

Tonasket City Council Agenda
Tuesday, June 8, 2021
7:00 pm

VIRTUAL ZOOM MEETING ID# 827 8251 8449

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) Public Comment
- 6) Kurt Danison Report
- 7) Unfinished Business
 - a) Approve final payment to Central Washington Asphalt \$24,994.57 for Airport Project **Action Item**
- 8) Department Head Reports
- 9) Mayor/Council/Committee Reports
 - a) Ad Hoc Committee Report on Police Department Research
- 10) New Business
 - a) Set Public Hearing for Six Year Transportation Improvement Plan 6-22-2021 **Action Item**
 - b) Approve Peddlers Application for Esteban Flores **Action Item**
 - c) Approve Free Public Swim Day on opening day at the pool **Action Item**
 - d) Approve Resolution 2021-10 Authorizing an Airport Land Lease Agreement—**Action Item**
- 11) Approval of Consent Agenda: Minutes of the previous meeting, the May Payroll and the June Bills **Action Item**
- 12) Miscellaneous and Correspondence
- 13) Adjournment

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

Council Memo
Tuesday, June 8, 2021

VIRTUAL ZOOM MEETING ID# 827 8251 8449

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Kurt Danison will be present in person, to give his report. He will also be talking about the Six Year Transportation Plan. (STIP)

I have included the final payment for the Airport Project again. The final payment ended up being more than the amount that was previously approved, in the amount of \$3266.67, which was the final 10% of mobilization. The final payment now is \$24,994.57. **Suggested Motion: I move to approve the final payment to Central Washington Asphalt in the amount of \$24,994.57.**

The Mayor is requesting a report from the Police Department Research Ad Hoc Committee, councilmembers Levine and Ritter.

I have included in the packet the list of streets that were included in the STIP for last year. The streets will need to be reviewed prior to the public hearing.

Suggested Motion: I move to set the public hearing for the Six Year Transportation Improvement Plan during the regular City Council meeting on Tuesday, June 22, 2021.

Esteban Flores has requested a Peddlers permit. He has had a permit in the past. A background check will be done. **Suggested Motion: I move to approve/not approve the request for a peddlers permit for Esteban Flores.**

When the pool opens, the City generally approves the first day of public swim to be a free day. **Suggested Motion: I move to authorize the first day of public swim at the Tonasket Community Pool to be a free public swim day.**

Resolution 2021-10 authorizes an Airport Land Lease Agreement with Thomas Baldwin. **Suggested Motion: I move to adopt Resolution 2021-10, an Airport Land lease Agreement with Thomas Baldwin.**

Minutes of the Regular City Council Meeting Tuesday, May 25, 2021

DRAFT

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

Staff: Attwood, Miller and Johnson

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

Roll call was taken and all Councilmembers were present.

Motion to approve the agenda but move 8d) Poppy Day Proclamation to the beginning of the meeting and striking 8e) request for a drive through Chief Tonasket Park graduation party. M/McMillan, S/Ritter. Carried 5:0.

Motion to approve the minutes of the previous meeting. M/Ritter, S/Levine. Carried 5:0.

Poppy Days Proclamation. Mayor Kriner read the Poppy Days Proclamation and Debbie Haven presented her with a poppy.

Public Comment

- Jean Pfeifer asked why there is now a sign at Chief Tonasket Park about keeping dogs on a leash. Councilmember Ritter informed her it is not a new Ordinance but the City now has signs for it.

Unfinished Business

Review of the Personnel Policy. The Mayor, City Council and City Clerk reviewed the Personnel Policy for 15 minutes.

Mayor/Council/Committee Reports

Mayor

- The Founders Day Rodeo will be on June 4th and 5th with the parade on June 5th. There will be vendors in town and there will be a band at the Iron Grill.

Levine

- Reported she and Councilmember Ritter did not meet regarding the Police department Ad Hoc Committee.
- Thanked everyone for their interest in the election.

McMillan

- Thanked all the local businesses for contributing to the Bebee Family after their loss.

Ritter

- The Extended Care request was discussed at the last Planning Commission meeting. A Public Hearing will be necessary to change the code.

Weddle:

- Thanked everyone that is running for the election.
- Asked what the status is on getting a Code Enforcement person. Mayor Kriner said she has someone in mind and she will let everyone know as soon as she can.
- A lot of work has gone into getting the pool ready to open and to get water in it.

Alexander

- None

Mayor Kriner reported the swim pool is losing water. Superintendent Johnson is monitoring the situation.

DRAFT

New Business

Motion to adopt Ordinance #824, a budget amendment. M/McMillan, S/Ritter. Carried 4:1.
Councilmember Levine voted nay.

Motion to accept the quote from 509 Quality Property Maintenance in the amount of \$20,385.70 for the Youth Center Project. M/Ritter, S/McMillan. Carried 5:0.

Motion to remove the maple tree in front of the swim pool bathhouse and to replace with a new tree in a year. M/Levine, S/Alexander. Carried 5:0.

Motion to accept the quote from Iron Roots in the amount of \$2170.00 to remove the maple tree in front of the swim pool bathhouse. M/Levine, S/McMillan. Carried 5:0.

Miscellaneous and Correspondence

News release

There being no further business the meeting was declared adjourned at 8:06 pm.

Alice J. Attwood, Clerk-Treasurer

Statewide Transportation Improvement Program

Project Search Project List Create New Project Import Export Rollover Reports Admin Logout Help

You are signed in as CityofTonasket2011@

Current STIP Year 2021

Project List

You have 26 new project(s).
Current search criteria: none

			Status	STIP Id	MPO	Agency	Title	Amd #	Draft Type	Last Action	Next Action	Process?
				WA-05924	OCOGRTPPO	Tonasket	Miscellaneous		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-05931	OCOGRTPPO	Tonasket	Railroad Avenue		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-05932	OCOGRTPPO	Tonasket	Division Street - Extensi...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-05933	OCOGRTPPO	Tonasket	Roy Stotts Avenue		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-05934	OCOGRTPPO	Tonasket	Whitcomb Avenue - Reconst...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-05935	OCOGRTPPO	Tonasket	Havillah Road/Jonathon Si...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-05938	OCOGRTPPO	Tonasket	Henderson Avenue - Fourth...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-05939	OCOGRTPPO	Tonasket	Locust Avenue - Reconstru...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-05941	OCOGRTPPO	Tonasket	4th Street - Whitcomb to ...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-05944	OCOGRTPPO	Tonasket	New South Access motorize...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>

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Create New Project

Process

Statewide Transportation Improvement Program

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Current STIP Year 2021

Project List

You have 26 new project(s).
Current search criteria: none

			Status	STIP Id	MPO	Agency	Title	Amd #	Draft Type	Last Action	Next Action	Process?
				WA-05946	OCOG RTPO	Tonasket	3rd Street - Whitcomb to ...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-05948	OCOG RTPO	Tonasket	S. Antwine Avenue between...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-05949	OCOG RTPO	Tonasket	Division Street - Tonaske...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-05952	OCOG RTPO	Tonasket	Jonathon Street - Whitcom...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-05991	OCOG RTPO	Tonasket	3rd Street Sidewalks - no...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-07143	OCOG RTPO	Tonasket	Riverview Alley		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-07146	OCOG RTPO	Tonasket	Accessibility Project		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-07149	OCOG RTPO	Tonasket	US 97/Seventh Ave Pedestr...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-07150	OCOG RTPO	Tonasket	Alley Upgrades		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-08024	OCOG RTPO	Tonasket	Tonasket Airport Road Rec...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>

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Create New Project

Process

Statewide Transportation Improvement Program

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You are signed in as CityofTonasket2011@

Current STIP Year 2021

Project List

You have 26 new project(s).
Current search criteria: none

			Status	STIP Id	MPO	Agency	Title	Amd #	Draft Type	Last Action	Next Action	Process?
				WA-08025	OCOG RTPO	Tonasket	Seventh Street Mill Drive...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-08027	OCOG RTPO	Tonasket	State Frontage Road Compl...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-05921	OCOG RTPO	Tonasket	2nd Street - Joseph to ea...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-10207	OCOG RTPO	Tonasket	Transit Stop Location, Li...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-12159	OCOG RTPO	Tonasket	Second Street Improvement...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-12171	OCOG RTPO	Tonasket	Fourth Street Sidewalk - ...		Orig	Returned to Agency by MPO/RTPO	▼	<input type="checkbox"/>
				WA-12952	OCOG RTPO	Tonasket	State Street reconstructi...		Orig		▼	<input type="checkbox"/>
				WA-12953	OCOG RTPO	Tonasket	East Second, Tonasket to ...		Orig		▼	<input type="checkbox"/>
				WA-05947	OCOG RTPO	Tonasket	E. 2nd Street - State to ...		Amdmt		Submit to MPO	<input checked="" type="checkbox"/>

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Create New Project

Process

APPLICATION FOR LICENSE
PEDDLERS, CANVASSERS AND TRANSIENT MERCHANTS
Tonasket City Municipal Code 5.12
(ORDINANCE # 346)

A. Name and date of birth of applicant/s and workers (continue on back if needed)

First Esteban First Esteban
Last Flores Last Flores
Middle _____ Middle _____
Date of Birth 12-18-68 Date of Birth 02-15-02

B. Complete permanent home and local address of the applicant and, in case of transient merchants, the local address from which sales will be made:

Home: 443 Hwy 7 #36 phone (509) 4294629
Tonasket, Wa. 98855 Fax _____

Business La Mortenita phone _____
Fax _____

Washington State Business License # 602064610

Driver's License # NDL 52B87223B

C. A brief description of the nature of the business and the goods to be sold:

pre package ice-cream

D. If employed, the name and address of the employer, together with credentials establishing the exact relationship: _____

E. The length of time for which the right to do business is desired: _____

June - September 2021

F. The source of supply of the goods or property proposed to be sold, or orders taken for the sale thereof, where such goods or products are located at the time said application is filed, and the proposed method of delivery: Walmart

G. The names of at least two property owners of Okanogan County, Washington, who will certify as to the applicant's good character and business respectability; or in lieu of the names of references, such other available evidence as to the good character and business responsibility of the applicant as will enable an investigator to properly evaluate such character and business responsibility: Raul Martinez (Pastor)

Trisha Roach, Tonasket high school principal

H. A statement as to whether or not the applicant has been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than traffic violations, the nature of the offense and the punishment or penalty assessed therefore:

NO I have not

I. The last cities, not to exceed three, where applicant carried on business immediately preceding the date of application and the addresses from which such business was conducted in those municipalities: Tonasket, Oroville, and Omak Wa

J. At the time of filing the application, an application fee shall be paid to the City Clerk to cover the cost of investigation of the facts stated therein.

K. In consideration of the City of Tonasket granting this permit, the undersigned does hereby agree to indemnify and hold harmless the City of Tonasket and its employees, officers, and agents against all suits and claims arising in any way connected with the activities hereby permitted, and the undersigned further agrees to defend any and all such actions at the sole cost and expense of the undersigned.

I SWEAR THE ABOVE INFORMATION I HAVE GIVEN IS ACCURATE AND TRUE.

Sworn: 

Date: 05/27/21

Received by City Clerk, date: 5/1/21 gputinton

Referred to City Council, date: _____

Council Action: _____

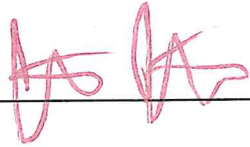
Vendor Release of Liability & Indemnity Agreement

Participation in this event is at your own risk. By signing this document, you, your agents, servants, or employees agree to comply with any applicable fire codes, laws, ordinances, and regulations pertinent to health, fire prevention, and public safety.

Agreement to Indemnify

You shall indemnify the City from and against any and all claims, demands, causes of action, suits or judgments including but not limited to, any claims of insurance carriers, for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with you, your agents, servants, or employees. In the event of any claims made or suits filed against the City, at its option, require you to resist or defend such action or proceeding at your own cost and expense by counsel reasonably satisfactory to the City.

Sworn: _____



Date: _____

05/30/21

RESOLUTION NO. 2021-10

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 Thomas Baldwin 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 Thomas Baldwin 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. 18 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 _____.