### *NEWPORT CITY COUNCIL AGENDA*

### April 01, 2024 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 ELIZABETH SPRING \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

COUNCILMEMBER JAMI SEARS MAYOR PRO TEM MARK ZORICA COUNCILMEMBER NATHAN LONGLY

### CALL TO ORDER

ROLL CALL PLEDGE OF ALLEGIANCE AMENDMENTS & APPROVAL OF AGENDA & 03/18/24 COUNCIL MEETING MINUTES

### **MAYOR & COUNCIL COMMENTS:**

### **AUDIENCE PARTICIPATION:**

### **CITY ADMINISTRATOR COMMENTS:**

### **NEW BUSINESS:**

Motion to approve the On Call Background Investigator job description – Abby Gribi, City Administrator

Motion to approve the updated Entry Level Police Officer job description – Abby Gribi, City Administrator

Motion to approve Resolution 20240401 declaring certain property surplus and authorizing the means of disposal – Abby Gribi, City Administrator

Motion to approve Washington State Transportation Improvement Board Grant Agreement 2-E-892(007)-1 in the amount of up to \$125,000 for the 2024 Chip Seal, Multiple Locations Project with a match of up to \$6,579 – Abby Gribi, City Administrator

### **BILLS & PAYROLL:**

CLAIMS CHECKS 66174-66189	\$112,496.28
CLAIMS EFT 03/22/2024 Run 1-8	\$16,819.15
DIRECT PAY 03/22/2024 Run 1	\$2,325.68
PAYROLL EFTS 1612-1620 & DIRECT DEPOSIT 03/18/2024	\$82,358.01

### **ADJOURNMENT:**

### MINUTES OF THE NEWPORT CITY COUNCIL MEETING ON March 18, 2024

A meeting of the Newport City Council was held on March 18, 2024, 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

Councilmember
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:

Kenneth Smith

Councilmember Zorica moved to approve the agenda and the minutes from the March 4<sup>th</sup>, 2024 Council Meeting; Councilmember Sears seconded. Motion carried.

### **MAYOR AND COUNCIL COMMENTS:**

Mayor Campbell let the citizens know that street sweeping will be starting and to be aware of keeping their vehicles off the road. He also stated that the Chamber Gala was well attended and they were able to raise some funds. The Newport Rodeo Banquet is coming up next Saturday.

Councilmember Longly reminded everyone that the annual Easter Egg Hunt will be next weekend and begins at 10:00 AM.

Councilmember Smith stated that he was driving around on Sunday and the Newport City Park was full of citizens enjoying the park and the sunshine.

### **AUDIENCE PARTICIPATION:**

Curt Holmes, Vice Chairman and General Manager Public & Governmental Affairs of the Kalispel Tribe presented Mayor Campbell with a check for \$10,000 to assist with building pickle ball courts at Little People's Park.

### **CITY ADMINISTRATOR COMMENTS:**

City Administrator Gribi attended a National Risk & Health Pool conference in Nashville where she learned about mitigating risk and insurance.

Administrator Gribi met with SPOFR and gathered a list of improvements to be made. She is working on getting quotes. Construction should begin in May. The Fire Hall will be manned 24/7 beginning in early April. During construction SPOFR may need to reside in an RV in the RV Park and Administrator Gribi is hopeful that the Council would entertain waiving the rental fees during that time. She will bring this back before Council should the need arise.

Transportation Improvement Board (TIB) will be announcing if the City will be awarded funds for the Out of Call project for street improvements this Friday.

An RCO grant to design and construct a BMX Park was submitted last week. This is a 100% grant with no match requirement. \$450,000 is being requested.

Administrator Gribi met with the new Manger of PUD and feels it was very positive.

Building code updates will be brought before the Council at the next meeting.

Three applications were received for the Lateral Police Officer position to establish a list. Oral boards will be on the 26<sup>th</sup>.

An on call Background Services Agreement will be coming before the Council at the next meeting for approval. Mark Duxbury has agreed to provide this service to the City.

A draft agreement with the Library has been received and is currently being reviewed by the City Attorney. The Library is requesting a 10 year term.

A phone conversion will be taking place on April 2<sup>nd</sup>.

A safety assessment for Safe Streets to Schools is being worked on. RTPO & TEDD have funding available. Administrator Gribi has met with Public Director North and Police Chief Nelson to see what areas need improved safety measures.

The Mayor and Administrator Gribi met with Catholic Charities regarding a housing project today and possible available property in the City.

The Creative District has chosen to work with Ione and Chewelah. They agreed to work together and support each other. Their next meeting will be at noon at the Hospitality House.

A new server will be purchased this year and is within budget. Because the City moved their Microsoft licenses to Vision, it reduced the monthly charge for the server to be hosted by the Cloud. The cost will be \$3,100 per year and will be a long term solution.

Councilmember Zorica moved to allow Administrator Gribi to purchase a piece of equipment for the Wastewater Treatment Plant in an amount up to \$10,000 to move the bio solids trailer; Councilmember Longly seconded. Motion carried.

### **NEW BUSINESS:**

Councilmember Sears moved to allow Administrator Gribi to sign a letter committing the City of Newport to partner in the update to the Pend Oreille County Hazard Mitigation Plan and apply her time working on the plan as part of the in-kind local match to the grant that is funding the project; Councilmember Spring seconded. Motion carried.

Councilmember Sears moved to approve Task Order 2024-01 with J-U-B Engineers, Inc., for professional services to finalize the RV Park Binding Site Plan on a lump basis of \$6,000.00; Councilmember Longly seconded. Motion carried.

A law enforcement report was given to the Council for their review.

### **BILLS & PAYROLL:**

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

2024 CLAIMS CHECKS 66145-66173	\$69,823.65
2024 CLAIMS EFT 03/11/2024 Run 1-10	\$32,348.39
2024 CLAIMS DIRECT PAY 03/11/2024 Run 1-7	\$5,807.40
PAYROLL E-CHECKS 1603-1611; Dir Deposit Run 03/04/2024	\$78,927.43

### **ADJOURNMENT:**

The meeting was adjourned at 6:35 PM.	
Attest:	By:
Nickole North, MMC, CPFA Clerk/Treasurer	Keith Campbell Mayor

### City of Newport Job Description

Job Title:

On Call Background Investigator

Department:

Police

Reports To:

Police Chief

FLSA Status:

Non-Exempt \* Non Benefited Employee\*

Wage Hours \$40 per hour as needed

Established Date:

April 1, 2024

### **SUMMARY**:

This position is primarily responsible for performing background investigations for new offers of employment within the Police Department.

ESSENTIAL DUTIES AND REPSONSIBILITIES include the following and any other duties that may be assigned:

- > Acts as a team player by interacting in a courteous, efficient and helpful manner.
- > Coordinate appointments with former employers, friends and neighbors.
- > Evaluate information from prior employment of applicants.
- > Complete interviews of any party needed to complete investigations.
- > Write reports and summaries of information found and submit to Police Chief.
- Maintain security of records and files.
- > Performs related duties as assigned.

### SUPERVISORY RESPONSIBILITIES:

This position has no supervisory responsibilities.

### **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Must be able to keep sensitive investigation matters confidential.

Must be a citizen of the United States of America who is proficient in understanding and communicating the English language clearly, concisely and effectively both orally and in written form.

Have not been convicted under the laws of Washington State or any other state within the United States of any felony.

Have not been convicted of any crime of "domestic violence" as per Federal and State law.

Have not been convicted of a gross misdemeanor and/or any crime involving moral turpitude within five (5) years of the date of application.

Ability to conduct a thorough background investigation of police candidates and prepare a satisfactory background investigation report to be submitted to the Police Chief, Polygraph Examiner, Psychologist.

### CERTIFICATES, LICENSES, REGISTRATIONS:

- Must possess a current Washington or Idaho State Driver's License
- > Be able to pass background, fingerprinting and CJIS Security Awareness Training

### EDUCATION and/or EXPERIENCE:

- ➤ High school diploma or general education degree (GED).
- > History and professional training in performing background investigations.
- ➤ Prefer a minimum of three (3) years supervisory/administrative experience with a federal, state, or local law enforcement agency.

### LANGUAGE SKILLS:

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write comprehensive reports for professional review. Ability to interview prior employers and review prior personnel files. Ability to keep all information confidential during and after investigation.

### 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 use hands to finger, handle, feel and reach with hands and arms. The employee frequently is required to stand and talk or hear. The employee is occasionally required to walk, drive and sit. Specific vision abilities required by this job include close vision.

### WORK ENVIRONMENT:

While performing the duties of this job, the noise level in the work environment is usually moderate.

### City of Newport Job Description

Job Title: Entry Level Police Officer

Department: Law Enforcement
Reports To: Chief of Police
FLSA Status: Non-Exempt

Prepared By: City Clerk/Treasurer

Approved: April 01, 2024

### **SUMMARY:**

As an entry level Police Officer, you will be required to perform a variety of law enforcement duties under the direct supervision of the Chief of Police. These duties include the protection of life and property, enforcement of laws and municipal codes, investigating crimes, and maintaining civil order within the community. The employee will need to be able to work independently at times being able to exercise good judgment and decision-making skills. There will be times that the employee will be required to work in hazardous conditions that will require mental and physical fortitude. The employee will be assigned to shift work and may be required to work other than a normal work week.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following and other duties that may be assigned:

- Patrol the city of Newport within a patrol vehicle and/or on foot to deter and discover crime, conduct on-scene investigations at crime scenes, aid persons in trouble, and render other public services, as needed.
- Enforce traffic and parking laws/codes; investigate accidents; operate a radar unit to discover speed violations; issue citations to violators; serve warrants of arrest, arrest persons, and secure their custody; complete necessary reports concerning alleged crimes, circumstances of arrest, evidence discovered, and witness interactions.
- Respond to reports of possible crime and take action as the situation requires to secure the scene; interview victims, witnesses, and suspects; gather evidence, locate, interview, and arrest suspects; investigate persons suspected of being engaged in crime; locate and secure evidence pertaining to alleged crime; arrest suspects based on a probable cause standard.
- Report to scenes of accidents; administer first aid and summon aid and other patrol units for assistance in treating injured persons and controlling the scene; make general drawings of accident scenes; complete standard accident reports; make arrests as the situation warrants.
- Provide information to the public concerning laws and ordinances.

- Develop community contacts to obtain information about crimes and issues affecting the community; maintain contact with the public to promote the community policing philosophy of the Agency.
- Complete additional investigations as determined necessary by prosecution; be prepared
  when interviewed by the defense or other investigators regarding investigations; testify
  in court.
- Respond to potentially violent events where a physical encounter may occur and/or where citizens may become violent towards the responding officer, which may necessitate the use of force.
- Assist with on-the-job training and education of external agency peers, coworkers, and supervisors; instruct in-service or specialty training sessions in specialized discipline, such as criminal procedures, reality-based training, defensive tactics, firearms, emergency vehicle operations, etc.
- Maintain personal hygiene and appearance in a manner that projects a professional image appropriate for the Agency and assignment in accordance with Agency policy.
- Learn to exercise powers of arrest and control, learn to defend self and use force and
  deadly force, enforces motor vehicle laws; operates vehicle under emergency conditions
  and provides emergency assistance; responds to crime scenes and performs criminal
  investigations; participates in special operations.
- Performs related duties as required.

### SUPERVISORY RESPONSIBILITIES:

This job has no supervisory responsibilities.

### **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Must be a citizen of the United States or a lawful permanent resident who can read and write the English language.
- Must be a minimum age of 21 at the time of appointment; however, may test at age 20, as long as applicant turns 21 during the life of the eligibility list.
- Must have a current valid driver's license.
- Must not have been convicted under the laws of the state, another state, or the U.S. of a felony. Must not have been convicted of a gross misdemeanor or any crime involving state or the U.S. of a turpitude within five (5) years of the date of application.
- Physical requirements for this position, including eyesight, hearing, and other physical abilities are consistent with state law and guidelines.

- A thorough background investigation will be conducted which requires a satisfactory background investigation, polygraph examination, psychological examination, and a physician's examination with drug testing.
- Must meet a sixty (60) minute response time to Newport city limits from their residence.

### EDUCATION and/or EXPERIENCE:

- Must possess a high school diploma or GED that qualify under the Washington Criminal Justice Training Commission's Standards for attendance at commission sponsored schools.
- Applicant must successfully complete the Washington State Basic Police Academy within one year of employment.

### LANGUAGE SKILLS:

- Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents.
- Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community.
- Ability to write speeches and articles for publication that conform to prescribed style and format.
- Ability to effectively present information to top management, public groups, and/or boards of directors.
- Ability to obtain information through interrogation and observation and ability to remember names, faces, and details of incidents.

### **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 solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Ability to understand and carry out oral and written instructions and to prepare clear, accurate, and comprehensive reports.
- Ability to deal courteously, but firmly, with the public.

### PHYSICAL DEMANDS:

All applicants must pass the physical ability test (PAT).

• 20 pushups in 90 seconds

- 25 sit-ups in 90 seconds
- 35 Squat Thrusts in 3 minutes

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.

- The employee frequently is required to stand, walk and at times run.
- The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.
- The employee must have enough body movement to move quickly with force such as to physically restrain or subdue suspects.
- The employee must have enough manual strength and dexterity to load, operate, and fire a variety of firearms.
- The employee must occasionally lift and/or move up to 100 pounds.

### WORK ENVIRONMENT:

- While performing the duties of this job, the employee is frequently exposed to wet and/or humid conditions, outside weather conditions, extreme cold, and extreme heat.
- The employee is occasionally exposed to moving mechanical parts; high, precarious places; and fumes or airborne particles.
- The noise level in the work environment is usually moderate.

### RESOLUTION NO. 20240401

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, the CITY ACCOUNTING CLERK has been appointed as the Fixed Asset Manager for the City of Newport; and,

WHEREAS, the CITY ADMINISTRATOR determined these items as obsolete and, WHEREAS, the CITY ACCOUNTING CLERK following City Resolution NO. 50712 has listed out property owned by the City of Newport (the "City"), identified as:

Tag#	Description	Serial Number
Not taggable- W	Handheld – Archer 2 – Route 1	161259
Not taggable- W	Handheld – Archer 2 – Route 2	161194
1385-CH	23" Acer Montior	G236HL
1449-CH	Brother Printer	U64641H7JI49145
1012-PW	DeWalt Reciprocating Saw	058137/200306DB
1201-PW	Speed Air Compressor	2762018744
923-PW	2 Ton Floor Jack	
1026-PW	Stihl Chainsaw Model 361	264269596
283-PW	Briggs & Stratton 8HP Generator	HN0220488
1327-PW	Portable Air Compressor	2503002143
1121-PW	INF155 Scout 1-I.R. Thermometer	
1343-PW	Rigid See Snake Micro	
1392-PW	Floor Fan Chicago Electric 24"	
1473-WW	HP multi-function	VNBL9M6HN
1402-WW	Napa Automatic	85-001
839-WW	Fryite cl2 tester	
1495-WW	Hp Laser Jet Pro Printer	VNbkn5c288
985-F	CPU- Dell	GWSNG21
1356-F	HP Printer	CN9BHD7l55
313-F	Jose reds Carb Cutter	546091133
1207-F	Stihl Chainsaw MS -260p	270658817

hereafter being referred to as the "Equipment", that is no longer needed for City purposes; and,

WHEREAS, the CITY ACCOUNTING CLERK intends that the City shall receive fair market value for the Equipment; 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:

<u>Section 1.</u> 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 auction.

PASSED AND APPROVED this 1st day of April 2024.

	CITY OF NEWPORT, WASHINGTON
ATTEST:	Mayor Keith Campbell
City Clerk/Treasurer Nickole North	

City of Newport 2-E-892(007)-1 2024 Chip Seal Multiple Locations

### STATE OF WASHINGTON TRANSPORTATION IMPROVEMENT BOARD AND City of Newport AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2024 Chip Seal, Multiple Locations (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 \$125,000, 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 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) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

### 4.0 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.

### 5.0 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.

### 6.0 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.

### 7.0 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.

### 8.0 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.

### 9.0 DEFAULT AND TERMINATION

### 9.1 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.

### 9.2 DEFAULT

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

Fuel Tax Agreement Page 2 of 5 November 2012



- 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.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, 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.

### 9.4 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.

### 10.0 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 9. 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.

### 11.0 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.

Fuel Tax Agreement Page 3 of 5 November 2012

### 12.0 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.

### 13.0 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.

### 14.0 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.



### 15.0 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.

### 16.0 RECORDS MAINTENANCE

Approved as to Form

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.

Attorney General				
Ву:				
Signature on file				
Guy Bowman Assistant Attorney General		:		
Lead Agency		Trans	portation Improvem	ent Board
Chief Executive Officer	Date	<u> </u>	Executive Director	Date
Print Name		_	Print Name	

Agency Name Project Name: NEWPORT 2024 Chip Seal Multiple Locations TIB Project Number: 2-E-892(007)-1

Verify the information below and revise if necessary. Submit by emailing this completed form to your TIB Region Engineer.

### PROJECT SCHEDULE

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1	act	Cont		oval	ion Appro	nstructio

### PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
NEWPORT	6,579	
WSDOT	0	
TOTAL LOCAL FUNDS	6,579	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director		
Signature	Date	
Printed or Typed Name	Title	
Financial Officer		
Signature	Date	
Printed or Typed Name	Title	

## CITY OF NEWPORT VOUCHER REPORT

# DATE: April 1, 2024 (First Council Meeting Run)

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

Claims Checks 66174-66189 \$112,496.28

EFT 3/22/2024: 1-8 \$16,819.15

Direct Pay 3/22/2024: 1

Grand Total of all Claims

\$131,641.11

Deputy City Clerk/Treasurer:

# **Voucher Directory**



Fiscal: : 2024 - April Council Date: : 2024 - April - 1st Council Meeting

Albeni Machine Shop		
66174	2024 - April - 1st Council Meeting	eting
	Invoice - 22163	
	410-000-000-534-34-31-00	Office & Operating Supplies \$527.16
	Metal for racks for wwtp pickup	
	Total Invoice - 22163 Invoice - 22164	\$627.16
	001-000-000-576-	upplies \$376.08
	racks for	
	101-000-000-543-30-31-00 Operating Supplies	\$376.08 \$376.08
	Metal for racks for Dave's truck 440,000,534-34-00	Dave's truck Office & Operating Supplies \$376.08
	acks for	
	22164	\$1,128.24
	INVOICE - ZZ103 101_000_542_63_48_00 Street Light	Street Light Repair & Maint.
	ck repair	
	Total Invoice - 22165	\$448.85
	Invoice - 22166	
	101-000-000-542-63-48-00	Street Light Repair & Maint.
	Repair State Sign Post	
	Total Invoice - 22166	\$600.00
	Invoice - 2210/ 404 000 543-30-31-00 Operation Supplies	\$282.11
	p spread	
	Total Invoice - 22167	\$282.11
	Invoice - 22168	
	101-000-000-542-63-48-00	Street Light Repair & Maint. \$1,050.00
	Repair 3 light posts	6
	Total Invoice - 22168	\$1,050.00 \$4.426.36
Total 66174 Total Albeni Machine Shop		\$4,136.36 \$4,136.36
AT&T Mobility - AUTO PAY EFT Payment	AUTO PAY EFT Payment 3/22/2024 11:34:40 AM - 1 2024 - April - 1st Council Meeting	eeting
	02/26/2024 AT&T Statement 001-000-000-513-10-42-00 Communications	ations \$91.50

Printed by NEWPORT\Tiffany on 3/22/2024 11:42:12 AM

Voucher Directory

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Vandor Number	Reference	Account Number	PERMINER	Ameuni
		001-000-000-521-20-42-00	Communications SRO Expenses	\$85.79
		001-000-000-521-20-42-00	Communications	\$484.82
		001-000-000-576-80-42-00	Communications	\$45.75
		101-000-000-543-30-42-00	Communications	\$91.50
		410-000-000-534-34-42-00	Communications	\$101.62
		411-000-100-535-35-42-00	Communications	\$137.25
Total EFT Pavm	Total 02/26/2024 AT&T State Total EFT Pavment 3/22/2024 11:34:40 AM - 1	//26/2024 AT&T Statement 2024 11:34:40 AM - 1		\$1,038.23 \$1,038.23
Total AT&T Mobility - AUTO PAY	<b>&gt;</b>			\$1,038.23
Barr Tech LLC				
66175		2024 - April - 1	2024 - April - 1st Council Meeting	
	Invoice - 9433			
		411-000-100-535-35-41-03	Prof Services Sludge Hauling	\$3,200.95
	10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		Sludge Hauling and trailer rental	£2 200 Q5
Total Barr Tech I I C	lotal invoice - 9433	25		\$3,200.95 \$3,200.95 \$3,200.95
Canon Solutions America		1 in A 1 2000	And And Council Marting	
	Invoice - 32247020		B	
		001-000-000-513-10-48-01	Maintenance Copier	\$30.38
		001-000-000-521-20-48-01	Maintenance Copier	\$29.23
		001 000 000 021 20 10 01	1/4 Conjer I ease	06 69\$
		001-000-000-001-10-10-00-000	Define Conject cons	8424 OE
		70-07-12-186-000-000-100	Folice Copier Lease	00.42.00
		101-000-000-543-30-48-01	Maintenance Copier	\$50.38
		101-000-000-591-47-70-01	1/4 Copier Lease	\$69.89
		410-000-000-534-34-49-03	Maint. Agrmt- Copier Machine	\$30.38
		410-000-000-591-34-70-01	1/4 Copier Lease	68.69\$
		411-000-100-535-35-49-03	Maint Agrmt Copier Machine	\$30.38
		411-000-100-591-35-70-01	1/4 Copier Lease	68.69\$
	Total Invoice - 32247020	2247020		\$554.38
Total Canal Solutions America				\$554.38 \$554.38
Total Canon Solutions America				
Dept of Ecology				
66177			2024 - April - 1st Council Meeting	
	Invoice - 2024-64	- 2024-BAU022322		64 504 45
		411-000-100-535-35-49-04 DOE Per	DOE Permits	CI.18C,14
	:			\$4 E04 4E
	Total Invoice - 2024-BA0022322	VOICE - 2024-BAU022322 - I All-WA-W473-24		C1:16C(1¢
		411-000-100-535-35-49-04	DOE Permits	\$600.00

Voucher Directory

Vandor Number	Reforence Account Nambe		Distribution	Amount
	Total Invoice - I All-WA-W473-24	Lab Accreditation	Lab Accreditation Fees 3/25/2024-3/24/2025	\$600.00
Total 66177 Total Dept of Ecology				\$2,191.15 \$2,191.15
Dr. Locksmith LLC 66178	Invoice - 10507	2024 - April - 1st Council Meeting	Council Meeting	į
Total 66178 Total Dr. Locksmith LLC	101-000-000-542-63-48-00 Re-keyed <b>Total Invoice - 10507</b>	2-63-48-00 Re-keyed locks	Street Light Repair & Maint.	\$217.54 <b>\$217.54</b> <b>\$217.54</b> <b>\$217.54</b>
Etter, McMahon, Lamberson, Van Wert, Oreskovich PC - EFT EFT Payment 3/22/2024 11:34:40 AM - 2 02/29/2024 Atty Statement 001-000 Total 02/29/2024 Atty State Total EFT Payment 3/22/2024 11:34:40 AM -	Etter, McMahon, Lamberson, Van Wert, Oreskovich PC - EFT  EFT Payment 3/22/2024 11:34:40 AM - 2  02/29/2024 Atty Statement  02/29/2024 Atty Statement  Total 02/29/2024 Atty Statement  Total 102/29/2024 Atty Statement  Total EFT Payment 3/22/2024 11:34:40 AM - 2  Total Etter, McMahon, Lamberson, Van Wert, Oreskovich PC - EFT	<b>2024 - April - 1st</b> 5-41-41-00	2024 - April - 1st Council Meeting 41-41-00 Prof Services - City Attorney	\$627.10 <b>\$627.10</b> <b>\$627.10</b>
Exbabylon - EFT  EFT Payment 3/22/2024 11  Invoice -  Total EFT Payment 3/22/20	EFT Payment 3/22/2024 11:34:40 AM - 3 2024 - Aṛ Invoice - 200737 001-000-000-511-30-41-00 Total Invoice - 200737 Total EFT Payment 3/22/2024 11:34:40 AM - 3 - EFT	<b>2024 - April - 1st</b> 1-30-41-00	2024 - April - 1st Council Meeting 30-41-00 Professional Service	\$32.31 <b>\$32.31</b> <b>\$32.31</b>
Exbabylon Physical Security 66179		2024 - April - 1st	2024 - April - 1st Council Meeting	
	Invoice - 200293 001-000-000-514-20-42-00 001-000-000-521-20-42-00 101-000-000-543-30-42-00 410-000-000-534-34-42-00 411-000-100-535-35-42-00	4-20-42-00 21-20-42-00 13-30-42-00 34-34-42-00 55-35-42-00	Communications Communications Communications Communications Communications	\$15.62 \$15.62 \$15.62 \$54.66 \$54.65
Total 66179 Total Exbabylon Physical Security	Total Invoice - 200293 urity			\$156.17 \$156.17 \$156.17

Michigan	Polarence Asserting Namber		Amount
Excess Portable Toilets, LLC 66180	2024 - April - 1st 4 Excess Portable Statement 410-000-000-534-34-41-00 WTP Toilet Jan ar	Council Meeting Professional Services nd Feb	\$200.00 \$200.00
Total Excess Portable Toilets, LLC	ТС		\$200.00 \$200.00
Grainger 66181	2024 - April - 1st Council Meeting Invoice - 9048695069 411-000-100-535-35-48-00 Repair & Mainten	Council Meeting Repair & Maintenance	\$24.75
Total 66181 Total Grainger	Total Invoice - 9048695069		\$24.75 \$24.75 \$24.75
Howe, Kelly 66182	2024 - April - 1st Council Meeting Park Deposit Refund Kelly Howe 001-000-582-10-00-00 Park Deposit Ref	Council Meeting Park Deposit Refund al deposit refund	\$50.00
Total 66182 Total Howe, Kelly	iotal Park Deposit Reluitu Reliy nowe		\$50.00 \$50.00
ldaho Rigging, Inc. 66183	ril - 1 <b>st</b> pairs	Council Meeting Repair & Maintenance	\$182.59
Total 66183 Total 66183	T01-000-000-543-30-48-00  Loader repairs 410-000-000-534-34-48-00  Repair & Loader repairs  Total 02/29/2024 Idaho Rigging Statement	Equipment Maintenance Repair & Maintenance	\$182.59 \$547.78 \$547.78
J.A. Sewell & Assoc., LLC 66184	<b>2024 - April - 1st Council Meeting</b> Invoice - 24NP02 001-000-000-558-50-41-00 Professional Serv	seoi	\$3,614.41

Vendor Number	r Reference	Account Number	Dascription	Amount
A. Sewell		Building Permit Services - 24NP02	Services	\$3,614.41 \$3,614.41 \$3,614.41
Pitney Bowes Bank Reserve Account - AUT EFT Payment 3/22/2024 11: 02/29/2024 Total 02/2	nk Reserve Account - AUTO PAY EFT Payment 3/22/2024 11:34:40 AM - 4 02/29/2024 Pitney Bowes Sta 001-000-0 101-000-0 410-000-0 Total 02/29/2024 Pitney Bow	es Statement 000-000-514 000-000-543- 000-100-534 7 Bowes Stat	2024 - April - 1st Council Meeting t 20-42-00 Communications 30-42-00 Communications 35-42-00 Communications ement	\$100.00 \$100.00 \$400.00 \$400.00 \$1,000.00
lotal Pitney Bowes Baink Reserve Account Pitney-Bowes -AUTO PAY EFT Payment 3/22/2024 11	es bain neserve Account - A UTO PAY EFT Pavment 3/22/2024 11:34	:34:40 AM - 5 2024 - April - 19	2024 - April - 1st Council Meeting	
	Invoice - 3/2	1:11 AM 000-000-514-	Office & Operating Supplies	\$50.16
		postage meter ink 101-000-000-543-30-31-00	nk Operating Supplies	\$50.15
		postage meter ink 410-000-000-534-34-31-00	nk Office & Operating Supplies	\$50.15
		postage meter ink 410-000-000-534-34-31-00	ink Office & Operating Supplies	\$50.15
Total EFT Payn Total Pitney-Bowes -AUTO PAY	힅	postage meter ink Total Invoice - 3/22/2024 8:44:11 AM int 3/22/2024 11:34:40 AM - 5	¥	\$200.61 \$200.61 \$200.61
PO CO Corrections 66185			2024 - April - 1st Council Meeting	
Total 66185 Total PO CO Corrections	185	January 2 <b>024</b> Prisoner Meds 001-000-000-523-60-41-01 Total January 2024 Prisoner Meds	Prisoner Medical Costs	\$70.00 <b>\$70.00</b> <b>\$70.00</b>

				Charles of the latest and the latest
Vendor Public Utility District -AUTO PAY	Reference	No.	Describition	Singific
EFT Payment 3/22/2024 11:3		2024 - April - 1s	2024 - April - 1st Council Meeting	
	02/29/2024 PUD Statement	513-10-47-00	3 d d	\$147.30
	-000-000-100	001-000-000-515-10-47-00		\$436.18
	001-000-000-	001-000-000-522-50-47-10	Utilities	\$436.18
	000	71	Fire Department SPOFR	6180 40
	-000-000-100	001-000-000-578-80-47-00	Oullines RV Park	0t:00 →
	-000-000	001-000-000-576-80-47-00	Utilities	\$537.09
	101-000-000-	101-000-000-542-63-47-00	Street Lighting	\$1,899.68
	410-000-000-	410-000-000-534-34-47-00	Public Utilities	\$2,895.23
,	411-000-100-	411-000-100-535-35-47-00	Public Utilities	\$5,830.52
	Total 02/29/2024 PUD Statement			\$12,371.58
Total EFT Payment 3/22/202	22/202			\$12,371.58 \$12,371.58
Reiner Pump Systems				
66186		2024 - April - 1	2024 - April - 1st Council Meeting	
	Invoice - CKW141WA 444-000-100	<b>VA</b> 411-000-100-594-35-60-01	Can Outlay Covid 19 Sewer	\$96.374.27
	1000-1-1	1000000	ARPA	
		Rigerflow variat	Rigerflow variable speed water booster system	
	Total Invoice - CRW141WA	•		\$96,374.27
Total 66186				\$96,374.27
Total Reiner Pump Systems				\$96,374.27
SCJ Alliance - DIRECT PAY			:	
Direct Pay Payment 3/22/20	yment 3/22/2024 11:32:14 AM - 1	2024 - April - 1	2024 - April - 1st Council Meeting	
	Invoice - 75839			¢1 808 £8
	001-000-000	001-000-000-558-50-41-00 Occasion	Professional Services	00.060,14
		General Pianing	Đ.	¢1 808 68
	lotal Invoice - 75839			) 
	INVOICE - / 5640	001-000-558-50-41-00	Professional Services	\$427.00
		Engineering on-call services	-call services	
	Total Invoice - 75840			\$427.00
Total Direct Pa		1-1		\$2,325.68
Total SCJ Alliance - DIRECT PAY	AY			\$2,325.68
Smith & Loveless, Inc		:	:	
66187	23377	2024 - April - 1	2024 - April - 1st Council Meeting	
		411-000-100-535-35-48-00	Repair & Maintenance	\$613.59

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Vendor	Number	Reference Account Numb		Daserlotten	Amount
	Total 66187	Total Invoice - 175662	Parts for grit pump		\$613.59 \$613.59
Total Smith & Loveless, Inc	veless, inc				60.010¢
Spokane House of Hose Inc 66188	of Hose Inc 66188	3300701	2024 - April - 1st	2024 - April - 1st Council Meeting	
		101-000-543-30-48-00 Water Tr	3-30-48-00 Equipmer Water Truck parts for repair	Equipment Maintenance for repair	\$511.20
Total Spokane H	Total 66188 Total Spokane House of Hose Inc	Total Invoice - 1048366	-		\$511.20 \$511.20 \$511.20
USA Bluebook	66189		2024 - April - 1st	2024 - April - 1st Council Meeting	
Tota Total USA Bluebook	Total 66189 nook	Invoice - zaudas 411-000-100-535-35-31-00 Total Invoice - 290085	55-35-31-00	Office & Operating Supplies	\$33.73 <b>\$33.73</b> <b>\$33.73</b>
Vimly Benefit Sc	Vimly Benefit Solutions, Inc EFT EFT Payment 3/22/2024 1	:T 22/2024 11:34:40 AM - 7 April 2024   FOFE1	2024 - April - 1st	2024 - April - 1st Council Meeting	
		001-000-521-20-20-00	21-20-20-00	Benefits	\$0.02
		rounding (001-000-000-521-20-20-00	rounding adjustm 21-20-20-00	rounding adjustment correction October 2023 20-20-00 Benefits	\$724.20
		KBowmar 001-000-521-20-20-00	KBowman 2nd half of March 21-20-20-00 Benefits	alf of March Benefits	(\$0.04)
Total Vimiv Ben	Total / Total EFT Payment 3/22 Total Vimly Benefit Solutions, Inc EFT	April 2024 LE 2/2024 11:34:	rounding adjustm 21-20-20-03	rounding adjustment correction March 2024 :20-20-03 Leoff I Med Insur/LifeFlight	\$775.14 \$1,499.32 \$1,499.32 \$1,499.32

Vendor Number	Reference Account Nun	nber Description	Ameuni
WA State - DRS/DCP - EFT			
<b>EFT Payment 3/22/2024</b>	nt 3/22/2024 11:34:40 AM - 8	2024 - April - 1st Council Meeting	
	DCP KBowman March 2024		
	001-000-000-	001-000-000-521-20-20-00 Benefits	\$50.00
		1st Half March DCP K Bowman	
	Total DCP KBowman March 2024	24	\$50.00
Total EFT Pa	Total EFT Payment 3/22/2024 11:34:40 AM - 8		\$50.00
Total WA State - DRS/DCP - EFT	<b>—————————————————————————————————————</b>		\$50.00
Grand Total	Vendor Count	25	\$131,641.11

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### CITY OF NEWPORT

### PAYROLL CHECK REGISTER

PAYDAY: March 25, 2024

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. 1612 through No. 1620 as well as the Direct Deposit run 3/18/2024 for employees are approved for payment in the amount of \$82,358.01 this 1st day of April, 2024.

Councilmember _						
Councilmember _						
Councilmember _						
Councilmember _						
Councilmember _						
×						
City Deputy Clerk/	Treasurer	1.60	inser	/	3/18/24	

### Register

umber	THE PROPERTY OF THE PROPERTY O	Fiscal Description	Amount
12		2024 - March - 2nd Council Meeting	\$3,306.47
13		2024 - March - 2nd Council Meeting	\$877.50
1 7 2	Dept of Retirement Systems	2024 - March - 2nd Council Meeting	\$8,051.83
15		2024 - March - 2nd Council Meeting	\$13,577.62
316		2024 - March - 2nd Council Meeting	\$113.27
317		2024 - March - 2nd Council Meeting	\$239.37
1618		2024 - March - 2nd Council Meeting	\$303.99
319	Idaho State Tax	2024 - March - 2nd Council Meeting	\$576.00
12		2024 - March - 2nd Council Meeting	\$14,115.88
irect Deposit Run -		2024 - March - 2nd Council Meeting	\$41,196.08
/18/2024			\$82,358.01