

Tonasket City Council Agenda
Tuesday, January 12, 2021
7:00 pm

VIRTUAL ZOOM MEETING ID #879 2824 8115
PHONE # 1 253 215 8782

- 1) Call to Order
- 2) Pledge of allegiance
- 3) Roll Call
- 4) Approval of Agenda
- 5) Public Comment
- 6) This meeting has been advertised as an open Public Hearing to take testimony and establish the record on Mr. Ray Davis of Tonasket, WA request for a variance. **Action Item**
- 7) Unfinished Business
 - a) Peddlers Permit
 - b) Approval of Interlocal Agreement between Okanogan County and the City of Tonasket for Building Inspection and Plan Review Services, **Action Item**
 - c) Approval of Funding Agreement with the Department of Ecology for the Storm-Water Project, **Action Item**
- 8) Department Head Reports
- 9) Mayor/Council/Committee Reports
- 10) New Business
 - a) Ordinance #822 prohibiting of yard waste on public ways, **Action Item**
 - b) Resolution 2021-01 Continuing Highlands Associates services agreement, **Action Item**
 - c) Resolution 2021-02 Surplus items, **Action Item**
 - d) Mayor Appointments for 2021 (not including Council Committee's- remains the same as 2020) **Action Item**
- 11) Miscellaneous and Correspondence
- 12) Consent Agenda—Minutes of the previous meeting, the December Payroll and the Open Period Bills.
- 13) Adjournment

Council Memo
Tuesday, January 12, 2021
VIRTUAL ZOOM MEETING ID #879 2824 8115
PHONE # 1 253 215 8782

TO: Mayor and City Councilmembers

FROM: City Clerk-Treasurer

This meeting has been advertised as a Public Hearing on the request for a variance from Ray Davis. The entire information was sent to you November 19, 2020 and is also available on the website. Included in your packet is the Staff Report and the comments received.

Suggested Motion: I move to accept the recommendation by staff and approve the Davis Setback Variance Request with the following conditions: 1) the property be graded to prevent roof runoff from running in the alley and, 2) no further variances approved.

Peddlers Permit Discussion; It was stated at the last Council meeting this matter would be on the Council agenda again. Committee to report.

Approval of Interlocal Agreement between Okanogan County and the City of Tonasket for Building Inspection and Plan Review Services. This is the continuation of the same services we had in 2020. It was not in the best interest of the City to contract with the City of Okanogan, however at this time contracting with the County is a positive solution. The Mayor is in the process of finding a building official. **Suggested Motion: I move to approve the Interlocal Agreement between Okanogan County and the City of Tonasket for Building Inspection and Plan Review Services.**

Approval of Department of Ecology Agreement for grant/loan funding for the Storm-Water Project and authorize the Mayor to sign applicable documents. I do not have the final document at the time I am sending out this packet. I hope to have it on Monday and I will email it to you. **Suggested Motion: I move to approve the Department of Ecology Agreement for grant/loan funding for the Storm-Water Project and authorize the Mayor to sign it and applicable documents.**

Ordinance #822—this ordinance would prohibit people from putting yard waste and snow onto City property. **Suggested Motion: I move to adopt Ordinance #822 prohibiting deposit of yard waste on public ways.**

Resolution 2021-01 Highland's Associates—this resolution is done annually to continue with Kurt's services. **Suggested Motion: I move to approve Resolution 2021-01 which renews the professional services agreement between Highlands Associates and the City of Tonasket for Professional Planning Services in 2021.**

Resolution 2021-02 Surplus items---this resolution will surplus items not longer needed by the City. **Suggested Motion: I move to approve Resolution 2021-02 declaring certain items to be surplus.**

I am attaching an email from Mark Johnson, Varela and Associates that has the draft exhibits that will be sent to Ecology. If you have questions or concerns please contact Mark Johnson.

I also have attached for your information, a sheet Darren and I have worked on that will be going on the website and to the paper regarding snow removal.

Minutes of the Regular City Council Meeting, Tuesday, December 8, 2020 Via Zoom

DRAFT

Present: Mayor Kriner and Councilmembers Alexander, Levine, McMillan, Ritter and Weddle.

Staff: Johnson, Attwood

The meeting was called to order at 7:00 pm and the Pledge of Allegiance was given by all.

The Roll call was taken, and the full Council was present.

Motion to approve the agenda and to move the Sheriff's report after Public Comment. M/Levine, S/Ritter, Carried 5:0.

Public Comment---None

Sheriff's Report

- Sergeant Ted Shook reported on recent Sheriff's activities. Councilmember McMillan asked about neighborhood patrols and the recent activities at the Post Office. Councilmember Levine thanked them for their work.

This meeting has been advertised as a Public Hearing to take testimony and establish the record on revisions to the Introduction, Land Use Element and associated Maps of the Comprehensive plan and to Chapter 18.06 Critical Areas of the Tonasket Municipal Code. Mayor Kriner opened the Public Hearing and read through the Hearing Protocol. There were no objections. Kurt Danison proceeded to explain the need and process of the revisions to the Comp Plan. It is the culmination of work done by the Planning Commission and the importance of regulating Critical Areas. It went through the 60 day review process as required. There were questions regarding the Airport Overlay map, which will be included in the final document. The public hearing portion of the meeting was then closed.

Motion to adopt Resolution 2020-23 adopting amendments to the Introduction, Land Use Element and associated Maps of the Comprehensive Plan and to include the overlay map of the Tonasket Municipal Airport. M/Ritter, S/McMillan. Carried 5:0.

Motion to adopt Ordinance #821, repealing and replacing Chapter 18.06 of the Tonasket Municipal Code; containing severability and setting an effective date. M/Ritter, S/Levine. Carried 5:0.

This meeting has been advertised as a bid opening for Cemetery Liners for the years 2021 and 2022. The Clerk stated one bid has been received from Wilbert PreCast out of Spokane. There were questions as to why we only received one bid. Maybe we should advertise elsewhere?

Motion to accept the bid from Wilbert Pre Cast as submitted. M/Weddle, S/Levine. Carried 5:0.

Unfinished Business

Peddlers Permit Discussion: Councilmember Levine stated she and Councilmember Alexander have not met as of yet. She said she has been looking over Bridgeport's ordinance and not sure if it would apply to the City. Councilmember Alexander stated they need to meet and the more thought put into it the better.

Department Head Reports

Johnson

- Keeping up with daily maintenance

Attwood

- Excited for the Council to see the work done in the Council room and also wished everyone a Merry Christmas!

Mayor/Council/Committee Reports

Mayor

- Briefly touched on the proposed loan with DOE and the current loans the City has and how important it is to be aware of this loan status.

DRAFT

- Asked the Council to send her an email and let her know what Committee they would like to be on in 2021.

Levine

- Reported she is working on the capital budget request for the Perfect Passage.
- Wished everyone a wonderful Christmas and a Happy New Year.

McMillan

- Reported he had met with the Eagles Trustees regarding the TranGo bus stop near the EAGL property. He stated they share the same concerns as others and are willing to help come up with a solution. McMillan thinks the whole community should be involved.

Ritter

- No report

Weddle

- Gave her condolences to those who lost loved ones at the North Valley Nursing home due to COVID 19.
- Stated she would like to see a special meeting to discuss Council procedures etc soon.

Alexander

- No report

New Business

Motion to adopt Resolution 2020-22 authorizing the acceptance of Grant and Loan funding from the Department of Ecology for the stormwater project and authorizing the Mayor and City Clerk to sign applicable documents. M/Levine, S/Weddle. Carried 4:1, McMillan voted no.

Motion to adopt resolution 2020-21 implementing policies and procedures to ensure compliance with federal procurement requirements. M/McMillan, S/Ritter. Carried 5:0.

Motion to approve the consent agenda, the minutes of the previous meeting with correction that Councilmember Alexander was left off the Council reports, and that he had no report, the November Payroll and the December Bills. M/Weddle, S/Ritter. Carried 5:0.

There being no further business the meeting was adjourned.

Alice J. Attwood, Clerk-Treasurer

CITY OF TONASKET

TO: HONORABLE MAYOR & CITY COUNCIL
FROM: STAFF
SUBJECT: STAFF REPORT – DAVIS VARIANCE REQUEST
DATE: 1/8/2021
CC: RAY DAVIS, 243 E. THIRD ST, TONASKET, WASHINGTON

Applicant: Ray Davis

Proposal:

Ray Davis at 243 E. Third St, Tonasket, WA has applied to the City for a Variance from the rear yard setback required for accessory structures by 17.70.080 Table 2 TMC to permit completion of an accessory structure at 243 E. Third St.

Chronology:

Mr. Davis met with former Building Official Christian Johnson sometime before his untimely passing and was informed that he did not need a building permit and that as long as the accessory structure he planned to building was no closer to the alley than structures on adjacent parcels.

During the summer of 2020, it was brought to the City’s attention that the accessory structure, which was under construction, was larger than the 200 sq. ft. exemption from building permit requirements. After visiting the site with the structure entirely framed and partially covered, Mr. Davis was informed that a building permit would be required and that the structure was in violation of the City’s rear yard setback requirements for the R-1 zoning district. He was also informed a variance would be required prior to the issuance of a building permit. As a result, Mr. Davis submitted an application for a setback variance to the City on November 13, 2020. The application was declared complete by the City on November 18, 2020 and the formal review process initiated.

A Notice of Open Record Public Hearing before the City Council was published in the Gazette-Tribune on December 31, 2020 providing notice to the public of the hearing to be held on January 12, 2021.

Applicable Codes and Town Standards

The Variance is required in order to reduce the rear yard setback required by 17.70.080 Table 2 of the Tonasket Municipal Code. Variances from setback regulations of the TMC requires compliance with 17.105 TMC.

Comprehensive Plan:

The subject property is designated single family residential. The Plan notes:

“Single Family Residential... The purpose of the single-family residential designation is to provide for areas of the City where low to medium density residential uses will be provided for with an emphasis on single family dwellings. For the purposes of this Comprehensive Plan, low-density shall mean one to five dwelling units per acre of land.”

Analysis: The proposed use is not inconsistent with the comprehensive plan which encourages single family residential uses and by extension accessory structure appurtenant to single family uses.

Zoning:

The subject property is zoned R-1. Chapter 17.70.020 Table 1, District Use Chart lists accessory structures as an allowed use.

The first thing to consider about zoning in relation to this application is whether the proposed use is allowed or not. As noted, the use is listed as allowed in the District Use Chart 17.70.020.

The next zoning consideration has to do with development standards Chapter 17.70.080 Table 2, bulk, height, setback and dimension standards in Chapter 17.70 and requirements for a Variance, Chapter 17.105. The applicant proposes to reduce the required rear yard setback from 5’ to approximately 3.5 feet in order to allow the mostly completed structure to remain as constructed.

Chapter 17.105 provides the following criteria for approval:

“Variances shall be processed according to permit processing procedures outlined in Chapter 19.05 TMC. The city council shall hold public hearings and decide on all applications for variances from the terms of the zoning ordinance after consideration and recommendation by the planning commission, provided that no variance shall be granted unless the city council finds that each of the following criteria are met, or may be met as a result of conditioning the permit:

A. The variance shall not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the property on behalf of which the application was filed is located. If the requested variance does not somehow compensate for a deprived right or privilege as provided in subsection B. the variance would constitute a special privilege.

B. The variance is necessary because of special circumstances relating to the size, shape, topography, location, or surroundings of the subject property, to provide it with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located. An example of such circumstances may be that a lot was established in a subdivision of which a portion may be unbuildable because of steep slopes; or, an adjacent property has a nonconforming side yard setback, in which case a fence taller than the allowable height or a setback on another portion of the property may need to be varied to allow the applicant the privacy or buildable space commensurate to that enjoyed by other lot owners in the district.

C. The granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the zoning district in which the subject property is located. For instance, a building proposed to be taller than the allowable height may block views or natural light to adjacent buildings; or increasing the allowable lot coverage may contribute to runoff from storm events. Cumulative impacts shall be considered.

D. Economic benefit shall not be considered grounds for granting a variance. For example, if the applicant asserts that the variance is necessary to enhance the value of a building for resale value, or increase the city's tax base; this information shall not be used to qualify the variance.

E. That the hardship asserted by the applicant is not the result of the applicant's or owner's action. For instance, in a case where an addition is made to a building where the applicant did not comply with the required setback, the fact that the addition would have to be demolished shall not be considered a hardship. Another example may be that an applicant ordered a manufactured home that does not meet setbacks or minimum lot size; in which case, the applicant caused the hardship. An exception to this may be in the case that the applicant can provide evidence that the availability of manufactured home sizes is severely limited, or a protrusion of a particular manufactured home makes a minor penetration of the setback or height area which is a characteristic over which the applicant may have little control.”

Analysis: The need for the proposed variance is the result of a misunderstanding between the landowner/applicant and the former building official. The applicant began construction believing the setback and building size were not an issue. While all of the criteria for approval of a variance may not be entirely met, the misunderstanding with the former building official is not necessarily a hardship created by the applicant; it is clear that other landowners have accessory structures located on the property line or within the required 5 ft so granting the variance would not be a special privilege; the variance will not be detrimental to other properties or the public; and there is not assertion of economic benefit. be allowed with conditions addressing concerns raised during the public review process providing the Hearing Examiner finds it is consistent with the criteria for approval.

Environmental

The subject property is within an area designated as a Critical Aquifer Recharge Area in the city’s Comprehensive Plan.

Analysis: No Environmental impact is anticipated all runoff will be retained onsite in compliance with the Eastern Washington Storm Water Management Manual (current edition).

Public Hearing

The City Council will hold the required open record public hearing on January 12, 2020. The Council will review the staff report and take testimony from the public.

Comments received

The application and related materials were mailed or e-mailed to commenting agencies (see list in project file) and a notice provided to adjoining landowners on November 19, 2020. As of the date this staff report was prepared comments 6 written comments were received. The Building Official noted that construction of the structure was begun without a building permit but noted that the structure has a greater setback than other nearby accessory structures. Four neighbors supported the variance request or had no comment with one objecting referencing an incorrect address. Copies of all comments are contained in the project file.

Recommendation by Staff

Staff recommends approval of the Variance subject to the following conditions.

1. Property be graded to prevent roof runoff from running into the alley.
2. No further variances be approved.

Findings of Fact:

The following findings of fact support the staff recommendation:

1. The project is not inconsistent with the goals, policies and intent of the Comprehensive Plan.
2. The project is consistent with the requirements of Chapter 17.105 TMC.
3. All requirements for processing a Type III Permit stated in Title 19 TMC were followed.
4. No comments were received during the comment period.
5. A Determination of Non Significance was issued and no appeals received.

**CITY OF TONASKET
VARIANCE
COMMENT SHEET**

The following permit application may be of interest to you.

PROJECT AND APPLICANT: Mr. Ray Davis of Tonasket, Washington, owner of the home and property at 243 E. Third St, has submitted an application to request a variance from 5-foot minimum rear yard setback requirement for the construction of an accessory structure in the R-1 Zone. Mr. Davis is requesting the variance in order to complete construction of a shed.

APPLICATION: DAVIS Setback Variance Request

DATE SENT: November 19, 2020

The City of Tonasket has enclosed application materials inclusive of a Land Use Application, Variance Supplement, Notice of Application, SEPA Checklist, and. Any comments regarding the impacts of this project are requested along with general comments regarding the proposed development and will be considered in the review of the permit.

Please fill out and return this form to: City of Tonasket – Attention: Davis Setback Variance; P.O. Box 487, Tonasket, WA 98855

Comments due: **December 16, 2020**. Comments may also be submitted by email to **tonasket@nvinet.com**.

Commenting Department, Agency, or Individual: Randy TAYLOR

Comments:

Construction was started w/o a Building Permit. However structure is farther away from Alley than other sheds in Area. Most sheds existing do not meet minimum setbacks for Alley in area. Bldg Permit Req'd.

(if needed, use reverse side for additional comments)

Randy Taylor Signature

Bldg OFFICIAL Title

11-23-20 Date

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Commenting Department, Agency, or Individual: _____

Comments:

I believe his Variance Request
should be granted.

(if needed, use reverse side for additional comments)

Sarah Bellentor Signature

_____ Title

12-15-20 Date

tonasket@nvinet.com

From: John McReynolds <jamcreynolds@gmail.com>
Sent: Friday, November 27, 2020 10:09 AM
To: City of Tonasket
Subject: Davis Setback Variance Request

To Whom to May Concern,

I am in favor of the City of Tonasket approving Mr. Ray Davis' request to waive the five-foot minimum rear yard setback requirement. His shed would not impact travel down the alley as the neighboring structures have even less of a setback.

Thank you,

John McReynolds
Owner of 120 Joseph Avenue

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Comments due: **December 16, 2020**. Comments may also be submitted by email to **tonasket@nvinet.com**.

Commenting Department, Agency, or Individual: _____

Comments: I have no objections.

(if needed, use reverse side for additional comments)

Jerry L. Beaman Signature
212 E 3rd Street Title
11-20-20 Date

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Comments due: **December 16, 2020**. Comments may also be submitted by email to tonasket@nvinet.com.

Commenting Department, Agency, or Individual: Neil Helberg

Comments: landowner/ ~~owner~~ to the north

NO COMMENTS

(if needed, use reverse side for additional comments)

Neil Helberg Signature

Neighbor Title

11/20/20 Date

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VARIANCE
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Please fill out and return this form to: City of Tonasket – Attention: Davis Setback Variance; P.O. Box 487, Tonasket, WA 98855

Comments due: **December 16, 2020**. Comments may also be submitted by email to **tonasket@nvinet.com**.

Commenting Department, Agency, or Individual: William & Sharon Lester

Comments:

We do not want any building with in the property
variance of the property at 227 E 3rd Street.
Fire department or any access to the property of vehicles of
any kind can not be hindered.
Who gave the permit for a building?

(if needed, use reverse side for additional comments)

William Lester Signature

Sharon R. Lester
Homeowner Title

11-23-2020 Date

**INTERLOCAL AGREEMENT BETWEEN OKANOGAN COUNTY AND THE
CITY OF TONASKET FOR BUILDING INSPECTION & PLAN REVIEW
SERVICES**

This Interlocal Agreement for building inspection and plan review services (“Agreement”) is entered into by and between Okanogan County, Washington (County) and the City of Tonasket, Washington (City) sometimes individually referred to as a “Party” or collectively referred to as the “Parties.”

RECITALS

WHEREAS: The Parties are public agencies which agree to enter into an Agreement for Building Inspection Services pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS: The City has the power, authority, and responsibility to provide Building Inspection Services for its citizens and is desirous of obtaining Building Inspection Services from the County to fulfill its obligation to its citizens; and

WHEREAS: The County has established and maintains qualified Building Inspection Services employees; and

WHEREAS: The Building Inspectors for the County are available to provide Building Inspection Services to the City;

NOW THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree as follows:

AGREEMENT

1. Building Inspection Services. This Agreement contains provision related to the County providing Building Inspection and Plan Review Services to the City. Upon advance oral or written notice by the City, the County shall provide Building Inspection Services for the City. The hours of service shall be the normal business hours of the Okanogan County Building department (8:00 a.m. to 5:00 p.m.).

2. Building Inspection Services Definition. For purposes of this Agreement, “Building Inspection Services” shall include initial plan review, site inspections, pre-application consultations, permit issuance, coordination with City departments, code review assistance and other duties required by a municipal building inspector under the State Building Code (Chapter 19.27 RCW), unless otherwise specifically excluded in this Agreement.

3. Code Enforcement. This Agreement does not provide for any code enforcement services, civil or criminal.

4. Duration: This Agreement shall take effect upon approval by both parties and recording with the Okanogan County Auditor or publication on the Parties’ websites, and

shall continue and be in full force and effect until December 31, 2021, unless terminated sooner pursuant to paragraph 5.

5. Termination:

5.1 Termination by Notice. Either Party may terminate this Agreement by providing 30 days advance written notice to the other Party of the effective date of such termination.

5.2 Termination by Mutual Written Agreement: This Agreement may be terminated in its entirety at any time by mutual written agreement of the Parties.

5.3 Termination for Breach: Either Party may terminate this Agreement for material breach of the terms of this Agreement upon 20 days prior written notice to the other party. Such notice shall specify in detail the breach or default claim.

5.4 Termination by City upon hiring City Building Inspector. The City may terminate this Agreement immediately upon written notice to the County that the City has hired a full-time building inspector for the City.

6. Administration, No separate Entity Created. The Mayor of the City, and the Building Official of the County shall be responsible for the administration and management of the Building Inspection Services to be provided as described in this Agreement. No separate legal entity is created hereby.

7. Consideration. Consideration for Building Inspection Services shall be based upon the hourly compensation rate established by the County for the Building Inspection Services in effect at the time the services are provided. This hourly rate shall be \$120.00 per hour with a one hour minimum charge for each inspection and plan review. The County shall be compensated for round trip for driving time between the County offices and the City at a flat rate equal to one-half of the hourly rate in effect at the time the Building Inspection Services are provided. The Building Inspection Services shall be provided “as needed” and “as requested” by the City with a 48 hour advance notification. The County shall invoice the City monthly for the Building Inspection Services used by the City in the prior month. The City shall pay invoices submitted within 30 days of receipt of the same. Interest shall accrue at the rate of 8% per annum on invoices not timely paid by the City.

8. Benefits and other expenses. Attendance by the County Building Inspector at Town meetings that does not fall within the definition of “Building Inspection Services” in paragraph 2 above, but which the County Building Inspector may attend at his or her discretion, shall be compensated by the City at \$120 per hour, plus round trip travel expenses at \$60 per hour. The County shall not be paid any other compensation or benefits or be reimbursed for any expenses not specifically set forth in this Agreement.

9. Disputes. During the term of this Agreement, concerns of either party shall be communicated to the administrators of this Agreement. Prior to either Party commencing

legal action relating to the enforcement or interpretation of this Agreement, the administrators of this Agreement agree to meet to make a good faith effort to resolve any dispute that has arisen. Provided, that this provision shall not be a limitation on either Party commencing legal action if the other refuses to meet to attempt to resolve any dispute, or in the case where a delay would result in either Party suffering immediate harm or damages.

10. Indemnification. The County shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the County, in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

The City shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the City, in performance of this Agreement, except for injuries and damages caused by the negligence of the County.

11. Insurance. The County shall secure and maintain in force public liability or errors and omissions insurance for Building Inspection Services and motor vehicle insurance with minimum coverages of \$1,000,000.00 per occurrence for personal injury, property damage, and public official's errors and omissions. The County insurance policies shall include a provision prohibiting cancellation of the insurance except upon 30 days prior written notice to the City. The County shall name the City as an additional insured for purposes of this Agreement. Certificates of coverage as required herein shall be delivered by the County to the City within 30 days of the date this Agreement is effective. Membership and/or participation in a legally recognized government entity insurance pool with limits of liability equal to or greater than the coverage limits set forth above herein shall be an acceptable method of complying with this provision of this Agreement.

12. Records and Forms. The County shall keep and maintain accurate and complete records pertaining to the implementation of this Agreement. The City shall have full access to and the right to examine any of said materials. All records, books, documents and other material maintained, prepared or issued in the implementation of this Agreement shall be the property of the City which shall have the responsibility for the retention and release of the same.

13. Return of Documents. The County agrees that upon termination of this Agreement for any reason, it will return to the City all documents, files and records of any nature whatsoever obtained by or for the City and used in connection with work performed for the City pursuant to this Agreement.

14. Employees, and Employment Relationship. The Building Inspector shall follow the reasonable instructions of the City Mayor, or his or her designee, provided such

instructions are in the furtherance of the deliverance of building inspection services by the County to the City pursuant to the terms of this Agreement.

No employment relationship is created. The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between the City and any employee, agent, representative or contractor of the County, or between the County and any employee, agent, representative or contractor of the City. Without limiting the foregoing, the Building Inspector shall at all times relevant to this Agreement be and remain an employee of the County, and the County shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the Building Inspector except as expressly set forth in this Agreement.

15. Notice. All Notices which may be required under this Agreement shall be given as follows:

a. Notice to the County:

Okanogan County
Attention: Building Official
123 North 5th Ave, Room # 114
Okanogan, WA 98840

b. Notice to the City:

City of Tonasket
Attention: Mayor
209 S Whitcomb Ave
Tonasket, WA 98855

16. Severability. In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All provisions of this Agreement are severable and the invalidity of a single provision hereof shall not affect the remaining provisions.

17. Integrated Agreement. This Agreement constitutes the entire Agreement of the Parties regarding the provision of Building Inspection Services, and supersedes all oral or written agreements or negotiations between the parties, which are hereby deemed void and of no force or effect.

18. Modification. This Agreement is intended to express the entire Agreement of the Parties, and may not be modified unless such modification is in writing, and signed by both Parties.

19. Photocopies. Photocopies of signatures approving this Agreement shall be considered the same as original signatures for all purposes.

Dated at Okanogan, Washington this ____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON

Jim DeTro, Chairman

Chris Branch, Member

Andy Hover, Member

APPROVED AS TO FORM:

ATTEST:

David Gecas, Chief Civil Deputy

Laleña Johns, Clerk of the Board

Dated at Okanogan, Washington this ____ day of _____ 2020.

Marylou Kriner, Mayor

Attest:

Alice Attwood, Clerk/Treasurer

Approved as to Form:

City Attorney

ORDINANCE NO. 822

AN ORDINANCE prohibiting deposit of yard waste on public ways.

THE CITY COUNCIL OF THE CITY OF TONASKET, WASHINGTON, DO ORDAIN as follows:

Section 1. Section 13.08.010 of the Tonasket Municipal Code providing as follows:

It is unlawful for any person, firm, corporation or association to remove snow from private property and place or deposit the same on any public sidewalk, street, alley, or place in the city.

Is hereby amended to read as follows:

It is unlawful for any person, firm, corporation or association to remove snow or any yard waste from private property and place or deposit the same on any public sidewalk, street, alley, or place in the city.

Section 2. This ordinance shall become effective from and after its passage by the council, approval by the Mayor, and publication as required by law.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2021.

APPROVED:

Marylou Kriner, Mayor

ATTEST:

Alice Attwood, City Clerk-Treasurer

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

RESOLUTION NO. 2021-01

**RENEW THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN HIGHLANDS ASSOCIATES AND THE CITY OF TONASKET
FOR PROFESSIONAL PLANNING SERVICES IN 2021.**

THE CITY COUNCIL OF THE CITY OF TONASKET, Washington do hereby resolve that the Professional Services Agreement, approved by the City Council on January 24, 2012, between the **CITY OF TONASKET**, a municipal corporation and **KURT DANISON dba HIGHLANDS ASSOCIATES**, a private consultant; is hereby renewed with no context changes from to January 1, 2021 through December 31, 2021. These services in 2021 are budgeted at \$19,500.00 for planning services.

NOW, THEREFORE, BE IT RESOLVED, this resolution is approved and the Mayor is hereby authorized and directed to execute the same for and on behalf of the CITY; and that the City Clerk is authorized and directed to attest her signature.

INTRODUCED and passed this _____ day of _____, 2021.

APPROVED:

Marylou Kriner, Mayor

ATTEST:

Alice J. Attwood, City Clerk-Treasurer

RESOLUTION NO. 2021-02

**A resolution declaring certain property
to be surplus to the City.**

WHEREAS, the City of Tonasket, a municipal corporation of the State of Washington, is the owner of certain property as described in Exhibit "A" attached hereto and incorporated herein as set forth; and

WHEREAS, the City of Tonasket is desirous of disposing of said property described in Exhibit "A": attached pursuant to statutory authority of the State of Washington; and

WHEREAS, the said property is in excess and surplus to the present or foreseeable needs of the City of Tonasket, or is in such condition as to have no value,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TONASKET, WASHINGTON, that the property described in Exhibit "A", attached hereto and incorporated herein, as fully set forth is not necessary to the needs of the City of Tonasket and is surplus and excess to the foreseeable needs of said City, or is in such condition as to have not value, may be disposed of pursuant to statutory authority. The City may dispose of the surplus property in a method determined to be in the best interest of the City.

PASSED BY THE CITY COUNCIL this _____ day of _____,
2021.

APPROVED:

Marylou Kriner, Mayor

ATTEST:

Alice J. Attwood, Clerk-Treasurer

EXHIBIT A

Items to surplus

- 1) Piano (from Youth Center)
- 2) Ping Pong Table (from Youth Center) broken, will throw away
- 3) 36 carpet mats (from Youth Center) will throw away
- 4) Desk frame (from Youth Center) broken, will throw away
- 5) Weight bench (from Youth Center) broken, will throw away
- 6) Television (from Youth Center)
- 7) 2 drawer file cabinet (from Youth Center) locked no key will throw away
- 8) Projector screen (from Youth Center) broken, will throw away
- 9) 2 wooden tables (from Youth Center) broken, will throw away
- 10) 8 wooden chairs (from Council Room)
- 11) 4 metal chairs (from Council room)
- 12) 4 chairs from TVBRC—green plaid wicker—will throw away
- 13) 8 chairs in Council Room (some are in ok condition, some not)

tonasket@nvinet.com

From: Mark Johnson <mjohnson@varela-engr.com>
Sent: Wednesday, January 6, 2021 9:35 AM
To: City of Tonasket; djohnson.tonasket@nvinet.com
Cc: Jeff Moran; Anna Twohig
Subject: WQC-2018-Tonask-00124 Stormwater Plan - DRAFT SWP Exhibits
Attachments: 582503-Fig 2-1 Existing System Exhibit.pdf; 582503-Fig 4-1 Basin Map.pdf; 582503-Fig 5.3-1 Prop Imp Exhibit-Whitcomb-3rd-4th.pdf; 582503-Fig 5.3-2 Prop Imp Exhibit-MIN.PDF; 582503-Fig 5.3-3 Prop Imp Exhibit-Delicious.pdf; 582503-Fig 5.3-4 Prop Imp Exhibit-SR20.pdf; 582503-Fig 5-1 Proposed Imp Exhibit.pdf; (7) WetlandMapper.pdf; Hydrologic_Soil_Group 20191029_.pdf

Good morning Alice and Darren,

I hope you both had a good Holiday, all things considered.

We are working on finalizing a draft of the Stormwater Plan for Tonasket (SWP) and plan to submit the first milestone, draft map exhibits, today or tomorrow. The submittal of the draft exhibits to ECY will be a little late from the tentative schedule back in September, but I don't expect that to be an issue as the bigger milestone is the Draft SWP submittal which is scheduled for February.

Attached are copies of the map exhibits, for your review and distribution as appropriate. On the exhibits, the proposed planned improvements are in red and the existing is generally in blue. These are still draft so any input can get incorporated after today too of course.

If you have any questions or concerns about what is shown on the exhibits or the submittals to ECY, please let me know. Please let me know when you get this as the attachments are relatively large.

and Happy New Year!

[Mark Johnson, PE](#) | Senior Engineer

[VARELA | 509.328.6066](tel:509.328.6066) | www.varela-engr.com | [Facebook](#) | [LinkedIn](#)

From: Mark Johnson <mjohnson@varela-engr.com>

Sent: Wednesday, September 9, 2020 9:53 AM

To: 'Benge, Seth (ECY)' <sben461@ECY.WA.GOV>; 'Zehner, Sarah (ECY)' <szeh461@ECY.WA.GOV>

Cc: Anna Twohig <atwohig@varela-engr.com>; 'City of Tonasket' <tonasket@nvinet.com>

Subject: RE: WQC-2018-Tonask-00124 Stormwater Plan

Good morning Seth;

Attached is the tentative schedule for the Tonasket Stormwater Plan, per your request. We appreciate your assistance with this project, particularly in the current health environment we are all working under at this time. If you have any questions on the schedule, please don't hesitate to contact us.

Regards,

[Mark Johnson, PE](#) | Project Engineer

[509.328.6066](tel:509.328.6066) | mjohnson@varela-engr.com | www.varela-engr.com

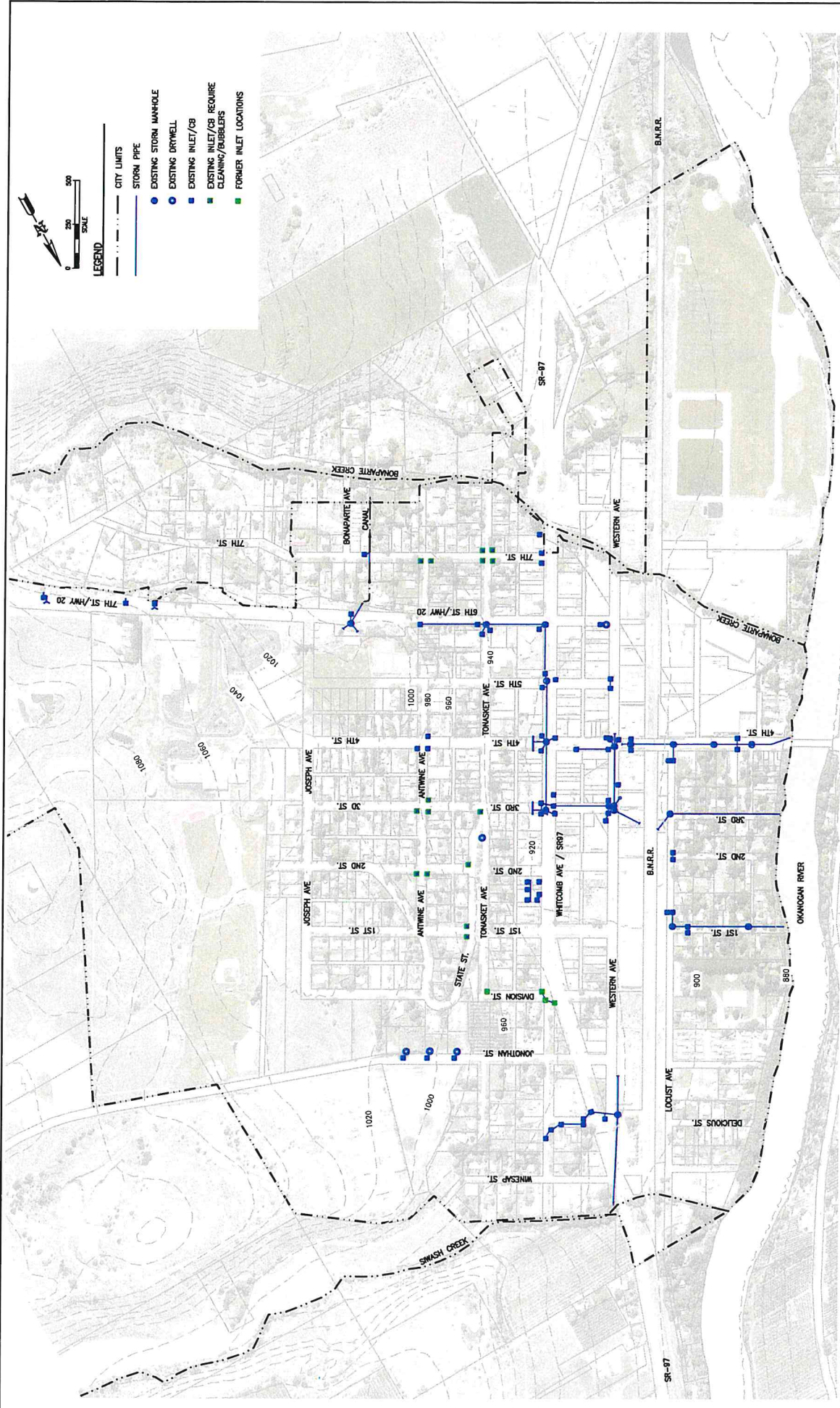


FIGURE 2-1
CITY OF TONASKET, WASHINGTON
STORMWATER PLAN
 EXISTING STORM SYSTEM



SCALE: AS SHOWN
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJ. NO.: 98-25-03
 DATE: 10/22/20

582303-Storm Water Pumping Station

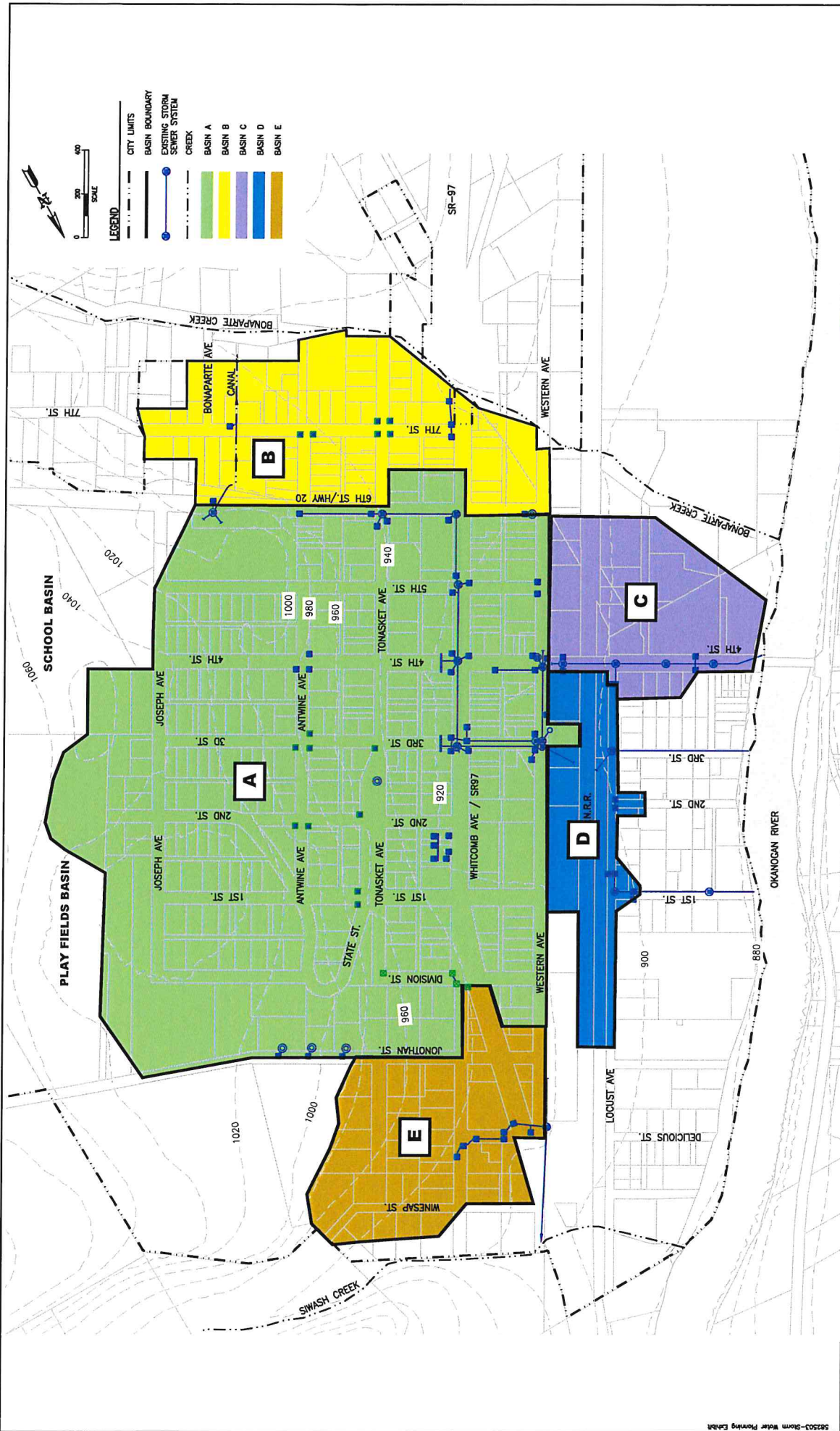
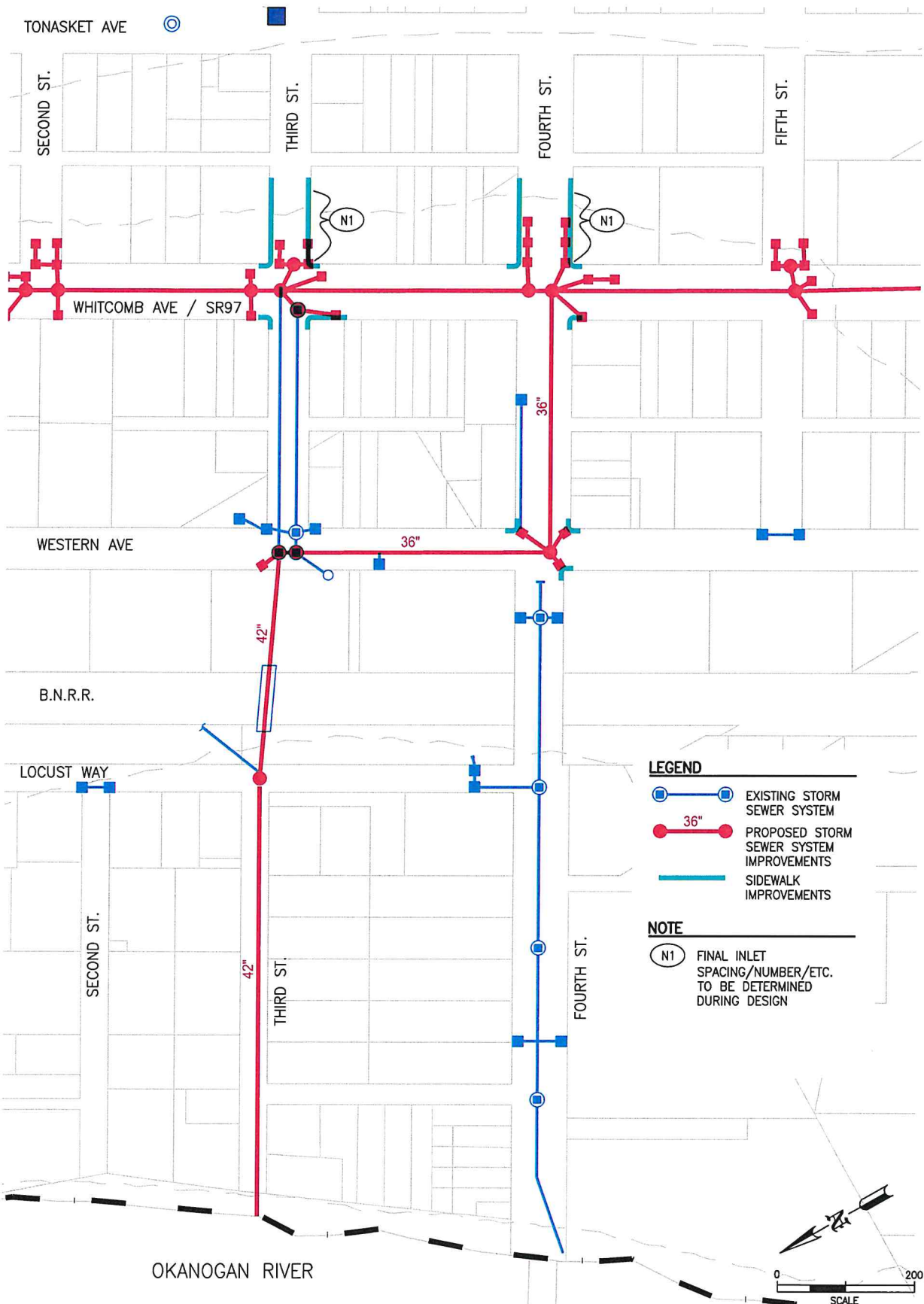


FIGURE 4-1
CITY OF TONASKET, WASHINGTON
 STORMWATER EVALUATION
 BASIN MAP



582503-Storm Water Planning Exhibit



582503--Storm Water Planning Exhibit

SCALE: AS SHOWN
 DESIGNED: MEJ
 DRAWN: TVP
 CHECKED:
 APPROVED:
 PROJ. NO.: 58-25-03
 DATE: 10/14/20

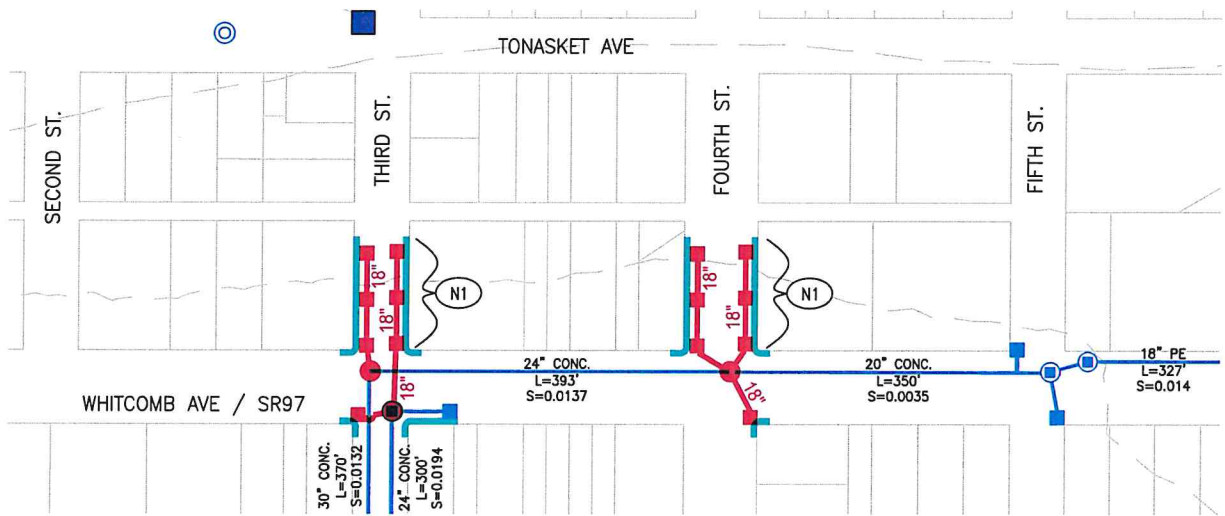


CITY OF TONASKET, WASHINGTON
STORMWATER PLAN

RECOMMENDED IMPROVEMENTS:
 INTERSECTION OF WHITCOMB AVE.
 AND 3RD/4TH STREETS

FIGURE

5.3-1

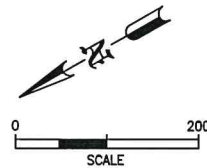


LEGEND

- EXISTING STORM SEWER SYSTEM
- 18" PROPOSED STORM SEWER IMPROVEMENTS
- SIDEWALK IMPROVEMENTS

NOTE

- N1 FINAL INLET SPACING/NUMBER/ETC. TO BE DETERMINED DURING DESIGN



SCALE: AS SHOWN
 DESIGNED: MEJ
 DRAWN: TVP
 CHECKED:
 APPROVED:
 PROJ. NO.: 58-25-03
 DATE: 10/14/20



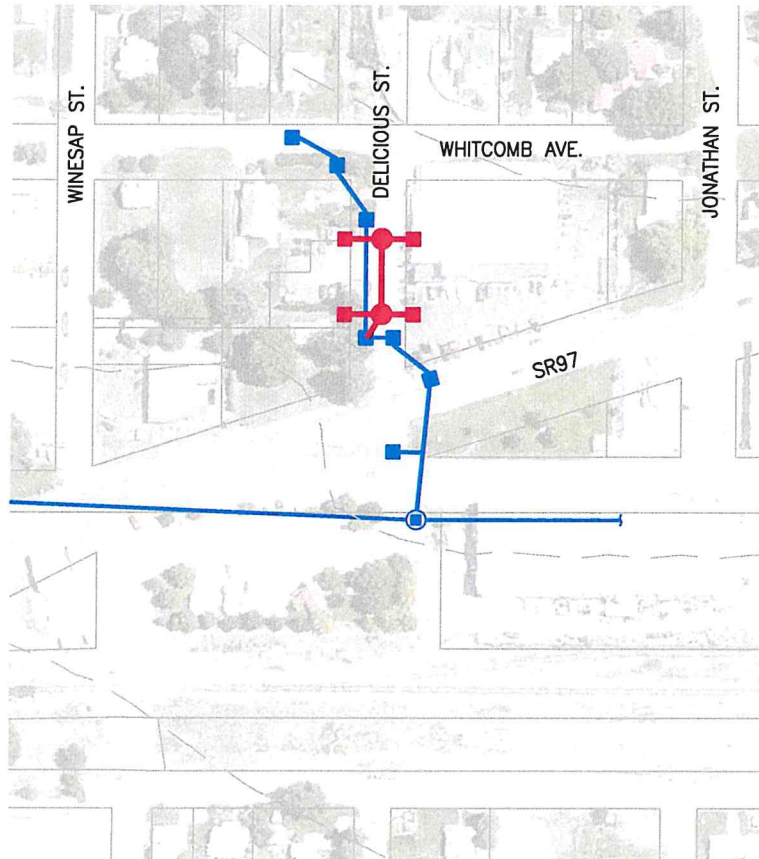
CITY OF TONASKET, WASHINGTON
 STORMWATER PLAN

RECOMMENDED IMPROVEMENTS:
 INTERSECTION OF WHITCOMB AVE.
 AND 3RD/4TH STREETS (MINIMUM)

FIGURE

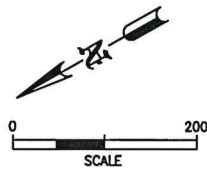
5.3-2

582503-Storm Water Planning Exhibit



LEGEND

-  EXISTING STORM SEWER SYSTEM
-  PROPOSED STORM SEWER SYSTEM



SCALE: AS SHOWN
DESIGNED: MEJ
DRAWN: TVP
CHECKED:
APPROVED:
PROJ. NO.: 58-25-03
DATE: 10/14/20



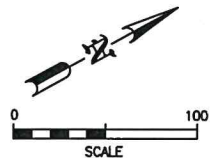
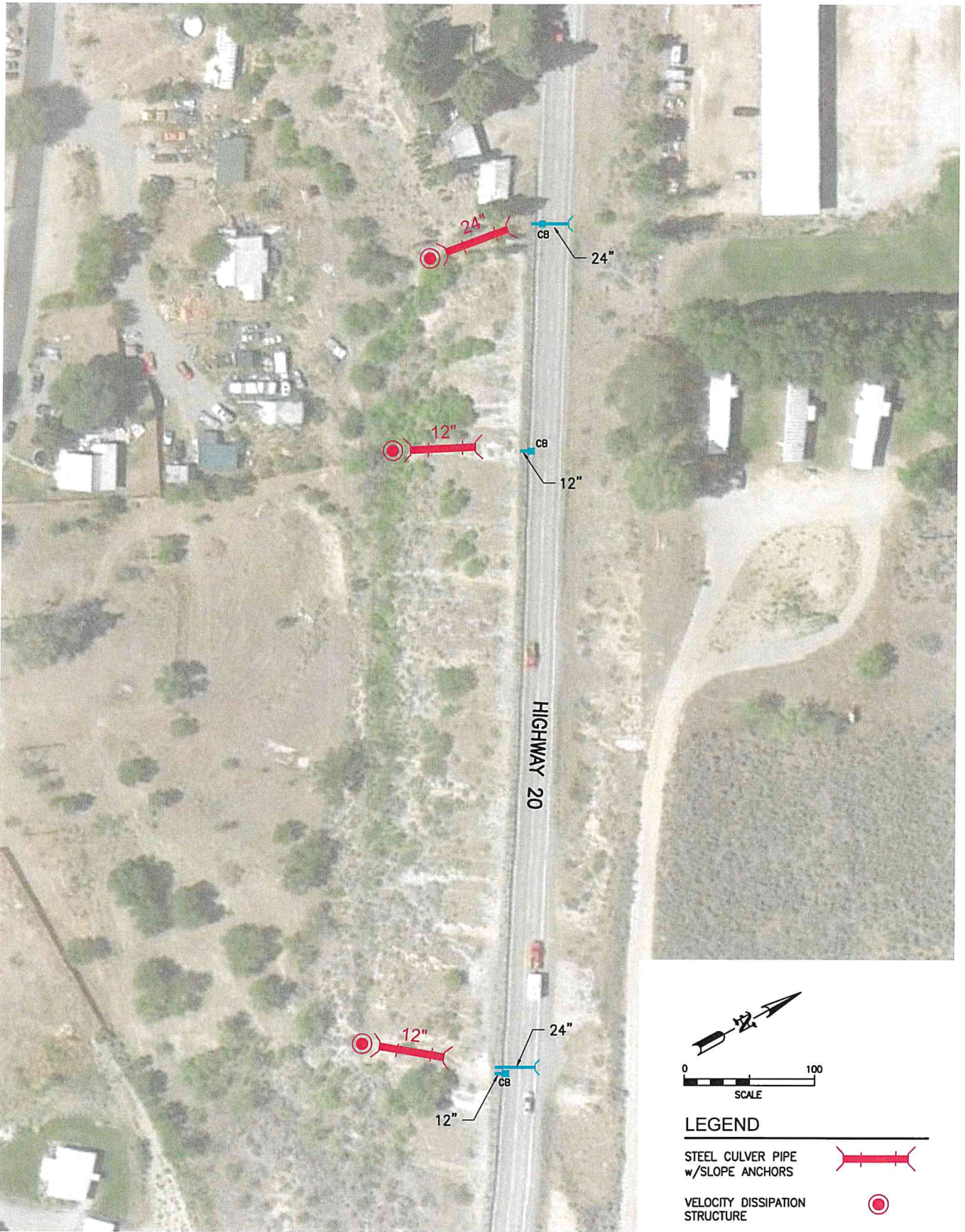
CITY OF TONASKET, WASHINGTON
STORMWATER PLAN

RECOMMENDED IMPROVEMENTS:
PONDING ON DELICIOUS ST. BETWEEN
WHITCOMB & SR97

FIGURE

5.3-3

582503-Fig 5.3-4 (SR-20 Slope Imp)



LEGEND

- STEEL CULVER PIPE w/SLOPE ANCHORS 
- VELOCITY DISSIPATION STRUCTURE 

SCALE: AS SHOWN
 DESIGNED: MEJ
 DRAWN: TVP
 CHECKED:
 APPROVED:
 PROJ. NO.: 58-25-03
 DATE: 10/22/20

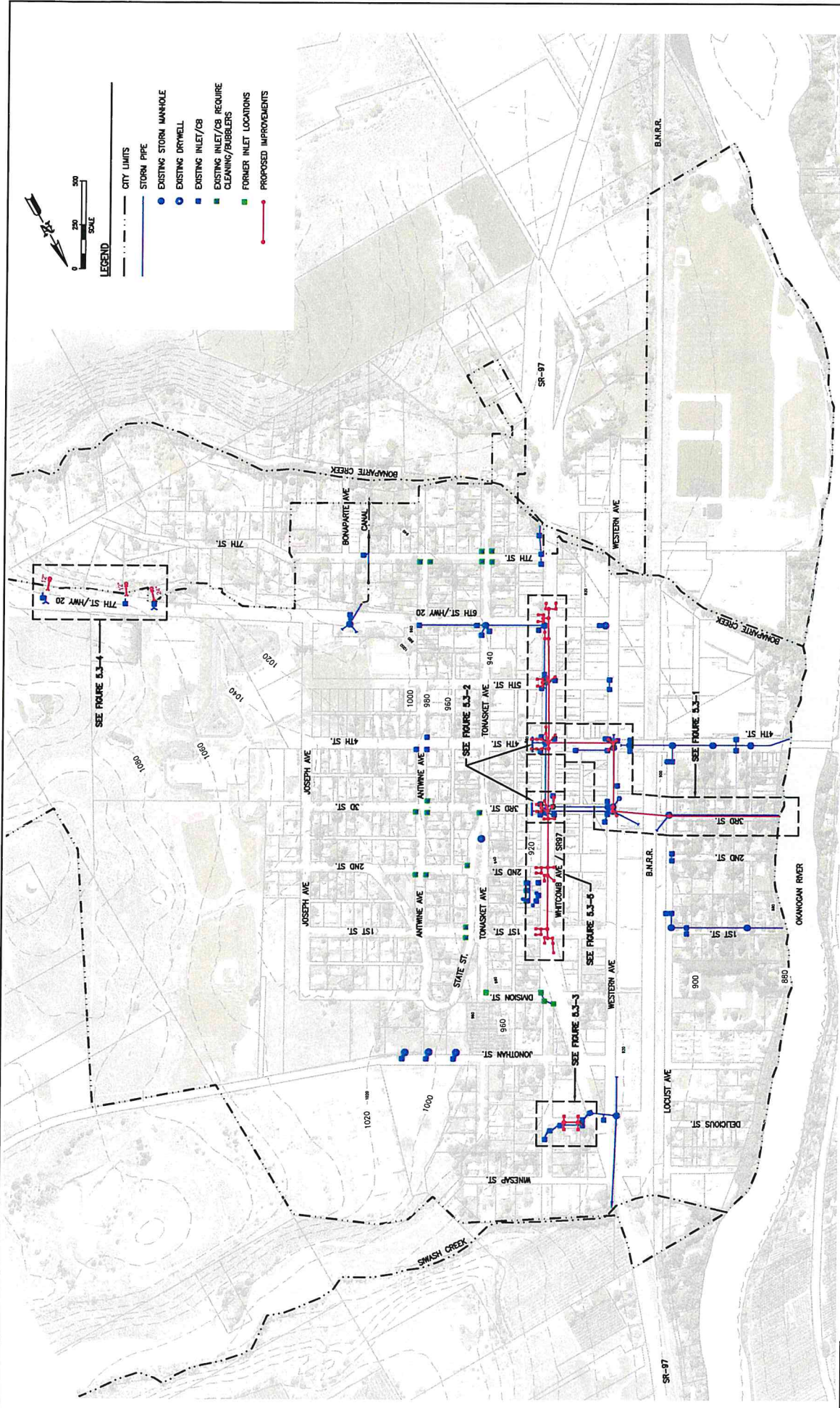


CITY OF TONASKET, WASHINGTON
 STORMWATER PLAN

RECOMMENDED IMPROVEMENTS:
 SR 20 SLOPE EROSION

FIGURE

5.3-4



- LEGEND**
- CITY LIMITS
 - STORM PIPE
 - EXISTING STORM MANHOLE
 - EXISTING DRYWELL
 - EXISTING INLET/CB
 - EXISTING INLET/CB REQUIRE CLEANING/BUBBLERS
 - FORMER INLET LOCATIONS
 - PROPOSED IMPROVEMENTS



FIGURE 5-1
CITY OF TONASKET, WASHINGTON
 STORMWATER PLAN
 PROPOSED IMPROVEMENTS



SCALE: AS SHOWN
 DRAWN: TWP
 CHECKED: TWP
 PROJ. NO.: 58-25-03
 PREP. NO.: 19/22/20
 DATE:

582503-Storm Water Planning Enhanc



U.S. Fish and Wildlife Service

National Wetlands Inventory

Tonasket, WA



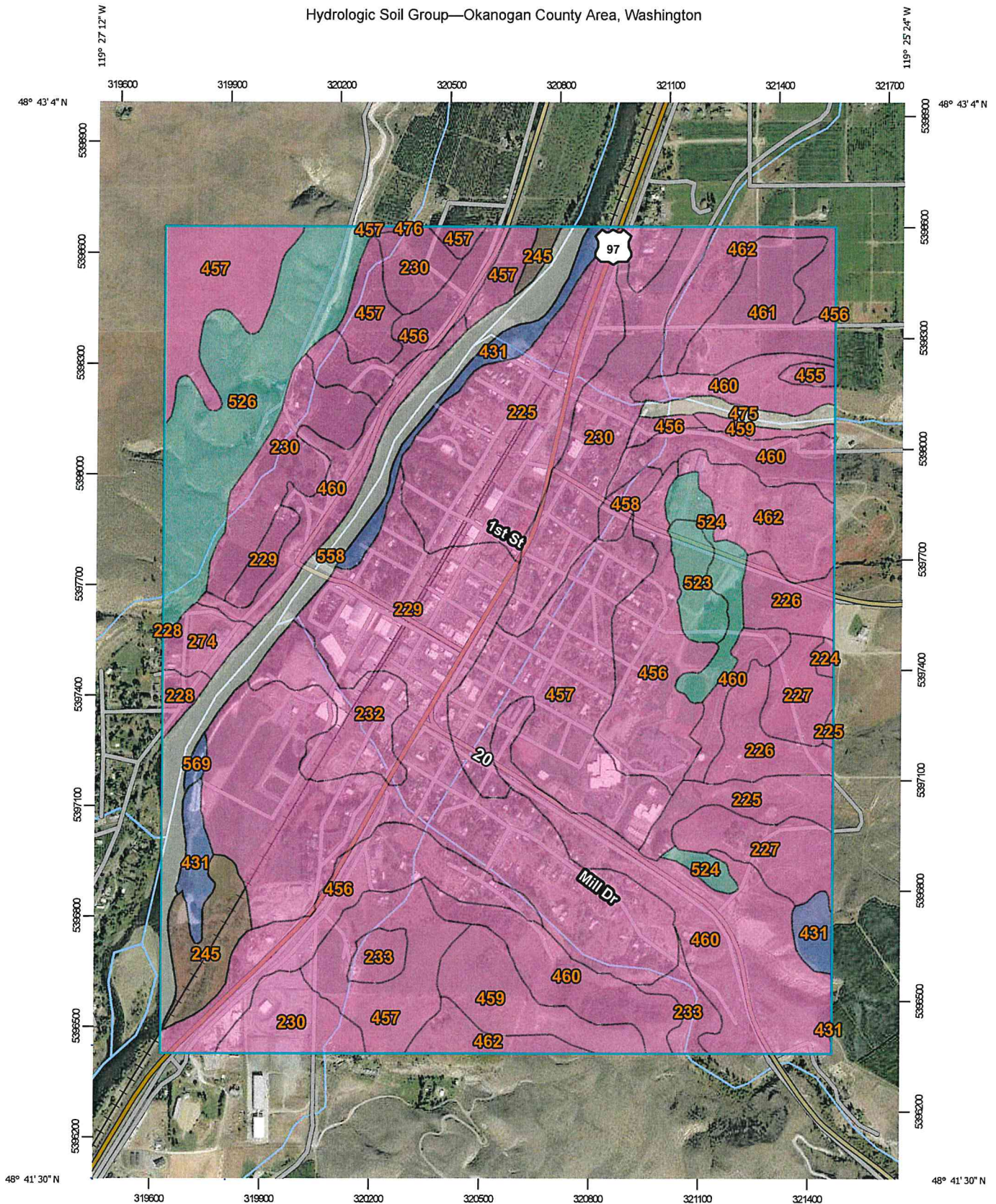
October 2, 2019

Wetlands

-  Estuarine and Marine Deepwater
-  Estuarine and Marine Wetland
-  Freshwater Emergent Wetland
-  Freshwater Forested/Shrub Wetland
-  Freshwater Pond
-  Lake
-  Other
-  Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Hydrologic Soil Group—Okanogan County Area, Washington

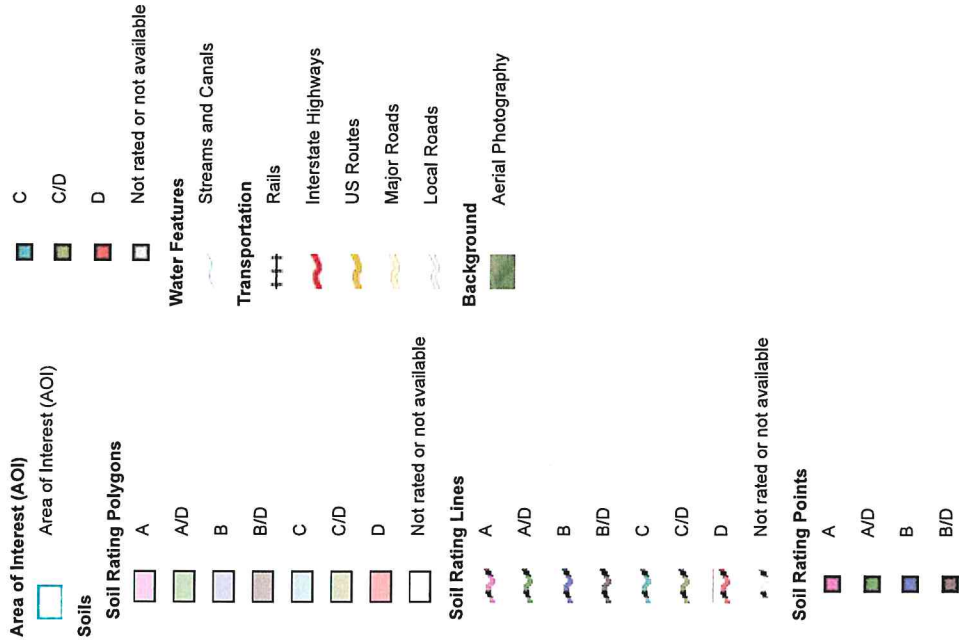


Map Scale: 1:14,200 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84

MAP LEGEND



MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Okanogan County Area, Washington
 Survey Area Data: Version 15, Sep 16, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 15, 2010—Sep 20, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
224	Cashmere fine sandy loam, 0 to 3 percent slopes	A	1.2	0.1%
225	Cashmere fine sandy loam, 3 to 8 percent slopes	A	77.1	7.6%
226	Cashmere fine sandy loam, 8 to 15 percent slopes	A	23.7	2.3%
227	Cashmere fine sandy loam, 15 to 25 percent slopes	A	27.2	2.7%
228	Cashmont sandy loam, 0 to 3 percent slopes	A	3.4	0.3%
229	Cashmont sandy loam, 3 to 8 percent slopes	A	157.9	15.5%
230	Cashmont sandy loam, 8 to 15 percent slopes	A	87.1	8.5%
232	Cashmont gravelly sandy loam, 0 to 8 percent slopes	A	21.0	2.1%
233	Cashmont sandy loam, 0 to 25 percent slopes, extremely stony	A	11.0	1.1%
245	Colville silt loam, 0 to 3 percent slopes	B/D	16.9	1.7%
274	Ewall loamy fine sand, 0 to 15 percent slopes	A	7.8	0.8%
431	Okanogan loam, 0 to 5 percent slopes	B	21.5	2.1%
455	Pogue fine sandy loam, 0 to 5 percent slopes	A	2.0	0.2%
456	Pogue fine sandy loam, 3 to 8 percent slopes	A	85.2	8.3%
457	Pogue fine sandy loam, 8 to 15 percent slopes	A	128.7	12.6%
458	Pogue fine sandy loam, 10 to 25 percent slopes	A	4.1	0.4%
459	Pogue gravelly fine sandy loam, 0 to 25 percent slopes, extremely stony	A	22.4	2.2%

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
460	Pogue gravelly fine sandy loam, 25 to 65 percent slopes, extremely stony	A	130.0	12.7%
461	Pogue gravelly fine sandy loam, 0 to 8 percent slopes	A	21.9	2.1%
462	Pogue gravelly fine sandy loam, 8 to 25 percent slopes	A	45.2	4.4%
475	Riverwash		5.9	0.6%
476	Rock outcrop		0.1	0.0%
523	Tonasket silt loam, 3 to 8 percent slopes	C	8.6	0.8%
524	Tonasket silt loam, 8 to 15 percent slopes	C	14.4	1.4%
526	Tonasket silt loam, 25 to 45 percent slopes	C	56.1	5.5%
558	Water		39.8	3.9%
569	Xerofluvents, wet, 0 to 3 percent slopes	B	1.3	0.1%
Totals for Area of Interest			1,021.7	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

**CITY OF TONASKET
STREET DEPARTMENT SNOW INFORMATION**

The City of Tonasket plows after 3 or more inches of snow have accumulated. The City does not sand streets while it is snowing as this practice is ineffective.

Plowing and Sanding Priorities

1st – Whitcomb Ave, downtown area, school bus routes and major arterials.

2nd – All other City Streets

3rd – Alleys will be plowed as time allows

HOURS OF COVERAGE

Monday-Friday – 7:30 am to 4:00 pm – Street Department has a crew of 4 people.

Monday – Sunday 11:00 pm to 6:00 am – Crew called in only called in for emergencies. Call County dispatch 422-7232 or 911.

Snow removal can happen any time of the day.

SUGGESTIONS

Residential areas – wait until the City has FINISHED plowing, and then shovel/blow sidewalk/driveway snow into yards rather into the City Streets. This way, the City will not plow snow back onto sidewalks or driveway.

Downtown area – (areas in which snow is plowed to the center of the street) – shovel/blow sidewalk snow onto Whitcomb Ave as early as possible. This will allow the City to plow before parked cars hinder the progress of the snowplows. Most of the time, the City must wait until the following morning to plow this sidewalk snow from the parking strip.

Give the plow/sanding trucks room to work. The drivers have many things to do and to watch for. They must see where they are plowing, watch for school children, busses, pedestrians, other vehicular traffic, parked cars, R.V.'s and family pets.

Per City Municipal Code Chapter 10.16.050, There shall be no parking on any streets of the city from 2:00 am to 6:00 am each day, except that said prohibition shall not apply to parking on the east side of Tonasket Avenue from Third Street to Division during the months of April through October.