\$351.37
Total 65314					
Total Day Wireless Systems, Inc					
Etter, McMahon, Lamberson, Van Wert, Oreskovich PC	65315				
				2022 - November - 2nd Council Meeting	
		Oct 2022 statement			
				Quiet Title	
			410-000-000-534-34-41-00	Professional Services	\$875.00
		Total Oct 2022 statement			\$875.00
Total Etter, McMahon, Lamberson, Van Wert, Oreskovich PC					\$875.00
Exbabylon Physical Security	65316				
				2022 - November - 2nd Council Meeting	
		Invoice - 11/14/2022 12:41:40 PM			
			001-000-000-514-20-42-00	Communications	\$15.62
			001-000-000-521-20-42-00	Communications	\$15.62
			101-000-000-543-30-42-00	Communications	\$15.62
			410-000-000-534-34-42-00	Communications	\$54.66
			411-000-100-535-35-42-00	Communications	\$54.65
		Total Invoice - 11/14/2022 12:41:40 PM			\$156.17
Total Exbabylon Physical Security					\$156.17

Vendor Number Reference Account Number Description Amount

Excess Portable Toilets, LLC
65317

2022 - November - 2nd Council Meeting

South Bench Toilet rental 10.22

410-000-000-534-34-41-00

Professional Services

\$176.00

Total South Bench Toilet rental 10.22

\$176.00

Total Excess Portable Toilets, LLC

\$176.00

FedEx

65318

2022 - November - 2nd Council Meeting

Oct 22 7-936-83649

express

001-000-000-521-20-31-00

Office & Operating Supplies

\$6.62

Total Oct 22 7-936-83649

\$6.62

Total FedEx

\$6.62

Ferguson Waterworks

65319

2022 - November - 2nd Council Meeting

10.22 Ferguson Statement

410-000-000-534-34-48-00

Repair & Maintenance

\$23.66

inv 1134172-1

410-000-000-534-34-48-00

Repair & Maintenance

\$1,155.53

inv 1087111-1

410-000-000-534-34-48-00

Repair & Maintenance

\$1,633.73

inv1152153

Total 10.22 Ferguson Statement

\$2,812.92

Total 65319

\$2,812.92

Total Ferguson Waterworks

\$2,812.92

HD Fowler Company

65320

2022 - November - 2nd Council Meeting

10.22 HD Fowler Statement

410-000-000-534-34-48-00

Repair & Maintenance

\$2,133.19

INV I6236038

Total 10.22 HD Fowler Statement

\$2,133.19

Total 65320

\$2,133.19

Total HD Fowler Company

\$2,133.19

Vendor	Number	Reference	Account Number	Description	Amount
Idaho Rigging, Inc.	65321				
		10.22 Statement Idaho Rigging	2022 - November - 2nd Council Meeting		
			101-000-000-543-30-31-00	Operating Supplies	\$60.17
		Total 10.22 Statement Idaho Rigging			\$60.17
Total Idaho Rigging, Inc.	Total 65321				\$60.17
iFiber Communications - EFT					
		EFT Payment 11/17/2022 3:50:20 PM - 2	2022 - November - 2nd Council Meeting		
			EFT - Nov 2022 Statement	41 1-000-100-535-35-42-00	Communications
		Total EFT - Nov 2022 Statement			\$90.95
Total EFT Payment 11/17/2022 3:50:20 PM - 2					\$90.95
Total iFiber Communications - EFT					\$90.95
J.A. Sewell & Assoc., LLC	65322				
		22NP010 Oct 2022	2022 - November - 2nd Council Meeting		
			001-000-000-558-50-41-00	Professional Services	\$2,968.63
		Total 22NP010 Oct 2022			\$2,968.63
Total J.A. Sewell & Assoc., LLC	Total 65322				\$2,968.63
Law Offices of Joshua Maurer, PLLC - EFT					
		Direct Pay Payment 11/17/2022 4:01:37 PM - 3	2022 - November - 2nd Council Meeting		
			EFT - Nov direct pay Maurer law	001-000-000-515-41-41-01	Pros Atty - Prof Svc
		Total EFT - Nov direct pay Maurer law			\$3,000.00
Total Direct Pay Payment 11/17/2022 4:01:37 PM - 3					\$3,000.00
Total Law Offices of Joshua Maurer, PLLC - EFT					\$3,000.00
Les Schwab Tires (PR)	65323				
		10600470005 - 10.26.22	2022 - November - 2nd Council Meeting		
			CRO new tires		
			001-000-000-524-60-48-00	CRO Repair & Maint	\$1,035.82
			001-000-000-524-60-49-00	CRO Miscellaneous	\$15.62
		Total 10600470005 - 10.26.22			\$1,051.44
		10600470050 - 10.27.22			
			Sander tire mounted		
			101-000-000-543-30-48-00	Equipment Maintenance	\$159.96
		Total 10600470050 - 10.27.22			\$159.96
Total Les Schwab Tires (PR)	Total 65323				\$1,211.40

Vendor	Number	Reference	Account Number	Description	Amount
NAPA Auto	65324	Invoice - 11/15/2022 12:01:10 PM	101-000-000-543-30-48-00	2022 - November - 2nd Council Meeting Equipment Maintenance	\$46.61
		Total Invoice - 11/15/2022 12:01:10 PM	Grader		\$46.61
Total NAPA Auto	Total 65324				\$46.61
Newport Miner	65325	2022276 Legal notice	001-000-000-515-41-41-02	2022 - November - 2nd Council Meeting Advertising	\$34.93
			101-000-000-543-30-41-00	Advertising	\$34.94
			410-000-000-534-34-41-03	Advertising	\$34.94
			411-000-100-535-35-41-05	Advertising	\$34.94
Total Newport Miner	Total 65325	Total 2022276 Legal notice			\$139.75
					\$139.75
					\$139.75
North, David - EFT		Direct Pay Payment 11/17/2022 4:01:37 PM - 4	410-000-000-534-34-42-00	2022 - November - 2nd Council Meeting Communications	\$50.00
		EFT - Nov direct pay D. North			\$50.00
		Total EFT - Nov direct pay D. North			\$50.00
Total North, David - EFT	Total Direct Pay Payment 11/17/2022 4:01:37 PM - 4				\$50.00
North, Nickole - EFT		Direct Pay Payment 11/17/2022 4:01:37 PM - 5	001-000-000-514-20-42-00	2022 - November - 2nd Council Meeting Communications	\$50.00
		EFT - Nov Direct pay N North phone			\$50.00
		Total EFT - Nov Direct pay N North phone			\$50.00
Total North, Nickole - EFT	Total Direct Pay Payment 11/17/2022 4:01:37 PM - 5				\$50.00
OO Land Holding	65341	Refund for Krajack for Annex	001-000-000-345-81-00-00	2022 - November - 2nd Council Meeting Zoning & Subdivision	\$2,100.00
		Total Refund for Krajack for Annex			\$2,100.00
Total OO Land Holding	Total 65341				\$2,100.00

O'Reilly Auto Parts
65327

2022 - November - 2nd Council Meeting

5732-425580					
	001-000-000-513-10-48-00		Repair & Maintenance		\$21.54
Total 5732-425580					\$21.54
5732-426267					
	001-000-000-521-20-48-00		Repair & Maintenance Equipment		\$7.20
Total 5732-426267					\$7.20
5732-426346					
	001-000-000-513-10-48-00		Repair & Maintenance		(\$96.93)
Total 5732-426346					(\$96.93)
5732-426476					
	411-000-100-535-35-48-00		Repair & Maintenance		\$69.84
Total 5732-426476					\$69.84
5732-426497					
	411-000-100-535-35-48-00		Repair & Maintenance		\$36.46
Total 5732-426497					\$36.46
5732-426567					
	411-000-100-535-35-48-00		Repair & Maintenance		\$40.97
Total 5732-426567					\$40.97
5732-427810					
	001-000-000-513-10-48-00		Repair & Maintenance		\$41.99
Total 5732-427810					\$41.99
5732-428212					
	411-000-100-535-35-48-00		Repair & Maintenance		\$399.08
Total 5732-428212					\$399.08
5732-429011					
	411-000-100-535-35-48-00		Repair & Maintenance		(\$95.40)
Total 5732-429011					(\$95.40)
5732-429053					
	410-000-000-534-34-48-00		Repair & Maintenance		\$15.88
Total 5732-429053					\$15.88
5732-429053					
	101-000-000-543-30-48-00		Equipment Maintenance		\$150.52
Total 5732-429053					\$150.52
5732-430061					
	001-000-000-521-20-48-00		Repair & Maintenance Equipment		\$35.24
Total 5732-430061					\$35.24
5732-431151					
	001-000-000-576-80-31-00		Operating Supplies		\$77.90
	101-000-000-543-30-31-00		Operating Supplies		\$77.91
	410-000-000-534-34-31-00		Office & Operating Supplies		\$77.91
	411-000-100-535-35-31-00		Office & Operating Supplies		\$77.91
Total 5732-431151					\$311.63
5732-431194					
	001-000-000-576-80-31-00		Operating Supplies		\$47.93

Vendor Number	Reference	Account Number	Description	Amount
		101-000-000-543-30-31-00	Operating Supplies	\$47.91
		410-000-000-534-34-31-00	Office & Operating Supplies	\$47.93
		411-000-100-535-35-31-00	Office & Operating Supplies	\$47.93
	Total 5732-431194			\$191.70
Total 65327				\$1,129.72
Total O'Reilly Auto Parts				\$1,129.72
Owen Equipment Co.				
65328				
	00108208 10.20.22		2022 - November - 2nd Council Meeting	
		vac truck		
		001-000-000-576-80-48-00	Repair & Maintenance	\$634.78
		101-000-000-543-30-48-00	Equipment Maintenance	\$634.78
		410-000-000-534-34-48-00	Repair & Maintenance	\$634.78
		411-000-100-535-35-48-00	Repair & Maintenance	\$634.78
	Total 00108208 10.20.22			\$2,539.12
Total 65328				\$2,539.12
Total Owen Equipment Co.				\$2,539.12
Pend Oreille Fire Dist. #4				
65337				
	EFT - 10.22 Fire Department		2022 - November - 2nd Council Meeting	
		per agreement		
		001-000-000-522-20-41-00	Prof. Services- Firemen (FD4)	\$2,500.00
	Total EFT - 10.22 Fire Department			\$2,500.00
Total 65337				\$2,500.00
Total Pend Oreille Fire Dist. #4				\$2,500.00
PO CO Auditor				
65329				
	invoice 56024, 900 W 1st lien		2022 - November - 2nd Council Meeting	
		410-000-000-534-34-41-00	Professional Services	\$19.50
		411-000-100-535-35-41-04	Professional Services	\$19.50
	Total invoice 56024, 900 W 1st lien			\$39.00
Total 65329				\$39.00
Total PO CO Auditor				\$39.00
PO CO Counseling Services				
65330				
	Oct 2022 liquor tax		2022 - November - 2nd Council Meeting	
		001-000-000-566-20-41-00	2% Alcohol - Mental Health	\$80.38
	Total Oct 2022 liquor tax			\$80.38
Total 65330				\$80.38
Total PO CO Counseling Services				\$80.38

Vendor Number	Reference	Account Number	Description	Amount
PO CO Dispatch Center 65338				
	EFT - Nov 2022 direct pay Dispatch	2022 - November - 2nd Council Meeting		
		001-000-000-521-20-41-03	Sheriff Services (Dispatch)	\$4,729.17
	Total EFT - Nov 2022 direct pay Dispatch			\$4,729.17
Total 65338 Total PO CO Dispatch Center				\$4,729.17
PO CO Historical Society 65331				
	2022 Museum Reimbursement Request	2022 - November - 2nd Council Meeting		
		109-000-000-573-90-49-02	PO Historical Society	\$1,500.00
	Total 2022 Museum Reimbursement Request			\$1,500.00
Total 65331 Total PO CO Historical Society				\$1,500.00
PO CO Jail 65339				
	EFT - Nov 2022 direct pay jail	2022 - November - 2nd Council Meeting		
		001-000-000-523-60-41-00	Prisoner Room & Board	\$5,388.75
		001-000-000-523-60-41-01	Prisoner Medical Costs	\$0.00
	Total EFT - Nov 2022 direct pay jail			\$5,388.75
Total 65339 Total PO CO Jail				\$5,388.75
PO CO Public Works 65332				
	10.2022 Solid waste statement	2022 - November - 2nd Council Meeting		
		001-000-000-513-10-47-00	Utilities	\$29.78
		101-000-000-543-30-41-02	Professional Services	\$29.78
		410-000-000-534-34-47-00	Public Utilities	\$218.80
		411-000-100-535-35-47-00	Public Utilities	\$308.14
	Total 10.2022 Solid waste statement			\$308.14
Total 65332 Total PO CO Public Works				\$308.14
Public Utility District - EFT				
	EFT Payment 11/17/2022 3:50:20 PM - 3	2022 - November - 2nd Council Meeting		
	10.2022 PUD statement			
		001-000-000-513-10-47-00	Utilities	\$211.97
		001-000-000-518-20-47-00	Facility Lease Utilities	\$100.70
		001-000-000-522-50-47-10	Utilities	\$100.70
		001-000-000-576-80-47-00	Utilities	\$685.83
		101-000-000-542-63-47-00	Street Lighting	\$1,462.05
		410-000-000-534-34-47-00	Public Utilities	\$2,064.04

Vendor Number	Reference	Account Number	Description	Amount
		411-000-100-535-35-47-00	Public Utilities	\$2,607.33
	Total 10.2022 PUD statement			\$7,232.62
	Total EFT Payment 11/17/2022 3:50:20 PM - 3			\$7,232.62
	Total Public Utility District - EFT			\$7,232.62
Red Rose Carpet Cleaning 65340				
	2022 - November - 2nd Council Meeting			
	EFT - Nov 2022 cleaning services			
		001-000-000-514-20-41-00	Professional Services	\$125.00
		001-000-000-521-20-41-00	Professional Services	\$100.00
		101-000-000-543-30-41-02	Professional Services	\$125.00
		410-000-000-534-34-41-00	Professional Services	\$125.00
		411-000-100-535-35-41-04	Professional Services	\$125.00
	Total EFT - Nov 2022 cleaning services			\$600.00
	Total EFT - Nov 2022 cleaning services			\$600.00
Total Red Rose Carpet Cleaning				\$600.00
Reid Legal Office, PLLC - EFT				
	2022 - November - 2nd Council Meeting			
	Direct Pay Payment 11/17/2022 4:01:37 PM - 6			
	EFT - Nov 2022 direct pay Reid			
		001-000-000-512-50-41-00	Public Defenders	\$1,200.00
	Total EFT - Nov 2022 direct pay Reid			\$1,200.00
	Total Direct Pay Payment 11/17/2022 4:01:37 PM - 6			\$1,200.00
Total Reid Legal Office, PLLC - EFT				\$1,200.00
State Auditor's Office 65333				
	2022 - November - 2nd Council Meeting			
	L150989 Inv WA state Auditor			
		001-000-000-514-20-41-02	Prof. Services- Audit Fees	\$1,451.44
		101-000-000-543-30-41-01	Prof. Services- Audit Fees	\$1,451.43
		410-000-000-534-34-41-02	Prof Svc - Audit Fees	\$1,451.44
		411-000-100-535-35-41-02	Prof Services Audit Fees	\$1,451.44
	Total L150989 Inv WA state Auditor			\$5,805.75
	Total L150989 Inv WA state Auditor			\$5,805.75
Total State Auditor's Office				\$5,805.75

Vendor Number Reference Account Number Description Amount

The Beacon 65334 3935 10.28.22 2022 - November - 2nd Council Meeting
 001-000-000-521-20-41-01 Advertising \$41.60
 101-000-000-543-30-41-00 Advertising \$21.80
 410-000-000-534-34-41-03 Advertising \$5.30
 411-000-100-535-35-41-05 Advertising \$5.30
 Total 3935 10.28.22 \$74.00
 Total 65334 \$74.00
 Total The Beacon \$74.00

Thrive Law PLLC - EFT
 Direct Pay Payment 11/17/2022 4:01:37 PM - 7 2022 - November - 2nd Council Meeting
 EFT - 00129 INV Legal
 001-000-000-515-41-41-00 City Attorney 40% \$64.00
 410-000-000-534-34-41-01 Prof Svc City Atty 30% \$48.00
 411-000-100-535-35-41-01 Prof Services City Attorney 30% \$48.00
 Total EFT - 00129 INV Legal \$160.00
 Total Direct Pay Payment 11/17/2022 4:01:37 PM - 7 \$160.00
 Total Thrive Law PLLC - EFT \$160.00

Utilities Underground Location Center 65335
 Oct 2022 invoice 2100195 2022 - November - 2nd Council Meeting
 410-000-000-534-34-41-00 Professional Services \$9.03
 411-000-100-535-35-41-04 Professional Services \$9.03
 Total Oct 2022 invoice 2100195 \$18.06
 pp4-pp credit on account
 410-000-000-534-34-41-00 Professional Services (\$1.94)
 411-000-100-535-35-41-04 Professional Services (\$1.93)
 Total pp4-pp credit on account (\$3.87)
 Total Utilities Underground Location Center \$14.19

Van Valkenburg Law PS - EFT
 Direct Pay Payment 11/17/2022 4:01:37 PM - 8 2022 - November - 2nd Council Meeting
 EFT - Nov 2022 direct pay Van Valkenburg
 001-000-000-512-50-41-00 Public Defenders \$1,200.00
 Total EFT - Nov 2022 direct pay Van Valkenburg \$1,200.00
 Total Direct Pay Payment 11/17/2022 4:01:37 PM - 8 \$1,200.00
 Total Van Valkenburg Law PS - EFT \$1,200.00

Vimly Benefit Solutions, Inc. - EFT
 EFT Payment 11/17/2022 3:50:20 PM - 4 2022 - November - 2nd Council Meeting
 Hansen Insurance 001-000-000-558-50-20-00 Benefits \$18.39

Vendor	Number	Reference	Account Number	Description	Amount
			410-000-000-534-34-20-00	Personnel Benefits	\$220.70
			411-000-100-535-35-20-00	Personnel Benefits	\$220.70
				Total Hansen insurance	\$459.79
				Total EFT Payment 11/17/2022 3:50:20 PM - 4	\$459.79
				Total Virmly Benefit Solutions, Inc. - EFT	\$459.79
				Vision Municipal Solutions	
			65336		
				2022 - November - 2nd Council Meeting	
				Invoice - 11/14/2022 2:50:18 PM	
			001-000-000-514-20-41-00	Professional Services	\$207.75
			101-000-000-543-30-41-02	Professional Services	\$207.75
			410-000-000-534-34-41-00	Professional Services	\$207.75
			411-000-100-535-35-41-04	Professional Services	\$207.75
				Total Invoice - 11/14/2022 2:50:18 PM	\$831.00
				Total 65336	\$831.00
				Total Vision Municipal Solutions	\$831.00
				Ziply Fiber - EFT	
				EFT Payment 11/17/2022 3:50:20 PM - 5	
				EFT - Oct 2022 acct 053119-5	
			411-000-100-535-35-42-00	Communications	\$113.35
				Total EFT - Oct 2022 acct 053119-5	\$113.35
				EFT - Oct 2022 acct 111914-5	
			001-000-000-514-20-42-00	Communications	\$165.95
			101-000-000-543-30-42-00	Communications	\$165.95
			410-000-000-534-34-42-00	Communications	\$165.96
			411-000-100-535-35-42-00	Communications	\$165.96
				Total EFT - Oct 2022 acct 111914-5	\$663.82
				Total EFT Payment 11/17/2022 3:50:20 PM - 5	\$777.17
				Total Ziply Fiber - EFT	\$777.17
				Grand Total	\$56,888.78
				Vendor Count	45

5.XX.XXX Purpose.

By enacting this chapter, the city is exercising its power to license for regulation.

5.XX.XXX Definitions.

In construing the provisions of this chapter, the following definitions apply:

"Engaging in business"

(1) The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

(2) This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the City without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (1). If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.

(3) Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.

(a) Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.

(b) Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.

(c) Soliciting sales.

(d) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

(e) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

(f) Installing, constructing, or supervising installation or construction of, real or tangible personal property.

(g) Soliciting, negotiating, or approving franchise, license, or other similar agreements.

(h) Collecting current or delinquent accounts.

(l) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

(j) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.^{2 3}

(k) Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.

(l) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

(m) Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.

(n) Investigating, resolving, or otherwise assisting in resolving customer complaints.

(o) In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

(p) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

(4) If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license.

(a) Meeting with suppliers of goods and services as a customer.

(b) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.

(c) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

(d) Renting tangible or intangible property as a customer when the property is not used in the City.

(e) Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.

(f) Conducting advertising through the mail.

(g) Soliciting sales by phone from a location outside the City.

(5) A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in subsection (4).

3(6) The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

E. "Person" means any individual, firm, partnership, company, corporation, association, receiver, assignee, trustee in bankruptcy, trust, estate, joint venture, club, joint stock company, business trust, society or any group of individuals acting as a unit.

F. "Taxpayer" means any person who engages in business or who is required to have a business license hereunder, or who performs any act, for which a license fee or tax is imposed by this chapter.

5.XX.XXX License required

A. No person may engage in business within the city without first obtaining a business license from the city to do so. Application for the business license is made through the Business Licensing Service. The application must be accompanied by all fees due for the licenses requested on the application including the handling fee authorized by RCW [19.02.075](#).

B. If a person operates a business at multiple locations within the city, each business location must be licensed separately.

C. A change of business location within the city requires review and approval by the city of the new location, and may require reapplication for the appropriate licenses to operate at the new location.

D. A city business license is not transferable. A change in ownership of a business requires the new owner to make application for a separate license.

5.XX.XXX Liability for damages

The city recognizes that it cannot solve all problems relating to businesses licensed under this chapter through legislation. Thus, this chapter is an effort to make the best possible use of available resources. This chapter is not an attempt to provide complete protection to all of the city's inhabitants.

A. This chapter expressly provides for and promotes the health, safety and welfare of the general public. It does not create or designate any particular class of persons who will or should be especially protected by its terms.

B. This chapter specifically intends to place the obligation of complying with its terms on the licensee.

C. Nothing in this chapter creates the basis for any liability on the part of the city for any injury or damage resulting from the failure of a licensee to comply with the provisions of this chapter, or by

reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter on the part of the city.

D. By issuing a business license to a licensee, the city does not create a duty of the city to indemnify a business licensee for a wrongful act against the public, to guarantee the quality of goods, services, or expertise of a licensee, or to otherwise shift responsibility from the licensee to the city for proper training or for proper conduct of a licensee.

5.XX.XXX Business located outside city limits

Unless otherwise exempt, all requirements of this chapter cover and apply to any business located outside the city that engages in some business activity inside the city limits, except that only employees working within the city limits are to be counted.

5.XX.XXX Exemptions.

The license and license fee provisions of this chapter do not apply to the following persons, sales, or services, unless otherwise indicated:

- A. A governmental entity including public and private elementary, secondary, high schools, and universities;
- B. A person who delivers newspapers or periodicals;
- C. A person soliciting orders from retail establishments for the delivery and sale of goods, wares and merchandise to retailers for resale unless located within the city;
- D. A person or organization conducting a nonprofit enterprise when the enterprise is operated without private profit, for a public, charitable, educational, literary, fraternal or religious purpose, is exempt only from the city license fee required by this chapter;
- E. A person under the age of 18 engaged in business ex. babysitting, lawnmowing ect;
- F. A person selling his or her own produce;
- G. A person that the city is forbidden to tax by law;
- H. A person engaged in the casual sale of items of personal property where the person conducting such sale is not regularly engaged in the business of selling items of personal property (for example, garage sales and bake sales);
- I. A landlord; and
- J. A person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000 and who does not maintain a place of business within the city. However, a person or business who qualifies for this exemption must still submit a business

license registration to the director or designee. The fee for this submission is \$0.00. The threshold does not apply to regulatory license requirements or activities that require a specialized permit.

5.XX.XXX Applicability of other ordinances.

A person exempted from obtaining a business license must comply with any other ordinances of the city relating to taxes, fees or licenses, particularly, although not so limited thereto, gambling or any other tax or license fee required to be purchased or paid for carrying on that particular activity.

5.XX.XXX Business License fee.

A. Every non-exempt person, firm or corporation engaged in any business, profession, trade, or occupation within the town shall pay an initial \$20.00 business license fee for the privilege of engaging in business in the city.

5.XX.XXX Term.

A business license issued pursuant to the provisions of this chapter expires on the date determined by the Business Licensing Service (“BLS”), and must be renewed by that expiration date in order to continue in business within the city. Renewal of a license is accomplished through BLS and must include all fees due for the licenses held as well as the handling fee authorized by RCW [19.02.075](#). The city license term and expiration date will be coordinated with the expiration date established for a business by BLS and the license term and fees may be prorated to synchronize with the BLS expiration. License renewals are administered by BLS in cooperation with the city. If a business indicates a change in ownership, or character of business, a new application must be submitted and all respective fees paid. A change of physical location within the city must be reviewed and approved by the city and may also require submitting a new application and payment of all fees due for licensure at the new location

5.XX.XXX Right to refuse to issue license.

A. The city clerk may refuse to issue a business license to a person if he or she deems it best for the welfare of the citizens and inhabitants of the city or violation or noncompliance of Newport ordinances. If the city clerk refuses to issue a license to a person, that person may not engage in any business within city limits.

B. If the city clerk refuses to issue a license, the aggrieved person may appeal the decision of the city clerk to the city council. The aggrieved person must file the appeal, in writing, with the city clerk within 10 days of receiving notice of the decision not to issue a license. The city council must review the appeal within 30 days of filing.

C. Upon a hearing of the facts, the city council has the right to either uphold the refusal or accept the application for license upon payment of the basic license fee and any other tax or license imposed upon such business. The council must make its decision within 30 days of the date of their review at a city council meeting.

D. The parties are bound by the decision of the council, subject to the right of appeal to the superior court of the state of Washington, Pend Oreille County.

5.XX.XXX Violation – Penalty

A person who violates a provision of this chapter is guilty of a misdemeanor punishable as set forth in NMC 1.16.010.