

NEWPORT CITY COUNCIL AGENDA

June 1, 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 governs 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 twenty-four (24) hours prior to the meeting.

YOUR ELECTED OFFICIALS

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

CALL TO ORDER

ROLL CALL
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA & 05/18/2026 COUNCIL MEETING MINUTES

MAYOR & COUNCIL COMMENTS:

AUDIENCE PARTICIPATION:

CITY ADMINISTRATOR COMMENTS:

OLD BUSINESS:

NEW BUSINESS:

Greater Newport Area Chamber of Commerce Update – Madi Campbell, President

Motion to approve TIB Grant Agreement 2E-892(011)-11-1 – Abby Gribi

Motion to approve Accounting Clerk Job Description – Abby Gribi

Motion to approve Public Works Board Pre-Construction Funding Agreement PR26-96410-016 – Abby Gribi

BILLS & PAYROLL:

CLAIMS CHECKS 67532-67545	\$13,402.32
CLAIMS EFT 2026 June 1 st Mtg: 1-5	\$8,682.14
CLAIMS DIR PAY 2026 Jun 1st Mtg:1	\$1,750.00
PAYROLL EFT PR 2026 June 1 st 1-10; Dir Deposit Run 05/19/2026	\$87,055.01

ADJOURNMENT:

MINUTES OF THE NEWPORT CITY COUNCIL MEETING ON MAY 18, 2026

A meeting of the Newport City Council was held on May 18, 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
	Theresa Schoener	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 May 4, 2026, Council Meeting; Councilmember Longly seconded. Motion carried.

MAYOR AND COUNCIL COMMENTS:

Mayor Campbell commented on the successful yard waste cleanup day.

Councilmember Zorica addressed a complaint that he received regarding the Rodeo Grounds parking heavy equipment for their project in front of the baseball fields, restricting public parking.

Councilmember Zorica requested that the City keeps him informed when talking with WSDOT regarding reversing the couplet. A workshop providing data was suggested.

Councilmember Weathers addressed a complaint on Thomas Lane regarding clogged storm drains.

Councilmember Weathers discussed an issue at the Hospitality House, feeding the homeless and then having to lock them out afterwards.

Councilmember Longly thanked the City for sweeping the streets and suggested sweeping farther onto the side of the road on 4th Street.

AUDIENCE PARTICIPATION:

Brandy Warren, residing 534 W 3rd, representing the Business Advisory Committee, asked the City to partner with them regarding reversing the couplet back to a two-way street to promote a stronger downtown.

Rachel Bright spoke about being evicted from Golden Spur.

CITY ADMINISTRATOR COMMENTS:

Administrator Gribi reported meeting with Carole Richardson, the new Public Works Director for the County.

Administrator Gribi, Wastewater Superintendent and one of the City's Maintenance Workers will be attending a Transportation Board training next week in Colville.

One of the City employees will be attending a training course next week on playground safety.

Administrator Gribi discussed the interviews for the Temporary Maintenance Worker positions that were completed last week.

The Newport Highschool Senior parade is scheduled for June 5th at 3:30pm this year.

Administrator Gribi talked about receiving a letter from Commerce reducing the funding for the Comprehensive Plan Grant.

OLD BUSINESS:

NEW BUSINESS:

Ray Hason requested assistance with Hotel/Motel Tax approval and requested a variance for the noise ordinance during Rodeo weekend. He thanked the City employees for their help.

Councilmember Sears moved to approve the noise variance for Rodeo weekend, the Hotel/Motel Tax for the Rodeo June 25-27, 2026, and the Hotel/Motel Tax for the Rough Stock Rodeo, August 1, 2026. Councilmember Spring seconded. Motion Carried.

Councilmember Zorica moved to approve Resolution 20260518 declaring certain property owned by the City to be excess and surplus, with exception of speaking to the school about donating the tools for the students to use for educational purposes. Councilmember Longly seconded. Motion Carried.

Councilmember Weathers made a motion to approve the employment agreement with Theresa Schoener, as City Clerk/Treasurer for the City of Newport. Councilmember Spring seconded. Motion carried.

BILLS & PAYROLL:

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

CLAIMS CHECKS 67499-67509; 67511-67519; 67521-67530	\$172,068.00
CLAIMS EFT 2026 May 2 nd Mtg: 1-21	\$91,270.93
CLAIMS DIR PAY 2026 May 2 nd Mtg: 1-7	\$8,343.75
PAYROLL EFT PR 2026 May 1 st 1-10A; Dir Deposit Run 05/04/2026	\$86,249.30

ADJOURNMENT:

The meeting was adjourned at 6:36 PM.

Attest: _____
Theresa Schoener
Deputy Clerk/Treasurer

By: _____
Keith Campbell
Mayor



City of Newport
2-E-892(011)-1
2027 Chip Seal
Citywide

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Newport
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2027 Chip Seal, Citywide (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Newport, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 95.0000 percent of approved eligible project costs up to the amount of \$266,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT FUNDING PARTNERS

The RECIPIENT anticipates receiving additional funding from the following funding partners, in the following amounts. However, in no event shall any non-party to this Agreement, even if referenced as a funding partner below, be considered a third party beneficiary to this Agreement.

Funding Partners	Amount	Revised Funding
NEWPORT	14,000	
WSDOT	0	



TOTAL LOCAL FUNDS		14,000

4.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT’s submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Bid Authorization Form with plans and engineers estimate
- b) Award Updated Cost Estimate
- c) Bid Tabulations
- d) Contract Completion Updated Cost Estimate with final summary of quantities
- e) Project Accounting History

5.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

6.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

7.0 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 persons authorized to bind each of the Parties.

8.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT’s other rights under this Agreement.



9.0 GOVERNANCE & VENUE

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

10.0 DEFAULT AND TERMINATION

10.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

10.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

10.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 10.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.



10.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

11.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 10. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

12.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

13.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

14.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the



other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

15.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

16.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

17.0 RECORDS MAINTENANCE

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

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



Washington State Transportation Improvement Board
Grant Agreement

2-E-892(011)-1

Approved as to Form
Attorney General

By:

Signature on file

Albert H. Wang
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name

City of Newport Job Description

Job Title: Accounting Clerk
Department: Finance
Reports To: Clerk / Treasurer
FLSA Status: Non-Exempt
Salary Range: \$4,946.00-\$5,587.00
Revised Date: May 27, 2026

SUMMARY:

This position is responsible for utility billing, accounts receivable, receptionist and permitting functions. The Accounting Clerk keeps accounting records and compiles information requested by customers and/or others by performing the following duties:

- Primarily responsible for all duties related to utility accounts including establishing new accounts, billing, processing payments, collection, preparing for meter reading, auditing meter readings, researching accounts, creating service orders and door notices for disconnects, maintaining accurate account, property, and meter data in utility billing software.
- Greet customers and visitors to City Hall, and respond to questions, receive payments, provide forms and applications, and direct to other departments and City staff as necessary.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints on the phone or in person.
- Verifies the daily deposit and takes deposits to the bank.
- Prepare, process and follow up on accounts receivable invoices for all departments of the City.
- Serves as the primary accounts receivable clerk, receipting in all payments made to the City.
- Prepares and submits monthly well reports to Department of Health as well as assists with annual reports sent to state agencies as required.
- Keeps records and prepares annual reminder letters for the Backflow Prevention Devices as directed by Washington State Law.
- Receives and processes temporary business permits.
- Responsible for City Park rental reservations including receiving and processing rental applications, collecting payment and deposits, maintains reservation calendar, processes refunds.

LANGUAGE SKILLS:

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY:

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee frequently is required to use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stand, walk, climb or balance; and stoop, kneel, crouch, or crawl. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required for this job include close vision, distance vision, color vision, peripheral vision, and ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts. The noise level in the work environment is usually moderate.

Equal Opportunity Employer (EEO) Statement

The City is an equal opportunity employer and values diversity at all levels of the organization. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability status, protected veteran status, or any other characteristic protected by applicable federal, state, or local laws.

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AGREEMENT FACE SHEET

Agreement Number: PR26-96410-016

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 \$60,000.00	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, 2031
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 the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste/recycling/organics facilities.	
15. Acceptance of Agreement Terms and Conditions The Washington State Public Works Board (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 other documents that are incorporated by reference: Agreement Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification; and the Public Works Board's Traditional Program Policy Handbook, found on the PWB website.			
FOR THE CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Vincent McGowan, PE, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY _____ Signature on File Dawn C. Cortez Assistant Attorney General	

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DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Newport
 Agreement Number: PR26-96410-016

PROJECT INFORMATION

Project Title: Newport Wastewater Treatment Facility Riverbank Stabilization Design
 Project City: Newport
 Project State: Washington
 Project Zip Code: 99157

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount: \$30,000.00
 Loan Term: 5 years
 Interest Rate: 0.53%
 Payment Month: June 1st

GRANT FUNDING:

Grant Amount: \$30,000.00
 % of Funding as Grant: 50%

PROJECT TOTALS:

Total PWB Funding: \$60,000.00
 Total Estimated Cost: \$4,398,000.00
 Earliest Date for Cost Reimbursement: 4/3/2026
 Time of Performance: 24 months from 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 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

This project will design and includes permitting for riverbank stabilization along Pend Oreille River. This effort includes Civil and Geotechnical design and recommendations to stabilize the riverbank adjacent to the current and proposed WWTP improvements. Effort includes permitting coordination with US Army Corp of Engineers.

The project must meet all applicable Local, State, and/or Federal standards.

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TABLE OF CONTENTS

Contents

AGREEMENT FACE SHEET 1
AGREEMENT TERMS AND CONDITIONS..... 1
SECTION 1: SPECIAL TERMS AND CONDITIONS..... 1
1.1 Definitions 1
1.2 Authority 1
1.3 Purpose..... 1
1.4 Order of Precedence 1
1.5 Total Award, Rate and Term of Loan..... 2
1.6 Repayment and Loan Security 2
1.7 Default in Repayment 2
1.8 Recapture 2
1.9 Agreement Suspension 3
1.10 Time of Performance 3
1.11 Eligible Project Costs..... 3
1.12 Reimbursement Procedures and Payment 3
1.13 Historical and Cultural Resources 4
1.14 Competitive Bidding Requirements 5
1.15 Sub-Contractor Data Collection..... 5
1.16 Reports 5
1.17 Certified Project Completion Report and Project Completion Amendment..... 5
1.18 Performance Incentives..... 6
1.19 Termination for Cause 6
1.20 Termination for Convenience..... 6
SECTION 2: GENERAL TERMS AND CONDITIONS..... 7
2.1 DEFINITIONS 7
2.2 ALLOWABLE COSTS..... 7
2.3 ALL WRITINGS CONTAINED HEREIN 7
2.4 AMENDMENTS 7
2.5 APPROVAL 7
2.6 ASSIGNMENT 7
2.7 ATTORNEYS' FEES 7
2.8 AUDIT 8
2.9 CODE REQUIREMENTS 8
2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION 8
2.11 CONFORMANCE 9
2.12 COPYRIGHT PROVISIONS..... 9
2.13 DISALLOWED COSTS 9

2.14 DISPUTES..... 9

2.15 DUPLICATE PAYMENT..... 10

2.16 ETHICS/CONFLICTS OF INTEREST 10

2.17 GOVERNING LAW AND VENUE 10

2.18 INDEMNIFICATION..... 10

2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR 10

2.20 INDUSTRIAL INSURANCE COVERAGE 11

2.21 LAWS..... 11

2.22 LICENSING, ACCREDITATION AND REGISTRATION 11

2.23 LIMITATION OF AUTHORITY 11

2.24 LOCAL PUBLIC TRANSPORTATION COORDINATION 11

2.25 NONCOMPLIANCE WITH DISCRIMINATION LAWS..... 11

2.26 PAY EQUITY..... 11

2.27 POLITICAL ACTIVITIES..... 12

2.28 PREVAILING WAGE LAW..... 12

2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION..... 12

2.30 PUBLICITY 12

2.31 RECAPTURE 12

2.32 RECORDS MANAGEMENT..... 12

2.33 REGISTRATION WITH DEPARTMENT OF REVENUE 13

2.34 RIGHT OF INSPECTION 13

2.35 LOSS OF FUNDING..... 13

2.36 SEVERABILITY 13

2.37 SUBCONTRACTING..... 13

2.38 SURVIVAL 13

2.39 TAXES 14

2.40 TERMINATION FOR CAUSE/SUSPENSION 14

2.41 TERMINATION FOR CONVENIENCE..... 14

2.42 TERMINATION PROCEDURES 14

2.43 TREATMENT OF ASSETS..... 15

2.44 WAIVER..... 15

ATTACHMENT I: ATTORNEY’S CERTIFICATION 16

AGREEMENT TERMS AND CONDITIONS

**PUBLIC WORKS BOARD
PRE-CONSTRUCTION FUNDING PROGRAM**

SECTION 1: 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 Traditional Program Policy Handbook shall mean the handbook found at the PWB Traditional Financing Webpage and available upon request as PDF.

1.2 Authority

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor Public Works Board 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 Washington State Public Works Program. 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, state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

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1.5 Total Award, Rate and Term of Loan

The BOARD shall fund the Contractor a sum not to exceed the **AGREEMENT AMOUNT** shown on the Agreement Face Sheet, which shall be the sum of the **LOAN AMOUNT** and the **GRANT AMOUNT** shown on the Agreement Declarations Page, to complete the **SCOPE OF WORK**.

If the Contractor is awarded a loan, 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** in years, with the final payment due by the **AGREEMENT END DATE** as shown on the Agreement Face Sheet.

If the Contractor is awarded a grant, 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.

1.6 Repayment and Loan Security

If the Agreement includes loan funding, loan 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.

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

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 Agreement Face Sheet, 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 an electronic funds transfer, a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.7 Default in Repayment

If the funding under this Agreement constitutes a loan, repayments shall be made on the loan in accordance with Section 1.6 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 of the Project Completion Amendment is executed, as provided for in Section 1.17.

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.

1.8 Recapture

In addition to the recapture provisions in Section 2.31, 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, including attorney's fees.

1.9 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.

1.10 Time of Performance

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

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 of any loan provided under this Agreement, regardless of actual project completion, unless terminated sooner as provided herein.

1.11 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 **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.

1.12 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 Contractor shall submit all Invoice Vouchers ("A-19s" or "A19's") and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum funding amount under this Agreement, as identified in Section 1.11. When requesting reimbursement for costs incurred, 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.

Requests for reimbursements for costs related to **ground-disturbing or land acquisition** activities will not be accepted until the Contractor provides proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.13.

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 by means of electronic funds transfer or 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.

In no event shall the total Public Works funding exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs, other funding, 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 Certified Project Completion Report 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, prior to the execution of the Project Completion Amendment.

1.13 Historical and Cultural Resources

Prior to approval and disbursement of any funds awarded under this Agreement related to any land acquisition, demolition, construction, or other ground-disturbing activities, 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 the following laws and regulations:

- 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
- 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. The Contractor shall not proceed with any land acquisition, demolition, construction, or other ground-disturbing activities until the BOARD certifies completion of Governor's Executive Order 21-02 or adopts the completion of the requirements of Section 106 of the National Historic Preservation Act.

In the event that the Contractor finds it necessary to amend the **SCOPE OF WORK** of the 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.

1.14 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 Public Works Program.

1.15 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.

1.16 Reports

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD's Traditional Program Policy Handbook;
- B. Quarterly Reports;
- C. Certified Project Completion Report at project completion as described in Section 1.17;
- D. Other reports as the BOARD may require.

1.17 Certified Project Completion Report and Project Completion Amendment

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete as defined by the BOARD's Project Completion and Holdback Policy. 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.

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 total funding 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.

1.18 Performance Incentives

The Contractor may receive up to a 0.10% reduction in their interest rate if:

- The Contractor's first draw from the funds is within six (6) months of the date of Agreement execution,

AND

- The Contractor draws funds approximately monthly after the first draw until the Contractor reaches 5% of the total funding amount remaining.

Upon verification of eligibility, the Agreement shall be modified to note the appropriate change and no further adjustment to the Agreement for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the loan interest rate be less than 0.25%.

The calculation of any interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion Amendment is executed.

1.19 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 2.40 Termination for Cause/Suspension.

1.20 Termination for Convenience

Notwithstanding anything in Section 2.41 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.

SECTION 2: 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 Award 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 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.

2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

- All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
- All material produced by the Contractor that is designated as "confidential" by the BOARD; and
- All personal information in the possession of the Contractor that may not be disclosed under state or federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Public Record Act, RCW 42.56.

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.

2.11 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.

2.12 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.

2.13 DISALLOWED COSTS

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

2.14 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;
- provide a copy of all relevant documents or other evidence to be considered;
- 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, and provide a copy of all relevant documents or other evidence to be considered, 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.

2.15 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.

2.16 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.

2.17 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.

2.18 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, BOARD, 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.

2.19 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

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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.

2.20 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.

2.21 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.

2.22 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.

2.23 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.

2.24 LOCAL PUBLIC TRANSPORTATION COORDINATION

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

2.25 NONCOMPLIANCE WITH DISCRIMINATION 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 Section 2.14 Disputes.

2.26 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:

- a. 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.
- b. 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.
- c. 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.

2.27 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW 42.17A.

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

2.28 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 BOARDS review upon request.

2.29 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.

2.30 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 name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.31 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 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 contract.

2.32 RECORDS MANAGEMENT

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.

2.33 REGISTRATION WITH DEPARTMENT OF REVENUE

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

2.34 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.

2.35 LOSS OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement 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.

2.36 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.

2.37 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.

2.38 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.

DRAFT**2.39 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, other than sales taxes owed for goods or services provided for this Agreement, or its staff shall be the sole responsibility of the Contractor.

2.40 TERMINATION FOR CAUSE/SUSPENSION

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.

2.41 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement the BOARD may, with ten (10) business days written notice, beginning on the second day after the notice is sent, 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.

2.42 TERMINATION PROCEDURES

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

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 contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.43 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 contract, shall pass to and vest in the Contractor.

2.44 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.

CITY OF NEWPORT
PAYROLL CHECK REGISTER
PAYDAY: May 22, 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 May 2nd 1 through 10, as well as the Direct Deposit run 5/19/2026 for employees are approved for payment in the amount of \$87,055.01 this 1st day of June 2026.

Councilmember _____

Councilmember _____

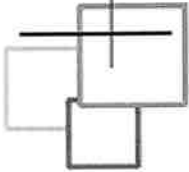
Councilmember _____

Councilmember _____

Councilmember _____

City Deputy Clerk/Treasurer 7. Hansen _____

Register



Number	Name	Fiscal Description	Cleared	Amount
Direct Deposit Run - 5/19/2026	Payroll Vendor	2026 - May - 2nd Council Meeting		\$40,000.93
EFT PR 2026 May 2nd - 1	Dept of Labor & Industry	2026 - May - 2nd Council Meeting		\$5,484.57
EFT PR 2026 May 2nd - 10	Vimly Benefit Solutions, Inc. - EFT	2026 - May - 2nd Council Meeting		\$20,045.04
EFT PR 2026 May 2nd - 2	Dept of Retirement - Def Comp	2026 - May - 2nd Council Meeting		\$752.50
EFT PR 2026 May 2nd - 3	Dept of Retirement Systems	2026 - May - 2nd Council Meeting		\$6,445.08
EFT PR 2026 May 2nd - 4	EFTPS	2026 - May - 2nd Council Meeting		\$12,526.25
EFT PR 2026 May 2nd - 5	Employment Security	2026 - May - 2nd Council Meeting		\$108.04
EFT PR 2026 May 2nd - 6	Employment Security - LTC	2026 - May - 2nd Council Meeting		\$244.80
EFT PR 2026 May 2nd - 7	Employment Security - PMFL	2026 - May - 2nd Council Meeting		\$447.05
EFT PR 2026 May 2nd - 8	Idaho State Tax	2026 - May - 2nd Council Meeting		\$967.00
EFT PR 2026 May 2nd - 9	PORAC Legal Defense Fund	2026 - May - 2nd Council Meeting		\$33.75
				\$87,055.01

CITY OF NEWPORT
VOUCHER REPORT

DATE: June 1, 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 67532-67545 \$13,402.32

67531 - Void

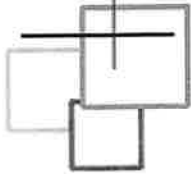
EFT 2026 June 1st Mtg: 1-5 \$8,682.14

Direct Pay 2026 June 1st Mtg: 1 \$1,750.00

Grand Total of all Claims \$23,834.46

Deputy City Clerk/Treasurer: 7 Danner 5/26/2026

Register



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

Number	Name	Print Date	Clearing Date	Amount
Mountain West				
Check				
67531	Ziply Fiber - AUTO PAY	6/1/2026		Void
67532	Big John's Spraying	6/1/2026		\$2,859.44
67533	Canda, Morris	6/1/2026		\$20.00
67534	Nichole Bissell	6/1/2026		\$20.00
67535	Canon Solutions America	6/1/2026		\$501.80
67536	DW Landscape	6/1/2026		\$850.00
67537	ERA	6/1/2026		\$955.96
67538	Excess Portable Toilets, LLC	6/1/2026		\$450.00
67539	Mammoth Automotive	6/1/2026		\$2,677.87
67540	Newport Towing	6/1/2026		\$538.50
67541	Pacwest Machinery	6/1/2026		\$1,319.22
67542	Eastern Washington University	6/1/2026		\$85.00
67543	PO CO IT Services	6/1/2026		\$128.11
67544	PO CO Weed Board	6/1/2026		\$1,344.95
67545	USA Bluebook	6/1/2026		\$1,651.47
Direct Pay 2026 Jun 1st Mtg - 1	Kimley-Horn and Associates, Inc. - DIRECT PAY	6/1/2026		\$1,750.00
EFT 2026 June 1st Mtg - 1	Ferguson Waterworks - EFT	6/1/2026		\$6,840.58
EFT 2026 June 1st Mtg - 2	LocalTel Communication - AUTOPAY	6/1/2026		\$566.44
EFT 2026 June 1st Mtg - 3	Vimly Benefit Solutions, Inc. - EFT	6/1/2026		\$1,057.10
EFT 2026 June 1st Mtg - 4	Ziply Fiber - AUTO PAY	6/1/2026		\$104.62
EFT 2026 June 1st Mtg - 5	Ziply Fiber - AUTO PAY	6/1/2026		\$113.40
Total				Check
Total				51040005632
Grand Total				\$23,834.46
Grand Total				\$23,834.46

Voucher Directory

Fiscal: : 2026 - June
 Council Date: : 2026 - June - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Big John's Spraying	67532	05/07/2026 Big Johns Statement	001-000-000-576-80-41-01	2026 - June - 1st Council Meeting	
				Professional Services	\$2,267.09
				Spraying weeds	
			001-000-000-576-80-41-01	Professional Services	\$592.35
				RV Park	
				Spraying weeds	
				Total 05/07/2026 Big Johns Statement	\$2,859.44
					\$2,859.44
					\$2,859.44
Total Big John's Spraying	67532				
Business License endorsement refund	67533				
				2026 - June - 1st Council Meeting	
				Morris Canda	\$20.00
				Business Licenses	
				Not doing business inside city limits	
				Total Business License endorsement refund	\$20.00
				605997637	\$20.00
Total 67533	67533				
Business License endorsement refund	67534				
				2026 - June - 1st Council Meeting	
				Nichole Bissell	\$20.00
				Business Licenses	
				Not doing business in the City limits	
				Total Business License endorsement refund	\$20.00
				606221118	\$20.00
Total 67534	67534				\$40.00
Total Business License endorsement refund					
Canon Solutions America	67535				
				2026 - June - 1st Council Meeting	
				Invoice - 43210002	
				001-000-000-513-10-48-01	\$20.18
				Maintenance Copier	\$17.42
				001-000-000-521-20-48-01	\$69.89
				Maintenance Copier	\$124.06
				001-000-000-591-18-70-01	\$20.19
				1/4 Copier Lease	\$69.89
				001-000-000-591-21-70-02	\$20.19
				Police Copier Lease	\$69.89
				101-000-000-543-30-48-01	\$20.19
				Maintenance Copier	\$69.89
				101-000-000-591-47-70-01	\$20.19
				1/4 Copier Lease	\$69.89
				410-000-000-534-34-49-03	\$20.19
				Maint. Agrmt- Copier Machine	\$20.19

Vendor	Number	Reference	Account Number	Description	Amount
			410-000-000-591-34-70-01	1/4 Copier Lease	\$69.90
			411-000-100-535-35-49-03	Maint Agrmt. - Copier Machine	\$20.19
			411-000-100-591-35-70-01	1/4 Copier Lease	\$69.89
			Total Invoice - 43210002		\$501.80
					\$501.80
Total Canon Solutions America					
DW Landscape	67536				
			2026 - June - 1st Council Meeting		
			Invoice - 4718	Professional Services	\$600.00
			410-000-000-534-34-41-00	Backflow testing	\$250.00
			411-000-100-535-35-41-04	Professional Services	\$850.00
			Total Invoice - 4718		\$850.00
Total DW Landscape					\$850.00
ERA	67537				
			2026 - June - 1st Council Meeting		
			Invoice - 144206	Professional Services	\$955.96
			411-000-100-535-35-41-04	Annual lab accreditation testing	\$955.96
			Total Invoice - 144206		\$955.96
Total ERA					\$955.96
Excess Portable Toilets, LLC	67538				
			2026 - June - 1st Council Meeting		
			Invoice - 04/30/2026	Professional Services	\$450.00
			001-000-000-576-80-41-01	2 units at TJ Kelly and 1 at City Park	\$450.00
			Total Invoice - 04/30/2026		\$450.00
Total Excess Portable Toilets, LLC					\$450.00
Ferguson Waterworks - EFT	EFT 2026 June 1st Mtg - 1				
			2026 - June - 1st Council Meeting		
			Invoice - 0118300	Office & Operating Supplies	\$2,057.49
			410-000-000-534-34-31-00	2 water meters	\$2,057.49
			Total Invoice - 0118300		\$2,057.49
Total Ferguson Waterworks - EFT					\$2,057.49
			2026 - June - 1st Council Meeting		
			Invoice - 0119810	Operating Supplies	\$4,783.09
			101-000-000-543-30-31-00		\$4,783.09

Vendor	Number	Reference	Account Number	Description	Amount
Newport Towing	67540			2026 - June - 1st Council Meeting	
		Invoice - 16505	001-000-000-521-20-41-00	Professional Services	\$269.25
				Towing 1GTEK19T3XE526459	
		Total Invoice - 16505			\$269.25
		Invoice - 16530	001-000-000-521-20-41-00	Professional Services	\$269.25
				Towing KM85B82BX1U016468	
		Total Invoice - 16530			\$538.50
					\$538.50
Total Newport Towing	Total 67540				
Pacwest Machinery	67541			2026 - June - 1st Council Meeting	
		Invoice - 30433520	101-000-000-542-63-48-00	Streets and Street Light Repair & Maint.	\$1,319.22
				Road grader repair	
		Total Invoice - 30433520			\$1,319.22
Total Pacwest Machinery	Total 67541				
Park Deposit Refunds	67542			2026 - June - 1st Council Meeting	
		05162026		Eastern Washington University	
				Park Rental refund	\$35.00
				Park Reservation Fees	\$50.00
				Park Deposit Refund	\$85.00
		Total 05162026			\$85.00
Total Park Deposit Refunds	Total 67542				\$85.00
PO CO IT Services	67543			2026 - June - 1st Council Meeting	
		Invoice - ITS20260505GS01	001-000-000-521-20-31-00	Office & Operating Supplies	\$128.11
		Total Invoice - ITS20260505GS01			\$128.11
Total PO CO IT Services	Total 67543				\$128.11
PO CO Weed Board	67544			2026 - June - 1st Council Meeting	
		Invoice - 2653	001-000-000-576-80-41-01	Professional Services	\$1,324.95
				Spraying weeds	
		Total Invoice - 2653			\$1,324.95

