

Tonasket City Council Agenda
Tuesday, May 11, 2021
7:00 pm

VIRTUAL ZOOM MEETING ID# 875 2566 0731

PHONE # 1-253-215-8782

Please wear your mask!

Mayor and City Council will be present in the Council Room/audience on Zoom (If the public contacts the City Clerk prior to the Friday before Council they may be allowed to attend the meeting in person—there will be a limit of 5 people besides the Mayor and Council, and staff, to be allowed in the Council Room)

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Approval of Agenda
- 5) George Frank—Proposal for Property South of US Armed Forces Legacy
- 6) Public Comment
- 7) Kurt Danison Report
- 8) Unfinished Business
- 9) Department Head Reports
- 10) Mayor/Council/Committee Reports
- 11) New Business
 - a) Approval of final payment to Central Washington Asphalt for the Airport Project in the amount of \$21,727.90. **Action Item**
 - b) Resolution 2021-09 Authorizing Airport Land Lease Agreement **Action Item**
- 12) Approval of Consent Agenda: Minutes of the previous meeting, the April Payroll and the May Bills **Action Item**
- 13) Miscellaneous and Correspondence
- 14) Adjournment

(the review of the Personnel Policy will be done at the second meeting of the month)

Council Memo
Tuesday, May 11, 2021
7:00 pm

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TO: Mayor and City Council

FROM: City Clerk-Treasurer

George Frank, representing the US Armed Forces Legacy will be in attendance, either in person or on ZOOM to talk to you about his proposal.

Approval of final payment to Central Washington Asphalt for the Airport Project. Finally received the Release from the Department of Revenue so we can proceed with the payment. **Suggested Motion: I move to authorize payment to Central Washington Asphalt in the amount of \$21,727.90 contingent on approval from T-O Engineers and Central Washington Asphalt.**

Resolution 2021-09 authorizes an Airport Land Lease. **Suggested Motion: I move to approve Resolution 2021-09 authorizing an Airport Land Lease Agreement with Eric Dye.**

George L Frank
16 Tonasket Shop Road
Tonasket WA 98855
(509)486-2747

January 4, 2021

City of Tonasket
Mayor – Mary Lou Kriner
City Clerk – Alice Attwood

Dear Ms Kriner and Ms Attwood:

I have been working on a proposal that would beautify and enhance the entry into Tonasket from the south and be in line with and compliment the US Armed Forces Legacy. The site I am proposing improvements for is just south of the US Armed Forces Legacy site. I have been working with Roger Castelda to review, research and prepare this proposal for you. The proposal is as follows:

The proposal is to design a military scene that would be visible from Highway 97. The property is approximately 80' long and approximately 100' wide in a semi-circle. The area would be bordered by treated wood or a concrete curbing. The center of the property would have a concrete pillar to attach the military scene that would be enhanced with a solar light. The inside of the site would have 2" or more of crushed rock and would be treated once a year with weed control. The State Highway has a 50' easement from the center line to the edge of this city property. Within this 50' easement, the rain water would drain from the road curb to the ditch by a catch basin where it already drains to by ditch (see attached map and plan).

Darren Johnson, City Maintenance, thought that the City might furnish the catch basin and install the drainage pipe to the ditch. The County Maintenance department also thought it would be a good way to keep water more efficiently drained from Tonasket Shop Road which becomes problematic after heavy rain and during snow melt.

I have also discussed this proposal with Jick from the State Highway Maintenance which he forwarded to his boss, William Gould in Wenatchee. His reaction was that the State would not support any improvement for beautification to their easement. But I am not sure that our proposal was fully explained. I would like the City's input for discussion. Would we need to notify the State as the City's property and the water already drain to their easement?

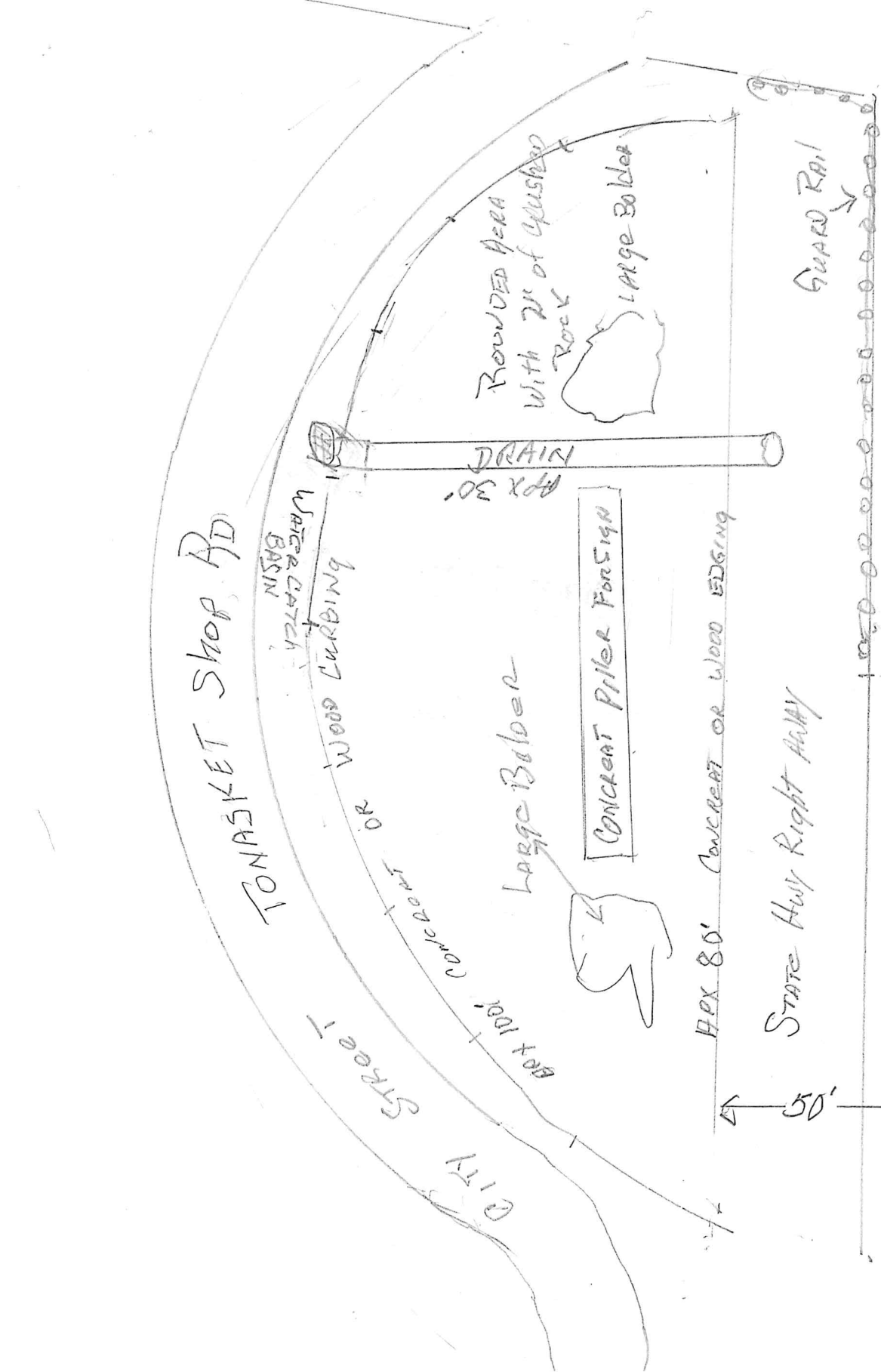
After review of this proposal, I would like to visit with you by telephone for any questions you might have.

I really appreciate your time and consideration regarding this proposal and am sure you agree that it would be beneficial for our City.

Sincerely,

George L Frank

TO BELTZ MACH SHOP
PARKING
TO FOOT BRIDGE



STATE HWY
Center Line
97 NORTH →

City Hall 486 2132

Legacy R/W Island Lease

Southwesterly corner of the Tonasket Shop Rd. and SR 97 intersection

Legend

- Apple Valley Machine Shop
- Polygon Measure



drain
 not going to be
 responsible for drain

RESOLUTION NO. 2021-09

A RESOLUTION authorizing an Airport Land Lease Agreement

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TONASKET, WASHINGTON, the Airport Land Lease agreement attached hereto as **“Exhibit A”** between the City of Tonasket and Eric Dye is hereby approved and the Mayor and City Clerk are hereby directed to execute the same for and on behalf of the City of Tonasket.

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

APPROVED:

Marylou Kriner, Mayor

ATTEST:

Alice J. Attwood, Clerk-Treasurer

“Exhibit A”

TONASKET AIRPORT LAND LEASE

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the **CITY OF TONASKET**, a municipal corporation, hereinafter referred to as the "**Lessor**", and Eric Dye hereinafter designated as the "**Lessee**".

WITNESSETH:

WHEREAS, the **Lessor** is the owner of the Tonasket Municipal Airport located Northwest of the City of Tonasket; and

WHEREAS, the **Lessee** desires to lease the property on which a hangar is located or will be constructed,

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES as follows:

1. For and in consideration of the rents and covenants herein specified to be kept and performed by the parties hereto, the **Lessor** does hereby lease and demise to the said **Lessee** that parcel of real property situated on the Tonasket Municipal Airport in Section 8, Township 37 North, Range 27 E.W.M. located in the County of Okanogan, State of Washington, as shown and depicted as Hangar Site No. 1 with the lot size of 50' x 60', on the drawing attached hereto as Exhibit B and incorporated herein by this reference as fully set forth.
2. **Lessee** is hereby leasing said land for the purpose of maintaining a hangar.

Tonasket Airport Land Lease Continued

3. Rent is \$270 per year, plus all applicable local, state, and federal taxes, paid in advance. Said rental payment shall be subject to periodic adjustment by the City of Tonasket as adopted by Resolution. In addition thereto, the **Lessee** shall be responsible for the payment of any and all utilities provided to the premises.

4. It is further understood and agreed by and between the parties hereto that the **Lessee** will maintain the premises and any improvements thereon in good condition, both inside and outside, and will not allow the same to deteriorate unduly, reasonable wear and tear excepted, so that said hangar will at all times during this lease period be maintained in a reasonably good condition so that it will not in any way be detrimental to the appearance or safety of the airport. Areas between hangars will be the responsibility of the hangar owner for graveling and weed control.

5. It is agreed and understood by and between the parties hereto that the **Lessee** shall have the right to use taxiways for ingress and egress to reach the runway and other facilities located at the airport. Said taxiways as described shall not be used exclusively by the **Lessee** and may be used by an individual authorized to do so by the **Lessor**.

6. It is further agreed and understood that the **Lessee** has the right to sublease the property above described that he is leasing without the written consent of the **Lessor**.

Tonasket Airport Land Lease Continued

7. It is agreed and understood that the **Lessee** shall indemnify and agree to hold the **Lessor** harmless for any operations or activities or injuries, damage or liabilities arising from any of the **Lessee's** operations relative to his hangar, or otherwise, or any other operation, which he may conduct on said leased premises, or in any way connected with his operation on the premises.

8. It is agreed and understood that the **Lessee** shall not be engaged in any activity, which would unnecessarily increase the fire hazard or other risk at the airport. The storage of fuel on or about the premises is strictly prohibited. **Lessee** shall not use the site for maintenance purposes other than to perform those preventative maintenance items allowed by the FAA to be performed by aircraft owners.

9. **Lessee** agrees to observe and obey all rules and regulations of the city, state, federal government and any governmental agency including, but not necessarily limited to, the Federal Aviation Administration.

10. The **Lessor**, its agents and employees shall have the right to enter upon the premises and any hangars located thereon in the event of emergency, which requires said entry.

11. **Lessee**, its customers, passengers, guests and other invitees shall have at all times the full and free right of ingress and egress to and from the premises.

Tonasket Airport Land Lease Continued

12. **Lessee** will maintain in force and carry at his expense at all times during the terms of this agreement, liability insurance in the amount of \$500,000.00 or more. **Lessor** shall be furnished with copies of all such insurance policies obtained by **Lessee** in compliance with this section. **Lessee** agrees to notify **Lessor** in writing as to any amendment or cancellation of such policies.

13. Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for a period of 20 years commencing _____ and terminating _____. At the expiration of said initial term, the **Lessee** shall have the option of extending the lease.

14. If **Lessee** fails to keep and perform any of the covenants and agreements herein contained, the **Lessor** may cancel this lease at its option and re-enter and claim the said premises and any improvements thereon. **Lessee** may elect at any time to terminate this agreement by giving 30 days' written notice to **Lessor**.

15. The parties agree that in the event of litigation to enforce any of the covenants or conditions of this lease, the prevailing party will, in addition to any other sums found to be due in such litigation, be entitled to recover as costs such sum as the court may adjudge as reasonable attorney's fees.

Tonasket Airport Land Lease Continued

16. It is fully agreed and understood by and between the parties thereto that this lease shall be binding upon the parties hereto, their heirs, executors, assigns and administrators and successors in interest.

EXECUTED on this date _____.

LESSOR:

CITY OF TONASKET, a municipal corporation:

By: _____
Marylou Kriner, Mayor

By: _____
Alice J. Attwood, City Clerk

LESSEE:

Print Name

Sign

Tonasket Airport Land Lease Continued

STATE OF WASHINGTON
County of Okanogan

On this day personally appeared before me _____
And _____, known to me to be the Mayor and City Clerk,
respectively of the municipal corporation that executed the within and foregoing
instrument and acknowledged said instrument to be the free and voluntary act
and deed of said municipal corporation, for the uses and purposes therein
mentioned, and on oath stated that they were authorized to execute said
instrument and that the seal affixed is the corporate seal of said municipal
corporation.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL
THIS _____ day of _____, 20__.

Notary Public in and for the State of Washington,
residing at Tonasket.
My appointment expires _____.

STATE OF WASHINGTON
County of Okanogan

On this day personally appeared before me

know to me to be the individual(s) described in and who executed the within and
foregoing instrument and acknowledged that he/they signed the same as his/their
free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS THEREOF, I have hereunto set my hand and seal this
_____ day of _____, 20__.

Notary Public in and for the State of Washington,
residing at _____.
My appointment expires _____.

DRAFT

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

Staff: Attwood and Johnson

The meeting was called to order at 7:00 pm.

Roll call was taken and all Councilmembers were in attendance. The pledge of allegiance was given by all.

Motion to approve the agenda with the addition of adding the Father's Day Fly In under new business. M/McMillan, S/Weddle. Carried 5:0.

Motion to approve the minutes of the previous meeting, April 13, 2021. M/McMillan, S/Levine. Carried 5:0.

Public Comment

- Lee Orr was in attendance and asked the Council for their permission to hold the Annual Father's Day Fly In at the Tonasket Airport in June.

Motion to allow the Tonasket Airport Improvement Club to hold the Father's Day Fly In at the Tonasket Municipal Airport on Father's Day in June. M/Levine, S/Ritter. Carried 5:0.

Mayor/Council/Committee Reports

Mayor

- The Mayor stated she will be giving her report at the first meeting of the month.

Levine

- Thanks to everyone for voting!
- Reported she and Councilmember Ritter are working on the adhoc committee regarding a new Police Department. They would like to have a town hall meeting after they have completed their work to see how the town feels about having a Police Department.
- Reported the IACC is considering having a conference this year and there is a survey out asking for comments.
- The Legislative session is over and now waiting for an answer if the City's Capital Budget request will be part of the Budget.
- Extended Care request for chickens and rabbits—maybe have them only during certain times of the year?
- Asked about Splash Park opening.
- Council meetings—when are they going to be in person.

Mayor Kriner stated May 11th the meetings will be held in person for the Mayor and Council and if someone is on the agenda then they can be in person. We would only allow 5 people from the public to be in attendance, everyone else would be on Zoom.

McMillan

- Reported he attended the quarterly meeting with the Sheriff.
- Reported he attend the meeting with the school regarding the Youth Center.
- Portable speed sign on Jonathan/Havillah might be a good idea.
- A stop sign on Locust has been requested.

Ritter

- Levine covered everything.

Weddle

- McMillan covered most of the subjects.
- Use of Youth Center by the school moving forward.
- Shout out to everyone that voted.

Alexander

- No report.

New Business

Memo from Planning Commission was presented in the Council packet for review and comment.

Motion to approve the Addendum to the Hangar Lease for Steve Phillips. M/Levine, S/Ritter. Carried 5:0.

Miscellaneous and Correspondence

- Letter from Sandy Vaughn in support of the rabbits and chickens at the Extended Care.
- Councilmember Ritter stated she is working on a specific list of criteria for this matter.
- The Clerk reminded everyone that filing week is May 17th – May 21st.
- The Clerk also stated the city auction date has been moved to May 21st.

There being no further business the meeting was declared adjourned at 8:00 pm

Alice J. Attwood, Clerk-Treasurer