

NEWPORT CITY COUNCIL AGENDA

April 03, 2023 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 KENNETH SMITH
COUNCILMEMBER NATHAN WEATHERS
COUNCILMEMBER JAMI SEARS
MAYOR PRO TEM MARK ZORICA
COUNCILMEMBER NATHAN LONGLY

CALL TO ORDER

ROLL CALL
PLEDGE OF ALLEGIANCE
AMENDMENTS & APPROVAL OF AGENDA &
03/20/2023 COUNCIL MEETING MINUTES

MAYOR & COUNCIL COMMENTS:

AUDIENCE PARTICIPATION:

CITY ADMINISTRATOR COMMENTS:

NEW BUSINESS:

Swear in Police Officer Josh Cotteen – Clerk/Treasurer North

Motion to approve Resolution No. 04032023 declaring certain property owned by the City of Newport to be excess and surplus property and authorizing the means of disposal – Nickole North, Clerk/Treasurer

Motion to approve Agreement NP2023-08 Professional Services Agreement for SCJ Alliance to Provide Consulting Services (On Call Engineering & Review) to the City – Abby Gribi, City Administrator

BILLS & PAYROLL:

CLAIMS CHECKS 65569-65590 (65589 VOID)	\$25,926.37
CLAIMS EFT 03/28/2023 Run 1-5	\$7,725.73
PAYROLL EFTS 1403-1410 & DIRECT DEPOSIT 03/20/2023	\$67,869.34

ADJOURNMENT:

MINUTES OF THE NEWPORT CITY COUNCIL MEETING ON
March 20, 2023

A regular meeting of the Newport City Council was held on March 20, 2023, at 6:00 PM in Council Chambers, City Hall, 200 S. Washington Avenue, Newport, Washington, with the following present:

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

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

APPROVAL OF AGENDA & MINUTES:

The accounts payable was amended to include some additional checks that needed to be paid by the due date making the total accounts payable claims payments \$84,383.61. Councilmember Zorica moved to approve the agenda as amended and the minutes from the March 06, 2023 Council Meeting; Councilmember Longly seconded. Motion carried.

MAYOR & COUNCIL COMMENTS:

Mayor Campbell thanked the street crews and stated that he appreciates their hard work.

Councilmember Longly reminded everyone that the Easter Egg hunt will be April 8th at 10:00 AM at the Newport City Park.

Councilmember Zorica invited everyone to participate in a 3 on 3 basketball tournament at the Kalispel Parking Lot. This will be a free event and children to adult players are welcome. This is going to be funded by the Kalispel Tribe. This event will be June 10th & 11th.

Interviews were held for the vacant Councilmember Position No. 2. There was one applicant, Nathan Weathers.

The Council went into executive session under RCW 42.30.110(1)(h) – To evaluate the qualifications of a candidate for appointment to elective office at 6:17 PM for 10 minutes. The Council came out of executive session at 6:27 PM.

Councilmember Zorica moved to appoint Nathan Weathers to the vacant Councilmember Position No. 2; Councilmember Longly seconded. Motion carried.

Nathan Weathers was sworn in by Clerk/Treasurer North and took his seat at Position No. 2 for the remainder of the meeting.

AUDIENCE PARTICIPATION:

Zeke Stutzman residing at 700 N. Lilac Lane, Newport, WA asked the Council to support a Community Earth Day Trash Pickup Day on Saturday April 22nd from 9:00 AM to 3:00 PM with everyone interested in participating meeting at Stratton Elementary East Parking Lot. Zeke is an 8 year old boy who is organizing this event to help clean up our community. Councilmember Longly moved to support Zeke in the CED Trash Pickup Day and the rest of the Council were in concurrence to support him in his efforts.

Erik Gallanger residing at 48 S. Alder, Colville, WA gave a POEMS update stating that they had responded to 292 calls to date this year with 159 being within the City of Newport. He stated that 1/3 of their calls are generated by the Newport Hospital.

Robert Rosencrantz, 615 W. Pine Street #14, Newport, WA spoke about being the liaison for the EMR District and how this is a work in progress and he encouraged the Council to follow up with him as a necessary component for seamless coverage in the county.

CITY ADMINISTRATOR COMMENTS:

City Administrator Gribi stated that there have been several requests to rent TJ Kelly Park and the Park Rules state that this park is not one that the City rents out. After some discussion Councilmember Smith moved to modify the rules to allow TJ Kelly Park to be rented out with the stipulation that nothing can be driven into the ground; Councilmember Longly seconded. Motion carried.

City Administrator Gribi spoke of the clean energy presentation at the last meeting and stated that she will be working on an application for a solar and storage grant with zero match. Vehicle charging stations were discussed with possible locations in or near the downtown corridor to encourage shopping in Newport. Ms. Gribi will bring three possible locations back to Council for approval before any are installed.

A meeting will be held this Thursday with Farmers Market to discuss them moving to the vendor area of the Newport Rodeo Grounds for their event this year.

A new Police Officer will be sworn in at the next Council Meeting. This will bring the department up to full staff.

Ms. Gribi will be attending a Labor Relations Institute where she has been asked to be a speaker on small cities and how to handle human resources.

Working with Washington State Department of Ecology is ongoing and currently it is looking like rehab of the current Wastewater Treatment Plant would be more costly than building a new plant.

There was discussion as to whether or not citizens outside of the City's Urban Growth Area would qualify for utilities. The Council was in agreement that there should be a policy stating that there will be no services outside of the UGA.

Councilmember Zorica asked when the business licenses would be in effect. City Administrator Gribi stated that the go live date with the Department of Revenue will be in May and notices will be sent out at that time with 14 months to comply.

Discussion was held regarding Councilmember salary and the average compensation for Councilmembers in cities the size of Newport in Eastern Washington is \$200 per month. City Administrator Gribi will bring this back before the Council for action at the next Council Meeting.

NEW BUSINESS:

Councilmember Sears moved to waive the park rental fees for the Hospitality House Veteran Outreach events taking place this year in Newport City Parks; Councilmember Smith seconded. Motion carried.

Councilmember Longly moved to approve Resolution 03152023 setting the salary to be used for City Reserve Officers; Councilmember Zorica seconded. Motion carried.

Councilmember Sears moved to allow the purchase of a 1990 WHSM Chip Spreader, VIN#44451171 from Pend Oreille County in the amount of \$6,700.00 with COVID 19 Revenue Loss funds; Councilmember Weathers seconded. Motion carried.

Councilmember Zorica moved to approve Agreement NP2023-07 ARPA Subrecipient Agreement between Pend Oreille County and City of Newport; Councilmember Sears seconded. Motion carried.

A financial report, law enforcement report and fire department report were given to the Council for their review.

BILLS & PAYROLL:

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

CLAIMS CHECKS 65536-65561	\$42,079.19
CLAIMS CHECK 65527 VOID & REPLACED WITH CHECK 65562	\$0.00
CLAIMS CHECKS 65563-65568	\$5,706.32
CLAIMS EFT 03/13/2023 Run 1-8	\$26,282.82
CLAIMS EFT 03/20/2023 Run 1-4	\$1,715.28

CLAIMS DIRECT PAY 03/13/2023 Run 1-5 \$8,600.00
PAYROLL E-CHECKS 1395-1402; Dir Deposit Run 03/06/2023 \$65,916.35

WORKSHOP:

The Council went into a workshop at 7:41 PM to further discuss revenue solutions for the Street Fund. Another workshop will be scheduled for the second meeting in April to discuss this further. Ms. Gribi recommended an advisory vote be placed on the next ballot to see if citizens are willing to pay for fire service. It was discussed if a public safety, fire or street levy should be placed on the ballot. The School Resource Officer position was discussed. The City needs to come up with around \$30,000 more to fund this position year around. General funds pay for police, fire and streets. City Administrator Gribi is to look further into a police/fire public safety sales tax and criminal justice sales tax and report back to the Council at the next workshop. The thought is if more revenue is coming in from taxes it will generate more funds to support police and fire as well as streets. She also spoke about the piece of equipment that the City is purchasing from the County and how employees will be able to repair many of the streets in the city with the help of Transportation Improvement District funds. These funds will reimburse salaries, so this will help with the street budget as well. The Council came out of the workshop at 8:16 PM.

ADJOURNMENT:

The meeting was adjourned at 8:16 PM.

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

By: _____
Keith Campbell
Mayor

RESOLUTION NO. 04032023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT, PEND OREILLE COUNTY, WASHINGTON, DECLARING CERTAIN PROPERTY OWNED BY THE CITY OF NEWPORT TO BE EXCESS AND SURPLUS PROPERTY AND AUTHORIZING THE MEANS OF DISPOSAL.

WHEREAS, it has been determined that certain property owned by the City of Newport (the “City”), identified as a Canon Projector Model LV-SUI, inventory tag #000871 and HP Color Printer, inventory tag #001507 (the “Equipment”), is no longer needed for City purposes; and,

WHEREAS, the City shall receive fair market value for the Equipment while also minimizing the financial impact of the disposal process; and,

WHEREAS, it has been determined the Equipment can be offered for sale via public bidding process; and

WHEREAS, the City Council believes it to be in the best interests of the City to dispose of the Equipment.

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

Section 1. The Equipment is declared excess and surplus to the current and future needs of the City of Newport.

Section 2. The appropriate City staff are authorized to dispose of the Equipment by direct sale to the public, via public bidding process, or disposed of at an approved waste refuse site.

Section 3. If the Equipment is sold via public bidding process, it shall be sold to the offeror or offerors presenting the highest acceptable cash offer to the City, and such accepted offer or offers shall be considered the true and fair market value of the Equipment.

PASSED AND APPROVED this 3rd day of April, 2023.

CITY OF NEWPORT, WASHINGTON

Mayor Keith Campbell

ATTEST:

City Clerk/Treasurer Nickole North

APPROVED AS TO FORM:

City Attorney Megan Clark

**Equipment to be Surplused/Salvaged
City Hall**

Tag #	Description	Serial Number
000871	Canon Projector Model LV-SIU	Q300586A

We replaced the projector with TVs. Obsolete technology.

Approved by the Newport City Council this 3rd day of April, 2023.

By: _____
Keith Campbell, Mayor

ATTEST:

Nickole North, Clerk/Treasurer

City of Newport
200 S. Washington
Newport, WA 99156

FIXED ASSET FORM
INVENTORY ITEMS

DEPARTMENT: City Hall - Front Office DATE: 08/28/2002

EQUIPMENT DESCRIPTION: Canon Projector Model: LV-S1U

New Purchase:

City of Newport Tag Number: 000871

Amount of Purchase: \$1,749.89

Date of Purchase: 05/23/2002

Purchased From: Central Digital

Equipment Serial No.: Q300586A

Department Head Signature:  Date: 1 Oct 2003

Transfer:

From Department: _____ To: _____

Department Head Signature: _____ Date: _____

Disposed:

City of Newport Tag Number: _____

Storage: (Where) _____

Surplus: (Holding Area) _____

Condition of Equipment: _____

Comments: _____

Department Head Signature: _____ Date: _____

Please route form to Fixed Asset Manager - Chris Stigall

Note: If more than one piece of equipment please use reverse side.

**Equipment to be Surplused/Salvaged
City Hall**

Tag #	Description	Serial Number
001507	HP Color Printer	JPCCL511QH

The manual feed is broken and it doesn't have wi-fi.

Approved by the Newport City Council this 3rd day of April, 2023.

By: _____
Keith Campbell, Mayor

ATTEST:

Nickole North, Clerk/Treasurer

City of Newport
200 S. Washington Avenue
Newport, WA 99156

FIXED ASSET FORM
INVENTORY ITEMS

DEPARTMENT: City Hall Date: 12/18/2018

EQUIPMENT DESCRIPTION: Color HP Printer M553. ~~Printer-HP Printer~~ Accounting Clerk
Mayor Office

New Purchase:

City of Newport Tag #: ~~1478~~ 1507 001265
Amount of Purchase: \$639.00
Date of Purchase: 12/12/18
Purchased From: Amazon
Equipment Serial No.: JPCCL511QH

Department Head Signature:  Date: 12/18/18

NOTES:

2/14/23 moved to mayors office. Had tag
1478 not recorded anywhere or it. Put new
tag 1507 on.
3/17/23 No Wifi capability. Decided to surplus.



Final Details for Order #114-0286960-1271431

[Print this page for your records.](#)

Order Placed: December 12, 2018
PO number: Melody Printer
Amazon.com order number: 114-0286960-1271431
Order Total: \$938.15

Shipped on December 13, 2018

Items Ordered	Price
1 of: <i>HP Color B5L25A#BGJ LaserJet Enterprise M553dn with HP FutureSmart Firmware</i> Sold by: Amazon.com Services, Inc	\$639.00
Condition: New	

Shipping Address:
City of Newport
200 S WASHINGTON AVE
NEWPORT, WA 99156-9670
United States

Item(s) Subtotal:	\$639.00
Shipping & Handling:	\$0.00

Total before tax:	\$639.00
Sales Tax:	\$48.56

Shipping Speed:
Two-Day Shipping

Total for This Shipment: \$687.56

Shipped on December 13, 2018

Items Ordered	Price
1 of: <i>HP 508X (CF360X) Black High Yield Original Laserjet Toner Cartridge</i> Sold by: Amazon.com Services, Inc	\$232.89
Condition: New	

Shipping Address:
City of Newport
200 S WASHINGTON AVE
NEWPORT, WA 99156-9670
United States

Item(s) Subtotal:	\$232.89
Shipping & Handling:	\$0.00

Total before tax:	\$232.89
Sales Tax:	\$17.70

Shipping Speed:
Two-Day Shipping

Total for This Shipment: \$250.59

Payment information

Payment Method:
Visa | Last digits: 2263

Item(s) Subtotal:	\$871.89
Shipping & Handling:	\$0.00

Billing address

City of Newport
200 S WASHINGTON AVE
NEWPORT, WA 99156-9670
United States

Total before tax: \$871.89
Estimated tax to be collected: \$66.26

Grand Total: \$938.15

Credit Card transactions

Visa ending in 2263: December 13, 2018: \$938.15

To view the status of your order, return to [Order Summary](#).

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AGREEMENT NP2023-08

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING SERVICES

This Professional Services Agreement to Provide Consulting Services (this “Agreement”) sets forth the mutual understanding of the City of Newport, Washington (the “Client”) and Shea Carr & Jewell, Inc. (dba SCJ Alliance), (the “Consultant”) on this the 3rd day of April, 2023 (the “Effective Date”) for the provision of professional consulting services as more fully set forth below.

RECITALS:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services regarding on-call engineering and review.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the following professional consulting services to the Client (the “Services”), and as more particularly described in Consultant’s Scope of Work (the “Proposal”), a copy of which is attached hereto as Exhibit “A” and by this reference incorporated herein:

A. **Exhibit A: On-Call Engineering and Review - Scope of Work**

B. **Exhibit B: SCJ Hourly Rates**

2. **TERM.** The Consultant’s engagement and provision of Services will commence upon the Effective Date and will terminate upon written notice from the City. This contract is set to automatically renew for an automatic five (5) year term upon budget allocation from the annual City budget process, (the “Term”) unless earlier terminated as provided in Section 6 below.

3. **CONSULTING FEE.**

A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the “Consulting Fee”) as outlined in Exhibit “B” attached hereto, plus reimbursable expenses, as set forth in “Other Fees” of the Proposal. An adjustment in billing rates shall be allowed effective July 1, 2024, and each July 1 thereafter. The adjustment must be submitted as part of a revised Exhibit “B” and approved by the Client in writing (email submittal is acceptable), prior to invoicing the Client.

- B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services, including but not limited to: (1) engineering review; (2) meetings; and (3) other engineering and review projects approved in the scope of work.

4. **CLIENT INFORMATION AND ACCESS.**

- A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.
- B. To facilitate such access and Consultant's delivery of the Services, the Client designates the City Administrator as the Consultant's primary point of contact for delivery of the Services (the "Client Representative"). The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant as outlined in the Proposal.

Initials of Client Representative: _____

- C. The Client hereby authorizes the Client Representative (1) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (2) to execute and deliver, on behalf of the Client, such notices, approvals, consents, instruments, or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. **INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare engineering documents, comment review letters and other similar documents that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. **TERMINATION, BREACH AND CURE.**

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of thirty (30) days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to the effective date of

such termination of this Agreement is earned when paid and nonrefundable. Within thirty (30) days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the mutually agreed percentage of the work not yet completed at the time the notice of termination is received. In no event will termination under this section require the Consultant to refund for work completed, time spent, or cost incurred in connection with Services prior to notice of such termination.

- B. By the Client Upon the Consultant's Default.** The Client may notify the Consultant within ninety (90) days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have thirty (30) days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement and shall provide written notice of the termination, which shall be effective as of the date of such notice. Within thirty (30) days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of thirty (30) days' prior written notice to the Client. Within thirty (30) days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- D. By the Consultant Upon the Client's Default.** The Consultant may notify the Client within ninety (90) days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have thirty (30) days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement and shall provide written notice of the termination, which shall be effective as of the date of such notice. The pro rata portion of the installment of the Consulting Fee previously paid for the contract period prior to the effective date of such termination shall be retained by Consultant as an earned fee. The remaining pro rata portion of the installment of the Consulting Fee previously paid for the contract period from and after the effective date of such termination, based upon the number of days remaining in the terminated contract period, shall be refunded to Client by Consultant within thirty (30) days of such termination of this Agreement.

- 7. NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage

prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client:

City of Newport
Attn: City Administrator
200 S. Washington Ave.
Newport, WA 99156

Phone: 509.447.6496

Email: cityofnewport@newport-wa.org

Consultant:

SCJ Alliance Consulting Services
Attn: Scott Rivas, Civil Engineering Manager
108 N Washington St Ste 300
Spokane, WA 99201

Phone: 509.835.3770

Email: rachel.granrath@scjalliance.com

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (A) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (B) if personally delivered, on the actual date of delivery, (C) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (D) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5:00 p.m. Pacific Time, and on the next business day if sent after such time.

8. **INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.
9. **INDEMNITY.** The Consultant shall indemnify and hold harmless the Client, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting from the negligent acts or omissions of the Consultant, its agents, servants, officers, or employees. For purposes of this Contract, the Consultant waives its immunity under Title 51 RCW. This waiver is specifically negotiated between the Parties.
10. **STANDARD TERMS.**
 - A. **Affiliated Services:** The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.

- B. Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceedings regarding this Agreement shall be instituted only in courts of competent jurisdiction within Pend Oreille County, Washington.
- C. Insurance:** During the term of the Agreement, the Consultant will maintain in force at its sole expense, the following minimum insurance coverages:
1. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; and
 2. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage; and
 3. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
 4. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from Consultant or its insurer(s) to the Client.
- D. Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- E. Entire Agreement:** This Agreement, together with any exhibits or duly authorized written amendments hereto, constitutes the entire agreement of the Parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the Parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- F. Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

- G. Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- H. Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client.
- I. Binding Effect:** This Agreement will bind the Parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- J. Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- K. Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- L. Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- M. Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- N. Survival:** Section 5 and Section 10(H) will survive termination of this Agreement.
- O. Counterparts:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument.
- P. Nondiscrimination:** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Parties agree to comply with,

and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the Americans With Disabilities Act, to the extent those laws are applicable.

- Q. Anti-Kickback:** No officer or employee of the Client or the Consultant, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

CLIENT

City of Newport, Washington

CONSULTANT

SCJ Alliance, Consulting Services

Keith Campbell, Mayor

Date Signed: _____

ATTEST:

Nickole North, City Clerk/Treasurer

By:

Title:

Date Signed: _____

By:

Title:

Date Signed: _____

Exhibit "A"
Scope of Work

- Review plans submitted to the City for development and acceptance by the City. Plans will be reviewed to ensure compliance of adopted construction standards
- General Engineering questions from the City
- Attend pre-application meetings for development to answer questions and layout processes
- Onsite inspection when required
- Small engineering projects for City when needed. This may include stormwater flow, wastewater and water main placement and other needs as defined by the City
- Technical assistance for bid packets or grant applications

Exhibit "B"
SCJ Rates Sheet



SCJ Alliance
Billing Rate Schedule – 2023

Classification	Hourly Billing Rate
Principal	\$185.00 - \$400.00
Senior Consultant	\$165.00 - \$390.00
Senior Project Manager	\$185.00 - \$325.00
PM3 Project Manager	\$165.00 - \$250.00
PM2 Project Manager	\$145.00 - \$235.00
PM1 Project Manager	\$130.00 - \$225.00
Senior Engineer	\$155.00 - \$240.00
E4 Engineer	\$145.00 - \$215.00
E3 Engineer	\$125.00 - \$185.00
E2 Engineer	\$105.00 - \$160.00
E1 Engineer	\$100.00 - \$145.00
Senior Landscape Architect	\$130.00 - \$180.00
L4 Landscape	\$120.00 - \$170.00
L3 Landscape	\$115.00 - \$150.00
L2 Landscape	\$105.00 - \$140.00
L1 Landscape	\$100.00 - \$130.00
Senior Planner	\$155.00 - \$245.00
P4 Planner	\$125.00 - \$180.00
P3 Planner	\$115.00 - \$170.00
P2 Planner	\$105.00 - \$160.00
P1 Planner	\$90.00 - \$145.00
Senior Technician	\$115.00 - \$180.00
T4 Technician	\$110.00 - \$155.00
T3 Technician	\$100.00 - \$145.00
T2 Technician	\$90.00 - \$135.00
T1 Technician	\$80.00 - \$125.00
Senior Construction Manager	\$185.00 - \$290.00
RE 3 Construction Resident Engineer	\$170.00 - \$250.00
RE 2 Construction Resident Engineer	\$145.00 - \$230.00
RE 1 Construction Resident Engineer	\$140.00 - \$190.00
Construction Office Engineer	\$145.00 - \$230.00
CI 4 Construction Inspector	\$170.00 - \$250.00
CI 3 Construction Inspector	\$145.00 - \$230.00
CI 2 Construction Inspector	\$120.00 - \$165.00

These rates are current as of January of 2023 and will be subject to change on a yearly basis



CI 1 Construction Inspector	\$100.00 - \$155.00
Graphic Designer	\$100.00 - \$155.00
PC3 Project Coordinator – CM Only	\$125.00 - \$165.00
PC 2 Project Coordinator	\$115.00 - \$155.00
PC 1 Project Coordinator	\$100.00 - \$140.00
Project Accountant	\$100.00 - \$200.00

Other Fees:

- Direct project expenses are billed at cost plus 10%

CITY OF NEWPORT
VOUCHER REPORT

DATE 4/3/2023

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

Checks 65569 - 65590
Voided 65589

\$25,926.37

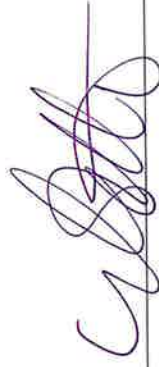
EFT 03/28/23 1-5

\$7,725.73

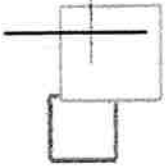
Grand Total of all Claims

\$33,652.10

City Clerk: _____



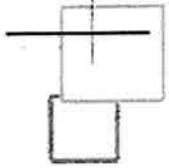
Register



Fiscal: 2023
 Deposit Period: 2023 - April
 Check Period: 2023 - April - 1st Council Meeting

Number	Name	Print Date	Quantity	Rate	Amount
Mountain West					
51040005632					
65569	Anatek Labs, Inc.	4/3/2023			\$228.00
65570	BDP	4/3/2023			\$400.35
65571	Canon Solutions America	4/3/2023			\$466.14
65572	Conifer Electric Inc.	4/3/2023			\$3,191.69
65573	Country Lane	4/3/2023			\$138.80
65574	CW Nielsen Mfg	4/3/2023			\$176.63
65575	Dept of Ecology	4/3/2023			\$1,645.49
65576	Dr. Locksmith LLC	4/3/2023			\$637.08
65577	Eljay Oil Co.	4/3/2023			\$2,254.17
65578	Galls, LLC	4/3/2023			\$25.06
65579	Grainger	4/3/2023			\$1,398.07
65580	Idaho Rigging, Inc.	4/3/2023			\$176.00
65581	J.A. Sewell & Assoc., LLC	4/3/2023			\$1,533.30
65582	Motorola Solutions, Inc.	4/3/2023			\$3,160.12
65583	Pape Machinery	4/3/2023			\$26.96
65584	PO CO Jail	4/3/2023			\$28.00
65585	PO CO Public Works	4/3/2023			\$6,904.22
65586	Rob's Heating & Cooling	4/3/2023			\$134.36
65587	Tri-County Econ. Dev.	4/3/2023			\$1,500.00
65588	Wade Nelson	4/3/2023			\$705.63
65589	Water & Sewer Refunds	4/3/2023			Void
65590	Brent Woodworks Inc	4/3/2023			\$1,196.30
	Etter, McMahon, Lamberson, Van Wert,	4/3/2023			\$5,017.40
	Oreskovich PC - EFT	4/3/2023			\$1,002.40
	Exbabylon - EFT	4/3/2023			\$513.73
	Pitney-Bowes - EFT	4/3/2023			\$449.70
	POVN - EFT	4/3/2023			\$742.50
	Vimly Benefit Solutions, Inc. - EFT	4/3/2023			\$33,652.10
			Total	Check	
			Total	51040005632	
			Grand Total		\$33,652.10
					\$33,652.10

Voucher Directory



Fiscal: 2023 - April
 Council Date: 2023 - April - 1st Council Meeting

Voucher Number	Reference	Account Number	Description	Amount
Anatek Labs, Inc. 65569				
Invoice 2300469		410-000-000-534-34-41-00	Professional Services	\$76.00
Total Invoice 2300469				\$76.00
Invoice 2301995		410-000-000-534-34-41-00	Professional Services	\$76.00
Total Invoice 2301995				\$76.00
Invoice 2304300		410-000-000-534-34-41-00	Professional Services	\$76.00
Total Invoice 2304300				\$76.00
Total 65569				\$228.00
Total Anatek Labs, Inc.				
BDP				
65570		411-000-100-535-35-31-00	Office & Operating Supplies	\$400.35
Total Invoice 15426				\$400.35
Total 65570				\$400.35
Canon Solutions America 65571				
Canon Lease Agreement March 2023				
		001-000-000-513-10-48-01	Maintenance Copier	\$25.10
		001-000-000-521-20-48-01	Maintenance Copier	\$15.96
		001-000-000-591-18-70-01	1/4 Copier Lease	\$56.43
		001-000-000-591-21-70-02	Police Copier Lease	\$124.06
		101-000-000-543-30-48-01	Maintenance Copier	\$25.10
		101-000-000-591-47-70-01	1/4 Copier Lease	\$56.43
		410-000-000-534-34-49-03	Maint. Agrmt- Copier Machine	\$25.10
		410-000-000-591-34-70-01	1/4 Copier Lease	\$56.43
		411-000-100-535-35-49-03	Maint Agrmt. - Copier Machine	\$25.10

411-000-100-591-35-70-01 1/4 Copier Lease \$56.43
Total Canon Lease Agreement March 2023 \$466.14
 \$466.14

Total 65571
Total Canon Solutions America

Conifer Electric Inc. 65572
2023 - April - 1st Council Meeting
 Invoice 1365 410-000-000-534-34-41-00 Professional Services \$963.50
 410-000-000-534-34-48-00 Repair & Maintenance \$2,228.19
Total Invoice 1365 \$3,191.69
 \$3,191.69

Total 65572
Total Conifer Electric Inc.

Country Lane 65573
2023 - April - 1st Council Meeting
 Invoice 8734 001-000-000-521-20-31-01 Clothing/Uniforms \$138.80
Total Invoice 8734 \$138.80
 \$138.80

Total 65573
Total Country Lane

CW Nielsen Mfg 65574
2023 - April - 1st Council Meeting
 Invoice 47299 001-000-000-521-20-31-01 Clothing/Uniforms \$176.63
Total Invoice 47299 \$176.63
 \$176.63

Total 65574
Total CW Nielsen Mfg

Dept of Ecology 65575
2023 - April - 1st Council Meeting
 2023-BA0022322 411-000-100-535-35-49-04 DOE Permits \$1,645.49
Total 2023-BA0022322 \$1,645.49
 \$1,645.49

Total 65575
Total Dept of Ecology

Dr. Locksmith LLC
65576

2023 - April - 1st Council Meeting

Invoice 6727	410-000-000-534-34-31-00	Office & Operating Supplies	\$106.52
	410-000-000-534-34-41-00	Professional Services	\$40.00
Total Invoice 6727			\$146.52
Invoice 6742	001-000-000-576-80-31-00	Operating Supplies	\$370.56
	001-000-000-576-80-41-01	Professional Services	\$120.00
	New locks for parks		
Total Invoice 6742			\$490.56
			\$637.08
			\$637.08

Total 65576
Total Dr. Locksmith LLC

Eljay Oil Co.
65577

2023 - April - 1st Council Meeting

Invoice 0947757	001-000-000-576-80-48-00	Repair & Maintenance	\$563.54
	101-000-000-543-30-48-00	Equipment Maintenance	\$563.54
	410-000-000-534-34-48-00	Repair & Maintenance	\$563.55
	411-000-100-535-35-48-00	Repair & Maintenance	\$563.54
Total Invoice 0947757			\$2,254.17
			\$2,254.17
			\$2,254.17

Total 65577
Total Eljay Oil Co.

Etter, McMahon, Lamberson, Van Wert, Oreskovich PC - EFT
EFT Payment 3/28/2023 4:26:41 PM - 1

2023 - April - 1st Council Meeting

February Statement Acct: 8000.07971	001-000-000-511-30-41-00	Professional Service	\$1,225.84
	001-000-000-514-20-41-00	Professional Services	\$1,311.37
	001-000-000-521-20-41-00	Professional Services	\$741.21
	001-000-000-558-50-41-00	Professional Services	\$883.75
	001-000-000-576-80-41-01	Professional Services	\$185.30
	101-000-000-543-30-41-02	Professional Services	\$185.30
	410-000-000-534-34-41-00	Professional Services	\$299.33
	411-000-100-535-35-41-04	Professional Services	\$185.30
Total February Statement Acct: 8000.07971			\$5,017.40
Total EFT Payment 3/28/2023 4:26:41 PM - 1			\$5,017.40
Total Etter, McMahon, Lamberson, Van Wert, Oreskovich PC - EFT			\$5,017.40

Exbablyon - EFT

2023 - April - 1st Council Meeting

EFT Payment 3/28/2023 4:26:41 PM - 2	001-000-000-513-10-42-00	Communications	\$98.08
Exbablyon Statement March 2023	001-000-000-514-20-42-00	Communications	\$264.82
	001-000-000-521-20-42-00	Communications	\$200.42

Voucher Number	Account Number	Description	Amount
	101-000-000-543-30-42-00	Communications	\$148.29
	410-000-000-534-34-42-00	Communications	\$134.81
	411-000-100-535-35-42-00	Communications	\$155.98
		Total Exabylyon Statement March 2023	\$1,002.40
Total Exabylyon - EFT		Total EFT Payment 3/28/2023 4:26:41 PM - 2	\$1,002.40
Galls, LLC			
65578		2023 - April - 1st Council Meeting	
	Invoice 023714246		\$25.06
	001-000-000-521-20-31-01	Clothing/Uniforms	\$25.06
	Total Invoice 023714246		\$25.06
Total Galls, LLC			
65578			
	Invoice 9624014362	2023 - April - 1st Council Meeting	\$1,098.14
	411-000-100-535-35-31-00	Office & Operating Supplies	\$1,098.14
	Total Invoice 9624014362		
	Invoice 9624014370		\$299.93
	411-000-100-535-35-31-00	Office & Operating Supplies	\$299.93
	Total Invoice 9624014370		\$1,398.07
Total Grainger			
65579			
	Invoice 172519	2023 - April - 1st Council Meeting	\$162.69
	101-000-000-543-30-48-00	Equipment Maintenance	\$162.69
	Total Invoice 172519		
	Invoice 172571		\$13.31
	101-000-000-543-30-48-00	Equipment Maintenance	\$13.31
	Total Invoice 172571		\$176.00
Total Idaho Rigging, Inc.			
65580			
	Invoice 107495	2023 - April - 1st Council Meeting	\$1,533.30
	Wall Design for new Station		\$1,533.30
	001-000-000-521-20-41-00	Professional Services	\$1,533.30
	Total Invoice 107495		\$1,533.30
Total J.A. Sewell & Assoc., LLC			
65581			
	Total 65581		

Motorola Solutions, Inc. 65582	2023 - April - 1st Council Meeting			
	Invoice 8230398009	001-000-000-521-20-31-00	Office & Operating Supplies	\$3,160.12
	Total Invoice 8230398009			\$3,160.12
Total Motorola Solutions, Inc.				\$3,160.12
Pape Machinery 65583	2023 - April - 1st Council Meeting			
	Invoice 14267819	001-000-000-576-80-48-00	Repair & Maintenance	\$26.96
	Total Invoice 14267819			\$26.96
Total Pape Machinery				\$26.96
Pitney-Bowes - EFT	2023 - April - 1st Council Meeting			
	EFT Payment 3/28/2023 4:26:41 PM - 3			
	Invoice 1022657098	001-000-000-514-20-31-00	Office & Operating Supplies	\$102.75
		101-000-000-543-30-31-00	Operating Supplies	\$102.75
		410-000-000-534-34-31-00	Office & Operating Supplies	\$154.12
		411-000-100-535-35-31-00	Office & Operating Supplies	\$154.11
	Total Invoice 1022657098			\$513.73
Total EFT Payment 3/28/2023 4:26:41 PM - 3				\$513.73
Total Pitney-Bowes - EFT				\$513.73
PO CO Jail 65584	2023 - April - 1st Council Meeting			
	January Jail prescriptions	001-000-000-523-60-41-01	Prisoner Medical Costs	\$28.00
	Total January Jail prescriptions			\$28.00
Total PO CO Jail				\$28.00
PO CO Public Works 65585	2023 - April - 1st Council Meeting			
	Feb 2023 Solid Waste	411-000-100-535-35-47-00	Public Utilities	\$204.22
	Total Feb 2023 Solid Waste			\$204.22
	Invoice Purchase of Chip Spreader	001-000-000-594-42-60-00	COVID 19 Revenue Loss Expenditures	\$6,700.00

Total Invoice Purchase of Chip Spreader
 Total PO CO Public Works

ARPA

Total 65585
 \$6,904.22
 \$6,904.22

POVN - EFT

EFT Payment 3/28/2023 4:26:41 PM - 4
 April 2023 City Hall Internet
 001-000-000-514-20-42-00 Communications \$56.21
 101-000-000-543-30-42-00 Communications \$56.21
 410-000-000-534-34-42-00 Communications \$56.22
 410-000-000-534-34-42-00 Communications \$56.21
\$224.85

Total April 2023 City Hall Internet
 March 2023 City Hall Internet
 001-000-000-514-20-42-00 Communications \$56.21
 101-000-000-543-30-42-00 Communications \$56.21
 410-000-000-534-34-42-00 Communications \$56.22
 410-000-000-534-34-42-00 Communications \$56.21
\$224.85

Total March 2023 City Hall Internet
 Total EFT Payment 3/28/2023 4:26:41 PM - 4
\$449.70
\$449.70

Total POVN - EFT

Rob's Heating & Cooling
 65586

Invoice 3724
 411-000-100-535-35-48-00 Repair & Maintenance \$134.36
Total Invoice 3724
\$134.36
\$134.36
\$134.36

Total Rob's Heating & Cooling
 65587

Tri-County Econ. Dev.
 65587

2023 - April - 1st Council Meeting
 2023 - April - 1st Council Meeting
 2023 Tri County Membership Due
 109-000-000-573-90-41-00 Tri County Econ Dev (TEDD) \$1,500.00
Total 2023 Tri County Membership Due
\$1,500.00
\$1,500.00
\$1,500.00

Total Tri-County Econ. Dev.
 65587

Vimly Benefit Solutions, Inc. - EFT
 EFT Payment 3/28/2023 4:26:41 PM - 5 2023 - April - 1st Council Meeting
 April 2023 Clark 001-000-000-521-20-20-03 Leoff I Med Insur/LifeFlight \$742.50
 Total April 2023 Clark \$742.50
 Total EFT Payment 3/28/2023 4:26:41 PM - 5 \$742.50
 Total Vimly Benefit Solutions, Inc. - EFT \$742.50

Wade Nelson 65588 2023 - April - 1st Council Meeting
 Alarms for Police Station 001-000-000-521-20-31-00 Office & Operating Supplies \$566.77
 Total Alarms for Police Station \$566.77
 Door opener for Police Station 001-000-000-521-20-31-00 Office & Operating Supplies \$138.86
 Total Door opener for Police Station \$138.86
 Total Wade Nelson 65588 \$705.63
 \$705.63

Water & Sewer Refunds 65590 2023 - April - 1st Council Meeting
 Meter Rental Refund Brent Woodworks Inc Brent Woodworks Inc (\$53.70)
 410-000-000-343-40-10-01 Basic Charges-Water Revenue (\$250.00)
 410-000-000-343-40-10-01 Fixed Rate \$1,500.00
 410-000-000-582-10-00-00 Hydrant Meter Rental Refund \$1,196.30
 Total Meter Rental Refund Brent Woodworks Inc \$1,196.30
 Total Water & Sewer Refunds 65590 \$1,196.30

Grand Total Vendor Count 26 \$33,652.10

CITY OF NEWPORT
PAYROLL CHECK REGISTER
PAYDAY: March 24, 2023

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 Check No. 1403 through No. 1410 as well as the direct deposit run 03/20/2023 for employees are approved for payment in the amount of \$67,869.34 this 3rd day of April 2023.

Councilmember _____

Councilmember _____

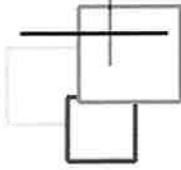
Councilmember _____

Councilmember _____

Councilmember _____

City Clerk/Treasurer  _____

Register



Number	Name	Fiscal Description	Cleared	Amount
1403	Dept of Labor & Industry	2023 - March - 2nd Council Meeting		\$2,153.95
1404	Dept of Retirement - Def Comp	2023 - March - 2nd Council Meeting		\$842.50
1405	Dept of Retirement Systems	2023 - March - 2nd Council Meeting		\$7,516.94
1406	EFTPS	2023 - March - 2nd Council Meeting		\$10,986.34
1407	Employment Security	2023 - March - 2nd Council Meeting		\$93.44
1408	Employment Security - PMFL	2023 - March - 2nd Council Meeting		\$279.01
1409	Idaho State Tax	2023 - March - 2nd Council Meeting		\$304.00
1410	Vimly Benefit Solutions, Inc. - EFT	2023 - March - 2nd Council Meeting		\$10,669.72
Direct Deposit Run -	Payroll Vendor	2023 - March - 2nd Council Meeting		\$35,023.44
3/20/2023				\$67,869.34