

NEWPORT CITY COUNCIL AGENDA

June 16, 2025 AT 6:00 PM

INTRODUCTION

The City of Newport, Washington, is a Mayor/Council form of government and is a code city. Essentially, Newport conducts its day to day business within the State of Washington laws, RCW 35A, that govern optional municipal code cities. The Newport City Council is called to order by the **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 JAMI SEARS

COUNCILMEMBER KENNETH SMITH

MAYOR PRO TEM MARK ZORICA

COUNCILMEMBER ELIZABETH SPRING

COUNCILMEMBER NATHAN LONGLY

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

AMENDMENTS & APPROVAL OF AGENDA & MINUTES

MAYOR & COUNCIL COMMENTS:

CITY ADMINISTRATOR COMMENTS:

AUDIENCE PARTICIPATION:

NEW BUSINESS:

Emergency Medical Services (EMS) public comment – Abby Gribi, City Administrator

Motion to approve Hotel/Motel tax in the amount of \$1,000 for the 2025 Relay for Life event – Terri Ivie, Co-Chair Relay for Life

Motion to approve Ordinance 2138 amending Newport Municipal Code Section 5.05.060(D), Business Licenses and Regulations, to exempt non-profit fundraising activities – Abby Gribi, City Administrator

Motion to approve Agreement NP2025-07 renewing the Federal Surplus Property Program – Abby Gribi, City Administrator

Motion to approve Agreement NP2025-08 Interlocal Cooperative Agreement between Kalispel Tribe of Indians and City of Newport – Abby Gribi, City Administrator

Motion to approve Agreement PR25-96103-024 Public Works Board Pre-Construction Funding Agreement – Abby Gribi, City Administrator

BILLS & PAYROLL:

2025 CLAIMS CHECKS 66940-66966, Void 66724&66941	\$40,951.37
2025 CLAIMS EFT 2025 June 2 nd Mtg: Run 1-13	\$43,405.36
2025 CLAIMS DIRECT PAY 2025 June 2 nd Mtg: Run 1-10	\$10,661.97
PAYROLL EFT 2025 June 1 st PR 1-9; Dir Deposit Run 06/03/2025	\$98,012.17

ADJOURNMENT:

MINUTES OF THE NEWPORT CITY COUNCIL MEETING ON
June 02, 2025

A meeting of the Newport City Council was held on June 02, 2025, at 6:00 PM in Council Chambers, City Hall, 200 S. Washington Avenue, Newport, Washington, with the following present:

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

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

APPROVAL OF AGENDA & MINUTES:

Councilmember Zorica moved to approve the agenda and the minutes from the May 19, 2025, Council Meeting; Councilmember Sears seconded. Motion carried.

MAYOR AND COUNCIL COMMENTS:

Mayor Campbell along with Councilmember Zorica and Councilmember Smith attended the Small Cities Connector put on by Association of Washington Cities last week. It was a nice event and well represented by Pend Oreille County with one other Mayor attending. It was a good opportunity to meet others in similar circumstances.

Mayor Campbell also congratulated all of the high school graduates that will be graduating this week.

Mayor Campbell stated that street projects will be starting in the next two weeks.

Councilmember Longly reminded everyone to attend the Coffee with a Fire Chief this Saturday at 9:30 AM at My Sidewalk Café. One of the topics will be to get feedback from the public on the EMS District. Councilmember Longly and Zorica will be there as well.

AUDIENCE PARTICIPATION:

Troy Moody residing at 241 Shadow Lane, Newport, WA asked the Council to implement a Municipal Code to require downtown businesses to maintain an appealing storefront to improve business in the downtown corridor and encourage citizens to stop at the businesses as they travel through as well as come up with a plan for the trees downtown to avoid tripping hazards.

Councilmember Longly thought his idea was an excellent idea and encouraged him to reach out to the Chamber of Commerce as well as the Creative District. Councilmember Zorica asked if the request was for both Union Avenue as well as Washington Avenue. He further asked if the Council could legally make a private business do this. The Chamber of Commerce is currently working on a \$200 incentive for businesses to improve their storefronts. Mayor Campbell stated that he would rather see incentives than penalties. City Administrator Gribi stated that she would like to speak to the City Attorney regarding this and she suggested addressing this when the Comprehensive Plan is updated.

Kristen Yake doing business at 300 S. Washington Avenue, Newport, WA asked the Council if the location of one of the flashing crosswalk lights that are being awarded to the City tonight could be moved from 2nd Street and Washington Avenue to 3rd Street and Washington Avenue. She was encouraged by Councilmember Zorica to write a letter to the City that could be forwarded on to WSDOT for a possible additional crosswalk light. In regard to the five crosswalk lights, they have already been approved by WSDOT and cannot be changed. Administrator Gribi stated that two of the locations had experienced pedestrian injuries, which is why they were selected.

CITY ADMINISTRATOR COMMENTS:

City Administrator Gribi has had a busy June and will be attending the Annual Association of Washington Cities Conference at the end of the month. She spoke with the Council regarding updating the code for business licenses that would allow a non-profit who is exempt from paying the state a business license fee be exempt from paying the City endorsement fee. This is strictly for fundraising and donations and no profit. The Council gave her authorization to move forward on this.

NEW BUSINESS:

Councilmember Zorica moved to approve hotel/motel tax funding for the 2025 Newport Rodeo in the amount up to \$1,000; Councilmember Spring seconded. Motion carried.

Councilmember Longly moved to approve hotel/motel tax funding for the 2025 Newport Rough Stock Rodeo in the amount up to \$1,000; Councilmember Sears seconded. Motion carried.

Sue Mauro and her brother Tom Owen are the volunteers that handle the Centennial Plaza for the City. Ms. Mauro gave a quarterly report and some history of the Plaza, which was a city wide effort in 1988. She spoke of the picnic tables that were donated as well as the gardeners that keep the flowers beautiful. 3600 people visited the museum last year, 5000 visited the Chamber. There is also a large flag that flies over the gazebo. Mayor Campbell thanked Ms. Mauro for the fine job she is doing.

Councilmember Sears moved to approve an on-call services agreement with Kimley Horn and approve the City Administrator to enter into a professional services agreement with Kimley Horn for the same, for the purpose of providing implementation of the comprehensive plan and existing projects and propose new or updated development regulations. The Council desires to retain Kimley Horn to provide further professional services to the City because it has more intricate knowledge of the City's ongoing comprehensive plan efforts, and it is efficient and in the best

interests of the City to utilize Kimley Horn’s professional services in this ongoing effort; Councilmember Zorica seconded. Motion carried.

Councilmember Zorica moved to approve Resolution 20250602 designating the Clerk/Treasurer as the official authorized to legally bind the City of Newport for the sole purpose of requesting federal reimbursement; Councilmember Longly seconded. Motion carried.

Councilmember Zorica moved to approve Agreement NP2025-06 to install, operate and maintain RRFB systems at no cost to WSDOT and in compliance with the MUTCD; Councilmember Spring seconded. Motion carried.

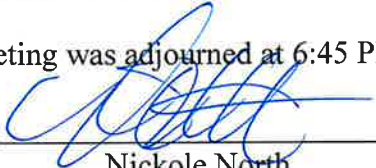
BILLS & PAYROLL:

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

CLAIMS CHECKS 66919-66939	\$384,879.10
CLAIMS EFT 2025 June 1 st Mtg; 1-3	\$1,032.97
CLAIMS DIR PAY 2025 June 1 st Mtg; 1-2	\$3,464.46
PAYROLL EFT 2025 May 2 nd PR: 1-9; Dir Deposit Run 05/19/2025	\$92,638.25

ADJOURNMENT:

The meeting was adjourned at 6:45 PM.

Attest: 

Nickole North
Clerk/Treasurer

By: _____
Keith Campbell
Mayor

Organization Name: Pend Oreille Valley Relay for Life

Address: Box 900 Forest River, Id.

Phone: 208-627-6703

Fax: _____

RECEIVED

Contact Person: Terrri D'Ve

Title: Co-Chair

MAY 30 2025

Project to be Funded: Relay for Life

CITY OF NEWPORT
NEWPORT, WA

Amount Requested: \$ 1000

Project Date(s): Aug.

Has the requesting organization received hotel/motel tax funding in the past?
If yes, for which years and which project? YES NO
Since beginning

Are you a non-profit organization exempt from taxation under IRS 501(c)(3) code? YES NO

Are you a non-profit organization exempt from taxation under IRS 501(c)(6) code? YES NO

About the Requesting Organization:

Number of full-time staff: _____

Number of part-time staff: _____

Number of volunteers: 20

Year organization incorporated: 2006

Please list the Names and Titles of your Board Members:

Terrri D'Ve / Katie LaVigne - chairs Charles! Dawn Skiles
Donalyn Brown - teams, Carolyn Sherma - survivors

Project Description:

Please provide a brief description of the event/project, including event schedule. Family event to honor Cancer survivors and fund raise for America Cancer Society

Is the project you are seeking funding for in collaboration with other agencies? If so, please name the other agencies and describe the relationship.

Total Project Cost: \$ 5000

Request as a percent of total project cost: 20%

Project Budget: 5000

Revenue:

SOURCES:	AMOUNT:
<u>Team fundraising</u>	<u>\$10,000</u>

Expenditures:

DESCRIPTION:	AMOUNT:
Survivor shirts: Flowers Ribbons	\$ 1000
Promotional	\$ 1000
Team prizes	\$ 500
Team shirts	\$ 500
Fee- breakfast items	\$ 200

IN Kind where possible —

Projected Tourism Benefits:

Expected number of participants/spectators: 125

Expected number of out-of-town participants/spectators: 10
(those who have traveled MORE than 50 miles)

Estimated total number of people staying overnight in a hotel/motel/bed & breakfast: 5

Explain how your organization will collect and verify the above information (i.e. surveys, registration, hotels, etc.)

Survey at end - registration at beginning
Explain how this project meets the above guidelines and criteria for hotel/motel tax funding.
Benefits locally for all and research for all.

Provide a detailed outline of the Marketing Plan for the event to be funded by hotel/motel funds. Please include the different types of media by name and location of service.

Posters, Beacon ads - newspaper, Facebook
Banners ACROSS Washington! Union Avenue

You may use additional sheets of paper if necessary to complete the application. You may also attach any additional information about your organization or project you think is relevant to this application.

I understand the Washington State limitations placed on use of Hotel/Motel Tax funds, and certify the requested funds will be used only for purposes described in this application or as approved by the City Council. I understand use of funds is subject to audit by the State of Washington. I further understand that printed and hard-copy verification of advertising publication is required for release of funds and there will be no advance payments. All recipients will be required to note on any advertising material that "Tourism support provided by City of Newport hotel/motel tax funds" or the event WILL NOT be funded. All funds granted are to be used by the end of the City's fiscal year, which ends December 31, and there will be no carry over.

Jeni Jore Name Cochair Title May 29, 25 Date

For City use only:

Date received by Administration: _____

Date of Administration action: _____ Amount Approved: _____

Date approved/declined by City Council: _____

CITY OF NEWPORT, WASHINGTON
ORDINANCE NO. 2138

**AN ORDINANCE OF THE CITY OF NEWPORT AMENDING
NEWPORT MUNICIPAL CODE SECTION 5.05.060(D), BUSINESS
LICENSES AND REGULATIONS, TO EXEMPT NON-PROFIT
FUNDRAISING ACTIVITIES**

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

WHEREAS, the City Council, in compliance with State law and to improve current business licensing practices for the public, desires to amend a section in the Newport Municipal Code that governs business licensing regulations;

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

Section 1. Adoption. City of Newport Municipal Code Section 5.05.060(D) is hereby amended and adopted to read as follows:

D. A **qualifying nonprofit** 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~~ **only conducting fundraising activities that do not constitute the operation of a regular place of business and proceeds are used to further the organization’s goals. (RCW 82.08.02573).** ~~Nonprofits will be required to obtain business License, but will not be charged the fee.~~

Section 2: Repealer. All other ordinances and resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

Section 3: Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 4: Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication in the City’s official newspaper. The City Clerk is directed to publish a summary of this Ordinance, consisting of the title, at the earliest publication date.

Section 5. Scrivener’s Error. Upon the approval of the City Attorney, the City Administrator is authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener’s/clerical errors, references, ordinance number, section/subsection numbers, and any references thereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NEWPORT,
WASHINGTON, this 16th day of June, 2025.

CITY OF NEWPORT, WASHINGTON

KEITH CAMPBELL, MAYOR

ATTEST:

NICKOLE NORTH, CITY CLERK

Approved as to form:

OFFICE OF THE CITY ATTORNEY

By: _____
MEGAN C. CLARK, CITY ATTORNEY

NIP 2025-07

FEDERAL SURPLUS PROPERTY PROGRAM ELIGIBILITY APPLICATION

Donee #: _____

[State] State Agency for Surplus Property (SASP)
7511 NEW MARKET ST. SW Tumwater Wa. 98501
360-407-1922 surplusfederal@des.wa.gov

Organization: City of Newport
Physical Mail Address (Street Address, City, State and Zip-- No Post Office Box): 200 S. Washington Ave, Newport, WA 99156
Primary Contact: Nickole North
Title: Clerk/Treasurer
Taxpayer/Employer Identification Number (TIN/EIN): 976001471
Phone w/Area Code: 509-447-5611 Fax w/Area Code: 509-447-2224 Email: Clerk@newport-wa.org Website: Newport-wa.org

Please choose one among the following (Public Agency, Nonprofit Organization, SEA, VSO, SBA, or VOSB) which best describes your entity:

Public Agency or Nonprofit Organization: These are tax supported entities or (primarily) educational/health nonprofit programs-- See below and Section 549(c)(3) of title 40, United States Code for a more expansive list. Such programs can acquire both civilian agency and DOD property. Property must be placed into use within 12 months and then used for a specific time period depending on the item type.

Public Agency * Purpose of your public agency:
Conservation
Economic Development
Public Education G
Public Health G
Parks & Recreation
Public Safety
Program for Older Americans
Local, City County or State Government
Public Airport
Indian Tribe, Band, Group, Pueblo or Community Located on a State Reservation I
Volunteer Fire/Rescue Squad C
Public Purposes- Multiple services such as above H
Nonprofit Organization ** Purpose of your nonprofit:
Medical Institution B
Hospital B
Clinic B
Health Center B
Outpatient Facility B
Program for Older Americans D
Provider of Assistance to Homeless A
Provider of Assistance to Impoverished A
School, College or University B
School for Persons with Disabilities B
Educational Institution B
Child Care Center B
Preschool B
Adult Day Care Center B
Educational Radio/TV Station E
Museum F
Library B
Nursing Homes or Geriatric Centers B
Alcohol/Drug Abuse Treatment Centers B

* All public agencies must provide proof of public agency status.
** All nonprofits must provide an IRS 501(c) ruling. State tax exempt forms are not acceptable.
All public agencies and nonprofits must provide financial information-- basic budget information, funding sources, etc.
A Must provide letter from a public official certifying that those receiving services are primarily homeless or impoverished.
B Must provide evidence of either licensing (recognition or approval by appropriate State or local authority; accreditation (approved by a recognized regional, state, or national board); or approval (recognition and approval by State Department of Health or Education; or other appropriate authority).
C Must provide evidence of public funding and/or legislative authority; must also provide evidence of approval by proper government authority.
D Must provide evidence of funding under the Older Americans, Social Security, Economic Opportunity, or Community Services Block Grant Act.
E Must provide proof of Federal Communications Commission (FCC) licensing.
F Must sign attached museum access agreement.
G Public health and educational "institutions" must provide evidence of either licensing (recognition or approval by appropriate State or local authority); accreditation (approved by a recognized regional, state or national board); or approval (recognition and approval by State Department of Health or Education, or other appropriate authority).
H Please contact the SASP for instructions on whether it is best to submit a separate application for each public program managed.
I In some states like Alaska, this definition has been expanded. Contact your respective SASP for details.

Note: All applicants whose eligibility is dependent on any type of licensing, accreditation, approval, or annual funding, must provide evidence of such upon expiration/renewal to ensure continuing eligibility.

Service Educational Activity (SEA): These are programs of special interest to the Armed Services and DOD. See Section 549(d) of Title 40, USC. SEAs include American National Red Cross, Boy/Girl Scouts, Little League Baseball, United Service Organization, Young Marines, and many others. For a complete listing of SEAs, view DOD's 4160.21-M manual (Sections 6-4 through 6-22 and Attachment 6.1-1 & 2). SEAs can only acquire DOD property and must provide proof of approval as an SEA.
Veteran Service Organization (VSO): These are organizations recognized by the VA that provide services to veterans. VSOs include the American Legion, AMVETS, Marine Corps League, Veterans of Foreign Wars, and many others. For a complete listing, visit https://www.va.gov/ogc/recognizedvsos.asp. VSOs can acquire both civilian agency and DOD property. VSOs are not required to be nonprofit to be eligible, but must provide proof of approval as a VSO and a written statement certifying that at least 33% of its members are veterans.
Small Business Administration (SBA) Activity: These are designated by SBA as 8a Business Development (BD) activities. SBA's can acquire both civilian agency and DOD property (except foreign surplus) and must provide written verification (letter or email) of your status from SBA. SASPs may verify 8a BD status at https://web.sba.gov/dsbs/search/dsp_dsbs.cfm.
Veteran Owned Small Business (VOSB): These are businesses certified by the VA. VOSBs can acquire both civilian agency and DOD property. VOSBs must provide a copy of the VETS First verification from the VA. SASPs may verify VOSB status at https://vetbiz.va.gov/basic-search/
RISE Act Participants: Reserved

Note: If your organization was not listed above and you wish to further discuss, please contact the SASP at: [Point of contact, phone, fax, and email]

Program Narrative: Applicants must provide a written description of program(s), at a minimum and as applicable, details such as population served, number of individuals served, hours of operation, number of full-time/part-time staff, staff qualifications, description of facilities, square footage, financial information-- basic budget information, funding sources, etc. Applicants may substitute a program brochure or website reference provided it lists similar details.

Please see the City of Newport's website
www.newport-wa.org

If more space is needed, proceed to Page 5.

Authorized Representative Listing: Applicants must provide a list of persons authorized to sign for the release of property on its behalf. Individuals listed on prior applications will be deleted. A valid driver's license or state issued photo identification may be required prior to entering state or federal facilities. Those who sign below represent that they have read and understand all information contained in this application (including the fine print) and they will abide by the aforementioned agreements, certifications, assurances and statements. Museum applicants acknowledge they understand and will abide by the Museum Access Agreement, the Certification & Agreement Statement and the Nondiscrimination Assurance Statement as well.

Printed Name <input style="width: 95%;" type="text" value="Abby Gribi"/>	Title <input style="width: 95%;" type="text" value="City Administrator"/>	Phone Number (Include Area Code) <input style="width: 95%;" type="text" value="509-447-6496"/>
Email Address <input style="width: 95%;" type="text" value="agribi@newport-wa.org"/>	Date (MM/DD/YYYY) <input style="width: 95%;" type="text" value="6/16/2025"/>	Signature <input style="width: 95%; height: 20px;" type="text" value="Aggy Gribi"/>
Printed Name <input style="width: 95%;" type="text" value="David North"/>	Title <input style="width: 95%;" type="text" value="Public Works Director"/>	Phone Number (Include Area Code) <input style="width: 95%;" type="text" value="509-671-1607"/>
Email Address <input style="width: 95%;" type="text" value="dnd@newport-wa.org"/>	Date (MM/DD/YYYY) <input style="width: 95%;" type="text" value="6/16/2025"/>	Signature <input style="width: 95%; height: 20px;" type="text" value="David North"/>
Printed Name <input style="width: 95%;" type="text" value="Nickole North"/>	Title <input style="width: 95%;" type="text" value="Clerk/Treasurer"/>	Phone Number (Include Area Code) <input style="width: 95%;" type="text" value="509-447-6429"/>
Email Address <input style="width: 95%;" type="text" value="Clerk@newport-wa.org"/>	Date (MM/DD/YYYY) <input style="width: 95%;" type="text" value="6/16/2025"/>	Signature <input style="width: 95%; height: 20px;" type="text" value="Nickole North"/>

To include additional representatives, proceed to Page 5.

Museum Access Agreement (Museum Applicants only):

As part of the Federal Surplus Property Donation Program, "museums"-- pursuant to Section 23 of Public Law 114-287 and Federal Management Regulation (FMR) Part 102-37-- agree that from an operational standpoint toward fulfilling the museum's mission and function for the general public that the museum will: Accede to any request submitted for access during typical "business" hours, interpreted here to be approximately 9:00am to 4:00pm, Monday through Friday-- although a reasonable variation from these hours may be considered due to individual circumstances (e.g. location of museum requiring strict business hours that deviate from the aforementioned time parameter).

Print Name and Title of Head Authorized Museum Official	Date (DD/MM/YYYY)	Signature
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Property "Want" or "Needs" List: Applicants must provide a listing of specific property items desired or the general categories of items desired:

If more space is needed, proceed to Page 5.
GSA FORM JG MAY 09, 2021

Certification & Agreement Statement (Including Conditions, Reservations and Restrictions):

TO BE INCLUDED ON THE STATE AGENCY FOR SURPLUS PROPERTY (SASP) ISSUE OR DISTRIBUTION DOCUMENT.

(a) THE DONEE CERTIFIES THAT:

(1) It is a public agency or a nonprofit institution or organization exempt from taxation under section 501 of the Internal Revenue Code of 1954 within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA).

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area and one or more public purposes, or, if a nonprofit, tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals. The property is not being acquired for any other use or purpose, or for sale or other distribution or for permanent use outside the State, except with prior written approval of the SASP.

(3) Funds are available to pay all costs and charges incident to donation, including but not limited to shipping fees, repairs, costs relating to making a donated item serviceable.

(4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus property issued under title VI of the Civil Rights Act of 1964, Section 606 of title VI of the Federal Property and Administrative Services Act of 1949, as amended, section 504 of the Rehabilitation Act of 1973, as amended, title IX of the Education Amendments of 1972, as amended, and section 303 of the Age Discrimination Act of 1975.

(b) THE DONEE AGREES TO THE FOLLOWING CONDITIONS:

(1) All items of property shall be placed in use for the purpose(s) for which acquired within 1 year of receipt and shall be continued to be used for such purpose(s) for a minimum of 1 year from the date the property was placed in use. In the event the property is not placed in use, or continued in use, the donee shall immediately notify the SASP and, at the donee's expense, return such property to GSA or SASP, otherwise make the property available for transfer or other disposal by the SASP, provided the property is still usable as determined by the SASP.

(2) Such special handling or use limitations as are imposed by GSA on any item(s) of property listed hereon.

(3) In the event the property is not so used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and, upon demand, the donee shall release such property to such persons as GSA or its designee shall direct.

(c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE SASP, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS, OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE IN LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

(1) The property shall be used only for the purpose(s) for which acquired, and for no other purpose(s).

(2) There shall be a period of restriction which will expire after such property has been used for the purposes(s) for which acquired for a period of 18 months from the date the property is placed in use.

(3) In the event the property is not used as required by c (1) and (2), and Federal restrictions (b)(1) and (b)(2) and (f) have expired, then title and right to the possession of such property shall at the option of the SASP revert to the SASP and the donee shall release such property to such persons as the SASP shall direct.

(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

(1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (b), (c), and (f), remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently for use outside the State, without the prior approval of GSA under (b), (c), and (f), or the SASP under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, when such action is authorized by GSA or by the SASP, shall be remitted promptly by the donee to GSA or the SASP, as the case may be.

(2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b), and (f) remain in effect, without the prior approval of GSA or the SASP, the donee, at the option of GSA or the SASP shall pay to GSA or the SASP, as the case may be, the proceeds of the disposal of the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the SASP.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c), and (f) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the SASP, and shall, as directed by the SASP, return the property to the SASP, release the property to another donee, or another SASP, or to a department or agency of the United States, sell, or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the U.S. Government.

(4) The donee shall make reports to the SASP on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the SASP. The SASP reserves the right to, at its discretion, conduct on-site, virtual, telephonic, written reviews of property acquired for use to ensure the donee is properly utilizing the property and following all applicable program rules.

(5) At the option of the SASP, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of an amount determined by the SASP in conjunction with GSA.

(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

(1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, as well as the SASP will be held harmless from any or all debts, liabilities, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.

(2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations, or restrictions occurs, GSA or the SASP, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds of an amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

Certification & Agreement Statement (Including Conditions, Reservations and Restrictions):

(f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL SPECIAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreement executed by the authorized donee representative, as well as the conditions set forth in C, at a minimum.

Sample Restriction Periods:*

These are the general restriction periods for most types of property received. It is the applicant's responsibility to research, understand and comply with the specific restrictions placed upon each piece of property received.

Property must be placed into use within 12 months and used for a minimum compliance or restriction period of 12 months depending on the type of property. Special restrictions are applied to items with an original government unit acquisition cost of \$5,000 or more, passenger motor vehicles, NASA artifacts, noncombat aircraft and vessels over 50', noncombat flyable aircraft, combat aircraft and vessels 50' and greater, and firearms. See the SASP for specific restrictions and questions on all items acquired, including the following:

- Property with an original gov't unit acquisition cost of less than \$5,000 or more = 12 months
- Property with an original gov't unit acquisition cost of \$5,000 or more and passenger motor vehicles = 18 months
- NASA artifacts = 60 months & Perpetuity
- Noncombat Aircraft and Vessels 50' and greater = 60 months
- Combat Aircraft and Vessels over 50' = Perpetuity
- Firearms = Perpetuity

Note: SEAs can only acquire DOD property and are only subject to a 12 month restriction period!
SBA activities can acquire civilian agency and DOD property, but must use the property during its term of participation in the SBA program plus one year!

Nondiscrimination Assurance Statement:

ASSURANCE AND COMPLIANCE WITH GSA REGULATIONS under Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Service Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975.

Hereinafter called the "Donee", agrees that the program for or in connection with which any property is donated to the Donee will be conducted in compliance with, and the Donee will comply with and will provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulation of the General Service Administration (41 CFR 101.6-2, PR 101-8) issued under the provisions of Title VI of the Civil Rights Act of Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975. To the end that no person in the United States shall on the grounds of race, color, national origin, sex or age, or that no person with disabilities shall solely by reason of their disability, be excluded from participation in or be denied the benefits of, or be subject to discrimination under any program or activity for which the Donee receives Federal Assistance from the General Services Administration.

The Donee hereby gives assurance that it will immediately take any measure necessary to effectuate this agreement.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by Governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, state, or local) terminated for cause of default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall draw a line through the statement(s) above- (1)(a), (1)(b), (1)(c), (1)(d) for which the prospective applicant cannot certify and attach a detailed explanation to this application.

My signature below represents that I have read and understand all of the information contained in this application (including the fine print). My signature below represents that I have accurately completed this form to the best of my ability and that my agency, organization, business and representatives will abide by the aforementioned agreements, certifications, assurances and statements.

Print Name and Title of Applicant's Head Authorized Official		Date (DD/MM/YYYY)	Signature
<i>Keisha Campbell, Mayor</i>		<i>6/5/25</i>	
(Internal SASP Use Only)			
Print Name and Title of SASP Reviewing/Processing Official (Optional)		Date (DD/MM/YYYY)	Signature
Print Name and Title of SASP Head Approving Official		Date (DD/MM/YYYY)	Signature
Approved:	License/Accreditation/Approval Date:	Eligibility Expiration Date:	Notes
<input type="checkbox"/> YES <input type="checkbox"/> NO			

Program Narrative (Continued): Applicants must provide a written description of program(s), at a minimum and as applicable, details such as population served, number of individuals served, hours of operation, number of full-time/part-time staff, staff qualifications, description of facilities, square footage, financial information-- basic budget information, funding sources, etc. Applicants may substitute a program brochure or website reference provided it lists similar details.

Authorized Representative Listing (Continued): Applicants must provide a list of persons authorized to sign for the release of property on its behalf. Individuals listed on prior applications will be deleted. A valid driver's license or state issued photo identification may be required prior to entering state or federal facilities. Those who sign below represent that they have read and understand all information contained in this application (including the fine print) and they will abide by the aforementioned agreements, certifications, assurances and statements. Museum applicants acknowledge they understand and will abide by the Museum Access Agreement, the Certification & Agreement Statement and the Nondiscrimination Assurance Statement as well.

Printed Name Tiffany Hansen	Title Deputy Clerk/Treas.	Phone Number (Include Area Code) 509-447-6422
Email Address cityofnewport@newport-wa.org	Date (MM/DD/YYYY) 6/16/2025	Signature T. Hansen

Printed Name	Title	Phone Number (Include Area Code)
Email Address	Date (MM/DD/YYYY)	Signature

Printed Name	Title	Phone Number (Include Area Code)
Email Address	Date (MM/DD/YYYY)	Signature

Printed Name	Title	Phone Number (Include Area Code)
Email Address	Date (MM/DD/YYYY)	Signature

Printed Name	Title	Phone Number (Include Area Code)
Email Address	Date (MM/DD/YYYY)	Signature

Property "Want" or "Needs" List (Continued): Applicants must provide a listing of the specific property items desired or the general categories of items desired:

NP 2025-08

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04 and is not to be relied upon for any other purpose and shall not affect the intent of the warranty contained in the document itself.

Document Title: Interlocal Cooperative Agreement
Legal Description: N/A
Assessor's Tax Parcel ID: N/A

Filed with the Auditor or listed by subject on each Agency's web site pursuant to RCW 39.34.040.

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN KALISPEL TRIBE OF INDIANS AND CITY OF NEWPORT**

THIS AGREEMENT is made on the date of last execution below by and between the City of Newport ("City") and the Kalispel Tribe of Indians, a federally recognized sovereign Indian tribe ("Tribe"), for services provided through Kalispel Natural Resources Department's Cultural Resources Management program.

WHEREAS, City of Newport is a municipal corporation of the State of Washington (hereinafter collectively "the Agency"); and

WHEREAS, pursuant to Chapter 39.34 RCW, the Agency may enter into a cooperative Interlocal Agreement wherein it may provide mutual aid in the sharing of labor and equipment resources; and

WHEREAS, the Agency and the Tribe have the authority to construct, maintain, and repair their county roads within their respective jurisdictions and from time-to-time require the use of expensive, specialized equipment, assistance, or technical knowledge; and

WHEREAS, the Agency and the Tribe find this Agreement to be mutually advantageous and the most efficient method in terms of time and money for public works projects or emergencies; and

WHEREAS, the Pend Oreille Board of County Commissioners and Newport City Council have each authorized the execution of this Agreement by action taken at a regular meeting; and

WHEREAS, The Tribe's governing body has authorized this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants terms and conditions set forth herein, the Agency and the Tribe agree to cooperate with each other as follows:

**Article 1
PURPOSE**

This Interlocal Agreement has been developed for the Tribe to provide services (“Services” or “Work”) through its Kalispel Natural Resources Department (“KNRD”), to the City of Newport (“City”). Such Services require compensation of Tribal staff time during project proposal consultation, research, survey implementation, and documentation of requested Services. A detailed scope of work is not defined, but this Agreement will hold in reserve options for Services that are available as listed below.

**Article 2
SCOPE OF SERVICES**

Scope of optional Services:

- Consultation on projects
 - CRM Program Manager
- Pedestrian survey
 - Archaeologist III, Archaeologist I, and Archaeological Technician IV
- Project monitoring
 - Archaeologist I
- Shovel testing
 - Archaeologist III, Archaeologist I, and Archaeological Technician IV
- Archaeological site documentation
 - Archaeologist III, Archaeologist I
- Technical report with associated administrative and pre-field research
 - CRM Program Manager, Archaeologist III
- Curation service - to document and prepare materials for their disposition with a third party
 - CRM Program Manager, Archaeologist III, Archaeologist I

Services may be added from time to time as agreed to by the City and the Tribe.

Table 1. Fee sheet for FY2025. (“Cost Rates”).

Line item	Cost	Unit
CRM Program Manager	\$79	Per hour
Archaeologist III	\$50	Per hour
Archaeologist I	\$37	Per hour
Archaeological Technician IV	\$37	Per hour
Vehicle use, Ford F250	\$200	Per day
Vehicle use, Ford Explorer	\$200	Per day
Ground penetrating radar	\$400	Per day
Trimble equipment	\$400	Per day
Radiocarbon analysis (external lab)	\$349	Per sample
Overhead/Indirect cost	38.04%	Applied to salaries

The City and the Tribe agree to review the Cost Rates on an annual basis per Table 1. Cost Rates shall remain in effect until mutually modified by the City and the Tribe.

Article 3 ADMINISTRATION

The City and the Tribe each designate one Administrator responsible for the administration of this Agreement. The contact information for each Administrator is as follows:

For the City of Newport:

City Administrator
200 Washington Ave S
Newport WA 99156
(509) 447-6496

For the Kalispel Tribe of Indians:

Ray Entz
Kalispel Natural Resources Department
PO Box 39
Usk, WA 99180
(509) 447-7278

The Administrators shall have full power to act on behalf of their respective agency for the purposes authorized in this Agreement.

Article 4 DURATION AND TERMINATION OF AGREEMENT

4.1 Duration

The term of this Agreement shall be three (3) years ("Term"), unless terminated in writing by either Party prior to expiration of the Term and pursuant to Article 4.2 below.

4.2 Termination

This Agreement shall continue until terminated by either Party by providing thirty (30) days prior written notice of termination to the other Party. If this Agreement is so terminated, the Parties shall be liable for Services rendered or costs incurred in accordance with the terms of this Agreement through the effective date of termination.

Article 5
REIMBURSEMENT TO TRIBE

For completed and approved Services rendered under this Agreement, the City shall submit monthly payment net thirty (30) days from receipt of statement of account:

Kalispel Tribe Accounts Payable
Attn: Nyla Nomee
PO Box 39
Usk, WA 99180
kti-hq-ap@kalispeltribe.com

Article 6
INDEMNITY

The City shall indemnify, defend and hold harmless the Tribe, its departments, elected and appointed officials, employees, and agents, from and against any and all claims, damages, losses and expenses for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, resulting from the City's use of Tribal Services.

In the event of any and all claims, damages, losses and expenses for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, resulting from the concurrent negligence of the Parties, the Parties shall be liable to the extent of their respective proportionate negligence.

The foregoing indemnification obligations of the Parties are a material inducement to the Parties to enter into this Agreement and have been mutually negotiated.

The Parties specifically acknowledge and agree to the terms of indemnification herein, and said acknowledgement and agreement is witnessed by the executing signatures of their authorized representatives found at the end of this Agreement.

Article 7
PERFORMANCE OF AGREEMENT

7.1 Compliance with All Laws

Both Parties shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.

7.2 Maintenance and Audit of Records

Each Party shall maintain books, records, documents and other materials relevant to its performance under this Agreement, subject to inspection under the laws applicable to that Party.

7.3 On-Site Inspections

Any Administrator or their designee may evaluate the performance of this Agreement through on-site inspection to determine whether Services provided are in compliance with the standards set forth in this Agreement, and in compliance with federal, state, and local laws, rules, regulations, and ordinances.

7.4 Improper Influence

Each Party agrees, warrants, and represents that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

7.5 Conflict of Interest

The elected and appointed officials and employees of the Parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest or the appearance of a conflict of interest.

7.6 Nature of Cooperative Entity

This Agreement facilitates the cooperation of the Parties as independent bodies and shall not create a separate legal or administrative entity.

No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used or disposed of pursuant to this Agreement.

The Tribe shall provide all materials, supplies, tools, equipment, labor, and other Services necessary or reasonable for the completion of the Work. The Tribe's relationship to the City shall be as an independent contractor. The Tribe shall not act as an agent or employee of the City and will determine the time, place, and manner in which it will provide the Services in accordance with this Agreement. All employees or agents engaged by the Tribe in the performance of the Work or Services required under this Agreement shall be considered employees of the Tribe only and not the City.

Article 8 DISPUTES

8.1 Waiver Limited

A waiver of any term or condition of this Agreement must be in writing and signed mutually by the Parties. Any express or implied waiver of a term or condition of this Agreement

shall apply only to the specific act, occurrence, or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence, or omission.

8.2 Dispute Resolution

In the event a dispute arises under this Agreement, the Administrators or their designees shall promptly meet in person in a good faith effort to negotiate resolution of the dispute. An attempt at such dispute resolution shall be a prerequisite to the filing of any litigation concerning the dispute. Refusal or failure of either Party to participate in dispute resolution in good faith or at all shall constitute a waiver of this requirement. Nothing in this Agreement nor any action taken by the Tribe or any of its officers, agents, or employees in connection with this Agreement shall be deemed to be a waiver of the sovereign immunity of the Tribe unless such waiver is explicit and in writing, and fully complies with all Tribal and federal requirements for the waiver of such immunity.

8.3 Attorney's Fees

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party shall assume its own attorney's fees and other costs incurred in that action.

8.4 Governing Law and Venue

This Agreement shall be governed exclusively by the laws of the State of Washington. Venue shall be in a court of competent jurisdiction in Pend Oreille County, State of Washington.

Article 9 GENERAL PROVISIONS

9.1 Assignment

Neither Party may assign its rights or delegate its duties under this Agreement, whether by assignment, further subcontract, or other means, unless otherwise agreed to by the other Party in writing. Any such attempted assignment or delegation not agreed upon by both Parties shall be void and shall constitute a material breach of this Agreement.

9.2 Modification

This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement signed by the Parties, and adopted by resolution of each Party's legislative authority.

9.3 Invalid Provisions

The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision, and this Agreement

ATTEST:

City Clerk/Treasurer

Date

Approved as to form only:

City Attorney

Date

AGREEMENT FACE SHEET

Agreement Number: PR25-96103-024

PUBLIC WORKS BOARD PRE-CONSTRUCTION FUNDING AGREEMENT

1. Contractor City of Newport 201 S Washington Ave Newport, WA 99156		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Abby Gribi agribi@newport-wa.org		4. Public Works Board Representative Izabela Kocan izabela.kocan@commerce.wa.gov	
5. Agreement Amount \$920,000.00	6. Funding Source: Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Agreement Start Date Agreement Execution Date	8. Agreement End Date: June 1, 2030
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # N/A	11. SWV # 0016794-00	12. UBI # 264-000-644	13. UEI # N/A
14. Agreement Purpose Fund a project of a local government for Pre-Construction activities that include, but are not limited to, design engineering, bid-document preparation, environmental studies, right-of-way acquisition, value planning, permits, cultural and historic resources, and public notification.			
The BOARD, defined as the Washington State Public Works Board, and the Contractor acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following documents that are incorporated by reference: Agreement Terms and Conditions including Declarations Page; the BOARD Traditional Program Policy Handbook; and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR <hr/> Signature Keith Campbell Print Name Mayor Title <hr/> Date		FOR PUBLIC WORKS BOARD <hr/> Kathryn A. Gardow, Public Works Board Chair <hr/> Date APPROVED AS TO FORM ONLY <hr/> Signature on File Dawn C. Cortez Assistant Attorney General	

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DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Newport
Agreement Number: PR25-96103-024

PROJECT INFORMATION

Project Title: Newport Wastewater Treatment Facility Improvements
Project City: Newport
Project State: Washington
Project Zip Code: 99156

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount: \$460,000.00
Loan Term, if applicable: 5 years
Interest Rate: 0.43%
Payment Month: June 1

GRANT FUNDING:

Grant Amount: \$460,000.00
% of Funding as Grant: 50%

PROJECT TOTALS:

Total Funding: \$920,000.00
Total Estimate Cost: \$3,856,000.00
Earliest Date for Cost Reimbursement: May 9, 2025
Time of Performance: 24 months from the Execution Date of this Agreement to Project Completion.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

n/a

LOAN SECURITY CONDITION GOVERNING THIS AGREEMENT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the Sanitary Sewer (Wastewater) system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

SCOPE OF WORK

Phase 1 Engineering Design will include the design Plans, Specifications and Cost Estimates (PS&E) of the following facility improvements:

1. Procurement of the backup generator to provide emergency power for all site operations,
2. Replacement of the potable and reclaimed water system throughout the plant,
3. Oxidation ditch upgrades, including aerators with enclosure(s), diversion structures/piping/valving, stairway improvements, associated electrical and foam spray system upgrades.
4. New Clarifier #3 structure, mechanical equipment, associated electrical, piping and valving.
5. Pumphouse #2 basement stairway entrance extension, piping/valving/pump upgrades, disinfection system upgrades and associated electrical.
6. Aerobic digester building replacement and associated piping/valve/pumps/structures and electrical upgrades.

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, and bid documents. The project needs to meet all applicable Local, State, and/or Federal standards.

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AGREEMENT TERMS AND CONDITIONS

PUBLIC WORKS BOARD PRE-CONSTRUCTION FUNDING PROGRAM

SPECIAL TERMS AND CONDITIONS

1.1 DEFINITIONS

As used throughout this Pre-Construction Funding Agreement the following terms shall have the meaning set forth below:

A. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Agreement.

B. "Agreement" shall mean this Pre-Construction Funding Agreement.

C. "Contractor" shall mean the local government identified on the Agreement Face Sheet receiving funding to complete the project described in the scope of work described in this Agreement and who is a Party to the Agreement, and shall include all employees and agents of the Contractor.

D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Agreement, displayed within the Agreement in **THIS STYLE** for easier identification.

E. The BOARD Traditional Program Policy Handbook shall mean the handbook found on the PWB website or available upon request in PDF.

1.2 AUTHORITY

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor pre-construction funding for an approved public works project.

1.3 PURPOSE

The BOARD and the Contractor have entered into this Agreement to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the BOARD. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the Agreement terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 ORDER of PRECEDENCE

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

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions, including attachments.
- C. General Terms and Conditions.

1.5 COMPETITIVE BIDDING REQUIREMENTS

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the BOARD.

1.6 DEFAULT IN REPAYMENT

If the funding under this Agreement constitutes a loan, loan repayments shall be made on the loan in accordance with Section 1.14 of this Agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.7 SUB-CONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Agreement performed by sub-contractors and the portion of the Agreement funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.8 ELIGIBLE PROJECT COSTS

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030, be related only to project activities described in the declared **SCOPE OF WORK**, and documented according to the requirements set forth in the Traditional Program Policy Handbook. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after the **EARLIEST DATE FOR COST REIMBURSEMENT** shown in the Declarations are eligible for reimbursement under this Agreement.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.9 HISTORIC AND CULTURAL RESOURCES

Prior to approval and disbursement of any funds awarded under this Agreement, the Contractor shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or the Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless the BOARD and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Agreement.

In addition to the requirements set forth in this Agreement, the Contractor shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with the BOARD and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommendation consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources

affected by the Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Agreement.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memoranda of agreement, if historical or cultural artifacts found during the construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the BOARD Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Agreement shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in the Agreement, the Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work described in this Agreement, the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.10 PROJECT COMPLETION AMENDMENT and CERTIFIED PROJECT COMPLETION REPORT

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Agreement work is performed.
- D. Pictures of Completed Project, as appropriate.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan amount, grant amount (if applicable), loan term, and interest rate.

1.11 RATE AND TERM OF LOAN

If the Contractor is awarded a loan, the BOARD shall fund the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Agreement Face Sheet and declared on the Agreement Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM**, with the final payment due by the **AGREEMENT END DATE** as shown on the Agreement Face Sheet.

Any grant funding shall be spent from the award proportionally to the **% OF FUNDING AS GRANT**. The percent of grant funding shall not be changed at project completion regardless of the actual cost of the project and the Affordability Index or other measure of financial hardship.

The BOARD may extend the **LOAN TERM** of this Agreement to twenty years when the jurisdiction demonstrates that 30% of the funding necessary for construction of the project has been secured. The Contractor must provide written documentation of construction funding commitment before the first principal payment is due.

1.12 RECAPTURE

In addition to the recapture provisions in Section 2.32, the right to recapture, shall exist for a period not to exceed six (6) years following Agreement termination. In the event that the BOARD is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs thereof, including attorney's fees.

1.13 REIMBURSEMENT PROCEDURES AND PAYMENT

If funding or appropriation is not available at the time the invoice is submitted, or when this Agreement is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum funding amount under this Agreement, as identified in Section 1.10.

The Contractor shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

When requesting reimbursement for expenditures made, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal, or its successor. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **ground-disturbing or land acquisition** activities will not be accepted until the PWB certifies compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.9 of this Agreement.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD at least quarterly, as appropriate.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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

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

BOARD shall not release the final five (5) percent of the total funding amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the Board for that cost.

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

At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs and local share. The final BOARD funding disbursement shall bring the total funding to the lesser of 100% of the eligible project costs or the total declared **funding under this Agreement**. The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan and grant amounts, loan term, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received BOARD monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the BOARD by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.14 REPAYMENT

If the Agreement includes a loan, then repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Agreement execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of a loan under this Agreement shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **AGREEMENT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.15 REPORTS

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD Traditional Program Policy Handbook;
- B. Quarterly Reports;
- C. Certified Project Completion Report at project completion (as described in Section 1.10); and
- D. Other reports as the BOARD may require.

1.16 TERMINATION FOR CAUSE

If the Contractor fails to comply with the terms of this Agreement, or fails to use the funds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Agreement in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.41 Termination for Cause/Suspension.

1.17 TERMINATION FOR CONVENIENCE

Notwithstanding anything in Section 2.42 Termination for Convenience, the BOARD may suspend or terminate this Agreement in the event that funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Agreement. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

1.18 TIME OF PERFORMANCE

No later than twenty-four (24) months after the date of Agreement execution, the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Agreement. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Agreement shall be for the entire term stated in Section 8 of the Agreement Face Sheet, regardless of actual project completion, unless terminated in writing sooner.

1.19 AGREEMENT SUSPENSION

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Agreement will be suspended effective July 1. The Contractor shall immediately suspend work under this Agreement and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Contractor immediately upon lifting of the Agreement suspension.

1.20 SPECIAL CONDITIONS

If SPECIAL CONDITIONS are listed on the Agreement Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Agreement.

1.21 LOAN SECURITY

Loan Security payments shall be made as stated on the attached Declarations Page, and identified as LOAN SECURITY.

GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

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

A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.

B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.

C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Agreement.

D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

E. "State" shall mean the state of Washington.

F. "Subcontractor" shall mean one not in the employment of the Contractor who is performing all or part of those services under this Agreement under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 ALLOWABLE COSTS

Costs allowable under this Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Agreement or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

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

2.4 AMENDMENTS

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

2.5 AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This Agreement shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney's fees and costs.

2.9 AUDIT

A. General Requirements

- If requested by the Board at any time during the Agreement period and six (6) years following termination of the Agreement, Contractor will obtain an audit, at its own expense.
- Contractors are to procure audit services based on the following guidelines.
- The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
- The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

- In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.
- In any case, the Contractor's financial records must be available for review by the BOARD.

2.10 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
2. All material produced by the Contractor that is designated as "confidential" by the BOARD; and

3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Agreement whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
 - C. Unauthorized Use or Disclosure. The Contractor shall notify the BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.12 CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.13 COPYRIGHT PROVISIONS

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

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

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

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

2.14 DISALLOWED COSTS

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

2.15 DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Agreement number; and
- be mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other agreement, contract, subcontract, or other source.

2.17 ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable local, state or federal law related to ethics or conflicts of interests.

2.18 GOVERNING LAW AND VENUE

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

2.19 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement. "Claim,"

as used in this Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor waives its immunity under RCW 51 to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Agreement. The Contractor and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.21 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of RCW 51, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.22 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative Action, RCW 41.06.020 (11).
- B. Boards of Directors or Officers of Non-profit Corporations – Liability – Limitations, RCW 4.24.264.
- C. Contracts for Architectural and Engineering Services. RCW 39.80
- D. Disclosure-Campaign Finances-Lobbying, RCW 42.17.
- E. Discrimination-Human Rights Commission, RCW 49.60.
- F. Ethics in Public Service, RCW 42.52
- G. Growth Management, RCW 36.70A
- H. Housing Assistance Program, RCW 43.185.
- I. Interlocal Cooperation Act, RCW 39.34.
- J. Noise Control, RCW 70.107.
- K. Office of Minority and Women's Business Enterprises, RCW 39.19 and WAC 326-02.
- L. Open Public Meetings Act, RCW 42.30.
- M. Prevailing Wages on Public Works, RCW 39.12.

- N. Public Records Act. RCW 42.56.
- O. Public Works Projects, RCW 43.155
- P. Relocation Assistance – Real Property Acquisition Policy, RCW 8.26.
- Q. Shoreline Management Act of 1971, RCW 90.58.
- R. State Budgeting, Accounting, and Reporting System, RCW 43.88
- S. State Building Code, RCW 19.27 and Energy-related building standards, RCW 19.27A, and Provisions in buildings for aged and handicapped persons, RCW 70.92.
- T. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- U. State Environmental Policy, RCW 43.21C.
- V. State Executive Order 21-02 Archeological and Cultural Resources.

2.23 LICENSING, ACCREDITATION AND REGISTRATION

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

2.24 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative’s designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

2.25 LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor’s non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the BOARD. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the “Disputes” procedure set forth herein.

2.27 PAY EQUITY

The Contractor agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Agreement may be terminated by the BOARD, if the BOARD, the Department of Commerce, or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.28 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW 42.17 and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.29 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, RCW 39.12 as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for the BOARD's review upon request.

2.30 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.31 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD'S name is mentioned, or language used from which the connection with the state of Washington's or the BOARD'S's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.32 RECAPTURE

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

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

2.33 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six years following the date of final payment.

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

2.34 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.35 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Contractor shall provide access to its facilities for this purpose.

2.36 SAVINGS

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

2.37 SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

2.38 SUBCONTRACTING

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

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

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

2.39 SURVIVAL

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

2.40 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.41 TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

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

The rights and remedies of the BOARD provided in this Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.42 TERMINATION FOR CONVENIENCE

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

2.43 TERMINATION PROCEDURES

Upon termination of this Agreement, the BOARD, in addition to any other rights provided in this contract.

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

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

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

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Agreement, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.44 TREATMENT OF ASSETS

Title to all property furnished by the BOARD shall remain with the BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to, and vest in the Contractor.

2.45 WAIVER

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

ATTACHMENT I: ATTORNEY CERTIFICATION

PUBLIC WORKS BOARD PRE-CONSTRUCTION PROGRAM

CONTRACTOR: City of Newport

Agreement Number: PR25-96103-024

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Newport (the CONTRACTOR); and

I have also examined any and all documents and records which are pertinent to the Agreement, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The CONTRACTOR is properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to enter into an Agreement with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The CONTRACTOR is empowered to accept the BOARD's financial assistance and to provide for repayment of the loan as set forth in the Agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the CONTRACTOR from repaying any loan extended by the BOARD with respect to such project. The CONTRACTOR is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule, debt limitations applicable to the CONTRACTOR.

Signature of Attorney

Date

Name

CITY OF NEWPORT
VOUCHER REPORT

DATE: June 16th, 2025 (Second Meeting Run)

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

Claims Checks 66942-66966	\$40,951.37
66940 Replacement for lost check	\$64.60
66724 Lost check 2/3/25 - Void	-\$64.60
66941 Void	

EFT 2025 June 2nd Mtg: 1-13 \$43,405.36

Direct Pay 2025 June 2nd Mtg: 1-10 \$10,661.97

Grand Total of all Claims \$95,018.70

Deputy City Clerk/Treasurer: J. Hansen 6/9/25

Register

Fiscal: 2025
 Deposit Period: 2025 - June
 Check Period: 2025 - June - 2nd Council Meeting

Number	Name	Print Date	Clearing Date	Amount
Mountain West				
Check	51040005632			
66940	PO CO Corrections	6/16/2025		\$64.60
66942	A-L Compressed Gases, Inc	6/16/2025		\$326.20
66943	All Season Overhead Door	6/16/2025		\$430.80
66944	Anatek Labs, Inc.	6/16/2025		\$1,660.00
66945	Barr Tech LLC	6/16/2025		\$8,166.84
66946	Copper State Bolt & Nut	6/16/2025		\$932.35
66947	Correct Equipment	6/16/2025		\$1,167.47
66948	Exbabylon LLC	6/16/2025		\$156.17
66949	Excess Inc	6/16/2025		\$804.53
66950	FedEx	6/16/2025		\$13.96
66951	IBS, Inc	6/16/2025		\$1,442.11
66952	J.A. Sewell & Assoc., LLC	6/16/2025		\$379.27
66953	Leo's Excavating, LLC	6/16/2025		\$1,534.73
66954	MCA Machine and Repair	6/16/2025		\$2,853.00
66955	O'Reilly Auto Parts	6/16/2025		\$386.91
66956	Perfection Tire Co.	6/16/2025		\$2,605.55
66957	PO CO Corrections	6/16/2025		\$5,858.65
66958	PO CO Dispatch Center	6/16/2025		\$5,018.67
66959	PO CO Solid Waste Div.	6/16/2025		\$563.86
66960	PO CO Treasurer	6/16/2025		\$1,756.05
66961	Selkirk Ace Hardware	6/16/2025		\$1,363.80
66962	Sherwin Williams	6/16/2025		\$547.35
66963	SiteOne Landscape Supply	6/16/2025		\$67.31
66964	State Treasurer	6/16/2025		\$744.11
66965	Supreme Power Sports Priest River	6/16/2025		\$125.90
66966	White Block Co.	6/16/2025		\$2,045.78
<u>Direct Pay 2025 June 2nd Mtg- 1</u>	Billingsley, Brett -DIRECT PAY	6/16/2025		\$4,137.51
<u>Direct Pay 2025 June 2nd Mtg- 10</u>	Vision Municipal Solutions - DIRECT PAY	6/16/2025		\$347.15
<u>Direct Pay 2025 June 2nd Mtg- 2</u>	Law Offices of Joshua Maurer, PLLC - DIRECT PAY	6/16/2025		\$3,100.00
<u>Direct Pay 2025 June 2nd Mtg- 3</u>	North, David - DIRECT PAY	6/16/2025		\$50.00
<u>Direct Pay 2025 June 2nd Mtg- 4</u>	North, Nickole - DIRECT PAY	6/16/2025		\$50.00
<u>Direct Pay 2025 June 2nd Mtg- 5</u>	Reid Legal Office, PLLC - DIRECT PAY	6/16/2025		\$1,273.08
<u>Direct Pay 2025 June 2nd Mtg- 6</u>	SCJ Alliance - DIRECT PAY	6/16/2025		\$362.25
<u>Direct Pay 2025 June 2nd Mtg- 7</u>	Utilities Underground Location Center- DIRECT PAY	6/16/2025		\$18.90

Number	Name	Print Date	Cleaning Date	Amount
Direct Pay 2025 June 2nd Mtg - 8	Van Valkenburg Law PS -DIRECT PAY	6/16/2025		\$1,273.08
Direct Pay 2025 June 2nd Mtg - 9	VanEiten, Paul -DIRECT PAY	6/16/2025		\$50.00
EFT 2025 June 2nd Mtg - 1	AT&T Mobility - AUTO PAY	6/16/2025		\$1,092.51
EFT 2025 June 2nd Mtg - 10	State of WA - DOR EFT	6/16/2025		\$7,490.99
EFT 2025 June 2nd Mtg - 11	US Bank - AUTO PAY	6/16/2025		\$6,753.16
EFT 2025 June 2nd Mtg - 12	Vestis - AUTO PAY	6/16/2025		\$294.51
EFT 2025 June 2nd Mtg - 13	Ziply Fiber - AUTO PAY	6/16/2025		\$206.56
EFT 2025 June 2nd Mtg - 2	Avista Utilities - AUTO PAY	6/16/2025		\$21.21
EFT 2025 June 2nd Mtg - 3	City Of Newport Water & Sewer - AUTO PAY	6/16/2025		\$1,617.09
EFT 2025 June 2nd Mtg - 4	CityServiceValcon, LLC - AUTO PAY	6/16/2025		\$2,903.00
EFT 2025 June 2nd Mtg - 5	Consolidated Supply Co - EFT	6/16/2025		\$11,175.92
EFT 2025 June 2nd Mtg - 6	Etter, McMahon, Lamberson, Van Wert, Oreskovich PC - EFT	6/16/2025		\$3,135.00
EFT 2025 June 2nd Mtg - 7	Intermedia Cloud Communications America, Inc - AUTOPAY	6/16/2025		\$394.84
EFT 2025 June 2nd Mtg - 8	Pitney Bowes Bank Reserve Account - AUTO PAY	6/16/2025		\$1,000.00
EFT 2025 June 2nd Mtg - 9	Public Utility District - AUTOPAY	6/16/2025		\$7,320.57
	Total		Check	\$95,083.30
	Total		51040005632	\$95,083.30
	Grand Total			\$95,083.30

66940
 * Replacement Check for 66724
 2/3/25

(64.60)

95,018.70

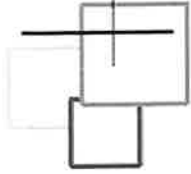
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Register

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

Number	Name	Print Date	Clearing Date	Amount
Mountain West Check <u>66724</u>	51040005632 PO CO Corrections	2/3/2025		
			Total	Void
			Total	\$0.00
			Check	\$0.00
			51040005632	\$0.00
			Grand Total	\$0.00

Voucher Directory



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

Vendor	Number	Reference	Account Number	Description	Amount
A-L Compressed Gases, Inc	66942				
		Invoice - 0002245418		2025 - June - 2nd Council Meeting	
			001-000-000-576-80-31-00	Operating Supplies	\$108.73
			101-000-000-543-30-31-00	Operating Supplies	\$108.73
			410-000-000-534-34-31-00	Office & Operating Supplies	\$108.74
		Total Invoice - 0002245418			\$326.20
					\$326.20
Total 66942					\$326.20
Total A-L Compressed Gases, Inc					
All Season Overhead Door	66943				
		Invoice - 04172025		2025 - June - 2nd Council Meeting	
			001-000-000-576-80-48-00	Repair & Maintenance	\$143.60
			101-000-000-543-50-48-00	Maintenance of Facilities	\$143.60
			410-000-000-534-34-48-00	Repair & Maintenance	\$143.60
		Total Invoice - 04172025			\$430.80
					\$430.80
Total 66943					\$430.80
Total All Season Overhead Door					
Anatek Labs, Inc.	66944				
		05/31/2025 Anatek Statement		2025 - June - 2nd Council Meeting	
			410-000-000-534-34-41-00	Professional Services	\$1,660.00
		Total 05/31/2025 Anatek Statement			\$1,660.00
					\$1,660.00
Total 66944					\$1,660.00
Total Anatek Labs, Inc.					
AT&T Mobility - AUTO PAY					
		EFT 2025 June 2nd Mtg - 1		2025 - June - 2nd Council Meeting	
				Communications	\$90.56
				Communications	\$581.63
				Communications	\$40.04
				SRO Expenses	
			001-000-000-576-80-42-00	Communications	\$45.28
			001-000-000-576-90-42-00	RV Park Communications	\$53.22
				RV Park	

Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-543-30-42-00	Communications	\$95.61
			410-000-000-534-34-42-00	Communications	\$50.33
			411-000-100-535-35-42-00	Communications	\$135.84
				Total 05/26/2025 AT&T Statement	\$1,092.51
				Total EFT 2025 June 2nd Mtg - 1	\$1,092.51
				Total AT&T Mobility - AUTO PAY	\$1,092.51
				Avista Utilities - AUTO PAY	
				EFT 2025 June 2nd Mtg - 2	
				05/22/2025 Avista Statement	
			411-000-100-535-35-47-00	Public Utilities	\$21.21
				Idaho flow meter	\$21.21
				Total 05/22/2025 Avista Statement	\$21.21
				Total EFT 2025 June 2nd Mtg - 2	\$21.21
				Total Avista Utilities - AUTO PAY	\$21.21
				Barr Tech LLC	
				66945	
				2025 - June - 2nd Council Meeting	
				Invoice - 10433	
			411-000-100-535-35-41-03	Prof Services Sludge Hauling	\$8,166.84
				Total Invoice - 10433	\$8,166.84
				Total 66945	\$8,166.84
				Total Barr Tech LLC	\$8,166.84
				Billingsley, Brett -DIRECT PAY	
				Direct Pay 2025 June 2nd Mtg- 1	
				April, May June 2025 BBillingsly PD Services	
			001-000-000-515-93-41-00	Public Defenders	\$4,137.51
				Total April, May June 2025 BBillingsly PD Services	\$4,137.51
				Total Direct Pay 2025 June 2nd Mtg- 1	\$4,137.51
				Total Billingsley, Brett -DIRECT PAY	\$4,137.51
				City Of Newport Water & Sewer - AUTO PAY	
				EFT 2025 June 2nd Mtg - 3	
				05/27/2025 City of Newport W/S Statement	
			001-000-000-513-10-47-00	Utilities	\$33.00
			001-000-000-521-20-47-00	Utilities	\$66.00
			001-000-000-522-50-47-10	Utilities	\$66.00
				Fire Department SPOFR	\$118.80
			001-000-000-576-80-47-00	Utilities	\$511.70
			001-000-000-576-90-47-02	RV Park W/S Utilities	\$151.80
				RV Park	\$151.80
			101-000-000-543-30-47-01	Water - Public Works Shop	\$151.80
			410-000-000-534-34-47-01	Public Utilities - Water	\$151.80

Vendor	Number	Reference	Account Number	Description	Amount
			411-000-100-535-35-47-01	Public Utilities - Water	\$517.99
Total 05/27/2025 City of Newport W/S Statement					\$1,617.09
Total City Of Newport Water & Sewer - AUTO PAY					\$1,617.09
CityServiceValcon, LLC - AUTO PAY					
EFT 2025 June 2nd Mtg - 4					
Invoice - CL41474					
2025 - June - 2nd Council Meeting					
			001-000-000-521-20-32-00	Fuel	\$584.77
			001-000-000-521-20-32-00	Fuel	\$143.54
				SRO Expenses	
			001-000-000-576-80-32-00	Fuel	\$259.36
			101-000-000-543-30-32-00	Fuel Consumed	\$844.10
			410-000-000-534-34-32-00	Fuel Consumed	\$190.69
			411-000-100-535-35-32-00	Fuel Consumed	\$880.54
Total Invoice - CL41474					\$2,903.00
Total EFT 2025 June 2nd Mtg - 4					\$2,903.00
Total CityServiceValcon, LLC - AUTO PAY					\$2,903.00
Consolidated Supply Co - EFT					
EFT 2025 June 2nd Mtg - 5					
05/31/2025 Consolidated Supply Statement					
			410-000-000-534-34-31-00	Office & Operating Supplies	\$7,447.84
			411-000-100-535-35-31-00	Office & Operating Supplies	\$3,728.08
Total 05/31/2025 Consolidated Supply Statement					\$11,175.92
Total EFT 2025 June 2nd Mtg - 5					\$11,175.92
Total Consolidated Supply Co - EFT					\$11,175.92
Copper State Bolt & Nut					
66946					
05/31/2025 Copper State Statement					
			001-000-000-576-80-31-00	Operating Supplies	\$47.23
			101-000-000-543-30-31-00	Operating Supplies	\$309.01
			410-000-000-534-34-31-00	Office & Operating Supplies	\$47.23
			411-000-100-535-35-31-00	Office & Operating Supplies	\$528.88
Total 05/31/2025 Copper State Statement					\$932.35
Total 66946					\$932.35
Total Copper State Bolt & Nut					\$932.35

Vendor	Number	Reference	Account Number	Description	Amount
Correct Equipment	66947				
		Invoice - 57759		2025 - June - 2nd Council Meeting	
			410-000-000-534-34-48-00	Repair & Maintenance	\$1,167.47
				chlorinator pump well d&e	
		Total Invoice - 57759			\$1,167.47
Total Correct Equipment	Total 66947				\$1,167.47
Etter, McMahon, Lamberson, Van Wert, Oreskovich PC - EFT	EFT 2025 June 2nd Mtg - 6			2025 - June - 2nd Council Meeting	
		05/31/2025 EMLVO Statement			
			001-000-000-515-41-41-00	Prof Services - City Attorney	\$2,536.50
			410-000-000-534-34-41-01	Prof Svc City Atty	\$598.50
		Total 05/31/2025 EMLVO Statement			\$3,135.00
Total EFT 2025 June 2nd Mtg - 6					\$3,135.00
Total Etter, McMahon, Lamberson, Van Wert, Oreskovich PC - EFT					\$3,135.00
Exbabyllon LLC	66948			2025 - June - 2nd Council Meeting	
		Invoice - 214986			
			001-000-000-514-20-42-00	Communications	\$15.62
				Security	
			101-000-000-543-30-42-00	Communications	\$15.62
			410-000-000-534-34-42-00	Communications	\$62.47
			411-000-100-535-35-42-00	Communications	\$62.46
		Total Invoice - 214986			\$156.17
Total Exbabyllon LLC	Total 66948				\$156.17
Excess Inc	66949			2025 - June - 2nd Council Meeting	
		Invoice - 10109			
			001-000-000-521-20-47-00	Utilities	\$80.90
			001-000-000-522-50-47-10	Utilities	\$80.90
				Fire Department SPOFR	
		Total Invoice - 10109			\$161.80
		Invoice - 10121			
			001-000-000-576-90-47-01	RV Park Garbage Utilities	\$642.73
		Total Invoice - 10121			\$642.73
Total Excess Inc	Total 66949				\$804.53
					\$804.53

Vendor	Number	Reference	Account Number	Description	Amount
FedEx	66950				
		Invoice - 8-863-14634		2025 - June - 2nd Council Meeting	
			001-000-000-521-20-42-00	Communications	\$13.96
				shipping to day wireless	
		Total Invoice - 8-863-14634			\$13.96
	Total FedEx				\$13.96
IBS, Inc	66951				
		Invoice - 875872-2		2025 - June - 2nd Council Meeting	
			411-000-100-535-35-31-00	Office & Operating Supplies	\$141.67
		Total Invoice - 875872-2			\$141.67
		Invoice - 876398-1			
			001-000-000-576-80-31-00	Operating Supplies	\$107.00
			101-000-000-543-30-31-00	Operating Supplies	\$107.00
			410-000-000-534-34-31-00	Office & Operating Supplies	\$107.00
		Total Invoice - 876398-1			\$321.00
		Invoice - 877108-1			
			001-000-000-576-80-31-00	Operating Supplies	\$272.68
			101-000-000-543-30-31-00	Operating Supplies	\$272.68
			410-000-000-534-34-31-00	Office & Operating Supplies	\$434.08
		Total Invoice - 877108-1			\$979.44
					\$1,442.11
	Total IBS, Inc				\$1,442.11
Intermedia Cloud Communications America, Inc - AUTOPAY					
		EFT 2025 June 2nd Mtg - 7		2025 - June - 2nd Council Meeting	
			06/01/2025 Intermedia Statement		
			001-000-000-513-10-42-00	Communications	\$87.74
				telephone service	
			001-000-000-514-20-42-00	Communications	\$87.74
			001-000-000-521-20-42-00	Communications	\$87.74
			001-000-000-558-50-42-00	Communications	\$43.87
			101-000-000-543-30-42-00	Communications	\$43.87
			410-000-000-534-34-42-00	Communications	\$21.94
			411-000-100-535-35-42-00	Communications	\$21.94
		Total 06/01/2025 Intermedia Statement			\$394.84
		Total EFT 2025 June 2nd Mtg - 7			\$394.84
	Total Intermedia Cloud Communications America, Inc - AUTOPAY				\$394.84

Vendor	Number	Reference	Account Number	Description	Amount
J.A. Sewell & Assoc., LLC	66952				
		Invoice - 25NP05	2025 - June - 2nd Council Meeting		
			001-000-000-558-50-41-00	Professional Services	\$379.27
		Total Invoice - 25NP05			\$379.27
Total J.A. Sewell & Assoc., LLC	Total 66952				\$379.27
Law Offices of Joshua Maurer, PLLC - DIRECT PAY					
		Direct Pay 2025 June 2nd Mtg- 2	2025 - June - 2nd Council Meeting		
		June 2025 J Mauer PA Services	001-000-000-515-41-41-01	Pros Atty - Prof Svc	\$3,100.00
		Total June 2025 J Mauer PA Services			\$3,100.00
		Total Direct Pay 2025 June 2nd Mtg- 2			\$3,100.00
Total Law Offices of Joshua Maurer, PLLC - DIRECT PAY					\$3,100.00
Leo's Excavating, LLC	66953				
		Invoice - 1402	2025 - June - 2nd Council Meeting		
			410-000-000-534-34-48-00	Repair & Maintenance	\$1,534.73
				Repair water leaks Laurelhurst	
		Total Invoice - 1402			\$1,534.73
Total Leo's Excavating, LLC	Total 66953				\$1,534.73
MCA Machine and Repair	66954				
		Invoice - 1021	2025 - June - 2nd Council Meeting		
			101-000-000-543-30-48-00	Equipment Repair & Maint	\$2,853.00
				Dump truck lift kit	
		Total Invoice - 1021			\$2,853.00
Total MCA Machine and Repair	Total 66954				\$2,853.00
North, David - DIRECT PAY					
		Direct Pay 2025 June 2nd Mtg- 3	2025 - June - 2nd Council Meeting		
		June 2025 Cell Phone DNorth	410-000-000-534-34-42-00	Communications	\$50.00
		Total June 2025 Cell Phone DNorth			\$50.00
		Total Direct Pay 2025 June 2nd Mtg- 3			\$50.00
Total North, David - DIRECT PAY					\$50.00

Vendor	Number	References	Account Number	Description	Amount
North, Nickole - DIRECT PAY					
Direct Pay 2025 June 2nd Mtg- 4					
June 2025 Cell Phone NNorth					
			2025 - June - 2nd Council Meeting		
			001-000-000-514-20-42-00	Communications	\$50.00
Total June 2025 Cell Phone NNorth					\$50.00
Total Direct Pay 2025 June 2nd Mtg- 4					\$50.00
Total North, Nickole - DIRECT PAY					
O'Reilly Auto Parts					
66955					
			2025 - June - 2nd Council Meeting		
			05/28/2025 O'Reilly Statement		
			001-000-000-576-80-31-00	Operating Supplies	\$40.32
			001-000-000-576-80-48-00	Repair & Maintenance	\$3.71
			101-000-000-543-30-31-00	Operating Supplies	\$152.14
			101-000-000-543-30-48-00	Equipment Repair & Maint	\$135.06
			410-000-000-534-34-31-00	Office & Operating Supplies	\$19.14
			410-000-000-534-34-48-00	Repair & Maintenance	\$9.01
			411-000-100-535-35-48-00	Repair & Maintenance	\$27.53
Total 05/28/2025 O'Reilly Statement					\$386.91
Total 66955					\$386.91
Total O'Reilly Auto Parts					\$386.91
Perfection Tire Co.					
66956					
			2025 - June - 2nd Council Meeting		
			Invoice - 1-143366		
			001-000-000-521-20-48-00	Repair & Maintenance Equipment	\$720.09
			65909D Ford Explorer oil change, bearing repair		
Total Invoice - 1-143366					\$720.09
Invoice - 1-143368					
			001-000-000-521-20-48-00	Repair & Maintenance Equipment	\$312.91
			65911D For Explorer, Solenoid, bad idle		
Total Invoice - 1-143368					\$312.91
Invoice - 1-143399					
			001-000-000-521-20-48-00	Repair & Maintenance Equipment	\$1,234.17
			B8703C Chev Tahoe Brakes, alignment, tires		
Total Invoice - 1-143399					\$1,234.17
Invoice - 1-143401					
			001-000-000-521-20-48-00	Repair & Maintenance Equipment	\$338.38
			B8703C Chev Tahoe AC service		
Total Invoice - 1-143401					\$338.38
Total Invoice - 1-143401					\$338.38
Total 66956					\$2,605.55
Total Perfection Tire Co.					\$2,605.55

Pitney Bowes Bank Reserve Account - AUTO PAY
 EFT 2025 June 2nd Mtg - 8
 April 2025 Pitney Bowes Statement
 001-000-000-514-20-42-00 Communications \$100.00
 Postage
 101-000-000-543-30-42-00 Communications \$100.00
 410-000-000-534-34-42-00 Communications \$400.00
 411-000-100-535-35-42-00 Communications \$400.00
 Total April 2025 Pitney Bowes Statement \$1,000.00
 Total EFT 2025 June 2nd Mtg - 8 \$1,000.00
 Total Pitney Bowes Bank Reserve Account - AUTO PAY \$1,000.00

PO CO Corrections 66940
 November 2024 prisoner meds
 001-000-000-523-60-41-01 Prisoner Medical Costs \$64.60
 Replacement check for lost ck 66724 2/3/25
 Total November 2024 prisoner meds \$64.60
 Total 66940 \$64.60
 66957

June 2025 Jail Services
 001-000-000-523-60-41-00 Prisoner Room & Board \$5,718.58
 001-000-000-523-60-41-01 Prisoner Medical Costs \$140.07
 March 2025 medical costs
 Total June 2025 Jail Services \$5,858.65
 Total PO CO Corrections 66957 \$5,923.25

PO CO Dispatch Center 66958
 June 2025 Dispatch Services
 001-000-000-521-20-41-03 Sheriff Services (Dispatch) \$5,018.67
 Total June 2025 Dispatch Services \$5,018.67
 Total PO CO Dispatch Center 66958 \$5,018.67

PO CO Solid Waste Div. 66959
 05/20/2025 PO CO Solid Waste Statement
 001-000-000-513-10-47-00 Utilities \$45.98
 001-000-000-576-80-47-01 Garbage Utilities \$45.99
 101-000-000-543-30-47-03 Garbage Utilities \$45.99
 410-000-000-534-34-47-02 Garbage Utilities \$45.99

Vendor	Number	Reference	Account Number	Description	Amount
SCJ Alliance - DIRECT PAY					
Direct Pay 2025 June 2nd Mtg-6					
Invoice - 81127		2025 - June - 2nd Council Meeting			
	001-000-000-558-50-41-00	Engineering oncall		Professional Services	\$362.25
		Total Invoice - 81127			\$362.25
Total Direct Pay 2025 June 2nd Mtg-6					\$362.25
Total SCJ Alliance - DIRECT PAY					\$362.25
Selkirk Ace Hardware	66961				
		05/25/2025 Selkirk Ace Statement			
	001-000-000-576-80-31-00	Operating Supplies			\$96.20
	001-000-000-576-80-48-00	Repair & Maintenance			\$377.34
	001-000-000-576-80-48-00	Repair & Maintenance		RV Park	\$23.30
	101-000-000-543-30-31-00	Operating Supplies			\$70.64
	410-000-000-534-34-31-00	Office & Operating Supplies			\$158.51
	410-000-000-534-34-48-00	Repair & Maintenance			\$309.14
	411-000-100-535-35-31-00	Office & Operating Supplies			\$151.90
	411-000-100-535-35-48-00	Repair & Maintenance			\$176.77
		Total 05/25/2025 Selkirk Ace Statement			\$1,363.80
Total Selkirk Ace Hardware					\$1,363.80
Sherwin Williams	66962				
		2025 - June - 2nd Council Meeting			
Invoice - 4859-1			101-000-000-542-30-31-00	Street Maintenance	\$547.35
				Paint for crosswalks	
		Total Invoice - 4859-1			\$547.35
Total Sherwin Williams					\$547.35
SiteOne Landscape Supply	66963				
		2025 - June - 2nd Council Meeting			
Invoice - 153330046-001			001-000-000-576-80-48-00	Repair & Maintenance	\$67.31
		Total Invoice - 153330046-001			\$67.31
Total SiteOne Landscape Supply					\$67.31

State of WA - DOR EFT
 EFT 2025 June 2nd Mtg - 10
 May 2025 State Remit
 001-000-000-521-20-48-00 Repair & Maintenance Equipment \$37.34
 Sales tax
 001-000-000-576-80-48-00 Repair & Maintenance \$26.59
 sales tax
 101-000-000-542-63-48-00 Street Light Repair & Maint. \$26.59
 Sales tax
 410-000-000-534-34-44-00 B&O Utility Tax \$3,574.48
 410-000-000-534-34-48-00 Repair & Maintenance \$26.59
 sales tax
 411-000-100-535-35-44-00 Utility B&O Tax \$3,645.30
 633-000-000-589-30-00-01 RV Park Sales Tax Clearing Fund \$154.10
Total May 2025 State Remit \$7,490.99
Total EFT 2025 June 2nd Mtg - 10 \$7,490.99
Total State of WA - DOR EFT \$7,490.99

State Treasurer 66964
 May 2025 State Remit
 633-000-000-586-12-00-01 State Clearing Fund \$706.11
 633-000-000-586-58-00-00 State Building Code Remit \$38.00
Total May 2025 State Remit \$744.11
Total State Treasurer \$744.11

Supreme Power Sports Priest River 66965
 Invoice - 33322
 411-000-100-535-35-31-00 Office & Operating Supplies \$125.90
Total Invoice - 33322 \$125.90
Total Supreme Power Sports Priest River \$125.90

US Bank - AUTO PAY
 EFT 2025 June 2nd Mtg - 11
 05/26/2025 US Bank Statement
 001-000-000-513-10-31-00 Office & Operating Supplies \$21.51
 001-000-000-513-10-42-00 Communications \$17.22
 001-000-000-521-20-31-00 Office & Operating Supplies \$1,065.86
 001-000-000-521-20-41-00 Professional Services \$76.00
 Delano acranet
 001-000-000-521-20-42-00 Communications \$135.17
 001-000-000-521-20-48-00 Repair & Maintenance Equipment \$29.67
 Vehicle light

Vendor	Number	Reference	Account Number	Description	Amount
	001-000-000-558-50-49-00			Miscellaneous	\$400.00
			Comp plan land use application		
	001-000-000-576-80-31-00			Operating Supplies	\$445.40
	001-000-000-576-80-31-00			Operating Supplies	\$68.10
			RV Park		
	001-000-000-576-80-42-00			Communications	\$33.59
	001-000-000-576-80-42-00			Communications	\$152.05
			RV Park		
	001-000-000-576-80-48-00			Repair & Maintenance	\$598.73
			RV Park		
			Shower repair		
	001-000-000-576-80-49-00			Miscellaneous	\$110.00
			Mark Wilkinson CDL physical		
	101-000-000-543-30-31-00			Operating Supplies	\$255.27
	101-000-000-543-30-42-00			Communications	\$33.59
	101-000-000-543-30-48-00			Equipment Repair & Maint	\$2,111.35
			Dumptruck		
	410-000-000-534-34-31-00			Office & Operating Supplies	\$89.60
	410-000-000-534-34-42-00			Communications	\$134.22
	411-000-100-535-35-31-00			Office & Operating Supplies	\$203.25
	411-000-100-535-35-42-00			Communications	\$100.77
	411-000-100-535-35-43-00			Travel	\$671.81
			Tim Operatorexam review		
			Total 05/26/2025 US Bank Statement		\$6,753.16
			Total EFT 2025 June 2nd Mtg - 11		\$6,753.16
			Total US Bank - AUTO PAY		\$6,753.16
			Utilities Underground Location Center- DIRECT PAY		
			Direct Pay 2025 June 2nd Mtg- 7		
			Invoice - 5050199		
				2025 - June - 2nd Council Meeting	
			410-000-000-534-34-41-00	Professional Services	\$9.45
			411-000-100-535-35-41-04	Professional Services	\$9.45
					\$18.90
			Total Invoice - 5050199		\$18.90
			Total Direct Pay 2025 June 2nd Mtg- 7		\$18.90
			Total Utilities Underground Location Center- DIRECT PAY		\$18.90
			Van Valkenburg Law PS -DIRECT PAY		
			Direct Pay 2025 June 2nd Mtg- 8		
			June 2025 VValkenburg PD Services		
			001-000-000-515-93-41-00	Public Defenders	\$1,273.08
			Total June 2025 VValkenburg PD Services		\$1,273.08
			Total Direct Pay 2025 June 2nd Mtg- 8		\$1,273.08
			Total Van Valkenburg Law PS -DIRECT PAY		\$1,273.08

Vendor	Number	Reference	Account Number	Description	Amount
VanEtten, Paul -DIRECT PAY					
Direct Pay 2025 June 2nd Mtg- 9				2025 - June - 2nd Council Meeting	
June 2025 Cell Phone PVanEtten			410-000-000-534-34-42-00	Communications	\$50.00
Total Direct Pay 2025 June 2nd Mtg- 9					\$50.00
Total VanEtten, Paul -DIRECT PAY					\$50.00
Vestis - AUTO PAY					
EFT 2025 June 2nd Mtg - 12				2025 - June - 2nd Council Meeting	
05/31/2025 Vestis Statement			001-000-000-576-80-49-00	Miscellaneous	\$29.45
			101-000-000-543-30-49-00	Miscellaneous Expenditures	\$88.35
			410-000-000-534-34-49-00	Miscellaneous Expenditures	\$88.35
			411-000-100-535-35-49-00	Miscellaneous Expenditures	\$88.36
Total 05/31/2025 Vestis Statement					\$294.51
Total EFT 2025 June 2nd Mtg - 12					\$294.51
Total Vestis - AUTO PAY					\$294.51
Vision Municipal Solutions - DIRECT PAY					
Direct Pay 2025 June 2nd Mtg- 10				2025 - June - 2nd Council Meeting	
Invoice - 09-16053			001-000-000-521-20-31-00	Office & Operating Supplies	\$347.15
				Office 365 Delano	
Total Invoice - 09-16053					\$347.15
Total Direct Pay 2025 June 2nd Mtg- 10					\$347.15
Total Vision Municipal Solutions - DIRECT PAY					\$347.15
White Block Co.					
66966				2025 - June - 2nd Council Meeting	
Invoice - 0330497			411-000-100-535-35-31-00	Office & Operating Supplies	\$2,045.78
				Riser Rings	
Total Invoice - 0330497					\$2,045.78
Total White Block Co.					\$2,045.78
ZiPLY Fiber - AUTO PAY					
EFT 2025 June 2nd Mtg - 13				2025 - June - 2nd Council Meeting	
05/23/2025 ZiPLY Statement 5094472226			001-000-000-521-20-42-00	Communications	\$98.49
				Fax line	
Total 05/23/2025 ZiPLY Statement 5094472226					\$98.49
06/01/2025 ZiPLY Statement 5094472072			411-000-100-535-35-42-00	Communications	\$108.07

Vendor	Number	Reference	Account Number	Description	Amount
		Total 06/01/2025 Ziply Statement 5094472072		WWTP autodialer	\$108.07
		Total EFT 2025 June 2nd Mtg - 13			\$206.56
		Total Ziply Fiber - AUTO PAY			\$206.56

Grand Total Vendor Count 48 \$95,083.30

66940 Replacement Check - (64.60)
 for 66724 213125 95,018.70 JH
 ul

CITY OF NEWPORT
PAYROLL CHECK REGISTER
PAYDAY: June 10, 2025

We, the undersigned Council of the City of Newport, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that EFT Payment 2025 June 1st PR 1 through 9 as well as the Direct Deposit run 6/3/2025 for employees are approved for payment in the amount of \$98,012.17 this 16th day of June 2025.

Councilmember _____

Councilmember _____

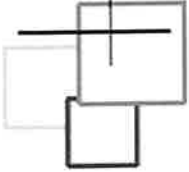
Councilmember _____

Councilmember _____

Councilmember _____

City Deputy Clerk/Treasurer *J. Hansen* *6/3/25*

Register



Number	Name	Fiscal Description	Cleared	Amount
Direct Deposit Run -	Payroll Vendor	2025 - June - 1st Council Meeting		\$46,883.79
6/3/2025				
EFT 2025 June 1st PR - 1	Dept of Labor & Industry	2025 - June - 1st Council Meeting		\$4,994.14
EFT 2025 June 1st PR - 2	Dept of Retirement - Def Comp	2025 - June - 1st Council Meeting		\$977.50
EFT 2025 June 1st PR - 3	Dept of Retirement Systems	2025 - June - 1st Council Meeting		\$9,220.29
EFT 2025 June 1st PR - 4	EFTPS	2025 - June - 1st Council Meeting		\$14,694.83
EFT 2025 June 1st PR - 5	Employment Security	2025 - June - 1st Council Meeting		\$126.70
EFT 2025 June 1st PR - 6	Employment Security - LTC	2025 - June - 1st Council Meeting		\$304.71
EFT 2025 June 1st PR - 7	Employment Security - PMFL	2025 - June - 1st Council Meeting		\$426.29
EFT 2025 June 1st PR - 8	Idaho State Tax	2025 - June - 1st Council Meeting		\$778.00
EFT 2025 June 1st PR - 9	Virmylly Benefit Solutions, Inc. - EFT	2025 - June - 1st Council Meeting		\$19,605.92
				\$98,012.17