

Tonasket City Council Agenda
Tuesday, February 8, 2022
7:00 pm

VIRTUAL ZOOM MEETING ID # 867 6178 0455
PHONE # 1-253-215-8782

- 1) Call to order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Approval of the Agenda **Action Item**
- 5) Public Comment
- 6) Kurt Danison Report
- 7) Unfinished Business
 - a) Ordinance #833 repealing Section 2.12.050 of the Tonasket Municipal Code and thereby disbanding the Civil Service Commission. **Action Item**
- 8) Department Head Reports
- 9) Mayor/Council/Committee Reports
- 10) New Business
 - a) Restrooms @ City Hall **Action item**
 - b) Resolution 2022-03 Airport Land Lease **Action Item**
 - c) North Valley Hospital Franchise Agreement Amendment **Action item**
 - d) Elect Mayor Pro Tem
- 11) Miscellaneous and Correspondence
- 12) Consent Agenda: Minutes of the previous meeting, the January Payroll and the February Bills **Action Item**
- 13) Adjournment

Minutes of the Tuesday, January 25, 2022 City of Tonasket Regular City Council Meeting

Present: Mayor Maldonado, Councilmembers Alexander, Hill, McMillan and Weddle.

Staff: Johnson and Attwood

Motion to excuse Councilmember Levine from the meeting. M/McMillan, S/Weddle. Carried 4:0.

Motion to approve the agenda with the addition of a discussion regarding the Civil Service Commission under Unfinished Business. M/Weddle, S/McMillan. Carried 4:0.

Motion to approve the minutes of the previous meeting. M/McMillan, S/Weddle. Carried 4:0.

This meeting has been scheduled as a bid opening for Janitor Service for the City Hall complex. One bid was received from 509 Quality Property Maintenance LLC, Elysia Nelson, in the amount of \$1350.00 per month and \$50 per hour for the Youth Center.

Motion to approve the bid submitted from 509 Quality Property Maintenance LLC, Elysia Nelson, in the amount of \$1350.00 per month plus \$50 per hour for the Youth Center when needed. M/McMillan, S/Weddle. Carried 4:0.

Tamatra Davenport was present to discuss Youth Sports for the Community of Tonasket. Mr. Davenport explained there is a need for more space for children to play sports and asked the Mayor and Council for their assistance. After discussion the Mayor and Council thanked Mr. Davenport for his concerns and report.

Public Comment

- Marylou Kriner reported the weekend for the Tonasket Founders Day Rodeo has been changed to Memorial weekend and the Parade will follow suit.
- Also reported the Chamber of Commerce will be receiving LTAC funds from the County for advertising purposes and also will be receiving \$22,000 for improvements to the trail at Chief Tonasket Park. She asked the Mayor for an ad hoc Committee to work with on the project. The Mayor asked her to bring forward candidates for the committee.

Unfinished Business

There was discussion on whether to continue with a Civil Service Commission or not. After discussion it was determined to put proposed Ordinance #833 on the agenda for the next meeting. Ordinance #833 would repeal Section 2.12.050 of the Tonasket Municipal Code and thereby disband the Civil Service Commission.

Mayor/Council/Committee Reports

Mayor

- Thanked the Council for their support. Informed the Council he will be moving his work office into City Hall. He has checked with Attorney Howe on this matter.

McMillan

- Reported he and Councilmember Weddle met to discuss paying down City loans.
- Not a lot going on with Public Safety.
- He is looking at different options regarding Public Safety.

Weddle

- Things have been quiet.
- Considering a survey on safety needs.
- Working with Kurt Danison on the Beneficiary Information form for a Federal Grant, for the Perfect Passage. Businesses have been supportive.

Hill

- Discussed the Committees.
- She has attended Park and Recreation District meetings virtually in the past.
- In April a company will be coming to look at the swim pool regarding the leaks.
- The Park and Rec District is researching pool covers.

DRAFT

- Discussed project work sheets.

Alexander

- No report

Department Head Report

Johnson

- Reported the crew is working on the street sweeper, the picnic tables, finishing painting and he ordered the new truck.

New Business

Motion to approve the Mayor's Appointments for 2022. M/McMillan, S/Weddle. Carried 4:0.
The committee appointments will be reviewed in 6 months.

Motion to table the Franchise Agreement until the next meeting. M/McMillan, S/Alexander.
Carried 4:0.

Miscellaneous and Correspondence

- Marylou Kriner stated the Chamber of Commerce would like to set up an office in the TVBRC. This will be researched.

There being no further business the meeting was declared adjourned at 8:14 pm.

Alice J. Attwood, Clerk-Treasurer

Council Memo
For February 8, 2022 City Council Meeting

VIRTUAL ZOOM MEETING ID # 867 6178 0455
PHONE # 1-253-215-8782

TO: Mayor and City Councilmembers

FROM: City Clerk-Treasurer

Ordinance #833 is on the agenda again at the direction of the Council. **Suggested Motion: I move to adopt Ordinance #833 repealing Section 2.12.050 of the Tonasket Municipal Code and thereby disbanding the Civil Service Commission.**

The restrooms located in City Hall are on the agenda for discussion. The question is should the restroom be unlocked and open again to the public or remain as is. Currently, the Library has a key and will allow Library patrons to use the facility at their discretion. **Suggested Motion: I move to authorize City Hall staff to open the restrooms at City Hall or to leave them closed and allow the Library personnel to distribute the key.**

Resolution 2022-03 enters into an Airport Land Lease Agreement with Bob McDaniel. **Suggested Motion: I move to approve Resolution 2022-03 authorizing an Airport Land Lease Agreement with Bob McDaniel.**

North Valley Hospital Franchise Agreement is on the agenda again. **Suggested Motion: I move to approve the Franchise Agreement Amendment (originally dated 3/8/16) with North Valley Hospital to continue for a term of 3 (three) years from the new effective date.**

It is time again to elect a Mayor ProTem. Councilmembers will nominate Councilmember(s) for the position and a secret ballot vote will be taken. The Councilmember with the most votes will be the Mayor Pro Tem.

ORDINANCE NO. 833

AN ORDINANCE repealing Section 2.12.050 of the Tonasket Municipal Code and thereby disbanding the Civil Service Commission.

Whereas, civil service was established in the City of Tonasket in 1995 to govern the Tonasket Police Department; and

Whereas, the City of Tonasket Police Department was disbanded by Ordinance No. 798 adopted by the Tonasket City Council on the 2nd day of January, 2019;

Now, therefore,

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

Section 1. Section 2.12.050 of the Tonasket Municipal Code entitled "Civil Service Established" is hereby repealed.

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. 2022-03

A RESOLUTION authorizing 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 Bob McDaniel 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 _____, 2022.

APPROVED:

René Maldonado, Mayor

ATTEST:

Alice J. Attwood, City 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 Bob McDaniel 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. 9 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: _____
René Maldonado, Mayor

By: _____
Alice J. Attwood, City Clerk-Treasurer

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 _____.

Franchise Agreement Amendment

The City of Tonasket and North Valley Hospital hereby agree to extend the term of the Franchise Agreement (originally dated 3/8/16) to continue for a term of 3 (three) years from the new effective date.

No other aspects of the original agreement or subsequent amendments have been altered, and that agreement shall be considered still in place.

In Witness Whereof and in order to bind themselves legally to the term of this amendment, the duly authorized representatives of the parties have executed this Amendment as of the effective date.

Effective Date 3/12/22

Expiration Date 3/12/25

City of Tonasket, a municipal corporation of the State of Washington:

By: _____

René Maldonado Mayor

Attest: _____

Alice Attwood, City Clerk

Franchisee:

North Valley Hospital

By: _____

John McReynolds, CEO

Franchise Agreement Amendment

The City of Tonasket and North Valley Hospital hereby agree to extend the term of the Franchise Agreement (originally dated 3/8/16) to continue for a term of 3 (three) years from the new effective date.

The annual price shall be amended from \$3,000.00 to the new rate of \$1,270.00 per year.

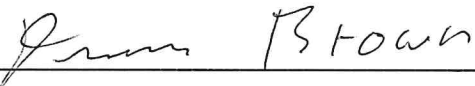
No other aspects of the original agreement have been altered, and that agreement shall be considered still in place.

In Witness Whereof and in order to bind themselves legally to the term of this amendment, the duly authorized representatives of the parties have executed this Amendment as of the effective date.

Effective Date 3/12/2019

Expiration Date 3/12/2022

City of Tonasket, a municipal corporation of the State of Washington:

By: 

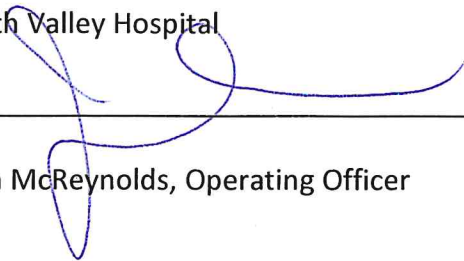
Dennis Brown, Mayor

Attest: 

Alice Attwood, City Clerk-Treasurer

Franchisee:

North Valley Hospital

By: 

John McReynolds, Operating Officer

FRANCHISE AGREEMENT

This agreement is made and entered into as of this 4th day of March, 2015, by and between the **City of Tonasket**, a municipal corporation of the State of Washington and **North Valley Hospital**, a municipal corporation of the State of Washington, with its principal offices at Tonasket, Washington, hereinafter "**Franchisee**".

Whereas, the Franchisee has requested a franchise from the City to authorize the use of the public right of way for the Franchisee to construct, install, maintain and operate its Mobile MRI Trailer and related facilities; and

Whereas, the City is authorized to establish standards for occupancy of the rights of way that are consistent with and recognize the City's duties and jurisdiction.

Now, therefore, in consideration of the premises and their mutual promises and undertakings herein, the parties, intending to be legally bound, hereby agree as follows:

General. Rights granted to Franchisee pursuant to this Agreement are subject to the authority of the City to adopt and enforce ordinances necessary for the health, safety and welfare of the public.

Grant of Authority to Use the Rights of Way Nonexclusive. This Franchise shall grant nonexclusive privileges to use that portion of the right of way depicted in **Exhibit A** attached hereto and incorporated herein by this reference. This franchise shall grant North Valley Hospital the right, privilege and authority to construct, install, maintain and operate its Mobile MRI Trailer and related facilities.

Nature of Rights Granted by this Franchise This franchise shall not convey title equitable or legal, in the rights of way.

Use of Rights of Way. The Franchisee shall construct and maintain its facilities in accordance with all applicable federal, state and local laws.

Fee. As and for the right to occupy the premises pursuant to the terms of this franchise, the Grantee shall pay to the City of Tonasket the sum of Three Thousand Dollars (\$3,000) per year, in advance, during each and every year during the term of this franchise agreement.

Term. This franchise shall be effective for a term of one year(s) from the date herein, subject to termination or forfeiture as provided herein.

Location and Standards.

A. The Franchisee shall not in any way displace, damage or destroy any sewer, sidewalk water main, pipe or any other facilities belonging to the City or to any third party who placed such facilities therein by express authority of the City. The Franchisee

shall be liable for the cost of any repairs made necessary by any such displacement, damage or destruction and shall pay such costs upon demand.

B. The franchisee shall, at its own cost, replace and repair without delay any sidewalk, street, utility or other public or private place that has been excavated, broken, removed, displaced or disarranged in the conduct of its construction, maintenance and operation, or as a result of the deterioration of any portion of the system, and restore the same to as good a condition as the same existed prior to the Franchisee commencing its work.

C. Franchisee promises all of its property and facilities shall be constructed, operated and maintained in good order and condition and in accordance with good engineering practice.

Removal or Relocation of Facilities. The Franchisee shall remove or relocate the Facilities it has installed, without cost or expense to the City, if such removal or relocation is at the request of the City, if and when made necessary by (i) any change of grade, alignment or width of any street; (ii) any changes to the City water system, storm sewers or sanitary sewers; (iii) construction, maintenance or operation of any other City underground or above ground facilities; (iv) because the Franchisee's facilities are interfering with or adversely affecting proper operation of City facilities; and/or (v) to protect the public health or safety.

Said removal or relocation shall be completed within thirty (30) days following written notification by the City, or such shorter period as the City may reasonably direct in the event of an emergency.

Abandonment of Facilities. If any portion of Franchisee's facilities covered by this Franchise is formally abandoned, Franchisee shall remove the Facilities at its own expense or, at the City's sole option, may abandon some or all of the Facilities in place. Except for facilities authorized by the City to remain in place, Franchisee shall remove all such facilities from the public right of way within thirty (30) days from the discontinuance of use of such Facilities.

Assignment/Transfer. Franchisee may not assign all or any portion of its rights, benefits and privileges in or under this License except upon the prior written approval of the City.

Indemnification.

A. Franchisee agrees to indemnify and hold harmless the City, its elected and appointed officers, agents and employees from and against any and all claims, demands or causes of action of whatever kind or nature and the resulting losses, costs, expenses, reasonable attorney fees, liabilities, damages, orders, judgments or decrees sustained by the City arising out of, or by reason of, or resulting from, or of the acts, errors, or omissions of Franchisee or its agents, independent contractors, or employees

related to or in any way arising out of the construction, operation or repair of Franchisee's facilities.

B. In the event any claim, suit or action for such damages be presented to or filed with the City, the City shall promptly notify Franchisee and Franchisee shall have the right at its election and at its sole cost and expense to settle or compromise such claim or defend the same at its sole cost and expense by attorneys of its own election.

Waiver of Claim

A. Franchisee waives any and all claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any Facility installed by the Franchisee or any loss or degradation of the services as a result of any event or occurrence which is beyond the reasonable control of the City. Actions by persons other than the City or its corporate authorities, officers or employees shall be deemed beyond the reasonable control of the City.

B. **Limitation of Liability.** The City shall be liable only for the cost of repair to the Franchisee's damaged facility arising from the negligence or willful misconduct of the City, its employees, agents, or contractors.

C. **Survival of Terms.** The provisions of this section will survive the expiration or earlier termination of the Agreement or its renewal.

Notices:

Methods of Notice. All notices which shall or may be given pursuant to this Agreement will be in writing and delivered personally.

If to the City:

City of Tonasket
Attn: City Clerk
P. O. Box 487
Tonasket, WA 98855

If to the Franchisee:

North Valley Hospital
Attn: Administrator
203 South Western
Tonasket, WA 98855

Miscellaneous Provisions:

Binding Effect. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective permitted successors and assignees.

Entire Agreement. This Agreement states the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the subject matter thereof, and may not be amended or modified except by a written instrument executed by the parties hereto.

Choice of Law. This Agreement shall be governed by, and interpreted according to, the laws of the State of Washington, without giving effect to the principles of conflicts of law. No claim, demand, action, proceeding, arbitration, litigation, hearing, motion, or lawsuit arising from, related to, or connected with this Agreement shall be commenced or prosecuted in any jurisdiction other than in the courts of the County of Okanogan, State of Washington and any judgment, determination, order, finding, or conclusion reached in any other jurisdiction shall be null and void between the parties hereto.

Construction of Agreement. The section headings in this Agreement are for convenience or reference only and shall neither be deemed to be a part of this Agreement nor modify, define, expand or limit any of the terms or provisions hereof. Words and definitions in the masculine, neuter or feminine gender shall also be read as though in either of the other genders.

Severability. Any provision of this Agreement which is invalid, illegal, or unenforceable in any manner in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such invalidity, illegality, or unenforceability without in any way affecting the validity, legality, or enforceability of the remaining provisions hereof, and any such invalidity, illegality, or unenforceability in any jurisdiction shall not invalidate or in any way affect the validity, legality, or enforceability of such provision in any other jurisdiction.

Consents. No consents or approval required of any party pursuant to this Agreement shall be unreasonably withheld or delayed.

Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations and that such obligations are binding upon such party without the requirement of the approval or consent of any other person or entity, except as provided by this Agreement.

In Witness Whereof and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Franchise Agreement as of the effective date.

Dated this 4th day of March, 2015.

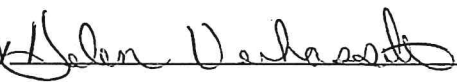
City of Tonasket, a municipal corporation of the State of Washington:

By 
Patrick Plumb, Mayor

Attest: 
Alice Attwood, Clerk-Treasurer

Franchisee:

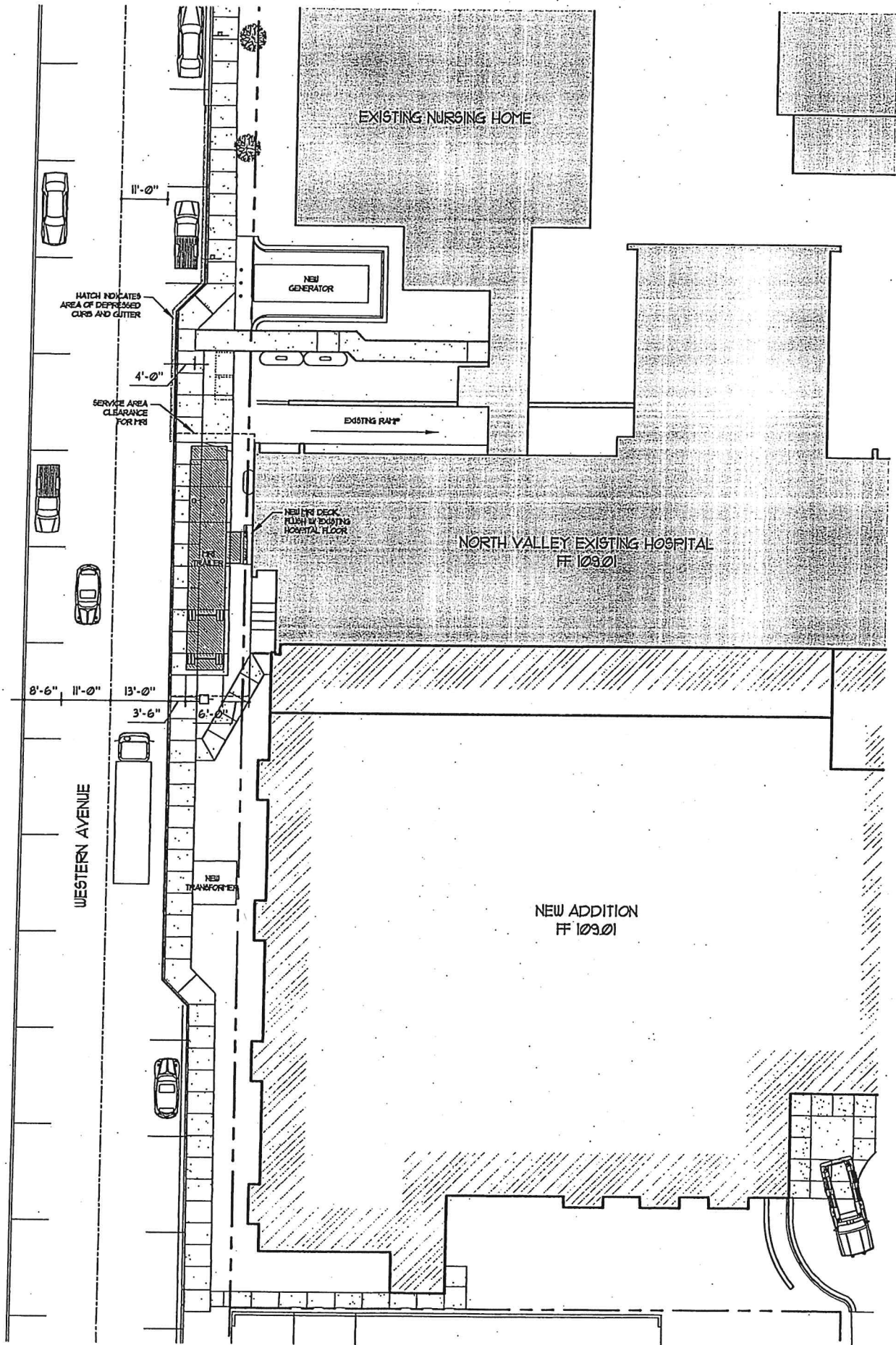
North Valley Hospital, a municipal corporation of the State of Washington:

By  Title CFO & Acting Administrator

Date: 3-5-15

Attest:  Title CIO

Date: 3/5/15



Alice Attwood

Subject: Alice Attwood's Zoom Meeting
Location: <https://us02web.zoom.us/j/86761780455>
Start: Tue 2/8/2022 7:00 PM
End: Tue 2/8/2022 10:00 PM
Recurrence: (none)
Meeting Status: Meeting organizer
zmMeetingNum: 86761780455

Alice Attwood is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/86761780455>

Meeting ID: 867 6178 0455

One tap mobile

+12532158782,,86761780455# US (Tacoma)

+16699006833,,86761780455# US (San Jose)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 867 6178 0455

Find your local number: <https://us02web.zoom.us/u/kvdlssJaS>