

NEWPORT CITY COUNCIL AGENDA

March 02, 2026 AT 6:00 P.M.

INTRODUCTION

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

YOUR ELECTED OFFICIALS

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

CALL TO ORDER

ROLL CALL
PLEDGE OF ALLEGIANCE
AMENDMENTS & APPROVAL OF AGENDA &
02/17/2026 COUNCIL MEETING MINUTES

MAYOR & COUNCIL COMMENTS:

Appointment to Planning Commission Position No. 5 to expire January 02, 2031 with confirmation by the City Council – Mayor Campbell

Continued discussion regarding event coordination among Councilmembers

AUDIENCE PARTICIPATION:

CITY ADMINISTRATOR COMMENTS:

NEW BUSINESS:

Motion to approve Agreement NP2026-01 for engineering and land surveying services between the City of Newport and James A. Sewell & Associates, LLC – Abby Gribi, City Administrator

Motion to approve Ordinance 2147 relating to the City’s Planning Commission, amending Newport Municipal Code Sections 2.16.010; 2.16.020; 2.16.040 and Ordinance 2018 (2015) and Ordinance 2098 (2022) and providing for other matters properly related thereto – Abby Gribi, City Administrator

Motion to approve Agreement NP2026-02 GIS agreement with Pend Oreille County – Abby Gribi, City Administrator

BILLS & PAYROLL:

CLAIMS CHECKS 67386-67401	\$55,963.59
CLAIMS EFT 2026 March 1 st Mtg: 1-2	\$1,623.54
CLAIMS DIR PAY 2026 March 1 st Mtg: 1-2	\$4,701.50
PAYROLL EFT 2026 Feb 2 nd PR: 1-9; Dir Deposit Run 02/18/2026	\$91,769.81

EXECUTIVE SESSION:

Executive Session to discuss with legal counsel litigation, potential litigation and/or legal risks, per RCW 42.30.110(1)(i)

ADJOURNMENT:

MINUTES OF THE NEWPORT CITY COUNCIL MEETING ON
February 17, 2026

A meeting of the Newport City Council was held on February 17, 2026, 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
Nathan Weathers		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 February 02, 2026 Council Meeting; Councilmember Longly seconded. Motion carried.

MAYOR AND COUNCIL COMMENTS:

There was discussion regarding event coordination among Councilmembers. It was agreed that those that are helping with events currently will bring back a snapshot of what they do to the next meeting to let the other Councilmembers know what it consists of and if they would like to shadow and take over the event. Mayor Campbell currently helps out with National Night Out and would like to continue with that event.

AUDIENCE PARTICIPATION:

Linda Cassella, residing at 147 Raylen Road, Newport, WA spoke to the Council about the proposed vendor fee. She felt that \$10 was too high for artists to pay. They are trying to get more people to attend events in Newport and she feels that this fee may deter them from coming. She felt that it is not a good business decision. The Council explained that this is giving the smaller mom and pop people or hobbyists at events a cheaper option than purchasing a Washington State Business License and city endorsement. In the long run the City will collect enough to cover taxes that would have been paid but will save the vendors the cost of getting a license and endorsement.

CITY ADMINISTRATOR COMMENTS:

Administrator Gribi reminded the Council that Coffee with a Cop will be this Thursday at 10AM at My Sidewalk Café. Councilmember Longly and Councilmember Weathers stated that they will be attending. Mayor Campbell will also be attending if work allows.

The bid documents for the water line replacement project were sent to the Drinking Water State Revolving Fund for review and approval.

A GIS services agreement will be brought to the Council at the next meeting to allow the Pend Oreille County GIS Department to provided work for the City.

The City is currently at the halfway point with the agreement with South Pend Oreille Fire and Rescue and discussion regarding annexation should be started if it will be on the upcoming ballot. Councilmember Weathers and Councilmember Zorica volunteered to meet with two of the SPOFR Commissioners to speak about this.

NEW BUSINESS:

Rachel Granrath, City Contracted Planner gave an update on the comprehensive plan that she is working on. There will be another update in a few months. In September – November a workshop will be scheduled with the Planning Commission and Council to go over the updates to the plan. This is a lengthy process and Ms. Granrath is hoping to bring it back before Council for approval in February - March of 2027 with final adoption June of 2027.

She outlined where the process is currently and also provided a brief summary on the state requirement for the comprehensive plan as it relates to Growth Management and the Department of Commerce, highlighting this is a long range planning tool requiring updates every 10 years. There are many components to the plan including transportation, land use, housing, infrastructure, services, employment growth, community health, climate change and resiliency. All these components make for a great city.

Optional elements Newport identified for inclusion are economic development, parks and recreation and shoreline management. Further there will be a chapter dedicated to goals and policies.

Priorities and implementation are also a major component of a well-rounded Comprehensive plan and Planner Granrath has been pleased with the community engagement and response. A website and call in line have been established, the survey garnered 250 responses, mailers went out in utility bills, students also reached out. Feedback was organized into aspirational values; the surrounding areas and schools are working together, demonstrating an economically strong and fiscally strong community interested in revitalization, identifying areas of opportunity, recognizing home businesses and cottage industries, analyzing how the comprehensive plan can help to achieve a healthy, welcoming and beautiful city. A 'Medium Projected' population was used in calculations. Future land use and zoning maps were shared, both of which allow for flexibility.

The question to be answered is “What is realistically achievable in the next 10 years for infrastructure?” Newport has the capacity and the ability to grow. Newport strives for a 5-10 minute walk (1/4 mile) to public park spaces.

Councilmember Sears moved to approve Resolution 20260217 surplusing a 1987 Ford fire Engine Serial #1FDYD80U6HVA01107 and selling it to Pend Oreille County Fire District 5 in the amount of \$500.00; Councilmember Spring seconded. Motion carried.

Councilmember Zorica moved to add a vendor fee of \$10.00 to the current fee schedule Resolution 20251118; Councilmember Longly seconded. There was discussion initiated by Councilmember Sears asking what the Council thought of a \$10.00 fee for the first day of an event and a lesser charge each day after for events that take place for several days. After a great deal of discussion, it was agreed that most events within the City don’t last longer than two days and so a \$10.00 fee would be fair and adequate. Motion carried.


BILLS & PAYROLL:

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

CLAIMS CHECKS 67362-67384	\$126,217.64
CLAIMS EFT 2026 Feb 2 ND Mtg: Run 1-14	\$ 48,011.55
CLAIMS DIRECT PAY Feb 2 ND Mtg: Run 1-8	\$ 7,261.45
PAYROLL EFT 2026 Feb 1 st PR 1-9; Dir Deposit Run 02/03/2026	\$ 97,012.95

ADJOURNMENT:

The meeting was adjourned at 7:18 PM.

Attest: 

Nickole North, MMC, CPFA
Clerk/Treasurer

By: _____
Keith Campbell
Mayor

AGREEMENT NP2026 01

**CITY OF NEWPORT
AGREEMENT FOR ENGINEERING AND LAND SURVEYING SERVICES**

THIS AGREEMENT FOR ENGINEERING AND LAND SURVEYING SERVICES (“Agreement”) dated March 02, 2026 (the “Effective Date”) is entered into by and between the City of Newport (“City”) and James A. Sewell & Associates, LLC, (“Engineer”); hereinafter collectively referred to as the “Parties”.

WHEREAS, the City desires to employ the Engineer to provide miscellaneous engineering services on as-needed basis; and

WHEREAS, the City is proposing an agreement for the purpose of providing miscellaneous engineering and land surveying services, and the Parties have accepted the terms of the proposed services as provided herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

(1) **DURATION.** This Agreement shall be in full force and effect beginning on the Effective Date and shall continue for three (3) years (the “Initial Term”). Upon mutual agreement by the City and the Engineer, this Agreement shall continue for two (2) additional extensions of one (1) year each following the Initial Term (the “Extension Terms”).

(2) **SCOPE.** The scope of work shall be defined for each individual project as the need arises, and by reference the future scopes of work are hereby made a part of this Agreement.

(3) **SERVICES.** The Engineer shall provide all services necessary to carry out the scope of work for each project (“Project”) as required by the City in order to complete the work to a satisfactory conclusion (“Services”). All Engineer Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality.

(4) **FEES.** The City shall pay for the Services actually performed in accordance with the Engineer’s current fee schedule. Services will be charged on a time and material basis or as a cost plus fixed fee with a cost ceiling, whichever the City desires.

(5) **TIMES OF PAYMENTS.** Engineer shall submit monthly itemized statements for Services rendered and for expenses incurred. The City shall pay such statements within thirty (30) days. If the City fails to make any payment in full within thirty (30) days after receipt of Engineer’s statement, the amounts due Engineer will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the City fails to make payments when due or otherwise is in breach of this Agreement, Engineer may suspend performance of Services upon five (5) days’ notice to the City. Engineer shall have no liability whatsoever to the City for any costs or damages as a result of such suspension caused by any breach of the Agreement by the City. Upon cure of breach or payment

in full by the City within thirty (30) days of the date breach occurred or payment is due, Engineer shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for Engineer to resume performance. If the City fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Engineer.

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

(6) **OUTSIDE CONSULTANTS.** The City shall pay for any outside consultants or services required and not included in the Engineer's services. Approval by the City is required prior to employment of outside consultants or services.

(7) **DESIGNATED REPRESENTATIVE.** In all matters, the Engineer shall be directed by and deal with the City Administrator or their designee.

(8) **TERMINATION.** This Agreement may be terminated by either party. This Agreement may be terminated without cause by the City with thirty (30) days written notice to the Engineer, and terminated by the Engineer with sixty (60) days' notice to the City. If this Agreement is terminated by either party, Engineer will be paid for Services rendered and for expenses incurred up to and including the date of termination.

(9) **RIGHT OF ENTRY.** The City shall provide Engineer adequate and timely access to all property reasonably necessary to the performance of Engineer and its subconsultant's services.

(10) **MEDIATION BEFORE LITIGATION.** Any and all disputes arising out of or related to the Agreement, except for the payment of Engineer's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the Parties mutually agree otherwise. The City further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. Mediation costs shall be shared between the City and the Engineer. If a dispute relates to, or is the subject of a lien arising out of Engineer's Services, Engineer or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

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

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

(13) EXTENT OF AGREEMENT. In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. The City shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of Engineer when entering into its agreement with the City.

This Agreement represents the entire and integrated agreement between the City and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both the City and Engineer. In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

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

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

(15) CONTROLLING LAW, JURISDICTION AND VENUE. This Agreement shall be interpreted and enforced in and according to the laws of the state of Washington. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state of Washington and subject to the exclusive jurisdiction thereof.

DATED in Newport, Washington, this 2nd day of March, 2026.

CITY OF NEWPORT

JAMES A. SEWELL & ASSOCIATES, LLC

Keith Campbell, Mayor



By: Kevin A. Koesel
Title: Member

ATTEST:

Nickole North, City Clerk/Treasurer



By: Kathy A. Burgess
Title: Member

ORDINANCE NO. 2147

AN ORDINANCE OF THE CITY OF NEWPORT, PEND OREILLE COUNTY, WASHINGTON, RELATING TO THE CITY'S PLANNING COMMISSION, AMENDING NEWPORT MUNICIPAL CODE SECTION 2.16.010, SECTION 2.16.020 & SECTION 2.16.040 AND ORDINANCE NO. 2018 (2015) AND ORDINANCE NO. 2098 (2022), AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

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; and

WHEREAS, the City Council of the City (the "Council") wishes to amend its Planning Commission provisions in the Newport Municipal Code to provide for current and future terms of each Planning Commissioner position; clarify requirements for appointment/reappointment; annually elect a Chair and Vice-Chair; update the filling of offices within the Commission; institute a procedure of how to run the meeting in the absence of the Chair/Vice-Chair should there be a quorum.

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

Section 1. Amending Section 2.16.010, Section 2.16.020 And Section 2.16.040 NMC. Section 2.16.010, Section 2.16.020 and Section 2.16.040 of the Newport Municipal Code are hereby amended as follows:

2.16.010 Created.

Pursuant to the authority conferred by Chapter 35A.63 RCW, there is created a city planning commission, consisting of five members. All members of the planning commission shall be appointed by the mayor and confirmed by the city council. **Anyone seeking appointment or reappointment to the planning commission shall fill out a new application for review by the mayor.** (Ord. 2018 § 2, 2015)

2.16.020 Term of office.

The term of office for various positions will expire as set forth below, and new or reappointments to these positions shall be for a **six-year term**:

Position 1 expires January 2, 2030;

Position 2 expires January 2, 2029;

Position 3 expires January 2, 2028;

Position 4 expires January 2, 2027;

Position 5 expires January 2, 2031.

Term expiration dates past the dates listed above shall continue to occur on January 2 on the **sixth annual anniversary** of when the immediately preceding term expired. (Ord. 2098 § 1, 2022; Ord. 2018 § 2, 2015)

2.16.040 Organization.

The planning commission shall organize and elect **annually** from its members a chair, who shall preside at all meetings of the commission, and a vice-chair, who shall preside in the chair's absence. **The commission shall have a staff member of the city to act as secretary.** The planning commission may adopt rules of procedure for the conduct of meetings and other functions delegated to the planning commission by the city council; provided, that the rules of procedure adopted are in accordance with state law and city ordinances. A majority of the membership of the planning commission, not less than three, shall constitute a quorum for the transaction of business. **In the event that the chair or vice-chair are absent and there is a quorum, the commissioners present may appoint one member to run the meeting to conduct business in their absence.** (Ord. 2018 § 2, 2015)

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 be effective from and after its adoption and five (5) days after its publication in the official newspaper of the City.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NEWPORT, WASHINGTON this 2nd day of March, 2026.

CITY OF NEWPORT, WASHINGTON

Mayor Keith Campbell

ATTEST:

City Clerk/Treasurer Nickole North

APPROVED AS TO FORM:

City Attorney Megan Clark

**Published in the Newport Miner on March 11, 2026.

Interlocal Agreement Between
Pend Oreille County and The City of Newport
For Information and Technology Systems Services

This Agreement is made and entered into between The City of Newport (hereafter "City"), a municipal corporation, and Pend Oreille County (hereafter "County"), a political subdivision, both of the State of Washington. The parties may be referred to individually as Party, or together as Parties.

WHEREAS, the City and County enter into this agreement pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, that allows governmental units to enter into agreements that provide for the efficient use of their powers and to cooperate with each other in providing services;

WHEREAS, the City seeks technical support and services related to Information Technology (IT) and Geographic Information Systems (GIS) and the County has the institutional capacity and the employees with the technical and professional expertise to provide such support and services;

WHEREAS, the City and County find working cooperatively on providing and receiving such support and services desirable so that each may aid and benefit each other in efficiently serving the public.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this agreement, the City and County agree as follows:

1. **PURPOSE**: The purpose of this Agreement is to authorize County to provide professional services to the City that relate to the technical support needs of the City's IT and GIS systems and set forth the terms of County's reimbursement for the same.
2. **ADMINISTRATION - NO SEPARATE ENTITY**: No new or separate legal or administrative entity is created to administer the provisions of the Agreement or any addendum. The Parties shall jointly administer this Agreement through the County's director of Information Technology Services and The City's Administrator or designee.
3. **SCOPE OF WORK**: County agrees to provide the City with IT and GIS support services pertaining to mapping, analysis, data collection, spatial data manipulation, information technology services, and other items of a similar nature.

This agreement does not obligate the County to perform services until County accepts a service request from the City. The City authorizes County to exercise its sole and absolute discretion in accepting or rejecting any service request from the City. The City shall make service requests using

the County's established processes, that may include phone or web-based ticketing.

DATA BACKUP AND RISK OF LOSS: The City agrees it is their responsibility to keep back-up copies of its data and assumes the risk of loss for the same. County shall facilitate use of a third-party backup system at the City's request. The City shall not hold County liable for data loss arising out of corruption, erasure, theft, destruction, alteration, or inadvertent disclosure of data, information, or content, transmitted, received, or stored on the City's systems and network whether or not the occurrence of loss arose out of services rendered by County except when the occurrence of loss arises out of County's willful and intentional negligence. The City agrees that it will not hold county liable for any indirect, incidental, special, consequential, or punitive damages whatsoever including damages for loss of profits, revenue, business, and data.

4. **EFFECTIVE DATE:** This Agreement shall become effective after adoption of the appropriate ordinance or resolution by each Party's respective governing boards and their subsequent execution of this Agreement.
5. **DURATION:** This Agreement shall remain in effect for a one-year period and automatically renew for successive one-year periods thereafter, unless either party terminates the agreement pursuant to paragraph 7.
6. **TERMINATION:** A Party terminating this agreement must provide ninety (90) days advance written notice of the termination by delivering the notice via U.S. Mail to:

Pend Oreille County
P.O. Box 5025
Newport, WA 99156
(509)447-4119

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

Notice is deemed received three (3) business days after a notice addressed to the Party's address above is posted in the mail.

7. **PROPERTY UPON TERMINATION:** The Parties are separately responsible for acquiring and holding real or personal property that the Party deems necessary to carry out its obligations imposed by this Agreement. In the event that joint property is acquired by the Parties, distribution of the property shall occur in proportion to the Party's monetary contribution to purchase the property. Any property acquired solely by a Party during, or

pursuant to, this Agreement shall remain the property of the acquiring Party upon termination. The Parties shall not engage in joint financing to satisfy their obligations under this Agreement.

8. BILLING AND PAYMENT: The City agrees to pay County on a cost for service basis at an hourly rate to be evaluated annually and defined in Appendix A attached hereto and to be billed the same month as the services are rendered. The burdened hourly rate identified in Appendix A includes salary and overhead costs such as payroll taxes, insurance, and benefits as well as prorated costs for hardware, software, and network use, and taxes and fees as defined in Engrossed Substitute Senate Bill 5814. The County will provide the City with an updated Appendix A by the end of the first quarter of the new year or before services are rendered for that year.

County agrees to provide the City with an itemized bill listing all services rendered and costs incurred in the previous month on or before the tenth of the month. The City agrees to pay County within twenty (20) days of receipt of such itemized bill. County shall bill at the rate above and at increments of one quarter of an hour (i.e. 15 minute increments), with a minimum charge for service of half an hour.

County shall bill for mileage between the GIS office and the City's facilities at the IRS rate for mileage that is in place at the time the travel occurred.

9. INDEPENDENT CONTRACTOR: The City agrees that County is providing services pursuant to this Agreement as an independent contractor. Each Party's employees who engage in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered employees or agents of the other Party for any purpose.
10. PUBLIC DISCLOSURE: The Parties are bound by the Public Records Act, Chapter 45.26 RCW. The Parties shall process requests for public information as follows: In the event one Party receives a public records request for records clearly belonging to the other Party, within five days of receiving such a request and prior to providing any materials to the requestor, the Party receiving the request shall notify the other Party of such request for records. Each Party shall make attempts to provide the other Party with adequate time to seek a protective order under applicable law. In the event a Party does not seek a protective order within fourteen (14) days of receiving a request, any records requested, except those records that are exempt from disclosure based upon some other provision of law, may be released by a Party.

11. FILING OF AGREEMENT: The Parties shall file this Agreement and any amendments with the Pend Oreille County Auditor, or in the alternative,

place the Agreement and any amendments on the Party's websites as required by RCW 39.34.040.

12. DISPUTE RESOLUTION: Resolution of any dispute involving or arising out of this Agreement shall occur through a majority vote of a three-member dispute resolution board. Each Party shall appoint a member to the dispute resolution board. The two appointed members shall elect a third member that is unaffiliated with either Party. Each Party shall split equally the costs of the third board member and bear their own fees and costs. The three-member board shall conduct an informal and unrecorded dispute resolution hearing. An attempt at such dispute resolution in compliance with aforesaid process is a prerequisite to filing any litigation resulting or arising from this Agreement.
13. GOVERNING LAW, VENUE, AND FEES: The Parties agree that the laws of the State of Washington shall govern any matter relating to this Agreement. The Parties further agree that the Superior Court of Pend Oreille County is the sole venue for any action or proceedings to enforce any right or obligation under this Agreement. Each Party shall bear its own attorney's fees, witness fees, and costs in such an action.
14. HOLD HARMLESS AND INDEMNIFICATION: Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority. Each Party shall hold harmless, and indemnify the other Party and its officers, employees, agents, and representatives against any and all loss, liability, damage, or expense, including any direct, indirect, or consequential loss, liability, damage, or expense, but not including attorneys' fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with reckless, or negligent conduct. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its willful misconduct.

The waivers in this paragraph were mutually negotiated by the Parties, and this entire paragraph shall survive the expiration or termination of this Agreement.

15. FORCE MAJURE: No Party is liable for any failure of, or delay in, performance under this Agreement due to circumstances beyond a Party's reasonable control, including: acts of nature; acts of war; labor disruption; pandemic or epidemic; acts, omissions, or defaults of third parties; and official, governmental, or judicial action that is not the fault of the Party failing or delaying performance.

16. COUNTERPARTS: The Parties may execute this Agreement in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

17. AGREEMENT ALTERATIONS AND AMENDMENTS: The Parties may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

18. ENTIRE AGREEMENT: This Agreement supersedes all prior written and verbal agreements. It contains all the terms and conditions agreed upon by the parties.

19. SEVERABILITY: Should a court determine that any provision of this Agreement is unenforceable, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions.

20. REPRESENTATIVES: The Parties Hereby appoint the following individuals as their respective representatives for administering the terms of this Agreement:

COUNTY: ITS Director
THE CITY: City Administrator

21. RCW 39.34 REQUIRED CLAUSES: Purpose; paragraph 1. Duration; paragraph 6. Organization/No Separate Entity; paragraph 2. Financing; paragraph 9. Termination; paragraph 7. Administrators/representatives; paragraph 21. Property upon Termination; paragraph 8. Filing Agreement; paragraph 12.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated in their signature blocks, with the effective date being the date of the last signatory.

[SIGNATURES AND ATTESTATIONS FOLLOW ON THE NEXT PAGE]

CITY OF NEWPORT	BOARD OF COUNTY COMMISSIONERS PEND OREILLE COUNTY, WASHINGTON
<p>_____ Abby Gribi, City Administrator Date _____</p> <p>_____ Keith Campbell, Mayor Date _____</p>	<p>_____ Brian Smiley, Chair Date _____</p> <p>_____ Robert Rosencrantz, Vice Chair Date _____</p> <p>_____ John Gentle Date _____</p>
<p>ATTEST:</p> <p>_____ City Administrator Date _____</p>	<p>ATTEST:</p> <p>_____ Clerk of the Board Date _____</p>
	<p>Approved as to form only:</p> <p>_____ Prosecuting Attorney Date _____</p>

Appendix A
Summary of Costs

Service	2025 Annual Rate
GIS Support	\$117/hr
IT Support	\$115/hr

Hourly service fees are based on a prorated hourly fee for software, hardware, and IT infrastructure usage costs, the annually calculated burdened hourly wage rate based on the wages for the senior most employee, and any applicable taxes and fees as outlined in Engrossed Substitute Senate Bill 5814.

CITY OF NEWPORT
VOUCHER REPORT

DATE: March 2, 2026 (First 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 67386-67401 \$55,963.59

EFT 2026 March 1st Mtg: 1-2 \$1,623.54

Direct Pay 2026 March 1st Mtg: 1-2 \$4,701.50

Grand Total of all Claims \$62,288.63

Deputy City Clerk/Treasurer: *T. Hansen 2/24/26*

Register

Fiscal: 2026
 Deposit Period: 2026 - March
 Check Period: 2026 - March - 1st Council Meeting

Number	Name	Print Date	Clearing Date	Amount
Mountain West	51040005632			
Check	Canon Solutions America	3/2/2026		\$611.73
67386	Code Publishing Company	3/2/2026		\$164.50
67387	E & L Service	3/2/2026		\$1,103.56
67388	Excess Inc	3/2/2026		\$161.80
67389	FedEx	3/2/2026		\$30.40
67390	IBS, Inc	3/2/2026		\$514.99
67391	Motorola Solutions, Inc.	3/2/2026		\$3,160.10
67392	Newport Hospital & Health Services	3/2/2026		\$142.35
67393	Newport Miner	3/2/2026		\$167.76
67394	Newport Towing	3/2/2026		\$269.25
67395	Northwest Industrial Services LLC	3/2/2026		\$43,080.00
67396	PO CO Auditor	3/2/2026		\$3,693.14
67397	PO CO Counseling Services	3/2/2026		\$64.51
67398	PO CO Treasurer	3/2/2026		\$188.00
67399	Washington State Dept of Ecology	3/2/2026		\$2,336.50
67400	Washington Wildlife & Recreation	3/2/2026		\$275.00
67401	Kimley-Horn and Associates, Inc. - DIRECT PAY	3/2/2026		\$3,540.00
<u>Direct Pay 2026 March 1st Mtg -1</u>				
	SCJ Alliance - DIRECT PAY	3/2/2026		\$1,161.50
<u>Direct Pay 2026 March 1st Mtg -2</u>				
	LocalTel Communication - AUTOPAY	3/2/2026		\$566.44
<u>EFT 2026 March 1st Mtg -1</u>				
	Vimly Benefit Solutions, Inc. - EFT	3/2/2026		\$1,057.10
<u>EFT 2026 March 1st Mtg -2</u>				
	Total		Check	\$62,288.63
	Total		51040005632	\$62,288.63
	Grand Total			\$62,288.63

Vendor	Number	Reference	Account Number	Description	Amount	
E & L Service	67388	Invoice - 02092026	2026 - March - 1st Council Meeting	001-000-000-521-20-48-00	Repair & Maintenance	\$1,103.56
					SRO Expenses	
					Brakes, air filter, sensors	
		Total Invoice - 02092026			\$1,103.56	
		Total 67388			\$1,103.56	
		Total E & L Service			\$1,103.56	
Excess Inc	67389	Invoice - 285	2026 - March - 1st Council Meeting	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 - 285			\$161.80	
		Total 67389			\$161.80	
		Total Excess Inc			\$161.80	
FedEx	67390	Invoice - 9-167-04553	2026 - March - 1st Council Meeting	001-000-000-521-20-42-00	Communications	\$30.40
					Shipping evidence	
		Total Invoice - 9-167-04553			\$30.40	
		Total 67390			\$30.40	
		Total FedEx			\$30.40	
IBS, Inc	67391	Invoice - 897180-2	2026 - March - 1st Council Meeting	001-000-000-576-80-31-00	Operating Supplies	\$7.83
				101-000-000-543-30-31-00	Operating Supplies	\$7.83
				410-000-000-534-34-31-00	Office & Operating Supplies	\$23.49
		Total Invoice - 897180-2			\$39.15	
		Invoice - 897457-1			\$80.78	
		Total Invoice - 897457-1			\$80.78	
		Total Invoice - 897457-1			\$80.78	
		Invoice - 898078-1			\$80.79	
		Total Invoice - 898078-1			\$242.35	
		Total Invoice - 898078-1			\$242.35	
		Total Invoice - 898078-1			\$242.35	
		Total Invoice - 898078-1			\$46.22	
		Total Invoice - 898078-1			\$46.22	
		Total Invoice - 898078-1			\$46.23	
		Total Invoice - 898078-1			\$138.67	

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 898078-2			
			001-000-000-576-80-31-00	Operating Supplies	\$36.82
			101-000-000-543-30-31-00	Operating Supplies	\$36.83
			410-000-000-534-34-31-00	Office & Operating Supplies	\$36.83
		Total Invoice - 898078-2			\$110.48
Total IBS, Inc	67391				\$514.99
		Kimley-Horn and Associates, Inc. - DIRECT PAY			
		Direct Pay 2026 March 1st Mtg - 2			
				2026 - March - 1st Council Meeting	
		Invoice - 34858336	001-000-000-558-50-41-00	Professional Services	\$3,540.00
			General Planning		
		Total Invoice - 34858336			\$3,540.00
		Total Direct Pay 2026 March 1st Mtg - 2			\$3,540.00
Total Kimley-Horn and Associates, Inc. - DIRECT PAY					\$3,540.00
		LocalTel Communication - AUTOPAY			
		EFT 2026 March 1st Mtg - 1			
				2026 - March - 1st Council Meeting	
		2/2/2026 LocalTel Statement			
			001-000-000-514-20-42-00	Communications	\$23.75
			Internet		
			001-000-000-521-20-42-00	Communications	\$90.00
			001-000-000-576-30-42-00	RV Park Communications	\$89.95
			RV Park		
			001-000-000-576-80-42-00	Communications	\$33.59
			101-000-000-543-30-42-00	Communications	\$57.34
			410-000-000-534-34-42-00	Communications	\$147.29
			411-000-100-535-35-42-00	Communications	\$124.52
		Total 2/2/2026 LocalTel Statement			\$566.44
		Total EFT 2026 March 1st Mtg - 1			\$566.44
Total LocalTel Communication - AUTOPAY					\$566.44
		Motorola Solutions, Inc.			
		67392			
				2026 - March - 1st Council Meeting	
		Invoice - 8230555304	001-000-000-521-20-31-00	Office & Operating Supplies	\$3,160.10
			Body Camneras/software		
		Total Invoice - 8230555304			\$3,160.10
Total Motorola Solutions, Inc.	67392				\$3,160.10
		Newport Hospital & Health Services			
		67393			
				2026 - March - 1st Council Meeting	
		12/2025 Prisoner ER bills			
			001-000-000-523-60-41-01	Prisoner Medical Costs	\$118.61

Vendor Number	Reference	Account Number	Description	Amount
	Total 12/2025 Prisoner ER bills	001-000-000-523-60-41-01	Prisoner Medical Costs	\$23.74
				\$142.35
				\$142.35
				\$142.35
Total Newport Hospital & Health Services				
Newport Miner				
67394				
	Invoice - 17080	2026 - March - 1st Council Meeting		
		001-000-000-521-20-41-01	Advertising	\$167.76
			Dog license ad	
	Total Invoice - 17080			\$167.76
Total Newport Miner				\$167.76
67394				
	Invoice - 16474	2026 - March - 1st Council Meeting		
		001-000-000-521-20-41-00	Professional Services	\$269.25
			Case 26-NP0299	
	Total Invoice - 16474			\$269.25
Total Newport Towing				\$269.25
67395				
	Invoice - A48384	2026 - March - 1st Council Meeting		
		411-000-100-594-35-60-02	Cap Outlay - Sewer	\$43,080.00
			Dump Trailer	
	Total Invoice - A48384			\$43,080.00
Total Northwest Industrial Services LLC				\$43,080.00
67396				
	Invoice - 75860	2026 - March - 1st Council Meeting		
		410-000-000-534-34-41-00	Professional Services	\$9.00
			Lien Release Acct 2569.0	
	Total Invoice - 75860			\$9.00
Total PO CO Auditor				\$9.00
67397				
	2025 General Election expense	2026 - March - 1st Council Meeting		
		001-000-000-514-40-41-00	Election Services	\$3,675.14
	Total 2025 General Election expense			\$3,675.14
	Invoice - 75860			\$9.00

Vendor Number	Reference	Account Number	Description	Amount
Total 67397		411-000-100-535-35-41-04	Professional Services	\$9.00
Total PO CO Auditor				\$18.00
				\$3,693.14
				\$3,693.14
PO CO Counseling Services				
67398				
		2026 - March - 1st Council Meeting		
		January 2026 Liquor excise tax		\$64.51
		001-000-000-566-20-41-00	2% Alcohol - Mental Health	\$64.51
		Total January 2026 Liquor excise tax		\$64.51
Total PO CO Counseling Services				\$64.51
67399				
PO CO Treasurer				
		2026 - March - 1st Council Meeting		
		2026 Property Taxes -Fire Patrol		\$23.50
		001-000-000-576-80-46-00	Liability Insurance	\$164.50
		410-000-000-534-34-46-00	Liability Insurance	\$188.00
		Total 2026 Property Taxes -Fire Patrol		\$188.00
Total PO CO Treasurer				\$188.00
67399				
SCJ Alliance - DIRECT PAY				
		2026 - March - 1st Council Meeting		
		Direct Pay 2026 March 1st Mtg - 3		\$1,161.50
		Invoice - 84076	DWSRF Water Tank Rehab	\$1,161.50
			DWSRF Water Tank Rehab	\$1,161.50
Total SCJ Alliance - DIRECT PAY				\$1,161.50
67399				
Vimly Benefit Solutions, Inc. - EFT				
		2026 - March - 1st Council Meeting		
		EFT 2026 March 1st Mtg - 2		\$1,057.10
		March 2026 LEOFF1	Leoff I Med Insur/LifeFlight	\$1,057.10
				\$1,057.10
		Total March 2026 LEOFF1		\$1,057.10
Total Vimly Benefit Solutions, Inc. - EFT				\$1,057.10

Vendor Number	Reference	Account Number	Description	Amount
Washington State Dept of Ecology 67400				
	Invoice - 26-WA0022322B-1		2026 - March - 1st Council Meeting	
		411-000-100-535-35-49-04	DOE Permits	\$2,336.50
			Fiscal Year 7/1/25-6/30/26	
	Total Invoice - 26-WA0022322B-1			\$2,336.50
Total Washington State Dept of Ecology 67400				\$2,336.50
Washington Wildlife & Recreation 67401				
	Invoice - WWRC2026		2026 - March - 1st Council Meeting	
		001-000-000-513-10-49-00	Miscellaneous Expenditures	\$275.00
			Annual membership	\$275.00
	Total Invoice - WWRC2026			\$275.00
Total Washington Wildlife & Recreation 67401				\$275.00
Grand Total			Vendor Count	\$62,288.63
			20	

CITY OF NEWPORT
PAYROLL CHECK REGISTER
PAYDAY: February 25th, 2026

We, the undersigned Council of the City of Newport, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that EFT Payment PR 2026 Feb 2nd 1 through 9, as well as the Direct Deposit run 2/18/2026 for employees are approved for payment in the amount of \$91,769.81 this 2nd day of March 2026.

Councilmember _____

Councilmember _____

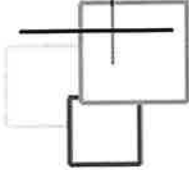
Councilmember _____

Councilmember _____

Councilmember _____

City Deputy Clerk/Treasurer 7. Hansen 2/18/2026

Register



Number	Name	Fiscal Description	Cleared	Amount
Direct Deposit Run - 2/18/2026	Payroll Vendor	2026 - February - 2nd Council Meeting		\$43,382.18
EFT PR 2026 Feb 2nd - 1	Dept of Labor & Industry	2026 - February - 2nd Council Meeting		\$5,254.90
EFT PR 2026 Feb 2nd - 2	Dept of Retirement - Def Comp	2026 - February - 2nd Council Meeting		\$1,002.50
EFT PR 2026 Feb 2nd - 3	Dept of Retirement Systems	2026 - February - 2nd Council Meeting		\$6,954.44
EFT PR 2026 Feb 2nd - 4	EFTPS	2026 - February - 2nd Council Meeting		\$13,348.78
EFT PR 2026 Feb 2nd - 5	Employment Security	2026 - February - 2nd Council Meeting		\$116.44
EFT PR 2026 Feb 2nd - 6	Employment Security - LTC	2026 - February - 2nd Council Meeting		\$268.28
EFT PR 2026 Feb 2nd - 7	Employment Security - PMFL	2026 - February - 2nd Council Meeting		\$391.56
EFT PR 2026 Feb 2nd - 8	Idaho State Tax	2026 - February - 2nd Council Meeting		\$924.00
EFT PR 2026 Feb 2nd - 9	Vimly Benefit Solutions, Inc. - EFT	2026 - February - 2nd Council Meeting		\$20,126.73
				\$91,769.81