

NEWPORT CITY COUNCIL AGENDA

August 05, 2024 AT 6:00 P.M.

INTRODUCTION

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

YOUR ELECTED OFFICIALS

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

CALL TO ORDER

ROLL CALL
PLEDGE OF ALLEGIANCE
AMENDMENTS & APPROVAL OF AGENDA &
07/15/24 COUNCIL MEETING MINUTES

MAYOR & COUNCIL COMMENTS:

AUDIENCE PARTICIPATION:

CITY ADMINISTRATOR COMMENTS:

NEW BUSINESS:

Swear in Police Officer Sander – Police Chief Nelson, Nickole North, Clerk/Treasurer

Public Hearing to discuss the six year transportation plan – Abby Gribi

Motion to approve Agreement NP2024-07 Interlocal Agreement between the City of Newport and Pend Oreille County for District Court Services – Abby Gribi, City Administrator

Motion to approve the 8th Street extension right of way dedication – Abby Gribi, City Administrator

BILLS & PAYROLL:

CLAIMS CHECKS 66366-66394	\$53,813.18
CLAIMS EFT 08/05/2024 Run 1-7	\$5,462.77
CLAIMS DIRECT PAY 07/26/2024 Run 1	\$1,781.00
PAYROLL E-CHECKS 1684-1688; Dir Deposit Run 07/12/2024	\$3,516.84
PAYROLL E-CHECKS 1689-1697; Dir Deposit Run 07/22/2024	\$93,163.30

EXECUTIVE SESSION:

Executive Session to discuss potential litigation with legal counsel pursuant to RCW 42.30.110(1)(i)(ii).

ADJOURNMENT:

MINUTES OF THE NEWPORT CITY COUNCIL MEETING ON
July 15, 2024

A meeting of the Newport City Council was held on July 15, 2024, at 6:00 PM in Council Chambers, City Hall, 200 S. Washington Avenue, Newport, Washington, with the following present:

	Keith Campbell	Mayor -Absent
	Abby Gribi	City Administrator
	Tiffany Hansen	Deputy Clerk/Treasurer
Kenneth Smith		Councilmember
Elizabeth Spring		Councilmember
Jami Sears		Councilmember
Mark Zorica		Mayor Pro Tem
Nathan Longly - Absent		Councilmember

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

Councilmember Sears moved to excuse Councilmember Longly. Councilmember Smith seconded the motion. Motion carried.

APPROVAL OF AGENDA & MINUTES:

Councilmember Sears moved to approve the agenda and the minutes from the July 1st, 2024 Council Meeting; Councilmember Spring seconded. Motion carried.

MAYOR AND COUNCIL COMMENTS:

No comments.

AUDIENCE PARTICIPATION:

Rob Owen, residing at 74 N. Milwaukee Newport, WA 99156, spoke regarding no parking signs that were placed on S. Washington in front of Owens Grocery & Deli at 337 S. Washington this morning. He stated that there was a lack of communication between the City of Newport and downtown businesses. Public Works Director North and City Administrator Gribi confirmed that they were placed there by a traffic control company for a partial road closure on Tuesday July 16, 2024, but that the City was unaware they were going to put up signs the day before. Mayor Pro Tem Zorica stated that the City will try to do better and asked that we let the company know that they need to inform us ahead of time.

STAFF COMMENTS:

Police Chief Nelson gave a law enforcement update. Chief Nelson stated that the Department has been working hard on known problem issues and there has been a 50-call load drop per month

from last year. He is very proud of his staff for this improvement. The Rodeo event went very well this year as the Rodeo was better staffed and the Department had a very good partnership with the Association and staff. The Department vehicle decals are being redone so that all vehicles have the same logo and decals. There have been two new hires in the Department. One is going to the academy next month and will hopefully be on the road late January. The other should be able to start next month. Work on the renovations to the new building is almost complete. Chief Nelson stated that parking downtown is a problem. He is going to propose a change from 2-hour to 4-hour parking limits. Councilmember Sears asked about cost. Public Works Director North and Administrator Gribi said it would be minimal as it could be achieved with stickers on existing signs and mentioned it would be a change to the Code. City Administrator Gribi will investigate it. Mayor Pro Tem Zorica asked about the City's relationship with the County. Chief Nelson stated it is very good.

Interim Fire Chief Nokes gave a Fire Department update. Chief Nokes said the Department had 7 fires from January to June - 2 structure fires, appliance fires, vehicle fire and rubbish pile. He thanked City Administrator Gribi, Public Works Director North and City employees for their assistance during the structure fires in the City. They responded to a couple of hazmat issues and had 14 transports to the hospital. The planned structure fire near the hospital went well despite an advancing weather system. They inspected the firework stands and he had a good conversation with a concerned citizen regarding fireworks in the City. The Newport Fire Station renovations are getting done. The Department is recruiting two new EMTs and interviews for the Fire Chief will be on Saturday.

Public Works Director North gave a public works update. Public Works Director North thanked his crew and said he has a great team right now. The pickleball court is progressing and should be complete soon. There is some landscaping to do. The City Parks are a little brown as we are conserving water on irrigation so the City can keep the splash pad going to provide relief from the heat. The TIB project is mostly complete on the south side. They are working on Spokane this week and will work on Cass next week. The schedule has been posted on Facebook. The City is going to grade and oil all dirt roads in the City. The trucks are being repaired and prepared for that. After that they will do chip sealing. Councilmember Sears asked what the City is doing to notify the public about the road work. Public Works Director North and Administrator Gribi said the City is printing and delivering door hangers and posting on Facebook. Mayor Pro Tem Zorica said that they are doing a great job.

WWTP/WTP Superintendent Howard gave a plant and collection system update. The Wastewater Treatment Plant annual maintenance has been completed. The ditch will be done in October. Plant Superintendent Howard thanked his crew and said the summer intern is doing a great job. Deep cleaning has been completed with the extra help. The City had a couple of water violations last month. The TMG technician is coming out to work on the flow pace meter. Work is being done on the Plaggers lift station to install an additional pump. The water plant is currently offline, they are working on getting it fixed. Councilmember Sears asked if there was an improvement since the grease trap inspections were completed. Plant Superintendent Howard said that yes, it is noticeable, and it will help the system.

CITY ADMINISTRATOR COMMENTS:

The WSDOT paperwork for the sidewalk project should be completed for the State by Friday and it should be bid out within the next two weeks.

The SOA training on July 23rd still has availability and three staff members have signed up.

A circus will be at the Rodeo grounds on July 26 and 27. They will not use the entire site, just the vendor area and they will be providing their insurance documents.

The City network is migrating to the Cloud next week.

The City received a check for the 2014 Ford that was surplused. It sold for \$3500.00 less \$350.00 consignment cost.

The remodel of the Fire Department building is moving forward and should be done in the next three weeks.

Public Works Director North's truck threw a piston in the motor. The City has received some quotes for approximately \$17,000.00 to repair. It would be \$60,000.00 - \$70,000.00 to replace. The City may request TIB revenue from Council to fix the truck as it has mostly been used on the road project.

NEW BUSINESS:

Councilmember Spring moved to approve JUB Engineers, Inc Agreement for professional services for design on elements of the wastewater collection system – JUB Project #70-24-021 – to begin Summer 2024 and continue into Spring 2026 in the amount of \$1,540,000; Councilmember Sears seconded. Motion carried.

Councilmember Sears moved to approve JUB Engineers, Inc Agreement for professional services for design for upgrade of the existing wastewater treatment facility – JUB Project #70-24-22 – Preliminary Design Phase 000 in the amount of \$873,610; Councilmember Smith seconded. Motion carried.

BILLS & PAYROLL:

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

2024 CLAIMS CHECKS 66335-66365	\$42,344.78
2024 CLAIMS EFT 07/09/2024 Run 1-12	\$29,330.90
2024 CLAIMS DIRECT PAY 07/09/2024 Run 1-8	\$8,374.19
PAYROLL E-CHECKS 1675-1683; Dir Deposit Run 07/02/2024	\$83,135.37

Agency City of Newport
 County No. 26
 City No. 0860
 MPO n/a

Hearing Date 8/05/2024
 Adoption Date
 Resolution No. 20240819

PRIORITY NUMBER	PROJECT IDENTIFICATION	TOTAL LENGTH	PROJECT COSTS IN THOUSANDS OF DOLLARS										EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY			
			PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION					TOTAL	1st	2nd	3rd	4th thru 6th	ENVIR. TYPE	Y/N DATE	RW REQ MONTH/YR			
					FEDERAL FUNDING		RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS											
					FEDERAL FUND CODE	FEDERAL COST BY PHASE														
1	A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE Scott St Improvements Hwy 2 to Spruce St Full Depth Recycling where needed and chipseal preservation	47	PE RW CONST TOTAL	9/25				TIB	46,000	2,300	48,300				EIS CE EA NA	N DATE N/A				
2	2nd St Improvements Callispel to Spokane Full Depth Recycling where needed and chipseal preservation	4	PE CONST TOTAL	9/25			TIB	40,000	2,000	42,000					EIS CE EA NA	N DATE N/A				
3	3rd St Improvements Callispel to Spokane Full Depth Recycling where needed and chipseal preservation	.33	PE RW CONST TOTAL	9/25			TIB	40,000	2,000	42,000					EIS CE EA NA	N/A DATE N/A				

Washington State
Department of Transportation

City of Newport
County No. 26
City No. 0860
MPO n/a

Agency City of Newport

County No. 26

City No. 0860

MPO n/a

Hearing Date 08.05.24

Adoption Date

Resolution No. 20240819

FUNCTIONAL CLASS	PRIORITY NUMBER	PROJECT IDENTIFICATION	TOTAL LENGTH	PROJECT COSTS IN THOUSANDS OF DOLLARS										EXPENDITURE SCHEDULE (Local Agency)					FEDERALLY FUNDED PROJECTS ONLY	
				PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION					STATE FUNDS	LOCAL FUNDS	TOTAL	1st	2nd	3rd	4th thru 6th	ENVIR TYPE	R/W REQ Y/N DATE	
						FEDERAL FUNDING	FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP	CAPP										TIA
	7	Warren Ave S Improvements Full depth recycling where needed from Hwy 2 to 2nd st and 1st to Ash St and chipseal preservation	.68	PE R/W CONST TOTAL	9/25							60,000	3,000	63,000					EIS CE EA NA	N DATE N/A
	8	Washington Ave N Improvements Hwy 20 to Larch Full depth recycling where needed and chipseal preservation	.13	PE R/W CONST TOTAL	9/25							25,000	1,250	26,250					EIS CE EA NA	N DATE N/A
	9	1st st Grind and Overlay Hwy 2 to City limits 2 inch grind and overlay, reset manhole and valve covers. Rehab catch basins and drywells add additional drywells where needed.	.91	PE R/W CONST TOTAL	5/26 9/27							42,750 451,250	2,250 23,750	45,000 475,000					EIS CE EA NA	N DATE N/A
												494,000	26,000	520,000						

Six Year Transportation Improvement Program 2024 to 2029

Washington State
Department of Transportation

Agency City of Newport

County No. 26

City No. 0860

MPO n/a

Hearing Date 08.05.24

Adoption Date _____

Resolution No. 20240819

FUNCTIONAL CLASS	PRIORITY NUMBER	PROJECT IDENTIFICATION	PROJECT COSTS IN THOUSANDS OF DOLLARS										EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY		
			TOTAL LENGTH	PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION					STATE FUNDS	LOCAL FUNDS	TOTAL	1st	2nd	3rd	4th thru 6th	ENVIR. TYPE	R/W REQ Y/N
						FEDERAL FUNDING	FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP	TIA									
		A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE																	
		Safe Walking Plan to School		PE	06/26	TIB	TBD	TBD	TBD	TBD	TBD	TBD	TBD					EIS	N
	10	establish sidewalks for walking plan throughout city		R/W														CE	
				CONST	09/29	TIB	TBD	TBD	TBD	TBD	TBD	TBD	TBD					EA	DATE
				TOTAL														NA	N/A
		Interior couplet streets chipseal		PE														EIS	N
	11	chipseal all intior rds of couplet	35	R/W														CE	
		Spruce, Pine, 1st, 2nd, 3rd		CONST	9/28	TIB	125,000	6,250	131,250	6,250	131,250	131,250	131,250					EA	DATE
		State Hwy 2 Sidewalk Extension Project		TOTAL			125,000	6,250	131,250	6,250	131,250	131,250	131,250					NA	N/A
	12	7th St to City Line	22	PE	8/26	WSDOT	124,800		124,800		124,800	124,800	124,800					EIS	N
				R/W														CE	
				CONST	8/27	WSDOT	625,200	30,000	655,200	30,000	685,200	655,200	655,200					EA	DATE
				TOTAL			750,000	30,000	780,000	30,000	810,000	780,000	780,000					N/A	N/A
	13	Ongoing Maintenance and small projects		PE														EIS	N
		City funded		R/W														CE	
				CONST	ongoing													EA	DATE
				TOTAL														EA	DATE

NP2024-07

INTERLOCAL GOVERNMENTAL CONTRACT BETWEEN
THE CITY OF NEWPORT, WASHINGTON
AND
PEND OREILLE COUNTY
FOR DISTRICT COURT SERVICES

ARTICLE I

PART I

PURPOSE OF AGREEMENT / AUTHORITY

1) This Agreement is made between Pend Oreille County ("County") and the City of Newport ("City"), (collectively "the Parties"), pursuant to Ch. 39.34 RCW.

2) The County has an established District Court System. The Parties believe it is in the public interest to make these services available to the City on a contractual basis as set forth herein.

3) The Revised Code of Washington under Ch. 39.34, the Interlocal Cooperation Act, encourages governmental units to share existing services, thereby minimizing the cost of providing these services. Further, RCW 3.50.815 and RCW 3.62 provide a framework authorizing and outlining the responsibilities of the Parties when contracting for the specific services set forth in this Agreement.

ARTICLE II

PART I

DISTRICT COURT SERVICES / COSTS

1) The purpose of this section is to provide the City with appropriate court services for the collection of monetary penalties paid for parking violations and adjudication of criminal, traffic, or nontraffic violations and infractions filed by the City and/or in the name of the City by other law enforcement city agencies for an ordinance violation or any other infractions or criminal violations within the jurisdiction of the City to prosecute, and such other court services as set forth herein.

2) The District Court filing for such each criminal, traffic or nontraffic violations and infractions filed with the Court is determined by calculating the combined hourly rate of the Judge and Clerk's base annual salary times the average time allotted to process each case until adjudicated. The City agrees to make payment for each case filed in District Court according to the following filing fee schedule:

a)	Infractions (traffic and non-traffic)	\$30.00
b)	Criminal traffic citations	\$140.00
c)	Criminal non-traffic citations	\$140.00

3) The filing fees set forth in Paragraph 2, above shall be the only costs charged to the City by the District Court to satisfy the requirements of RCW 3.62 for each action filed in District Court, provided that the City shall be subject to such other District Court costs as specifically set forth in this contract.

4) The District Court shall bill the City quarterly for all cases filed and the City shall

remit payment within 30 days after receipt of the quarterly billing.

5) All criminal, traffic, or non-traffic violations and infractions, except parking violations, occurring within the corporate limits of the City and within the jurisdiction of the City to prosecute shall be filed in the name of the City whether filed by a City officer or by any other law enforcement agency.

6) The City shall be charged a filing fee when a criminal, traffic, or non-traffic violation or infraction or complaint, except a parking violation, is filed in the name of the City with the District Court and subsequent to the entry of the citation, violation or complaint into the District Court information system.

7) Jury Trial Costs: The cost of jury trials imposed by District Court shall be paid by the City as follows:

a) One-half of the total cost of each jury trial calculated at \$20.00 per juror, per day, plus allowable mileage when authorized.

For the purpose of this contract, a juror day shall be authorized assessment when jurors have verified their attendance with the Clerk of the Court.

b) Pursuant to RCW 3.62.050, the City shall not be subject to costs of the District Court office spaces, courtrooms, the cost of probation and parole and any personnel employment thereof.

8) The District Court shall appoint a special public defender when there is a conflict of interest with the City Public Defender. The conflict of interest will be determined by the District Court. The conflict of interest Special Public Defender will be paid \$70.00 per hour by the City. The Special Public Defender shall prepare the motion and Findings of Facts that there is a conflict of interest, all of which shall be submitted to the City after the District Court signs the order. The Special Public Defender hourly fee shall not be raised during the term of this contract.

9) Other costs shall be billed and paid in the same manner as provided in Subsection 4 of this Part.

10) The City agrees, at City expense, to provide prosecutorial services and pursuant to RCW 3.62.070, public defender services, for actions filed in District Court in the name of the City.

PART II

DISPOSITION OF FINES, COSTS, ETC.

1) In accordance with RCW 3.62.040(1), all costs, fines, forfeitures, and penalties assessed and collected, in whole or in part, by the District Court for adjudicated City cases shall be remitted by the Clerk of the District Court to the City at least monthly directly to the City Clerk/Treasurer of the City.

2) "Certain Costs" as defined in RCW 3.62.040(2) means those costs awarded to prevailing parties in civil actions under RCW 4.84.010 or RCW 36.18.040, or those costs awarded against convicted defendants in criminal actions under RCW 10.01.160, 10.46.010 and 36.18.040, or other similar statutes if such costs are specifically designated as costs by the District Court and are awarded for the specific reimbursement of costs incurred by the City in the prosecution of City cases, including the fees of defense counsel. Monies collected under this subsection shall be remitted by the Clerk of the District Court at least monthly directly to the City Clerk Treasurer of the City.

3) In accordance with RCW 3.62.040(4), all money collected for City parking violations shall be remitted by the Clerk of the District Court at least monthly directly to the City Clerk/Treasurer of the City.

4) The City supports the implementation and funding of a Pend Oreille County Probation Department. For the purpose of providing additional funding for the Probation Department, the City, pursuant to RCW 10.64.120, encourages the District Court when deemed appropriate, to levy a monthly assessment on City cases whenever a person is referred by the court to the Probation Department. The County will retain any assessments collected under this section.

NSF fees will be collected by District Court when appropriate and the County will retain any fees collected under this section.

ARTICLE III

PART I

GENERAL PROVISION

1) The following apply equally to each Article within this Agreement as though fully set forth in the Article.

PART II

ARBITRATION

1) 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 County are unable to reach an agreement within sixty (60) days prior to the expiration of this Agreement, the matter shall be submitted to binding arbitration. The City and County shall each select one arbitrator, the two of whom shall pick a third arbitrator. All terms of the existing Agreement, whether disputed or not, shall remain in effect until a new agreement is reached or an arbitration award is made.

PART III

GENERAL MUTUAL INDEMNITY

To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party's comparative liability.

The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

The City agrees that the County does not assume any liability or responsibility for or release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any City ordinance, rule, regulation, policy or procedure is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney fees.

The indemnification obligations of the Parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other worker's compensation act, disability benefit act or other employee benefit act. Each Party hereby expressly waives any immunity afforded by such acts to the extent required by a Party's obligations to indemnify, defend and hold harmless the other Party or Parties. A Party's waiver of immunity does not extend to claims made by its employees directly against the Party as employer.

The foregoing indemnification obligations of the Parties are a material inducement to enter into this Agreement and have been mutually negotiated. The foregoing indemnification, defense, and hold harmless obligations shall survive termination of this Agreement.

PART IV

GENERAL COMPONENTS

1) This Agreement shall not be construed as or deemed 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.

2) No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose whatsoever.

3) Each party agrees to aid and assist the other in accomplishing the objectives of this Agreement.

4) This Agreement, upon its effective date, supersedes all prior agreements and contracts for District Court services.

5) No new or separate legal or administrative entity is created by this agreement.

6) No joint property is authorized or contemplated by this agreement. In the event joint property is acquired, division of the property shall occur in proportion to the purchase money contributed by a party.

7) The parties remain responsible for establishing and maintaining their respective budgets and no joint or cooperative financing is contemplated by this agreement aside from the provisions for cost reimbursement for District Court Services and the distribution of fines collected by the District Court stated in Article II Part I and II.

8) The representatives and administrators of this Agreement are:

PEND OREILLE COUNTY

CITY OF NEWPORT:

District Court Administrator
229 S Garden Ave
Newport, WA 99156
509-447-4110

City Administrator
200 S Washington Ave
Newport, WA 99156
509-447-6496

PART V

MODIFICATION / TERMINATION

Either party may terminate this agreement without cause if such party provides written notice of their intent to terminate in accordance with RCW 3.50.810 and 35.20.010. The City must provide its notice to the Clerk and Chair of the Board of County Commissioners prior to the statutorily required date. The County must provide its notice to the City Clerk / Treasurer and the Mayor by the statutorily required date.

PART VI

SEVERABILITY

If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

PART VII

EFFECTIVE DATE OF CONTRACT

This Agreement when signed shall be in full force and effect beginning January 1, 2025, through December 31, 2030.

IN WITNESS WHEREOF, the parties have executed this Agreement by reason of the authorization obtained by them as required by the laws governing their respective jurisdiction and powers.

PEND OREILLE COUNTY
BOARD OF COUNTY COMMISSIONERS:

CITY OF NEWPORT:

Title: Chair
Print: _____
Date Signed: _____

Title: Mayor
Print: _____
Date Signed: _____

ATTEST:

ATTEST:

Name: _____
Title: Clerk of the Board

Print Name _____
Title: City Clerk / Treasurer

Robin McCroskey
District Court Judge

After Recording Return to:
City Clerk's Office City of Newport
200 S. Washington Avenue
Newport, WA 99156

Document Title: RIGHT OF WAY DEDICATION DEED
Grantor(s): Skyliners MPH, LLC, a Washington Limited Liability Company
Grantee: City of Newport
Legal Description (abbrev.): 30-foot of ROW along frontage of NKN S Warren Ave
Full Legal attached as Exhibit A
Assessor's Tax Parcel No.: 453124600005

RIGHT OF WAY DEDICATION DEED

Skyliners MPH LLC, in consideration of mutual benefit, and other valuable consideration, grant unto the City of Newport, a municipal corporation of the State of Washington, and its assigns, a public right-of-way, as described on Exhibit A, to be used for all lawful right-of-way purposes, surface and subsurface, including without limitation:

- Streets
- Sidewalks
- Installation
- Operation and maintenance of utilities
- Any other such use that municipalities may make of rights of way from time to time, now or in the future, for the use and benefit of the public, over, under, upon and across the hereinafter described property.

All such uses are unrestricted in location within the right-of-way and will not be limited in any way by the state of being, condition or location of the street.

The City of Newport has the right to utilize such additional width as may be necessary temporarily for the placing of excavated materials thereon and for initial construction and maintenance operations. The City must restore the disturbed property to equal or better condition.

It is understood and agreed that delivery of this Deed is hereby tendered and that its terms and obligations are not binding upon the City of Newport unless and until the Newport City Council has adopted a Resolution accepting this Right-of-Way Deed of Dedication and the below Certificate of Acceptance has been executed.

CERTIFICATE OF ACCEPTANCE OF RIGHT OF WAY DEDICATION DEED

The interest in the real property conveyed by this Right of Way Dedication Deed has been accepted by Resolution No. _____ of the City Council of the City of Newport, adopted this _____ day of _____, 2024, and the authorized officer of such governing body has consented to recordation with the Pend Orielle County Auditor of such Deed of Dedication.

Accepted by the City of Newport

By: _____
Mayor Keith Campbell

ATTEST:

Nickole North
City Clerk

Approved as to form:

Megan Clark, City Attorney

CITY OF NEWPORT
VOUCHER REPORT

DATE: August 5, 2024 (Second Council Meeting Run)

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

Claims Checks 66366-66394 \$53,813.18

EFT 8/5/2024: 1-7 \$5,462.77

Direct Pay 7/26/2024: 1 \$1,781.00

Grand Total of all Claims \$61,056.95

Deputy City Clerk/Treasurer: 

Canon Solutions America
66368

Reference	Account Number	Description	Amount
2024 - August - 1st Council Meeting			
Invoice - 33415198	001-000-000-591-18-70-01	1/4 Copier Lease	\$7.75
	Property Tax		
	001-000-000-591-21-70-02	Police Copier Lease	\$7.76
	101-000-000-591-47-70-01	1/4 Copier Lease	\$7.76
	410-000-000-591-34-70-01	1/4 Copier Lease	\$7.76
	411-000-100-591-35-70-01	1/4 Copier Lease	\$7.76
Total Invoice - 33415198			\$38.79
Invoice - 33803270	001-000-000-513-10-48-01	Maintenance Copier	\$45.01
	001-000-000-521-20-48-01	Maintenance Copier	\$32.07
	001-000-000-591-18-70-01	1/4 Copier Lease	\$69.89
	001-000-000-591-21-70-02	Police Copier Lease	\$124.06
	101-000-000-543-30-48-01	Maintenance Copier	\$45.02
	101-000-000-591-47-70-01	1/4 Copier Lease	\$69.89
	410-000-000-534-34-49-03	Maint. Agrmt- Copier Machine	\$45.02
	410-000-000-591-34-70-01	1/4 Copier Lease	\$69.90
	411-000-100-535-35-49-03	Maint Agrmt. - Copier Machine	\$45.02
	411-000-100-591-35-70-01	1/4 Copier Lease	\$69.89
Total Invoice - 33803270			\$615.77
Total 66368			\$654.56
Total Canon Solutions America			\$654.56

CNA Surety	66369	2024 - August - 1st Council Meeting	
		WA Notary Premium 10/12/2024 N North	
		001-000-000-513-10-46-00	\$50.00
		Liability Insurance	
		Notary bond premium	
Total WA Notary Premium 10/12/2024 N North			\$50.00
Total CNA Surety	66369		\$50.00

CO-Energy	66370	2024 - August - 1st Council Meeting	
		Invoice - 0530481-IN	
		411-000-100-535-35-48-00	\$609.05
		Gear Fluid	
		Repair & Maintenance	
Total Invoice - 0530481-IN			\$609.05
Total CO-Energy	66370		\$609.05

Voucher Number	Reference	Account Number	Description	Amount
66371	Invoice - 1534	2024 - August - 1st Council Meeting		
		411-000-100-535-35-31-00	Office & Operating Supplies	\$652.66
			Light bulbs	
	Total Invoice - 1534			\$652.66
Total 66371				\$652.66
Total Conifer Electric Inc.				\$652.66
66372	Invoice - 50776	2024 - August - 1st Council Meeting		
		410-000-000-534-34-48-00	Repair & Maintenance	\$847.60
			Transducer failure at 900K res Job1036199435	
	Total Invoice - 50776			\$847.60
Total 66372				\$847.60
Total Correct Equipment				\$847.60
66373	EFT Payment 8/5/2024 10:22:53 AM - 1	2024 - August - 1st Council Meeting		
		06/30/2024 EMLVO Statement		
		001-000-000-515-41-41-00	Prof Services - City Attorney	\$912.00
		410-000-000-534-34-41-01	Prof Svc City Atty	\$413.25
		411-000-100-535-35-41-01	Prof Services City Attorney	\$413.25
	Total 06/30/2024 EMLVO Statement			\$1,738.50
	Total EFT Payment 8/5/2024 10:22:53 AM - 1			\$1,738.50
Total Etter, McMahon, Lamberson, Van Wert, Oreskovich PC - EFT				\$1,738.50
66373	Invoice - 4994	2024 - August - 1st Council Meeting		
		001-000-000-521-20-41-00	Professional Services	\$300.00
	Total Invoice - 4994			\$300.00
Total 66373				\$300.00
Total Evans & Associates				\$300.00
66373	EFT Payment 8/5/2024 10:22:53 AM - 2	2024 - August - 1st Council Meeting		
		410-000-000-534-34-31-00	Office & Operating Supplies	\$202.55
			Touch Pads	
	Total Invoice - 0046355			\$202.55
Total EFT Payment 8/5/2024 10:22:53 AM - 2				\$202.55
Total Ferguson Waterworks - EFT				\$202.55

Vendor	Number	Reference	Account Number	Description	Amount
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iFiber Communications - AUTOPAY					
EFT Payment 8/5/2024 10:22:53 AM - 3					
August 2024 iFiber Statement					
	001-000-000-514-20-42-00	2024 - August - 1st Council Meeting		Communications	\$22.50
				Internet	
	001-000-000-521-20-42-00			Communications	\$85.00
	001-000-000-576-80-42-00			Communications	\$31.92
	001-000-000-576-80-42-00			Communications RV Park	\$89.95
	101-000-000-543-30-42-00			Communications	\$54.42
	410-000-000-534-34-42-00			Communications	\$145.38
	411-000-100-535-35-42-00			Communications	\$118.27
					\$547.44
					\$547.44
Total August 2024 iFiber Statement					
Total EFT Payment 8/5/2024 10:22:53 AM - 3					
Total iFiber Communications - AUTOPAY					

International Selkirk Loop					
66374					
2024-2025 Dues-262					
	109-000-000-573-90-49-00	2024 - August - 1st Council Meeting		Spectator & Community Events	\$110.00
				2024-2025 membership dues	
Total 2024-2025 Dues-262					

Total 66374					
Total International Selkirk Loop					

JUB Engineers					
66375					
Invoice - 0175012					
	001-000-000-522-30-41-00	2024 - August - 1st Council Meeting		Professional Services	\$7,086.00
				Fire Department SPOFR	
				Structural design fire station windows	
Total Invoice - 0175012					

Total 66375					
Total JUB Engineers					

Lexipol LLC					
66376					
Invoice - INVPRA11239328					
	001-000-000-521-20-41-00	2024 - August - 1st Council Meeting		Professional Services	\$907.50
Total Invoice - INVPRA11239328					
Total 66376					
Total Lexipol LLC					

Vendor	Number	Reference	Account Number	Description	Amount
Newport Miner	66377	Invoice - 6708	411-000-100-535-35-41-05	2024 - August - 1st Council Meeting	\$65.40
			Ord 2121 Gen Sewer Plan and WW Facility Plan		
		Total Invoice - 6708			\$65.40
		Total 66377			\$65.40
Total Newport Miner					\$65.40
Park Deposit Refunds	66378	Park Deposit 7/7/24 Dahlin Refund	001-000-000-582-10-00-00	2024 - August - 1st Council Meeting	\$50.00
			City Park 7/7/2024		
		Total Park Deposit 7/7/24 Dahlin Refund			\$50.00
		Total 66378			\$50.00
Total Park Deposit Refunds					\$50.00
Pitney Bowes Bank Reserve Account - AUTO PAY		EFT Payment 8/5/2024 10:22:53 AM - 4		2024 - August - 1st Council Meeting	\$100.00
		June 2024 Pitney Bowes Statement	001-000-000-514-20-42-00	Communications	\$100.00
			101-000-000-543-30-42-00	Communications	\$400.00
			410-000-000-534-34-42-00	Communications	\$400.00
			411-000-100-535-35-42-00	Communications	\$1,000.00
		Total June 2024 Pitney Bowes Statement			\$1,000.00
		Total EFT Payment 8/5/2024 10:22:53 AM - 4			\$1,000.00
Total Pitney Bowes Bank Reserve Account - AUTO PAY					\$1,000.00
Pitney-Bowes -AUTO PAY		EFT Payment 8/5/2024 10:22:53 AM - 5		2024 - August - 1st Council Meeting	\$132.47
		Invoice - 3319282893	001-000-000-591-18-70-02	1/4 Postage Machine Lease	\$132.47
			101-000-000-591-47-70-02	1/4 Postage Lease	\$132.48
			410-000-000-591-34-70-02	1/4 Postage Machine Lease	\$132.48
			411-000-100-591-35-70-02	1/4 Postage Machine Lease	\$529.90
		Total Invoice - 3319282893			\$529.90
		Total EFT Payment 8/5/2024 10:22:53 AM - 5			\$529.90
Total Pitney-Bowes -AUTO PAY					\$529.90
PO CO District Court	66379	2Q2024 District Court Fees	001-000-000-512-52-49-00	2024 - August - 1st Council Meeting	\$5,270.00
				District Court Fees	

Vendor	Number	Reference	Account Number	Description	Amount
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Infractions and criminal filed

Total 2Q2024 District Court Fees

Total 66379
Total PO CO District Court

Pointe Pest Control
66380

2024 - August - 1st Council Meeting

Invoice - 2816968
001-000-000-521-20-41-00 Professional Services
Total Invoice - 2816968

Total 66380
Total Pointe Pest Control

POVMS DBA Newport Equipment
66381

2024 - August - 1st Council Meeting

Invoice - 752
101-000-000-542-61-41-05 TIB Chip Seal Project
TIB Chip Seal 2024

Total Invoice - 752

Invoice - 778

Operating Supplies

Total Invoice - 778

Total 66381
Total POVMS DBA Newport Equipment

Priest River Glass
66382

2024 - August - 1st Council Meeting

Invoice - 655561
101-000-000-543-30-48-00 Equipment Repair & Maint
Dump Truck repair

Total Invoice - 655561

Total 66382
Total Priest River Glass

Procom LLC
66383

2024 - August - 1st Council Meeting

Invoice - 109994
001-000-000-521-20-41-00 Professional Services
Pre employment Drug

\$78.00

Vendor Number	Reference	Account Number	Description	Amount
Total 66383				\$156.00
Total Procom LLC				\$234.00
	Total Invoice - 109994	101-000-000-543-30-41-02	Professional Services	\$234.00
Public Safety Testing, Inc.				\$111.67
66384				\$111.67
	Total Invoice - 2024-648			\$111.67
		2024 - August - 1st Council Meeting		
		001-000-000-521-10-49-00	Civil Service Miscellaneous	\$111.67
			Ability testing police officers subscription	\$111.67
Total Public Safety Testing, Inc.				\$111.67
Rob's Heating & Cooling				\$511.58
66385				\$511.58
	Total Invoice - 4307			\$511.58
		2024 - August - 1st Council Meeting		
		001-000-000-521-20-48-00	Repair & Maintenance Equipment	\$511.58
			Capacitor parts and repair police department	\$511.58
Total Rob's Heating & Cooling				\$511.58
Salesky Service Center				\$106.03
66386				\$106.03
	Total Invoice - 2024-1816			\$106.03
		2024 - August - 1st Council Meeting		
		001-000-000-521-20-48-00	Repair & Maintenance Equipment	\$106.03
			69859D Ford F150 Service	\$106.03
Total Salesky Service Center				\$106.03
SCJ Alliance - DIRECT PAY				\$1,781.00
				\$1,781.00
	Total Invoice - 77388			\$1,781.00
		2024 - August - 1st Council Meeting		
		001-000-000-558-50-41-00	Professional Services	\$1,781.00
			Engineering On-Call Services	\$1,781.00
Total SCJ Alliance - DIRECT PAY				\$1,781.00

Vendor	Number	Reference	Account Number	Description	Amount
United Rentals	66391	06/30/2024	101-000-000-542-61-41-05	2024 - August - 1st Council Meeting TIB Chip Seal Project TIB Chip Seal 2024	\$2,974.97
				Roller rental 6/11-7/9	
				Total 06/30/2024 United Rentals Statement	\$2,974.97
				Total 66391	\$2,974.97
Total United Rentals					\$2,974.97
USA Bluebook	66392	Invoice - INV00364492	411-000-100-535-35-31-00	2024 - August - 1st Council Meeting Office & Operating Supplies	\$585.47
				Lab supplies	
				Total Invoice - INV00364492	\$585.47
				Total 66392	\$585.47
Total USA Bluebook					\$585.47
Vimly Benefit Solutions, Inc. - EFT					
		EFT Payment 8/5/2024 10:22:53 AM - 6	001-000-000-521-20-20-03	2024 - August - 1st Council Meeting Leoff I Med Insur/LifeFlight	\$775.14
		August 2024 LEOFF1			\$775.14
				Total August 2024 LEOFF1	\$775.14
				Total EFT Payment 8/5/2024 10:22:53 AM - 6	\$775.14
Total Vimly Benefit Solutions, Inc. - EFT					\$775.14
Zenner USA	66393	Invoice - 0090835-IN	410-000-000-534-34-31-00	2024 - August - 1st Council Meeting Office & Operating Supplies	\$964.28
				Total Invoice - 0090835-IN	\$964.28
				Invoice - 0091411-IN	\$640.53
				410-000-000-534-34-31-00	\$640.53
				Total Invoice - 0091411-IN	\$1,604.81
				Total 66393	\$1,604.81
Total Zenner USA					\$1,604.81
ZiPLY Fiber - AUTO PAY		EFT Payment 8/5/2024 10:22:53 AM - 7	411-000-100-535-35-42-00	2024 - August - 1st Council Meeting Communications	\$126.21
		06/01/2024 ZiPLY Statement 5094472072		Autodialer	
				Total 06/01/2024 ZiPLY Statement 5094472072	\$126.21

Vendor Number	Reference	Account Number	Description	Amount
	06/23/2024	ZiPLY Statement 5094472226		
		001-000-000-521-20-42-00	Communications	\$136.21
			Fax Line June-July	
		001-000-000-521-20-42-00	Communications	\$153.80
			Fax Line May - June	
		Total 06/23/2024 ZiPLY Statement 5094472226		\$290.01
	07/01/2024	ZiPLY Statement 5094472072		
		411-000-100-535-35-42-00	Communications	\$127.36
			Autodialer	
		Total 07/01/2024 ZiPLY Statement 5094472072		\$127.36
	7/23/2024	ZiPLY Statement 5094472226		
		001-000-000-521-20-42-00	Communications	\$125.66
			Fax Line July - August	
		Total 7/23/2024 ZiPLY Statement 5094472226		\$125.66
		Total EFT Payment 8/5/2024 10:22:53 AM - 7		\$669.24
		Total ZiPLY Fiber - AUTO PAY		\$669.24
Grand Total		Vendor Count	37	\$61,056.95

CITY OF NEWPORT
PAYROLL CHECK REGISTER
PAYDAY: July 10, 2024

We, the undersigned Council of the City of Newport, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that Check No. 1684 through No. 1688 as well as the Direct Deposit run 07/12/2024 for employees are approved for payment in the amount of \$3,516.84 this 5th day of August 2024.

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

City Deputy Clerk/Treasurer  _____

Register

Number	Name	Fiscal Description	Cleared	Amount
1684	Dept of Retirement Systems	2024 - July - 1st Council Meeting		\$430.40
1685	EFTPS	2024 - July - 1st Council Meeting		\$715.74
1686	Employment Security	2024 - July - 1st Council Meeting		\$6.22
1687	Employment Security - PMFL	2024 - July - 1st Council Meeting		\$16.43
1688	Idaho State Tax	2024 - July - 1st Council Meeting		\$131.00
	Cotteen, Joshua D	2024 - July - 1st Council Meeting		\$2,217.05
<u>Direct Deposit Run -</u>				
<u>7/12/2024</u>				\$3,516.84

CITY OF NEWPORT
PAYROLL CHECK REGISTER
PAYDAY: July 25, 2024

We, the undersigned Council of the City of Newport, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that Check No. 1689 through No. 1697 as well as the Direct Deposit run 7/22/2024 for employees are approved for payment in the amount of \$93,163.30 this 5th day of August 2024.

Councilmember _____

Councilmember _____

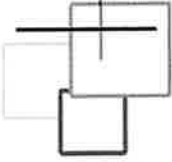
Councilmember _____

Councilmember _____

Councilmember _____

City Deputy Clerk/Treasurer W Hansen _____

Register



Number	Name	Fiscal Description	Cleared	Amount
1689	Dept of Labor & Industry	2024 - July - 2nd Council Meeting		\$3,219.27
1690	Dept of Retirement - Def Comp	2024 - July - 2nd Council Meeting		\$927.50
1691	Dept of Retirement Systems	2024 - July - 2nd Council Meeting		\$7,932.79
1692	EFTPS	2024 - July - 2nd Council Meeting		\$15,977.13
1693	Employment Security	2024 - July - 2nd Council Meeting		\$121.07
1694	Employment Security - LTC	2024 - July - 2nd Council Meeting		\$260.19
1695	Employment Security - PMFL	2024 - July - 2nd Council Meeting		\$354.20
1696	Idaho State Tax	2024 - July - 2nd Council Meeting		\$842.00
1697	Virily Benefit Solutions, Inc. - EFT	2024 - July - 2nd Council Meeting		\$15,218.44
	Payroll Vendor	2024 - July - 2nd Council Meeting		\$48,310.71
	Direct Deposit Run -			
	7/22/2024			\$93,163.30