

NEWPORT CITY COUNCIL AGENDA

December 19, 2022 AT 6:00 PM

INTRODUCTION

The City of Newport, Washington, is a Mayor/Council form of government and is a code city. Essentially, Newport conducts its day to day business within the State of Washington laws, RCW 35A, that govern optional municipal code cities. The Newport City Council is called to order by the **Mayor** and all business of the City is conducted in accordance with State of Washington laws and Newport Resolution number 10410 City Council Rules of Procedure, adopted January 04, 2010. If you require any reasonable accommodation to participate in the council meeting, please contact the City at (509) 447-5611 forty-eight (48) hours prior to the meeting.

YOUR ELECTED OFFICIALS

MAYOR KEITH CAMPBELL

COUNCILMEMBER JAMI SEARS

COUNCILMEMBER KENNETH SMITH

MAYOR PRO TEM MARK ZORICA

COUNCILMEMBER JORDAN BOWMAN

COUNCILMEMBER NATHAN LONGLY

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

AMENDMENTS & APPROVAL OF AGENDA & MINUTES

MAYOR & COUNCIL COMMENTS:

Cancelation of the first Council Meeting in January - Mayor Campbell

AUDIENCE PARTICIPATION:

CITY ADMINISTRATOR COMMENTS:

OLD BUSINESS:

Continued Public Hearing on Budget Amendments – Nickole North, City Clerk/Treasurer

Continued Public Hearing to review the 2023 annual budget – Nickole North, Clerk/Treasurer

NEW BUSINESS:

Motion to approve Ordinance 2108 amending the fiscal year 2022 budget – Nickole North, Clerk/Treasurer

Motion to approve Ordinance 2109 adopting the fiscal year 2023 budget – Nickole North, Clerk/Treasurer

Motion to update the Code Enforcement Officer job description to Police Clerk – Abby Gribi, City Administrator

Motion to approve Amendment NO.1 to Agreement NP2022-19 to provide interim City Attorney Services – Abby Gribi, City Administrator

Motion to approve the employment agreement with Wade Nelson as Chief of Police for the City of Newport - Abby Gribi, City Administrator

Motion to approve Agreement NP2023-03 with Pend Oreille County for Jail Services for 2023-2025 – Abby Gribi, City Administrator

Motion to approve Agreement 2-E-892(005)-1 Transportation Improvement Board (TIB) award in the amount of \$370,017 with a 19,474 match – Abby Gribi, City Administrator

BILLS & PAYROLL:

CLAIMS CHECKS 65359-65393	\$292,248.65
CLAIMS CHECKS 65363, 65377, 65382, 65384, 65389, 65390	VOID
CLAIMS EFT 12/14/2022 Run 1-6	\$130,956.16
CLAIMS DIRECT PAY 12/14/2022 Run 1-7	\$7,400.00
PAYROLL E-CHECKS 1347-1354; Dir Deposit Run 12/07/2022	\$75,221.76

ADJOURNMENT:

MINUTES OF THE NEWPORT CITY COUNCIL MEETING ON
December 05, 2022

A meeting of the Newport City Council was held on December 05, 2022, 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
Jordan Bowman		Councilmember
Jami Sears		Councilmember
Mark Zorica		Mayor Pro Tem
Nathan Longly		Councilmember

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

APPROVAL OF AGENDA & MINUTES:

Councilmember Zorica moved to approve the agenda and the minutes from the November 21, 2022 Council Meeting; Councilmember Sears seconded. Motion carried.

MAYOR AND COUNCIL COMMENTS:

Mayor Campbell thanked the Chamber and Centennial Plaza for their help with the Tree Lighting Ceremony. Councilmember Zorica stated that the tree looked nice and he thanked Sue Mauro who continues to make the event better every year.

Mayor Campbell also stated that the New Health groundbreaking was today and it was very well attended.

Mayor Campbell thanked Public Works Director North and his crew for the long hours they have been putting in with snow removal and moving berms. He expressed what a great job they are doing. Councilmember Zorica also stated that with a business perspective the snow removal has been great. Councilmember Bowman stated that with the large amount of snow that we received and being understaffed and 7 hours of steadily falling snow, the crew did well. He also read a section of an RCW pertaining to driving on ice which can be a penalty of \$139 for driving too fast for conditions and reminded everyone to drive slowly.

AUDIENCE PARTICIPATION:

Robert Rosencrantz, Pend Oreille County Commissioner, residing at 615 W. Pine #14, Newport, WA stated that Pend Oreille County has agreed to award the City of Newport ARPA funds to assist with rehabbing two city wells. The total amount awarded for the wells is \$46,606.

CITY ADMINISTRATOR COMMENTS:

City Administrator Gribi introduced Paul VanEtten to the Council as the newly hired Street Maintenance Worker for the City.

Attorney interviews have been started and will be completed tomorrow.

Police Chief interviews will take place on Thursday with two applicants.

The Planning Commission public hearing regarding the Quail annexation will take place at 5:30 PM on Monday December 12th.

Ms. Gribi is meeting with West Bonner Sewer District tomorrow regarding a funding strategy to pay for their portion of a new Wastewater Treatment Plant. She is also meeting with Andrew who works with Cathy McMorris Rogers regarding possibly getting federal funds to assist with the sewer plant as well. An Eastern Washington outreach coordinator will also be meeting with Ms. Gribi regarding possible Wastewater Treatment Plant assistance.

A meeting is scheduled for December 15th with an engineer to look over the fire hall and convert it to a public safety building.

There will be a staff holiday party on December 16th which will be a potluck. For any of the Council wishing to attend, please contact Abby.

The exit conference with the Washington State Auditor will be at 1:00 PM on December 8th. There were no findings. She asked the Council to let her know if they would like to attend the exit conference.

The current job description for the Code Enforcement Officer has been changed to more of an emergency management, police clerk, evidence type position. An updated job description will be coming before Council at the next Council Meeting.

Department of Commerce and Ecology will be meeting with Ms. Gribi on December 16th regarding shoreline restoration by the fallout at the City's Wastewater Treatment Plant. Ms. Gribi is working through the permitting process to take care of the erosion.

Washington State Transportation Improvement Board has notified Ms. Gribi today that the City has been awarded a grant to assist with overlaying multiple street locations within the City of Newport. This project is \$370,017 and will be focusing on 2nd, 3rd, 4th, North Washington and Fea. Much of the work will be done inhouse and working with Pend Oreille County.

OLD BUSINESS:

The water overage waive request for Kathy Bennet was brought up again but again she did not attend so the matter was dropped. The Council is open to hearing her concerns if she would like to attend.

A public hearing on budget amendments was continued from the 11/21/22 Council Meeting. The hearing was reopened at 6:22 PM. Because Clerk/Treasurer North is still waiting on a decision from the County Commissioners ARPA fund request, she asked that the hearing be continued once again to the next meeting. She stated that the only two amendments at this time will be to move the budgeted ARPA funds between funds as needed and increasing the planning professional services line item to cover planning costs that were not invoiced until this year for last year's services. The hearing was continued at 6:23 PM.

NEW BUSINESS:

A public hearing to review the 2023 annual budget was opened at 6:24 PM. Clerk/Treasurer North reviewed the 2023 proposed budget with the Council. Auditor recommendation for ending cash is in compliance. Liability insurance continues to increase around 35% annually. A 3% COLA was approved by Council previously to be included in this budget. The monthly benefit cap of \$1800 will be the same for 2023. There was around a 4.5% medical insurance increase but the amount to insure an employee and their spouse for medical insurance is still under the \$1800 cap. The tax allocation will remain 60% Current Expense and 40% Streets. \$109,250 was allocated to reserves in 2023 with \$70,000 taken out of Current Expense reserves to purchase a new patrol vehicle for the Police Department. The overall budget has decreased due to projects being completed. Ms. North asked the Council to consider increasing taxes to increase street department revenues. For the past two years, the expenditures have been \$200,000 more than the revenues coming in. This budget has cut the street budget back to what it was in the year 2019 to be able to balance the budget and be in compliance with Auditor recommendation for ending cash. This makes this department budget very tight. Additional revenue is needed. The hearing was continued to the next meeting at 6:29 PM.

BILLS & PAYROLL:

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

CLAIMS CHECKS 65348-65356 & 65358	\$54,569.46
VOID CHECKS 65342-65347 & 65357	
CLAIMS EFT 11/17/2022 Run 1-5	\$108,294.23
PAYROLL EFTS 1339-1346 & DIRECT DEPOSIT 11/19/2022	\$71,213.84

ADJOURNMENT:

The meeting was adjourned at 6:29 PM.

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

By: _____
Keith Campbell
Mayor

ORDINANCE NO. 2108

**AN ORDINANCE OF THE CITY OF NEWPORT, WASHINGTON, AMENDING
THE FISCAL YEAR 2022 BUDGET**

WHEREAS, The City Council has reviewed the City Clerk's request to amend the fiscal year 2022 budget to reflect necessary revenue and expenditure changes occurring after adoption of the original 2022 budget, and

WHEREAS, notice of a public hearing to consider and discuss amending the 2022 fiscal year budget was given as required by law; and

WHEREAS, a public hearing was held and the public was given the opportunity to comment on the proposed budget amendment,

NOW THEREFORE, THE CITY COUNCIL DO ORDAIN AS FOLLOWS:

SECTION 1: The City of Newport's fiscal year 2022 budget reflecting anticipated revenues and expenditures is hereby amended as set forth in EXHIBIT A which is attached hereto and incorporated as if fully set forth herein.

SECTION 2: This ordinance shall be in full force and effect upon the signing hereof by the Mayor, attestation by the City Clerk and publication as required by law.

PASSED AND ADOPTED THIS 19th DAY OF DECEMBER, 2022.

By: _____
Keith Campbell, Mayor

ATTEST:

Nickole North, MMC, CPFA
City Clerk/Treasurer

APPROVED AS TO FORM:

Kendel Froese
City Attorney

EXHIBIT A

BUDGET AMENDMENT FOR THE FISCAL YEAR 2022

	<u>REVENUES</u>	<u>EXPENDITURES</u>
TOTAL BUDGET AT 01/01/2022	\$8,835,049.00	\$8,835,049.00
1. Fund 001 Current Expense	\$3,185,763.00	\$3,185,763.00
2. Fund 101 Street	\$1,131,000.00	\$1,131,000.00
3. Fund 103 Real Estate Excise Tax	\$253,500.00	\$253,500.00
4. Fund 109 Tourism	\$78,500.00	\$78,500.00
5. Fund 410 Water	\$2,243,117.00	\$2,243,117.00
6. Fund 411 Sewer	\$2,192,272.00	\$2,192,272.00
7. Fund 633 Clearing Fund	\$0.00	\$0.00
TOTAL AMENDMENTS	<u>\$249,103.00</u>	<u>\$249,103.00</u>
TOTAL BUDGET AT 12/19/2022	\$9,084,152.00	\$9,084,152.00

Sewer - \$100,151 decrease - COVID-19 Non-Grant Assistance was allocated differently than originally budgeted due to the need to rehab the city wells

Water - \$156,914 increase – COVID-19 Non-Grant Assistance was allocated differently than originally budgeted due to the need to rehab the city wells and PO County COVID-19 Non-Grant Assistance was received that was not budgeted to help with the well rehab project. Additional revenues not budgeted were received (water connection & water equip and supplies) and investment interest increased due to interest rate improvement.

Current Expense - \$192,340 increase - planning professional service budget was increased to cover planning costs from the previous year that wasn't invoiced until this year. Sales tax and building permit revenue in Current Expense were higher than allocated. Also, PO County COVID-19 Non-Grant Assistance was received that was not budgeted to help with the well rehab project. Investment interest increased this year due the interest rates improving.

ORDINANCE 2109

**AN ORDINANCE OF THE CITY OF NEWPORT, WASHINGTON ADOPTING THE FISCAL
YEAR 2023 BUDGET**

WHEREAS, required notices and public hearings have been held, and;

WHEREAS, the public has been provided the opportunity to comment on the estimated budget,

NOW THEREFORE, THE CITY COUNCIL DO ORDAIN AS FOLLOWS:

SECTION 1: The following revenues and expenditures for the specified funds are appropriated:

	REVENUES:	EXPENDITURES:
Current Expense	\$2,712,320.00	\$2,712,320.00
Street	\$1,367,091.00	\$1,367,091.00
Real Estate Excise Tax	\$299,000.00	\$299,000.00
Tourism Promotion	\$80,600.00	\$80,600.00
Water	\$1,999,000.00	\$1,999,000.00
Sewer	\$1,986,800.00	\$1,986,800.00
Clearing Funds	\$ 0.00	\$ 0.00
Total all funds:	\$8,444,811.00	\$8,444,811.00

SECTION 2: The Treasurer/City Clerk is hereby directed to move revenues and expenditures from line to line within these funds as necessary to administer this budget excluding the ending fund balances.

SECTION 3: The Treasurer/City Clerk is hereby directed to deposit 60% of property and sales tax revenue to the Current Expense fund and 40% of property and sales tax revenue to the street fund throughout the year as it is received in.

SECTION 4: This ordinance shall be in full force and effect beginning January 01, 2023.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NEWPORT,
WASHINGTON THIS 19th DAY OF DECEMBER, 2022.**

By: _____
Keith Campbell, Mayor

Attest: _____
Nickole North, Clerk/Treasurer

Approved as to form:

City Attorney Kendel Froese

City of Newport Job Description

Job Title: ~~Code Enforcement Officer~~ Police Clerk
Department: ~~Code Enforcement~~ Police
Reports To: City Administrator and Police Chief
FLSA Status: Non-Exempt
Approved: ~~November 24, 2008~~ December 19, 2022

SUMMARY:

The Police Clerk is responsible for assisting the public as they come to the Police Department and assisting in keeping orderly flow of communication and administration within the department.

~~The Code Enforcement Officer responds to animal cruelty and neglect charges and performs related duties to promote compliance with laws regulating animal treatment and parking and enforces City of Newport ordinances and limited State of Washington laws. Employee may be assigned to rotating shifts and may work other than a normal work week.~~

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following.

Being first contact to people needing assistance from Law Enforcement

Oversees Emergency Management for the city.

Is designated as the Public Records Officer for all Law Enforcement records

Identify and procure grants in line with the departments needs and mission.

Ensure department compliance with CJTC training requirements and keep records of all trainings in department.

Schedules outside agency formal specialty training courses as directed.

Produces and distributes weekly regional intelligence bulletin.

Maintains physical case records and evidence logs.

Orders and maintains all department related office supplies.

Assist with the department's technology needs, including assisting in managing social media and website needs and nixle.

Compiles, analyzes and disseminates intelligence gathered by local Law Enforcement.

Acts as the evidence custodian for all evidence gathered by Law Enforcement.

Assists Law Enforcement with clerical needs for code violations.

- ~~➤ Inspects property for abandoned or inoperative vehicles; issues notices for vehicle abatement if necessary; assists with removal of vehicles.~~
- ~~➤ Photographs nuisance sites and prepares notices and orders. Posts Notices and Orders on properties and may serve individuals with legal notices.~~
- ~~➤ Enforces downtown parking restrictions.~~
- ~~➤ Enforces compliance with the several City codes dealing with weeds, nuisances, graffiti, signs, sidewalk repair and right of way issues.~~
- ~~➤ Issues violation notices; follows up to determine compliance; refers violators to the City Administrator.~~
- Assists in preparing case reports for court or administrative proceedings; testifies in court and at administrative proceedings as necessary.
- ~~➤ Removes animals from inhumane conditions and drives vehicle to transport animals to shelter for treatment and care.~~
- Writes reports of activities.
- ~~➤ Issues citations when required.~~
- Responds to citizen complaints within scope of work.
- ~~➤ Picks up and disposes of dead or injured animals found or reported within the City limits.~~
- ~~➤ Assists in euthanasia and disposal of animals when directed.~~
- Must be able to maintain confidentiality of information and records.
- Acts as a team player with other City employees, Administration, and the elected officials by providing information necessary for the success of the individual's performance by interacting in a courteous, efficient and helpful manner. Must establish and maintain effective working relationships with citizens and co-workers contacted in the daily course of work.
- Responds to public inquiries in a courteous manner; provides information within the area of assignment; resolves complaints in an efficient and timely manner.
- ~~➤ Monitors and enforces Newport Municipal Code.~~
- Performs other duties as assigned.

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 have a current valid driver's license. Must be able to keep sensitive matters confidential.

EDUCATION and/or EXPERIENCE:

Six months to one year related experience and/or training. Police Clerk, Spillman, NIBRS, Word & Excel computer skills and report writing experience preferred.

LANGUAGE SKILLS:

Ability to read, analyze, and interpret common documents such as safety rules, operating and maintenance instructions, procedure manuals, and legal documents. Ability to write routine reports and correspondence. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to speak effectively before groups of customers or employees of organization.

MATHEMATICAL SKILLS:

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

REASONING ABILITY:

Ability to 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.

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, or feel; reach with hands and arms; and talk or hear. The employee frequently is required to stand; walk; sit; and stoop, kneel, crouch, or crawl. The employee is occasionally required to climb or balance and taste or smell. The employee must occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision and distance vision.

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee is regularly exposed to outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, extreme cold, and extreme heat. The noise level in the work environment is usually moderate.

**AMENDMENT NO. 1
TO
AGREEMENT TO PROVIDE
INTERIM CITY ATTORNEY SERVICES**

This Amendment No. 1 to Agreement to Provide Interim City Attorney Services (“Amendment No. 1”) is made between the City of Newport, Washington (the “City”) and Thrive Law PLLC, (“Thrive Law”) on this the 19th day of December, 2022, for the provision of interim city attorney services as more fully set forth below.

RECITALS:

The Parties entered into that certain Agreement to Provide Interim City Attorney Services (the “Agreement”) on August 15, 2022, for the purpose of Thrive Law providing city attorney services to the City on an interim basis; and

The Agreement provided for a termination date of December 31, 2022; and

The Parties desire to execute this Amendment No. 1 to extend the term of the Agreement to January 31, 2023, and to amend Thrive Law’s address for notices to reflect its current office address.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Amendment No. 1, the City and Thrive Law, intending to be legally bound, do hereby agree as follows:

1. Term. Section 2 of the Agreement is hereby amended as follows (deleted language ~~struck~~, added language double underlined):

Thrive Law’s engagement and provision of Services will commence on September 1, 2022, and will terminate ~~December 31, 2022~~ January 31, 2023 (the “Term”) unless earlier terminated as provided in Section 5 below.

2. Notices. Thrive Law’s address for notices in Section 6 of the Agreement shall hereby be amended to read as follows:

Thrive Law
Attn: Kendel Froese
203 N. Washington, Suite 200
Spokane, WA 99201

3. Other Terms and Conditions Unchanged. Apart from the modifications and amendments set forth above, the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of the Agreement and the terms of this Amendment No. 1, the terms of this Amendment No. 1 shall control.

4. Counterparts. This Amendment No. 1 may be executed in any number of counterparts, each of which, when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same.

IN WITNESS WHEREOF, the City and Thrive Law have caused this Agreement to be executed by their duly authorized officers to be effective as of the date and year first written above.

CITY OF NEWPORT

THRIVE LAW PLLC

Keith Campbell, Mayor

Kendel Froese, Owner/Attorney

Date Signed: _____

Date Signed: _____

ATTEST:

Nickole North, City Clerk/Treasurer

EMPLOYMENT AGREEMENT
CHIEF OF POLICE

THIS AGREEMENT effective January 01, 2023 concerning the employment conditions of Wade Nelson, hereinafter referred to as “Chief of Police”, and the City of Newport, hereinafter referred to as “the City”, has been prepared to avoid possible misunderstandings, assure good working relationships and provide recognition of the executive and management responsibilities of the Chief of Police.

WHEREAS it is the desire of the Mayor and City Council to secure the services of the Chief of Police and provide inducements for him to remain in such employment; and to foster superior productivity by assuring the Chief’s morale and peace of mind with respect to future security; and to provide a just means for terminating the Chief’s services at such time as he may be unable to fully discharge his duties, or when the City may otherwise desire to terminate his employment; and

WHEREAS the Chief of Police desires to build upon and enhance his existing relationship with the City;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. AT WILL APPOINTED OFFICIAL:

The Chief of Police is an exempt, management city official appointed by the Mayor and serving at the pleasure of the Mayor. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the Chief of Police at any time subject to the provisions set forth in Section 9 below.

2. DUTIES:

The Chief of Police is responsible to the Mayor for the general administration of the City’s Police Department. These duties are set forth in the Newport Police Chief job description and applicable Newport Municipal Codes, and will include such other duties as the Mayor may from time to time assign.

3. HOURS OF WORK:

It is expressly understood and agreed by the parties that the position of Chief of Police is a position that is exempt from the requirements of the Fair Labor Standards Act and

therefore, neither overtime nor compensatory time are payable under any circumstances. Exempt employees are expected to work for such periods of time as are necessary to adequately and professionally handle all assigned tasks and therefore, the Chief's schedule of work may vary each day and week in accordance with the work required, including such time as is necessary outside normal business hours to attend City Council and other public meetings, etc. The general schedule of the Chief of Police will be set by the City Administrator in consultation with the Mayor and Chief of Police. The Chief's monthly work record shall be kept in a manner complying with Washington State Auditor guidelines.

4. SALARY:

The City agrees to pay the Chief of Police an initial monthly salary of \$7,917.00, subject to annual review and payable in installments at the same time that other city employees are paid. The Mayor and/or Council will apply the same criteria in determining future salary adjustments for the Chief of Police as they use for adjusting the salaries of other city employees including proficiency, changes in the cost of living, market comparability for similar positions in other cities, and such other criteria as may be appropriate. If future budget constraints necessitate across the board salary reductions for all city employees, the Chief's salary will be reduced by the same percentage as all other employees.

5. PERFORMANCE REVIEW:

The position has a 1-year (365 day) probation period. The performance of the Chief of Police shall be reviewed by the Mayor and City Administrator on an annual basis. The City Administrator shall provide the Chief of Police with a written summary of his performance and provide adequate opportunity for the Chief of Police to discuss his evaluation with the City Administrator and Mayor. In the event either the Mayor or City Administrator is concerned with the performance of the Chief of Police, the City Administrator may conduct a performance review and evaluation at any time.

The City Administrator and the Chief of Police shall meet regularly to define such goals and performance objectives which the City Officials determines to be necessary for the proper operation of the Police Department and its attainment of the City's policy objectives and shall further establish a relative priority among those goals and objectives.

6. SICK AND VACATION LEAVE:

The Chief of Police shall receive all sick and vacation leave benefits in the same manner and amount as provided to other city employees.

7. MEDICAL, DENTAL, VISION, LIFE, AND LTD BENEFITS:

The Chief of Police shall receive all medical, dental, vision, life, and long term disability benefits in the same manner and amount as provided to other city employees.

8. PROFESSIONAL DEVELOPMENT:

The City agrees to budget for and pay the travel and subsistence expenses of the Chief of Police for professional association meetings, continuing education programs, etc. in reasonable amounts so as to enable the Chief of Police to pursue necessary official functions and continue his professional development. These meetings and conferences include but are not limited to the annual conference of the Washington Association of Sheriffs and Police Chiefs and such other local, state and regional meetings as may be appropriate.

9. TERMINATION AND SEVERANCE PAY:

The City and the Chief of Police agree and acknowledge that a stable, long term employment relationship is contemplated under the terms of this agreement. The City recognizes that in accepting this appointment with the City of Newport, the Chief is voluntarily giving up other possible employment opportunities, and therefore, the parties agree that the following contractual provisions shall apply to the employment relationship.

In the event the Chief of Police is terminated by the Mayor or asked to resign during such time that employee is willing and able to perform his duties as Chief of Police, employee shall be entitled and the City agrees to pay to the employee severance pay for three months, in monthly installments, in the same amount as the Chief's regular gross salary, minus only those federal and state deductions mandated by law. No benefits will accrue or be paid by the City for the benefit of the Chief of Police during this period.

The above section will not apply in the event the employee is terminated by the Mayor for "cause" which is defined as any action or inaction of the Chief of Police **personally** (as distinguished from actions by the employees or officials for whom the Chief is responsible) which action or inaction by the Chief of Police would clearly constitute misfeasance, malfeasance or nonfeasance of office, and such charge is set forth in the Notice of Termination given by the Mayor to the Chief. In the event the Chief is terminated for cause, the City shall have no obligation to pay the severance sum designated herein.

In the event the Chief voluntarily resigns, he agrees to give the City 45 days advance notice in writing, unless the parties agree otherwise. The City agrees to pay the Chief all normal settlements employees receive. The Chief may continue to retain all or any part of the health care packages for up to 18 months as provided by law (COBRA), so long as the premium cost is paid by the Chief each month, in advance, to the City.

10. RETIREMENT:

Chief of Police, as all other employees, shall participate in the Washington State Retirement System. As required by the Washington State Retirement System, the Chief of Police will participate in the available LEOFF retirement plan.

11. ARBITRATION:

Any alleged breach of the Termination and Severance provisions of this agreement is subject to final and binding arbitration provided written notice is given within thirty days by the party asserting a breach. Failure to provide timely notice is a waiver of the party's right to allege a breach. The parties may mutually select an arbitrator or, failing to reach agreement, may each select an arbitrator on their behalf who shall select a third party to chair the panel. The cost of each party's selected representative and other costs of representation shall be borne by the party who makes the selection. The costs of the neutral, third member shall be shared equally between the parties. An arbitration decision is final and cannot be appealed by either party.

12. INDEMNIFICATION:

The City shall maintain in force insurance protection, including comprehensive general liability and public official liability, which is applicable to Mr. Nelson's performance of the duties of Chief of Police. The City shall defend, hold harmless, and indemnify Mr. Nelson from all torts and civil damages arising from the good faith performance of his duties.

13. GENERAL PROVISIONS:

Unless specifically covered in this agreement, all other administrative and personnel policies of the City will apply to the Chief of Police. The parties agree that this agreement can be amended or modified only with the written concurrence of both parties.


IN WITNESS WHEREOF, the City and Wade Nelson have executed this agreement as of this _____ day of _____, 2022.

CHIEF OF POLICE

CITY OF NEWPORT



Wade Nelson



Keith Campbell, Mayor

Attest:

Nickole North, MMC, CPFA
City Clerk/Treasurer

Approved as to form:

Kendel Froese, City Attorney

**INTERLOCAL AGREEMENT FOR JAIL SERVICES FOR 2023-2025
BETWEEN
THE CITY OF NEWPORT, WASHINGTON
AND PEND OREILLE COUNTY, WASHINGTON**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between Pend Oreille County, Washington, a Washington municipal corporation, hereinafter referred to as the "County," and the City of Newport, Washington, a non-charter code city, hereinafter referred to as the "City," each party having been duly organized and now existing under the laws of the State of Washington. Both parties may be referred to in this Agreement collectively as "Parties" or individually as "Party."

WITNESSETH:

WHEREAS, Pend Oreille County owns and, through the Pend Oreille County Sheriff's Office ("Sheriff") operates the Pend Oreille County Jail, located in Newport, Washington; and

WHEREAS, the City, whose law enforcement officers from time-to-time arrest persons for misdemeanors, gross misdemeanors or felonies, which may result in jailing of the person arrested; and

WHEREAS, the City does not own or operate its own jail and seeks to contract for jail services from the County for confinement of City prisoners; and

WHEREAS, the County has expressed a willingness to provide jail services to the City; and

WHEREAS, the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW) authorizes contracts for jail services made between a county and a city; and

WHEREAS, the County and the City desire to enter into this Agreement for the purposes of maximizing the efficient and cost effective use of existing resources and to provide adequate facilities and programs for the confinement, care, and treatment of incarcerated individuals ("Inmates"); and

NOW THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the Parties hereto agree as follows:

I. PURPOSE OF AGREEMENT

It is the purpose and intent of this Agreement that the County, through the Pend Oreille County Sheriff's Office (hereinafter "Sheriff's Office"), and the City, shall cooperate for the care and custody of adult male and female jail inmates pursuant to the authority of Chapters 39.34 and 70.48 RCW. This Agreement provides for the use by the City of the County's jail facilities and services at the County's Correctional facility located at 331 S. Garden Avenue, Newport, Washington 99156 (the "Jail").

II. EFFECTIVE DATE AND TERM

This Agreement shall be effective when both Parties have duly executed this Agreement and shall continue through December 31, 2025, unless terminated earlier pursuant to the provisions of Section IX below, PROVIDED HOWEVER that each Party's obligation after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

Renegotiations as to the renewal of this Agreement shall begin no later than one hundred and sixty (160) days prior to the expiration of this Agreement (approximately July 23rd, 2025).

III. CONTROL OF JAIL

The City acknowledges the County's statutory responsibility for, ownership of, and operational control over the Jail. The County shall administer, manage, maintain, and operate its facilities consistent with all applicable federal, state, and local laws, policies, procedures, rules, and regulations. The City hereby consents and agrees that inmates committed to the Jail by the City are subject to all rules and regulations applicable to County inmates incarcerated therein, including but not limited to all terms and conditions of this Agreement.

It is further understood by the Parties that the County shall be solely responsible for operational decisions regarding the appropriate level of security, inmate management, and housing of all inmates, PROVIDED, HOWEVER, that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the County except as specifically provided herein.

IV. ADMINISTRATORS AND NOTICE

Each Party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position to oversee and administer such Party's participation in this Agreement. All written notices,

reports, and correspondence required or allowed by this Agreement shall be sent to the following individuals:

City of Newport:

Primary Contact: Newport Police Department
Wade Nelson, Chief of Police
200 S. Washington Avenue
Newport, Washington 99156
Phone: (509) 447-5611
Fax: (509) 447-2226

Secondary Contact: City of Newport
Abby Gribi, City Administrator
200 S. Washington Avenue
Newport, Washington 99156
Phone: (509) 447-5611
Fax: (509) 447-2226

Pend Oreille County:

Primary Contact: Pend Oreille County Sheriff's Office
Glenn Blakeslee, Sheriff
331 S. Garden, Newport, WA 99156
P.O. Box 5075

Phone: (509) 447-3151
Fax: (509) 447-5261

Secondary Contact: Pend Oreille County Sheriff's Office
Bill Zamora, Corrections Captain
331 S. Garden, Newport, WA 99156
P.O. Box 5079
Phone: (509) 447-1918
Fax: (509) 447-0248

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

V. **SCOPE OF SERVICES**

As described in this Section V and subject to the conditions set forth in Section VI below, the County will accept the City's inmates for purposes of confinement, correction, punishment and/or rehabilitation, and hold such inmates until such time as they are lawfully discharged from custody pursuant to law, or the terms of a judicial Order of Commitment, and/or returned to the custody of the City.

A. **Definitions:** The Parties hereby agree that the following terms shall have the specified meaning unless indicated otherwise herein:

1. **County:** Pend Oreille County.
2. **Facility/Jail:** The Pend Oreille County Correctional Facility located at 331 S. Garden Ave., Newport, Washington is operated by the County for the housing of adult inmates.
3. **Inmate:** means an adult person arrested by a Police Officer of the City or another law enforcement agency on behalf of the City and booked into the Pend Oreille County Jail or housed by the Jail for a misdemeanor or gross misdemeanor offenses that allegedly occurred within the City.
4. **City:** City of Newport.

B. **Target Population.** Inmates transferred to the County shall be those who have been sentenced for commission of a crime or held on a pretrial bail or mandatory hold pending resolution of the charges. The County reserves the right to refuse to house inmates pursuant to this Agreement based upon jail capacity, safety concerns, inmate behavior or other reasons within the discretion of the Sheriff or his designee. The County will immediately advise the City when the jail is at maximum inmate capacity or an inmate is refused housing.

C. **Inmate Housing.** The County shall confine and supervise the City's inmates who are transferred to the County Jail pursuant to this Agreement. The City's inmates may be integrated with the County's jail population. Female inmates, if any, may also be integrated with the County's female jail population. The County shall provide inmate

services to the City's inmates in the same manner and to the same extent as the County furnishes for the confinement of its own inmates.

D. City Access to Inmates. The City, its officers, employees, or agents, may interview its inmates inside the confines of the Jail subject to necessary operational and security rules and regulations. Interview rooms will be made available on an equivalent basis to all jurisdictions with inmates confined in the Jail.

E. Orientation and Rules. Upon an inmate's arrival at the Jail, the County shall conduct an NCIC check and provide an orientation for the inmate as if the inmate were a County inmate. This orientation may address the following conditions at the County Jail:

1. Facility rules and disciplinary procedures;
2. Medical care availability; and
3. Visitation rules.

VI. CONDITIONS OF ACCEPTANCE OF THE CITY'S INMATES

The County shall provide Services to the City subject to the conditions set forth in this Section VI. Should the County, in its sole discretion, decline to accept or retain custody of an inmate of the City's for any of the reasons identified in this Section VI, the County shall notify the arresting officer in person or the City's judicial or law enforcement agency of the non-acceptance and the reason for the non-acceptance. Notification may be made immediately to the arresting officer in person but in any case, will be provided no later than 5:00 p.m. the next business day as follows:

City's contact person/contact information insert below:

Newport Police Department
Wade Nelson, Chief of Police
200 S. Washington Avenue
Newport, Washington 99156
Phone: (509) 447-5611
Fax: (509) 447-2226

Acceptance of the City's inmates into the Jail shall be conditioned upon the following:

A. Obligation to Abide by Policies and Procedures. The City, its officers, employees and agents shall follow all Jail policies and procedures.

- B. Documentation for Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining the City's inmate(s), the County will have no obligation to receive the inmate into custody.
1. Proper documentation for purposes of this section means an arrest warrant, judicial Order of Commitment, other order of a court of competent jurisdiction, or properly completed citation and/or probable cause statement.
 2. Copies of all arrest reports, citations and other pertinent information regarding the individual being booked will be presented to Jail Staff by the arresting officer immediately after the prisoner is received by the County Jail.
- C. Health Care Clearance. The County will have no obligation to receive into custody or retain custody of the City's inmate absent a determination, on an ongoing basis, by Jail staff that the inmate is (a) medically and psychiatrically able to be housed in the Jail, and (b) does not need medical and/or psychiatric attention that would require treatment at a hospital or other type of health care facility. At all times, the County's Correction's Captain shall have final authority to determine whether the City's inmates are medically and/or psychiatrically fit for Jail.
- D. City prisoners committed to the Jail will be subjected to the same rules and regulations required of other prisoners in the Jail.
- E. The County agrees that all City confined prisoners that are directed to appear before a court, will be escorted and monitored by the Pend Oreille County Sheriff's Office at no additional cost to the City.
- F. Population Limits. The County shall have the right to return the City's inmates to the City's custody if the Jail reaches the maximum allowable population level (the "MAPL"). The MAPL refers to the greatest number of inmates that can be held in the Jail in a safe, secure, and humane manner. The MAPL applies to the overall number of inmates but may also be applied to specific populations of inmates (e.g., security level, medical need, mental health housing, etc.). The Pend Oreille County Sheriff or his designee shall determine, in his or her discretion,

the MAPL. Every effort will be made to manage the MAPL, including booking restrictions. In the event that the MAPL is reached and the County determines that inmates must be removed from the Jail, priority for removal shall be as follows:

1. Inmates from out-of-county jurisdictions in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the County; then
2. Inmates from in-county jurisdictions, including the City, in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the County; then
3. Inmates confined on Pend Oreille County charges or commitments.

The County's Administrator shall have final authority on MAPL reduction measures, and in the event the County determines that the City's inmates shall be removed from the Jail according to this priority schedule, the County will provide the City fourteen (14) days' notice to remove inmates.

VII. HEALTH CARE AND ASSOCIATED COSTS

- A. Health Care of the City's Inmates. Pursuant to RCW 70.48.130, all City prisoners confined in the Pend Oreille County Jail pursuant to the terms of this Agreement shall receive those medical services provided to the other County inmates. The County, in conjunction with providing medical services, has the full authority to order City prisoners having health care needs to existing public or private health care facilities. The Pend Oreille County Sheriff will attempt to obtain prior approval from the City for all specialty referrals to either public or private health care providers unless the jail staff or its medical director determines that an emergency exists, in which instance no prior approval will be necessary.
- B. The County shall determine whether the inmate is eligible for medical care programs authorized under Chapter 74.09 RCW, administered through the Department of Social and Health Services. In such circumstances, the Department of Social and Health Services shall directly reimburse the provider of medical care.
- C. In general, any and all medical expenses incurred under the provisions of this paragraph including medical expenses necessitated by a City

prisoner inflicting harm upon himself or herself, including physicians and all hospital and clinic costs, shall be the sole responsibility of the City and not the County. However, medical expenses incurred as the result of an accident within the jail facility while the City prisoner is in custody shall be the responsibility of the County.

- D. Medical Billings. Medical bills for the City's inmates per the above provisions shall be paid by the County per its existing contracts with the service providers. The County may obtain reimbursement from the inmate for the cost of health care services not provided under Chapter 74.09 RCW, including reimbursement from any insurance program available to the inmate. The City shall not be responsible for the payment of elective or experimental medical procedures or for medical care required as a result of negligence or intentional misconduct on the part of the County, its employees, subcontractors, or for care which could have foreseeably been prevented. Self-inflicted injuries and treatment of such injuries shall be the responsibility of the City. The County shall then bill the City for reimbursement on a monthly basis not to exceed ninety (90) days.

Medical bills shall be forwarded to:

Newport Police Department
200 S. Washington Avenue
Newport, Washington 99156
Phone: (509) 447-5611
Fax: (509) 447-2226

VIII. COMPENSATION FOR SERVICES

The City agrees to pay Pend Oreille County the amounts listed herein for the Jail Services as set forth in this Agreement.

- A. For Calendar year 2023 - \$65,958.00
- B. For Calendar year 2024 - \$67,277.00
- C. For Calendar year 2025 - \$68,623.00

The City shall remain liable for complete and timely payment of all amounts invoiced. The Pend Oreille County Sheriff's Office shall invoice the City annually and the City will remit payment monthly in equal installments.

IX. TERMINATION

- A. Termination for Material Breach. In the event either party believes the other party has materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing, stating the basis upon which breach is claimed and the specific provisions of this agreement claimed to have been violated. The breaching party shall have thirty (30) days from the receipt of such notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within the thirty (30) days, the non-breaching party shall have the right to terminate this Agreement by providing ninety (90) days' prior written notice to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090. The ninety (90)day notice shall state the grounds for termination and the specific plan for accommodating the affected jail population.
- B. Termination by Mutual Agreement. This Agreement may be terminated by written notice from either party to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090, stating the grounds for said termination and specifying plans for accommodating the affected inmates. The notice must be delivered by regular mail to the contact persons identified in Section IV herein. Termination shall become effective ninety (90) working days after receipt of such notice.
- C. Removal of Inmates Following Notice of Termination. Within the ninety (90) day notice period set forth in subsection A or B above, or within such other period of time as may be agreed upon in writing by the Parties, the City agrees to remove its inmate(s) from Pend Oreille County Jail. In the event of termination of this Agreement, the City shall compensate the County for prisoners housed by the County after notice of such termination until the City retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated. Upon termination of this Agreement, the City would be responsible for making its own arrangements for the booking of all City misdemeanors, gross misdemeanors, and court committed prisoners. The City would be responsible for all transportation, housing, medical and supervision costs for such prisoners.

X. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

For the purposes of this Section, the terminology “County” shall also include the “Sheriff.”

- A. The City shall defend, indemnify and hold harmless the County, its agents, employees, officials and officers from any and all liability and/or losses and damages including, but not limited to, attorney’s fees, costs, and all other damages for all acts and omissions of the City, its officials, agents, employees or officers, including, but not limited to, liability arising out of an unlawful or claim of unlawful arrest and/or detention of prisoners, under this Agreement, by the City, or any other claim arising out of performance of this Agreement which claim results or is alleged to result from or alleged to be connected in any manner whatsoever from any act or omission by the City, its agents, employees or officers, but not under any circumstances for any acts or omissions of the County its agents, employees, and officers over which the City exercises no direction or control. The liability for which the City shall defend, indemnify and hold harmless, as described above, shall include, but not be limited to, false arrest, false imprisonment and violations of prisoners’ Constitutional and/or Civil rights based on acts or omissions of the City. Further, the City specifically agrees to pay on demand, any reasonable costs or legal fees required to establish the County’s right to indemnification.
- B. The County agrees to defend, indemnify, and hold harmless the City, its officials, officers, agents, and employees from any and all liability and/or losses and damages including, but not limited to, attorney’s fees, costs, and all other damages for all acts and omissions of the County, its officials, agents, employees or officers, including, but not limited to, liability arising out of an unlawful or claim of unlawful arrest and/or detention of prisoners, under this Agreement, by the County, or any other claim arising out of performance of this Agreement which claim results or is alleged to result from or alleged to be connected in any manner whatsoever from any act or omission by the County, its agents, employees or officers, but not under any circumstances for any acts or omissions of the City, its agents, employees, and officers over which the County exercises no direction or control. The liability for which the County shall defend, indemnify and hold harmless, as described above, shall include, but not be limited to, false imprisonment and violations of prisoners’ Constitutional and/or Civil rights based on acts or omissions of the County. Further, the County specifically agrees to pay on demand, any reasonable costs or legal fees required to establish the City’s right to indemnification.

- C. If the comparative negligence of the City and County, and their officers and employees, is at issue, the liability, loss, cost, or expense, including but not limited to attorney fees and related costs shall be shared between the City and the County in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion as agreed to by the Parties of this Agreement or determined by a court of competent jurisdiction.
- D. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- E. Insurance Requirement. The County and the City shall maintain and provide evidence of liability coverage.
- F. The terms of this section X, "INDEMNIFICATION, HOLD HARMLESS AND INSURANCE," shall survive the termination or expiration of this Agreement.

XI. DISPUTE RESOLUTION

It is the intent and purpose of all Parties to this Agreement to negotiate the herein services in good faith and to provide for reasonable terms and conditions and equitable costs. In the event that the City and the County are unable to reach an agreement for disputes pertaining to the terms and conditions of this Agreement, the matter may be submitted by either party for binding arbitration. The City and County shall each select one arbitrator, the two of whom shall pick a third arbitrator. Except for the specific terms and/or conditions in dispute, all other terms and conditions outlined in this Agreement shall remain in full force and effect throughout the duration of this Agreement.

XII. GENERAL PROVISIONS

- A. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the Parties regarding this subject matter contained herein.

This Agreement may not be modified or amended in any manner except by a written document properly executed with the same formalities as required for this Agreement by a duly authorized officer of both the City and the County.

- B. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington.

The Parties agree that any action relating to this Agreement shall be instituted in accordance with RCW 36.01.050 and Chapter 4.12 RCW. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all cost of such lawsuit, including reasonable attorney's fees.

- C. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

- D. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

- E. No-Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

- F. No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any

attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

- G. Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement behalf of the party for whom he or she purports to sign this Agreement.
- H. Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent or employee of the City. Neither the City, nor any agent or employee of the City, shall be deemed to be an agent or employee of the County. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance. The County shall pay, when due, all required employment taxes and income tax withholding including all Federal and State income tax and local head tax on any monies paid pursuant to this Agreement. Neither the County, nor the City, shall have authorization, express or implied to bind the other to any agreements, liability or understanding except as expressly set forth herein.
- I. No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.
- J. No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- K. Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
- L. Non-Discrimination. The County and the City agree not to discriminate in the performance of this Agreement because of race; color; national origin; sex; sexual orientation; age; religion; creed; marital status; disabled or Vietnam-era veteran status; the presence of any physical, mental, sensory handicap; or any other status protected by law.

- M. No Third-Party Beneficiaries. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties and no third party or parties shall have any right of action hereunder for any cause whatsoever.
- N. Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that party's control, including without limitations, force majeure, strikes, pandemics, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all faculties and operations have been repaired and/or restored.
- O. Filing. This Agreement shall be filed with the Pend Oreille County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.
- P. Access to Records. The Parties hereby agree that authorized representatives of the Parties shall have access to any books, documents, paper and record of the other Party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the Parties for a period of six (6) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the Parties may expressly agree by an amendment or separate agreement for such longer period for record retention.
- Q. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

[executed pages with signatures is attached]

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed as authorized by each party's governing body on the dates indicated below.

**CITY OF NEWPORT
PEND OREILLE COUNTY, WASHINGTON**

Dated: _____

Keith Campbell, Mayor

ATTEST:

Nickole North, Clerk-Treasurer

APPROVED AS TO FORM:

Kendel Froese, City Attorney

Dated this ____ day of _____, 2022

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

John Gentle, Chair

Robert Rosencrantz, Vice-Chair

Brian Smiley, Commissioner

ATTEST:

Crystal Zieske, Clerk of the Board

RECOMMENDED FOR SIGNATURE BY:

Glenn Blakeslee, Pend Oreille County Sheriff

APPROVED AS TO FORM:

Dolly N. Hunt, Prosecuting Attorney



City of Newport
2-E-892(005)-1
2022 Overlay Award
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Newport
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2022 Overlay Award, 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 \$370,017, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 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:



- 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. 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. 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.



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, 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

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.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name



Transportation Improvement Board

Project Funding Status Form

Agency Name: **NEWPORT**
Project Name: **2022 Overlay Award**
Multiple Locations

TIB Project Number: **2-E-892(005)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
NEWPORT	19,474	
WSDOT	0	
TOTAL LOCAL FUNDS	19,474	

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

Newport - 2022 Overlay Project
Alternative 2c - Preliminary Estimate

Prepared By: Andrew Beagle, P.E.

Roadway Work (City and County Forces)					
7th (US2 to West CL/Cemetery Vic)				\$	7,736.74
Pavement Repair		0.5 week	\$ 5,000.00	\$	2,500.00
Overlay	0.149621212 mi		\$ 35,000.00	\$	5,236.74
Fea (US2 to 1st St)				\$	19,630.68
Grind and Grade		1.5 week	\$ 5,000.00	\$	7,500.00
Overlay	0.346590909 mi		\$ 35,000.00	\$	12,130.68
4th (Calispel to Washington/US2)				\$	20,956.44
Grind and Grade		1.5 week	\$ 5,000.00	\$	7,500.00
Overlay	0.384469697 mi		\$ 35,000.00	\$	13,456.44
3rd (Calispel to Washington/US2)				\$	20,956.44
Grind and Grade		1.5 week	\$ 5,000.00	\$	7,500.00
Overlay	0.384469697 mi		\$ 35,000.00	\$	13,456.44
2nd (Calispel to Washington/US2)				\$	20,956.44
Grind and Grade		1.5 week	\$ 5,000.00	\$	7,500.00
Overlay	0.384469697 mi		\$ 35,000.00	\$	13,456.44
Washington (Walnut/SR20 to Larch)				\$	15,956.44
Grind and Grade		0.5 week	\$ 5,000.00	\$	2,500.00
Overlay	0.384469697 mi		\$ 35,000.00	\$	13,456.44
Subtotal				\$	106,193.18

ADA Ramp - Small Works Contract				
Work Item	Unit	Quantity	Unit Cost	Total
Minor Change	Est	1	\$ 20,000.00	\$ 20,000.00
ADA Features Survey	L.S.	1	\$ 16,000.00	\$ 16,000.00
Mobilization	L.S.	1	\$ 28,000.00	\$ 28,000.00
Project Temporary Traffic Control	L.S.	1	\$ 5,000.00	\$ 5,000.00
Removal of Structures and Obstructions	L.S.	1	\$ 16,000.00	\$ 16,000.00
Directional ADA Ramp	ea	12	\$ 2,500.00	\$ 30,000.00
Perpendicular Type A	ea	24	\$ 3,000.00	\$ 72,000.00
Cement Conc. Sidewalk	S.Y.	160	\$ 115.00	\$ 18,400.00
Subtotal				\$ 205,400.00

*Assumes signs/cones, no flaggers
Spec to include curb/sidewalk/other*

Roadway Work	\$	106,193.18
ADA Contract	\$	205,400.00

Subtotal Project	\$	311,593.18
Contingency	25% \$	77,898.30

Total Project	\$	389,491.48
City Match	5% \$	19,474.57
TIB Funding Request	\$	370,016.90



Washington State Transportation Improvement Board

TIB Members

Chair
Mayor Glenn Johnson
City of Pullman

Vice Chair
Councilmember Sam Low
Snohomish County

Amy Asher
Mason Transit Authority

Aaron Butters, PE
HW Lochner Inc.

Susan Carter
Hopelink

Kent Cash, PE
Port of Vancouver

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Dongho Chang, PE
WSDOT

Scott Chesney
Spokane County

Vicky Clarke
Cascade Bicycle Club/Washington Bikes

Mike Dahlem, PE
City of Sumner

Commissioner Al French
Spokane County

Councilmember Hilda Guzmán
City of Granger

Commissioner Scott Hutsell
Lincoln County

Les Reardanz
Whatcom Transportation Authority

Peter Rogalsky, PE
City of Richland

Mayor Kim Roscoe
City of Fife

Maria Thomas
Office of Financial Management

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

December 02, 2022

Ms. Abby
City Administrator
City of Newport
200 South Washington Ave
Newport, WA 99156-9670

Dear Ms. Gribi:

Congratulations! We are pleased to announce the selection of your project, 2022 Overlay Award, Multiple Locations, TIB project number 2-E-892(005)-1.

TIB is awarding 95.0000% of approved eligible project costs with a maximum grant of \$370,017.

Before any work is permitted on this project, you must complete the following:

- Verify the information on the attached Project Funding Status Form and, revise if necessary. Print, sign and email a scanned copy;
- Sign, scan and email one copy of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by December 2, 2023 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Andrew Beagle, TIB Project Engineer, at AndrewB@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

Small City Preservation Program (SCPP)
Approved Segment Listing

NEWPORT

FY 2024 Overlay Program

Street	Termini	Pavement Length	Pavement Width
2nd Street	Calispel Ave to Washington Ave	2,030 feet	24 feet
3rd Street	Calispel Ave to Washington Ave	2,030 feet	40 feet
4th Street	Calispel Ave to Washington Ave	2,030 feet	24 feet
7th Street	SR 2 to C/L (cemetery vicinity)	790 feet	24 feet
N Washington Avenue	Walnut St(SR 20) to Larch St	670 feet	24 feet
S Fea Avenue	SR 2 to 1st St	1,830 feet	24 feet

CITY OF NEWPORT
VOUCHER REPORT

DATE 12/19/2022

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 65359 - 65393	\$292,248.65
Voided: 65363, 65377, 65382, 65384, 65389 & 65390	
EFT 12/14/22 Run 1-6	\$130,956.16
Direct Pay run 1-7	\$7,400
Grand Total of all Claims	<u>\$430,604.81</u>

City Clerk/Treasurer:  _____

Register

Fiscal: 2022
 Deposit Period: 2022 - December
 Check Period: 2022 - December - 2nd Council Meeting

Mountain West

Check	51040005632				
65359	A Worksafe Service Inc.	12/19/2022		\$55.00	
65360	Anatek Labs, Inc.	12/19/2022		\$470.00	
65361	Bonner County Daily Bee	12/19/2022		\$127.52	
65362	Canon Solutions America	12/19/2022		\$396.44	
65363	Cities Insurance Assn. of Washington	12/19/2022		Void	
65364	Conifer Electric Inc.	12/19/2022		\$430.80	
65365	Copper State Bolt & Nut	12/19/2022		\$320.02	
65366	Core & Main	12/19/2022		\$2,997.58	
65367	Etter, McMahon, Lamberson, Van Wert, Oreskovich PC	12/19/2022		\$284.36	
65368	Exbalyon Physical Security	12/19/2022		\$156.17	
65369	Ferguson Waterworks	12/19/2022		\$3,940.68	
65370	Idaho Rigging, Inc.	12/19/2022		\$34.95	
65371	J.A. Sewell & Assoc., LLC	12/19/2022		\$22,210.53	
65372	Life Flight Network	12/19/2022		\$59.58	
65373	National Band & Tag Co.	12/19/2022		\$120.52	
65374	Newport Miner	12/19/2022		\$1,194.60	
65375	Newport Rodeo Assoc.	12/19/2022		\$2,000.00	
65376	O'Reilly Auto Parts	12/19/2022		\$1,152.76	
65377	Pend Oreille Fire Dist. #4	12/19/2022		Void	
65378	PO CO Dispatch Center	12/19/2022		\$4,729.17	
65379	PO CO Jail	12/19/2022		\$5,428.60	
65380	PO CO Public Works	12/19/2022		\$300.86	
65381	Red Rose Carpet Cleaning	12/19/2022		\$600.00	
65382	Ricoh USA Inc.	12/19/2022		Void	
65383	Salesky Service Center	12/19/2022		\$85.03	
65384	SCJ Alliance	12/19/2022		Void	
65385	Stericycle	12/19/2022		\$33.99	
65386	The Beacon	12/19/2022		\$122.00	
65387	Vision Municipal Solutions	12/19/2022		\$700.00	
65388	SCJ Alliance	12/19/2022		\$5,818.77	
65390	Cities Insurance Assn. of Washington	12/19/2022		Void	
65391	Cities Insurance Assn. of Washington	12/19/2022		\$235,782.15	
65392	USA Bluebook	12/19/2022		\$196.57	
65393	Pend Oreille Fire Dist. #4	12/19/2022		\$2,500.00	

<u>Direct Pay Payment 12/14/2022 1:39:15 PM</u>	12/19/2022	\$1,300.00
-1		
<u>Direct Pay Payment 12/14/2022 1:39:15 PM</u>	12/19/2022	\$50.00
-2		
<u>Direct Pay Payment 12/14/2022 1:39:15 PM</u>	12/19/2022	\$3,000.00
-3		
<u>Direct Pay Payment 12/14/2022 1:39:15 PM</u>	12/19/2022	\$50.00
-4		
<u>Direct Pay Payment 12/14/2022 1:39:15 PM</u>	12/19/2022	\$1,200.00
-5		
<u>Direct Pay Payment 12/14/2022 1:39:15 PM</u>	12/19/2022	\$600.00
-6		
<u>Direct Pay Payment 12/14/2022 1:39:15 PM</u>	12/19/2022	\$1,200.00
-7		
<u>EFT Payment 12/14/2022 1:39:35 PM</u>	12/19/2022	\$792.15
-1		
<u>EFT Payment 12/14/2022 1:39:35 PM</u>	12/19/2022	\$10,804.09
-2		
<u>EFT Payment 12/14/2022 1:39:35 PM</u>	12/19/2022	\$5,604.85
-3		
<u>EFT Payment 12/14/2022 1:39:35 PM</u>	12/19/2022	\$1,914.90
-4		
<u>EFT Payment 12/14/2022 1:39:35 PM</u>	12/19/2022	\$111,063.00
-5		
<u>EFT Payment 12/14/2022 1:39:35 PM</u>	12/19/2022	\$777.17
-6		
	Total	Check
	Total	51040005632
	Grand Total	\$430,604.81
		\$430,604.81
		\$430,604.81

Voucher Directory

Fiscal: : 2022 - December
 Council Date: : 2022 - December - 2nd Council Meeting

A Worksafe Service Inc.		2022 - December - 2nd Council Meeting	
65359	327667 invoice drug test		
	101-000-000-543-10-20-00	Personnel Benefits	\$53.90
	410-000-000-534-34-20-00	Personnel Benefits	\$1.10
	Total 327667 invoice drug test		\$55.00
Total 65359			\$55.00
Total A Worksafe Service Inc.			
Anatek Labs, Inc.		2022 - December - 2nd Council Meeting	
65360	2219781 Anateck invoice		
	410-000-000-534-34-41-00	Professional Services	\$235.00
	411-000-100-535-35-41-04	Professional Services	\$235.00
	Total 2219781 Anateck invoice		\$470.00
Total 65360			\$470.00
Total Anatek Labs, Inc.			
AT&T Mobility - EFT		2022 - December - 2nd Council Meeting	
	EFT Payment 12/14/2022 1:39:35 PM - 1		
	Nov 2022 Acct: 287306821827		
	001-000-000-513-10-42-00	Communications	\$56.84
	001-000-000-521-20-42-00	Communications	\$387.93
	001-000-000-524-60-42-00	CRO Communications	\$40.04
	001-000-000-576-80-42-00	Communications	\$102.31
	101-000-000-543-30-42-00	Communications	\$56.83
	411-000-100-535-35-42-00	Communications	\$148.20
	Total Nov 2022 Acct: 287306821827		\$792.15
	Total EFT Payment 12/14/2022 1:39:35 PM - 1		\$792.15
Total AT&T Mobility - EFT			\$792.15

Billingsley, Brett - EFT
Direct Pay Payment 12/14/2022 1:39:15 PM - 1 **2022 - December - 2nd Council Meeting**
 Dec 2022 direct 001-000-000-512-50-41-00 Public Defenders \$1,300.00
 Total Dec 2022 direct \$1,300.00
Total Direct Pay Payment 12/14/2022 1:39:15 PM - 1
Total Billingsley, Brett - EFT \$1,300.00

Bonner County Daily Bee
65361
 11/2022 maintenance worker Acct: 31410 2022 - December - 2nd Council Meeting
 101-000-000-543-30-41-00 Advertising \$127.52
Total 11/2022 maintenance worker Acct: 31410
 \$127.52

Total Bonner County Daily Bee
65361
Canon Solutions America
65362
 6002592981 Invoice Nov 2022 2022 - December - 2nd Council Meeting
 001-000-000-513-10-48-01 Maintenance Copier \$132.17
 410-000-000-534-34-49-03 Maint. Agrmt-Copy Machine \$132.13
 411-000-100-535-35-49-03 Maint Agrmt. - Copy Machine \$132.14
Total 6002592981 Invoice Nov 2022
 \$396.44
Total Canon Solutions America
65362 \$396.44

Cities Insurance Assn. of Washington
65391
 22-23 CIAW insurance renewal 2022 - December - 2nd Council Meeting
 001-000-000-513-10-46-00 Liability Insurance \$14,061.45
 001-000-000-521-20-46-00 Liability Insurance \$32,858.50
 001-000-000-522-10-46-00 Liability Insurance \$13,408.99
 001-000-000-524-60-46-00 CRO Liability Insur \$5,094.78
 001-000-000-572-50-46-00 Insurance \$3,271.00
 001-000-000-576-80-46-00 Liability Insurance \$19,018.53
 101-000-000-543-30-46-00 Liability Insurance \$31,538.97
 410-000-000-534-34-46-00 Liability Insurance \$61,502.14
 411-000-100-535-35-46-00 Liability Insurance \$55,027.79
Total 22-23 CIAW insurance renewal
 \$235,782.15
Total Cities Insurance Assn. of Washington
65391 \$235,782.15

Conifer Electric Inc. 65364	2022 - December - 2nd Council Meeting		
	1347 invoice, installing wiring at park		\$430.80
	001-000-000-576-80-31-00	Operating Supplies	\$430.80
	Total 1347 invoice, installing wiring at park		\$430.80
Total 65364 Total Conifer Electric Inc.			
Copper State Bolt & Nut 65365	2022 - December - 2nd Council Meeting		
	Nov 2022 Account #: NEW50900		
	001-000-000-576-80-48-00	Repair & Maintenance	\$80.00
	101-000-000-542-30-31-00	Street Maintenance	\$80.00
	410-000-000-534-34-48-00	Repair & Maintenance	\$80.01
	411-000-100-535-35-48-00	Repair & Maintenance	\$80.01
	Total Nov 2022 Account #: NEW50900		\$320.02
Total 65365 Total Copper State Bolt & Nut			\$320.02
Core & Main 65366	2022 - December - 2nd Council Meeting		
	R932349 inv		\$2,997.58
	410-000-000-534-34-48-00	Repair & Maintenance	\$2,997.58
	Total R932349 inv		\$2,997.58
Total 65366 Total Core & Main			\$2,997.58
Courtney, Shea - EFT	2022 - December - 2nd Council Meeting		
	Direct Pay Payment 12/14/2022 1:39:15 PM - 2		
	2022 Dec direct	Communications	\$50.00
	410-000-000-534-34-42-00		\$50.00
	Total 2022 Dec direct		\$50.00
	Total Direct Pay Payment 12/14/2022 1:39:15 PM - 2		\$50.00
Total Courtney, Shea - EFT			\$50.00
Etter, McMahon, Lamberson, Van Wert, Oreskovich PC 65367	2022 - December - 2nd Council Meeting		
	11/2022 Acct: 8000.07596		
	Quiet Title		\$284.36
	410-000-000-534-34-41-00	Professional Services	\$284.36
	Total 11/2022 Acct: 8000.07596		\$284.36
Total 65367 Total Etter, McMahon, Lamberson, Van Wert, Oreskovich PC			\$284.36

**Exbabylon Physical Security
65368**

2022 - December - 2nd Council Meeting

98852 11/2022	001-000-000-514-20-42-00	Communications	\$15.62
	001-000-000-521-20-42-00	Communications	\$15.62
	101-000-000-543-30-42-00	Communications	\$54.66
	410-000-000-534-34-42-00	Communications	\$54.65
	411-000-100-535-35-42-00	Communications	\$156.17
Total 98852 11/2022			\$156.17

**Total 65368
Total Exbabylon Physical Security**

**Ferguson Waterworks
65369**

2022 - December - 2nd Council Meeting

11/2022 Statement Acct: 56550	410-000-000-534-34-31-00	Office & Operating Supplies	\$42.19
	Inv SC58109		
	410-000-000-534-34-31-00	Office & Operating Supplies	\$1,155.53
	Inv 1087111-1		
	410-000-000-534-34-31-00	Office & Operating Supplies	\$1,633.73
	Well B. Inv 1152153		
	410-000-000-534-34-31-00	Office & Operating Supplies	\$23.66
	Inv 56550		
	410-000-000-534-34-31-00	Office & Operating Supplies	\$1,085.57
	Inv 1085.57		
Total 11/2022 Statement Acct: 56550			\$3,940.68
			\$3,940.68
			\$3,940.68

**Total 65369
Total Ferguson Waterworks**

**Idaho Rigging, Inc.
65370**

2022 - December - 2nd Council Meeting

Nov 2022 Statement	410-000-000-534-34-31-00	Office & Operating Supplies	\$34.95
	Inv 165548		
Total Nov 2022 Statement			\$34.95
			\$34.95
			\$34.95

**Total 65370
Total Idaho Rigging, Inc.**

**J.A. Sewell & Assoc., LLC
65371**

2022 - December - 2nd Council Meeting

22NP011 Sewell Permits	001-000-000-558-50-41-00	Professional Services	\$22,210.53
Total 22NP011 Sewell Permits			\$22,210.53
			\$22,210.53
			\$22,210.53

**Total 65371
Total J.A. Sewell & Assoc., LLC**

Law Offices of Joshua Maurer, PLLC - EFT
 Direct Pay Payment 12/14/2022 1:39:15 PM - 3 2022 - December - 2nd Council Meeting
 Dec 2022 001-000-000-515-41-41-01 Prof Atty - Prof Svc
 Total Dec 2022 \$3,000.00
 Total Direct Pay Payment 12/14/2022 1:39:15 PM - 3 \$3,000.00
 Total Law Offices of Joshua Maurer, PLLC - EFT \$3,000.00

Life Flight Network
 65372 2022 - December - 2nd Council Meeting
 VanEtten Life Flight 2022
 101-000-000-543-10-20-00 Personnel Benefits \$58.39
 410-000-000-534-34-20-00 Personnel Benefits \$1.19
 Total VanEtten Life Flight 2022 \$59.58
 \$59.58
 \$59.58

Total 65372
 Total Life Flight Network
 National Band & Tag Co.
 65373 2022 - December - 2nd Council Meeting
 191810 Dog tags \$120.52
 Dog tags Office & Operating Supplies \$120.52

Total 65373
 Total National Band & Tag Co.
 Newport Miner 65374 2022 - December - 2nd Council Meeting
 2022338 Notice of Annexation Advertising \$688.00
 001-000-000-558-50-41-04 Advertising \$688.00
 Total 2022338 Notice of Annexation
 2022339 Special Planning meeting Advertising \$99.75
 001-000-000-558-50-41-04 Advertising \$99.75
 Total 2022339 Special Planning meeting
 2022344 Notice of Decision Advertising \$136.85
 001-000-000-558-50-41-04 Advertising \$136.85
 Total 2022344 Notice of Decision
 NewCit1122 job postings Advertising \$75.60
 001-000-000-521-20-41-01 Advertising \$30.00
 001-000-000-576-80-41-00 Advertising \$134.40
 101-000-000-543-30-41-00 Advertising

Total Newport Miner
 Total 65374
 Total NewCit1122 job postings
 410-000-000-534-34-41-03 Advertising \$30.00
 \$270.00
 \$1,194.60
 \$1,194.60

Newport Rodeo Assoc.
 65375
 Total 65375
 Total Newport Rodeo Assoc.
 Nov 2022 Rodeo Association
 109-000-000-573-90-49-00 Spectator & Community Events \$2,000.00
 Total Nov 2022 Rodeo Association \$2,000.00
 \$2,000.00
 \$2,000.00

North, Nickole - EFT
 Direct Pay Payment 12/14/2022 1:39:15 PM - 4
 Dec 2022 Direct pay
 001-000-000-514-20-42-00 Communications \$50.00
 Total Dec 2022 Direct pay \$50.00
 Total Direct Pay Payment 12/14/2022 1:39:15 PM - 4 \$50.00
 Total North, Nickole - EFT \$50.00

O'Reilly Auto Parts
 65376
 Nov 2022 Statement Customer #:2370363
 001-000-000-521-20-48-00 Repair & Maintenance Equipment \$76.52
 001-000-000-521-20-48-00 Repair & Maintenance Equipment \$34.97
 001-000-000-576-80-31-00 Operating Supplies \$24.23
 Inv 433420
 101-000-000-542-66-31-00 Snow & Ice Control \$107.02
 Inv 433060
 101-000-000-542-66-31-00 Snow & Ice Control \$11.46
 Inv 435882
 101-000-000-543-30-31-00 Operating Supplies \$13.77
 Inv 433477
 101-000-000-543-30-31-00 Operating Supplies \$24.23
 Inv 433420
 101-000-000-543-30-48-00 Equipment Maintenance \$127.19
 Inv 433058
 101-000-000-543-30-48-00 Equipment Maintenance \$26.67
 Inv 432190
 101-000-000-543-30-48-00 Equipment Maintenance \$101.72
 Inv 435540

101-000-000-543-30-48-00	Equipment Maintenance	\$317.99
Inv 431896, fluids		
101-000-000-543-30-48-00	Equipment Maintenance	\$210.46
Inv 434828		
410-000-000-534-34-31-00	Office & Operating Supplies	\$24.23
Inv 433420		
411-000-100-535-35-31-00	Office & Operating Supplies	\$24.23
Inv 433420		
411-000-100-535-35-48-00	Repair & Maintenance	\$28.07
Inv 433382		
Total Nov 2022 Statement Customer #:2370363		\$1,152.76
		\$1,152.76
		\$1,152.76

Total 65376
Total O'Reilly Auto Parts

Pend Oreille Fire Dist. #4
65393

2022 - December - 2nd Council Meeting		
December 22		
001-000-000-522-20-41-00	Prof. Services- Firemen (FD4)	\$2,500.00
Total December 22		\$2,500.00

Total 65393
Total Pend Oreille Fire Dist. #4

PO CO Dispatch Center
65378

2022 - December - 2nd Council Meeting		
Dec 2022 Services		\$4,729.17
001-000-000-521-20-41-03	Sheriff Services (Dispatch)	\$4,729.17
Total Dec 2022 Services		\$4,729.17

Total 65378
Total PO CO Dispatch Center

PO CO Jail
65379

2022 - December - 2nd Council Meeting		
Prescription Oct 2022		\$39.85
001-000-000-523-60-41-01	Prisoner Medical Costs	\$39.85
Total Prescription Oct 2022		\$39.85
Services Dec 2022		\$5,388.75
001-000-000-523-60-41-00	Prisoner Room & Board	\$0.00
001-000-000-523-60-41-01	Prisoner Medical Costs	\$5,388.75
Total Services Dec 2022		\$5,428.60

Total 65379
Total PO CO Jail

PO CO Public Works
65380

2022 - December - 2nd Council Meeting		
Nov 2022 Garbage		\$33.74
001-000-000-513-10-47-00	Utilities	\$33.74

001-000-000-576-80-47-00 Utilities \$33.73
 410-000-000-534-34-47-00 Public Utilities \$33.73
 411-000-100-535-35-47-00 Public Utilities \$165.93
 411-000-100-535-35-47-00 Public Utilities \$33.73
\$300.86
\$300.86
\$300.86

Total Nov 2022 Garbage

Total 65380
Total PO CO Public Works

Public Utility District - EFT
EFT Payment 12/14/2022 1:39:35 PM - 2

Nov 2022 Account number 214220

001-000-000-513-10-47-00 Utilities \$523.67
 001-000-000-518-20-47-00 Facility Lease Utilities \$317.31
 001-000-000-522-50-47-10 Utilities \$317.31
 001-000-000-576-80-47-00 Utilities \$1,867.19
 101-000-000-542-63-47-00 Street Lighting \$6,120.32
 410-000-000-534-34-47-00 Public Utilities \$603.90
 411-000-100-535-35-47-00 Public Utilities \$1,054.39
\$10,804.09
\$10,804.09
\$10,804.09

Total Nov 2022 Account number 214220

Total EFT Payment 12/14/2022 1:39:35 PM - 2

Total Public Utility District - EFT

Red Rose Carpet Cleaning
65381

2022 - December - 2nd Council Meeting

891681 Janitorial services Nov 22

001-000-000-514-20-41-00 Professional Services \$125.00
 001-000-000-521-20-41-00 Professional Services \$100.00
 101-000-000-543-30-41-02 Professional Services \$125.00
 410-000-000-534-34-41-00 Professional Services \$125.00
 411-000-100-535-35-41-04 Professional Services \$600.00
\$600.00
\$600.00
\$600.00

Total 65381
Total Red Rose Carpet Cleaning

Reid Legal Office, PLLC - EFT

Direct Pay Payment 12/14/2022 1:39:15 PM - 5

2022 Dec services

001-000-000-512-50-41-00 Public Defenders \$1,200.00
\$1,200.00
\$1,200.00
\$1,200.00

Total 2022 Dec services

Total Direct Pay Payment 12/14/2022 1:39:15 PM - 5

Total Reid Legal Office, PLLC - EFT

Salesky Service Center 65383	2022 - December - 2nd Council Meeting		
	Police F-150		\$85.03
	001-000-000-521-20-48-00	Repair & Maintenance Equipment	\$85.03
	Total 221201-906		\$85.03
Total 65383			\$85.03
Total Salesky Service Center			
SCJ Alliance	2022 - December - 2nd Council Meeting		
65388	69912, Planning bill Oct 2022	Professional Services	\$3,402.75
	001-000-000-558-50-41-00		\$3,402.75
	Total 69912, Planning bill Oct 2022		
	70251, Planning Bill Nov 2022	Professional Services	\$2,416.02
	001-000-000-558-50-41-00		\$2,416.02
	Total 70251, Planning Bill Nov 2022		\$5,818.77
Total 65388			\$5,818.77
Total SCJ Alliance			
State of WA - DOR	2022 - December - 2nd Council Meeting		
	EFT Payment 12/14/2022 1:39:35 PM - 3	B&O Utility Tax	\$4,287.77
	Nov 2022 DOR taxes	Utility B&O Tax	\$1,317.08
	410-000-000-534-34-44-00		\$5,604.85
	411-000-100-535-35-44-00		\$5,604.85
	Total Nov 2022 DOR taxes		\$5,604.85
Total EFT Payment 12/14/2022 1:39:35 PM - 3			\$5,604.85
Total State of WA - DOR			\$5,604.85
Stericycle	2022 - December - 2nd Council Meeting		
65385	Invoice - 12/14/2022 12:12:31 PM	Professional Services	\$8.50
	001-000-000-514-20-41-00	Professional Services	\$8.49
	101-000-000-543-30-41-02	Professional Services	\$8.50
	410-000-000-534-34-41-00	Professional Services	\$8.50
	411-000-100-535-35-41-04	Professional Services	\$33.99
	Total Invoice - 12/14/2022 12:12:31 PM		\$33.99
Total 65385			\$33.99
Total Stericycle			\$33.99
The Beacon	2022 - December - 2nd Council Meeting		
65386	3985, sheriff & Maintenance position	Advertising	\$41.60
	001-000-000-521-20-41-01	police	

001-000-000-576-80-41-00	Maintenance	Advertising	\$26.80
101-000-000-543-30-41-00	Maintenance	Advertising	\$26.80
410-000-000-534-34-41-03	Maintenance	Advertising	\$26.80
Total 3985, sheriff & Maintenance position			\$122.00
			\$122.00
			\$122.00

Total 65386
Total The Beacon

Thrive Law PLLC - EFT
Direct Pay Payment 12/14/2022 1:39:15 PM - 6
Invoice - 12/9/2022 4:13:14 PM
 001-000-000-515-41-41-00 City Attorney 40%
 410-000-000-534-34-41-01 Prof Svc City Atty 30%
 411-000-100-535-35-41-01 Prof Services City Attorney 30%

Total Invoice - 12/9/2022 4:13:14 PM
Total Direct Pay Payment 12/14/2022 1:39:15 PM - 6

Total Thrive Law PLLC - EFT

US Bank

EFT Payment 12/14/2022 1:39:35 PM - 4	2022 - December - 2nd Council Meeting		
Nov 2022 Credit Card Statement			
001-000-000-511-60-31-00	Zoom	Office & Operating Supplies	\$16.14
001-000-000-513-10-31-00	Card 8867	Office & Operating Supplies	\$37.99
001-000-000-513-10-43-00	Card 8480	Travel	\$11.78
001-000-000-514-20-31-00	Card 8480	Office & Operating Supplies	\$4.22
001-000-000-514-20-31-00	Card 8867	Office & Operating Supplies	\$9.99
001-000-000-514-20-31-00	Card 8867	Office & Operating Supplies	\$47.03
001-000-000-514-20-31-00	Card 8867	Office & Operating Supplies	\$92.90
001-000-000-514-20-31-00	Card 8480	Office & Operating Supplies	\$25.59
001-000-000-514-20-31-00	Card 8867	Office & Operating Supplies	\$29.02
001-000-000-514-20-31-00	Card 8867	Office & Operating Supplies	\$7.30
001-000-000-514-20-31-00	Card 8867	Office & Operating Supplies	\$32.95
001-000-000-521-20-31-00	Card 6517	Office & Operating Supplies	\$7.64
001-000-000-521-20-31-00	Card 6517	Office & Operating Supplies	\$7.30
001-000-000-521-20-31-00	Searchie Order	Office & Operating Supplies	\$603.82
001-000-000-521-20-31-00	Searchie Order	Office & Operating Supplies	\$17.98

001-000-000-521-20-31-00	Office & Operating Supplies	\$44.99
001-000-000-558-50-31-00	Office & Operating Supplies	\$29.02
001-000-000-576-80-31-00	Operating Supplies	\$30.03
001-000-000-576-80-42-00	Communications	\$24.97
Card 6517		
101-000-000-543-30-31-00	Operating Supplies	\$44.99
101-000-000-543-30-31-00	Operating Supplies	\$4.22
101-000-000-543-30-31-00	Operating Supplies	\$9.99
101-000-000-543-30-31-00	Operating Supplies	\$30.02
101-000-000-543-30-31-00	Operating Supplies	\$47.04
101-000-000-543-30-42-00	Communications	\$24.98
Card 6517		
101-000-000-543-50-48-00	Maintenance of Facilities	\$51.70
Card 8867		
410-000-000-534-34-31-00	Office & Operating Supplies	\$47.04
410-000-000-534-34-31-00	Office & Operating Supplies	\$30.03
410-000-000-534-34-31-00	Office & Operating Supplies	\$4.22
410-000-000-534-34-31-00	Office & Operating Supplies	\$26.37
410-000-000-534-34-31-00	Office & Operating Supplies	\$9.99
410-000-000-534-34-31-00	Office & Operating Supplies	\$29.03
410-000-000-534-34-31-00	Office & Operating Supplies	\$44.98
410-000-000-534-34-31-00	Office & Operating Supplies	\$7.28
410-000-000-534-34-31-00	Office & Operating Supplies	\$9.58
Card 8867		
410-000-000-534-34-42-00	Communications	\$24.98
Card 6517		
410-000-000-534-34-42-00	Communications	\$90.95
Card 6517		
410-000-000-534-34-49-10	Training	\$42.00
Shea BAT		
410-000-000-534-34-49-10	Training	\$42.00
Shea		
410-000-000-534-34-49-10	Training	\$42.00
Bryce		
410-000-000-534-34-49-10	Training	\$42.00
Dave		
410-000-000-534-34-49-10	Training	\$42.00
Shea training refund		
411-000-100-535-35-31-00	Office & Operating Supplies	(\$315.00)
411-000-100-535-35-31-00	Office & Operating Supplies	\$64.24
411-000-100-535-35-31-00	Office & Operating Supplies	\$7.28
411-000-100-535-35-31-00	Office & Operating Supplies	\$47.04
411-000-100-535-35-31-00	Office & Operating Supplies	\$4.22
411-000-100-535-35-31-00	Office & Operating Supplies	\$29.03
411-000-100-535-35-31-00	Office & Operating Supplies	\$26.37
411-000-100-535-35-31-00	Office & Operating Supplies	\$44.98
411-000-100-535-35-31-00	Office & Operating Supplies	\$9.99

411-000-100-535-35-31-00	Office & Operating Supplies	\$9.58
Card 8867		
411-000-100-535-35-31-00	Office & Operating Supplies	\$30.03
411-000-100-535-35-42-00	Communications	\$69.95
Card 6517		
411-000-100-535-35-49-00	Miscellaneous Expenditures	\$101.14
Bryce - treatment		
Total Nov 2022 Credit Card Statement		\$1,914.90
Total EFT Payment 12/14/2022 1:39:35 PM - 4		\$1,914.90
Total US Bank		\$1,914.90
USA Bluebook		
65392		
190112 Inv, Customer #: 698653	2022 - December - 2nd Council Meeting	\$196.57
411-000-100-535-35-31-00	Office & Operating Supplies	\$196.57
Total 190112 Inv, Customer #: 698653		\$196.57
Total 65392		\$196.57
Total USA Bluebook		\$196.57
USDA - Rural Development		
EFT Payment 12/14/2022 1:39:35 PM - 5	2022 - December - 2nd Council Meeting	
Dec 2022 Water bond A		
410-000-000-591-34-72-01	South Bench Bond A Principal	\$31,580.46
410-000-000-592-34-83-01	South Bench Bond A Interest	\$29,460.54
Total Dec 2022 Water bond A		\$61,041.00
Dec 2022 Water bond B		
410-000-000-591-34-72-02	South Bench Bond B Principal	\$25,879.55
410-000-000-592-34-83-02	South Bench Bond B Interest	\$24,142.45
Total Dec 2022 Water bond B		\$50,022.00
Total EFT Payment 12/14/2022 1:39:35 PM - 5		\$111,063.00
Total USDA - Rural Development		\$111,063.00
Van Valkenburg Law PS - EFT		
Direct Pay Payment 12/14/2022 1:39:15 PM - 7	2022 - December - 2nd Council Meeting	
2022 dec direct pay		
001-000-000-512-50-41-00	Public Defenders	\$1,200.00
Total 2022 dec direct pay		\$1,200.00
Total Direct Pay Payment 12/14/2022 1:39:15 PM - 7		\$1,200.00
Total Van Valkenburg Law PS - EFT		\$1,200.00
Vision Municipal Solutions		
65387		
09-11813 Tiffany Training	2022 - December - 2nd Council Meeting	
410-000-000-534-34-49-10	Training	\$350.00

\$350.00
\$700.00
\$700.00
\$700.00

Miscellaneous Expenditures

411-000-100-535-35-49-00
Total 09-11813 Tiffany Training

Total 65387
Total Vision Municipal Solutions

Ziply Fiber - EFT

EFT Payment 12/14/2022 1:39:35 PM - 6

2022 - December - 2nd Council Meeting

11/2022 phone lines Acct: 053119-5

001-000-000-514-20-42-00
101-000-000-543-30-42-00
410-000-000-534-34-42-00
411-000-100-535-35-42-00

Communications
Communications
Communications
Communications

\$28.34
\$28.34
\$28.34
\$28.33
\$113.35

Total 11/2022 phone lines Acct: 053119-5
11/2022 phone lines Acct: 111914-5

001-000-000-514-20-42-00
101-000-000-543-30-42-00
410-000-000-534-34-42-00
411-000-100-535-35-42-00

Communications
Communications
Communications
Communications

\$165.96
\$165.96
\$165.95
\$165.95
\$663.82
\$777.17
\$777.17

Total EFT Payment 12/14/2022 1:39:35 PM - 6

Total Ziply Fiber - EFT

Grand Total

Vendor Count

42

\$430,604.81

CITY OF NEWPORT
PAYROLL CHECK REGISTER
PAYDAY: December 09, 2022

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. 1347 through No. 1354 as well as the direct deposit run 12/07/2022 for employees are approved for payment in the amount of \$75,221.76 this 19th day of December 2022.

Councilmember _____

Councilmember _____

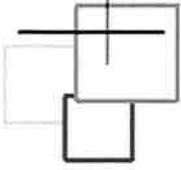
Councilmember _____

Councilmember _____

Councilmember _____

City Clerk/Treasurer  _____

Register



Number	Name	Fiscal Description	Cleared	Amount
1347	Dept of Labor & Industry	2022 - December - 1st Council Meeting		\$1,533.92
1348	Dept of Retirement - Def Comp	2022 - December - 1st Council Meeting		\$767.50
1349	Dept of Retirement Systems	2022 - December - 1st Council Meeting		\$7,552.57
1350	EFTPS	2022 - December - 1st Council Meeting		\$13,969.75
1351	Employment Security	2022 - December - 1st Council Meeting		\$110.46
1352	Employment Security - PMFL	2022 - December - 1st Council Meeting		\$245.83
1353	Idaho State Tax	2022 - December - 1st Council Meeting		\$353.00
1354	Virimly Benefit Solutions, Inc. - EFT	2022 - December - 1st Council Meeting		\$9,800.75
	Payroll Vendor	2022 - December - 1st Council Meeting		\$40,887.98
	<u>Direct Deposit Run -</u>			
	<u>12/7/2022</u>			\$75,221.76