### Tonasket City Council Agenda Tuesday, April 12, 2022 7:00 pm

### VIRTUAL ZOOM MEETING ID# 810 1084 3751 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) Unfinished Business
- 7) Department Head Reports
- 8) Mayor/Council Committee Reports
- 9) New Business
  - a) Award of Portable Toilet Bid Action Item
  - b) Approval of Grant Agreement with TIB for \$50,000 for Perfect Passage Project **Action Item**
  - Approval of Resolution 2022-06 authorizing expenditures of the American Recovery Act Funds Action Item
  - d) Approval of Amendment #1 between the City and the Department of Ecology **Action Item**
  - e) Approval of Agreement between the City and Highlands Associates **Action Item**
  - f) Authorize WSDOT to paint stripe streets **Action Item**
  - g) Approval of Placing Ad in Recreation land Action Item
  - h) Approval of Peddlers Permit Application Action Item
  - i) Ordinance #835—changing time of Council meetings Action Item
  - j) Approval of Agreement with Colville Confederated Tribes Action Item
- 10) Miscellaneous and Correspondence
- 11)Consent Agenda: Minutes of the previous meeting, the March Payroll and the April Bills
- 12)Adjournment

The City of Tonasket is an equal opportunity employer and provider that strives to accommodate persons with disabilities. City Hall is ADA accessible. Please contact the City Clerk's office by noon on any meeting date for assistance.

### Minutes of the Regular Meeting of the Tonasket City Council, March 22, 2022

Present:

Mayor Maldonado and Councilmembers Alexander, Hill, Levine, McMillan and

Weddle.

Staff:

Attwood

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 were in attendance.

Motion to approve the agenda. M/McMillan, S/Levine. Carried 5:0.

Motion to approve the minutes of the previous meeting with the correction to add in Councilmember McMillan's report that the quarterly meeting was with Sheriff Hawley. M/Levine, S/McMillan. Carried 5:0.

### **Public Comment**

- Jill Ritter stated her daughter fell on the sidewalk across from City Hall and thank goodness was not hurt. She voiced her support and the strong need for the Perfect Passage Project which will include sidewalk repair.
- Phil Christy asked if trees were going to be replanted in History Park. It was stated Arbor Day trees were to replace the trees in the park that were removed.

### **Unfinished Business**

The proposed Rental Agreement with the Tonasket Chamber of Commerce was discussed.

 Additions to the agreement: term; office space rent to tenant 2 days per week, 64 hours per month for 12 months.

Motion to accept the agreement with the provided changes. M/Hill, S/McMillan.

Motion to amend the motion to include that the insurance coverage have the minimum limits. M/Hill, S/McMillan.

Vote on original motion 4:1, Motion carried, Levine voted no. Vote on second motion 5:0, Motion Carried.

There was discussion to readdress this agreement in the fall and discuss items such as snow removal.

### Mayor/Council/Committee Reports

### Levine

- Have not met with Alexander yet regarding Parks Committee matters.
- When ground thaws the Parks will open.
- Have been in contact with Weddle re: Perfect Passage. Ad Hoc wants to meet.
- Business owners want to know process of Perfect Passage—question why the project can't be done all at once to eliminate inconvenience.
- Would like to add Jill Ritter to the Ad Hoc Committee for the Perfect Passage.
- The people who put together the 3 on 3 Basketball Tournament would like to do it again.

There was discussion that History Park should be open for people to walk in.

### McMillan

 Met regarding Public Safety with group of citizens and discussed the Law Enforcement Contract and discussed a police department. The group is a good cross section of citizens.

### Hill

- · Nothing regarding Library at this time.
- · Asked how others could be involved.
- Inquired about the Cemetery survey---Clerk reported the short plat is in process.
- Inquired about the city hall doors—Clerk reported soon to be advertised.

DRAFT

• Inquired about the City Hall roof—a second opinion is being called for.

There was discussion on why there is a short plat being done on the Cemetery Property—it is necessary if the property is to be separated and sold from the rest of the parcel.

Motion to authorize the short plat of the property at the cemetery where the crematorium is located and allow up to \$1000 for costs. M/Alexander, S/McMillan. Carried 5:0.

Motion that the costs of the short plat become part of the selling price of the property. M/Alexander, S/McMillan. Carried 5:0.

### Weddle

- Working on tracking form, she will send out to everyone.
- Attended the NCWEDD Tech Assistance Team regarding grant funding sources.
- Inquired about Radar sign—clerk stated it hasn't been purchased yet.

Discussion regarding having a City Facebook page. The Mayor would like to pursue this. It was the consensus the Mayor and Clerk should proceed with looking into this.

### Alexander

- Had conversation with Building Official Randy Taylor, he is aware there is an enforcement problem.
- Would like to be part of a community group that helps people that have problems with cleaning up their property.

### **New Business**

Motion to set the date for Arbor Day as April 29th. M/Levine, S/McMillan. Carried 5:0.

Mayor Maldonado Proclaimed April 29th to be Arbor Day in Tonasket.

Motion to approve Resolution 2022-06 setting the annual clean-up date for April 11<sup>th</sup> -15<sup>th</sup>. M/Weddle, S/McMillan. Carried 5:0.

Motion to approve the hiring of a person for the Seasonal Maintenance Position. M/Levine, S/McMillan. Carried 5:0.

### Miscellaneous and Correspondence

- Clerk stated she would like to meet with the Finance Committee.
- Working on the American Recovery Act Funds.
- Would like to talk to Alexander regarding the city hall restroom that needs repair.
- Clerk reported regarding the fuel bid with Coleman Oil the margin is always the same, 10 no matter the cost of the fuel to them.
- Asked the city council to approve \$1100 for advertising in the Vacationland.

Motion to change the meeting time for the City of Tonasket Council meetings to 6:00 pm. M/Hill, S/Weddle.

Motion to approve \$1100 for the Vacation Land publication with the Omak Chronicle. M/Levine, S/Weddle. Carried 5:0.

Motion to extend the meeting to 9:30 pm. M/Levine, S/McMillan. Carried 5:0.

### **Executive Session**

- Mayor Maldonado called an Executive Session, 42.30.110, 1(g) for 30 minutes.
- The Mayor, Council and City Clerk, left the council room at 9:00 pm, at 9:30 the Clerk went to the Council room (no one was there, either in person or on ZOOM, the meeting was extended for 5 minutes).
- After the five minutes, the Mayor, Council and Clerk went back to the Council room and adjourned the meeting.

Motion to adjourn the meeting. M/Levine, S/Weddle. Carried 4:0.

### Council Memo Tuesday, April 12, 2022 7:00 pm

### VIRTUAL ZOOM MEETING ID# 810 1084 3751 PHONE #1-253-215-8782

TO:

Mayor and City Council

FROM:

City Clerk-Treasurer

I have received two bids for Portable Toilet Services for the City. I recommend approving the bid from Mrs. Pumpco as stated on their submittal. Suggested Motion: I move to approve the bid from Mrs. Pumpco for 2022 and 2023 as stated on their submittal.

The Transportation Improvement Board has selected Tonasket for a Complete Streets Award in the amount of \$50,000 for the Perfect Passage Project. Suggested Motion: I move to accept the TIB funds of \$50,000 and authorize the Mayor to sign the Grant Agreement with the TIB.

Resolution 2022-06 American Recovery Act Funds—the Ad hoc committee has met and discussed the possible uses of the American Recovery Act funds. The Committee has determined the City Hall is in need of expansion and remodeling to not only make the work spaces more efficient but also safer for the employees. With the Final Rule being enacted the City can take a standard allowance and use the funds for these types of expenditures. Suggested Motion: I move to approve Resolution 2022-06 authorizing expenditures of the American Recovery Act Funds.

Amendment #1 between City and DOE. This amendment is needed to officially closeout the original agreement for the Storm Water Plan and initiate the loan. Suggested Motion: I move to approve Amendment NO. 1 to Agreement NO. WQC-2018-Tonask-00124 between the State of Washington Department of Ecology and the City of Tonasket and authorize the Mayor to sign the agreement.

Highlands Amendment Addendum #1 is for the purpose of assisting the City for the update of the City's Shoreline Master Program. The City will be receiving grant funds from the Department of Ecology for this up date. Suggested Motion: I move to approve this Addendum to the Agreement with Highlands Associates and authorize the Mayor to sign the document.

WSDOT Paint Stripe Streets—Annually WSDOT Paint stripes certain streets in the City. It is not a requirement however it is usually done. Suggested Motion: I move to authorize WSDOT to paint stripe certain streets in the City and authorize the Mayor to sign applicable forms.

Ad in Recreation land—I have been approached by the Gazette-Tribune to publish information about Tonasket in their Recreationland—as you can see the costs are

attached. These funds would come from the Hotel/Motel Funds.	<b>Suggested Motion: I</b>
move to publish/not publish in Recreation land in the amou	nt of

Peddlers Application—Have received a request for a Peddlers Permit from Karla and Riley Stucker. Suggested Motion: I move to approve/not approve the Peddlers Permit application.

Ordinance #835---this ordinance would change the time regular council meetings will be held from 7:00 pm to 6:00 pm. **Suggested Motion: I move to approve Ordinance** #835.

Colville Confederated Tribes Agreement---this agreement will supplement information on cultural significance in the Perfect Passage project area. Suggested Motion: I move to approve and accept the Statement of Work for the City of Tonasket Traditional Cultural Property Review with the Confederated Tribes of the Colville Reservation.

### **MRSPUMPCO**

2228 elmway, okanogan wa | 509-422-3846 | pumpco02@yahoo.com

3-31-2022

Tonasket city PO Box 487 Tonasket WA 98855

Quote for portable Toilet service at the history park, at the chief Tonasket park and various others.

Standard portable toilets, monthly rental with weekly service \$105

ADA compliant unit monthly rental with weekly service \$125

Sincerely, Marla Pillow / Mrs Pumpco

Marla Pillow

Marla Pillow

### PORTABLE TOILET SERVICES BID FORM

I submit the following bid for supplying portable toilets for the City of Tonasket, for 2022 and 2023.

	Cost per month Without tax
✓ 1 Portable ADA/Wheelchair Accessible Toilet at City Cemetery	\$ a75.00
♣ 1 Portable Toilet at History Park (City Pool)	\$ 127.50
1 Portable Toilet at the Skate Park (Chief Tonasket Park)	\$ 127.50
▼ 1 Portable Toilet at the Baseball field (Chief Tonasket Park)	\$ 127.50
Other toilets will be requested to be installed and removed upon request depending on activities that will require them.	対127.50 <sub>each</sub>

\* Prices per month breakdown:

ADA Toilet	
Rent	# 75.00
(lean (4 0 50 each)	\$275.00
Standard Toilet	
Rent	\$ 27.50
Clean (4 0 25 each)	\$100.00
TOTAL	\$127.50

Scott Septic and Rentals, LLC Company Name

36 HART ROAD
Address

Oroville, WA. 98844

509 - 476 - 3874

Phone number

Authorized Signature
JOHN CRAIG - Member

Delivery/Removal Fees (\$ 100 ADA) and (\$ 60 standard to: let) will be waived with Annual Contract.



### Washington State

### **Transportation Improvement Board**

March 25, 2022

**TIB Members** 

Councilmember Sam Low Snohomish County

Vice Chair Mayor Glenn Johnson City of Pullman

Amy Asher Mason Transit Authority

> Aaron Butters, P.E. HW Lochner Inc.

> > Susan Carter Hopelink

Barbara Chamberlain WSDOT

Elizabeth Chamberlain City of Walla Walla

> Chad Coles, P.E. Spokane County

Mike Dahlem, P.E. City of Sumner

Commissioner Al French Spokane County

Councilmember Hilda Guzmán City of Granger

Commissioner Scott Hutsell Lincoln County

> John Klekotka, P.E. Port of Everett

> > David Ramsay Feet First

Les Reardanz Whatcom Transportation Authority

Ruth Roberson Budget Assistant to the Governor

> Peter Rogalsky, P.E. City of Richland

Councilmember Jan Schuette City of Arlington

> Jennifer Walker Thurston County

Jane Wall County Road Administration Board

> Ashley Probart Executive Director

P.O. Box 40901 Olympia, WA 98504-0901 Phone: 360-586-1140 www.tib.wa.gov Alice Attwood City of Tonasket Post Office Box 487 Tonasket, WA 98855-0487

Dear Alice:

Congratulations! The Transportation Improvement Board (TIB) has selected your city for a Complete Streets Award. This recognition award includes a grant not to exceed the amount of \$50,000. In recognition of being nominated for Complete Streets, you will also receive an acrylic award in the mail within the next few weeks.

### How is grant funding received? What is the next step?

- Please email an original signed Grant Agreement. Once executed (signed by TIB), we will email you a copy for your records.
- The total grant may be transferred to your city as soon as June 1, 2022.
- Funds must be tracked in a separate account or with an identifiable accounting code.
- Check with your finance officer to ensure your city is ready to receive funds.

### How can funds be used? What is the grant requirement?

 The grant requires all items on the attached and approved TIB Complete Streets work plan to be completed. (Additional funding from other sources may be required to finish all approved items.)

### How do I show the funds were used?

Once the approved work plan items are completed, you must send in backup documentation showing expenditure amounts, dates, and activities related to the funds and photos or other documentation showing the completed work.

### When must funds be used?

Funds must be used by March 25, 2025. Any unused funds must be returned to TIB.

### Future eligibility.

All items listed on your approved work plan must be completed before your city will become eligible for future Complete Streets awards.

If you have questions, please contact Jonathan Heusman, TIB Project Engineer, at (360) 586-1143 or email JonathanH@tib.wa.gov. Questions regarding fund transfers should be directed to Vaughn Nelson at (360) 586-1149 or email VaughnN@tib.wa.gov.

Sincerely,

Ashly Probant

Ashley Probart Executive Director

**Attachments** 

City of Tonasket C-E-885(001)-1 Complete Streets Award

## STATE OF WASHINGTON TRANSPORTATION IMPROVEMENT BOARD AND CITY OF TONASKET GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD ("TIB") and the CITY OF TONASKET, a Washington state municipal corporation ("RECIPIENT").

WHEREAS, the TIB has developed a grant program, Complete Streets, to provide for the retrofit of streets and roads ("Project") for eligible cities, towns, and counties to provide access to all users, including bicyclists, pedestrians, motorists, and public transportation riders, and

WHEREAS, the above-identified RECIPIENT is eligible to receive a Project grant pursuant to ordinance 770 and that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant

NOW, THEREFORE, pursuant to chapter 47.26 RCW, RCW 47.04.320, and WAC 479-10-500 *et seq*, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

### 1. GRANT

TIB agrees to grant funds in the amount of FIFTY THOUSAND AND NO/100 dollars (\$50,000) for the Project pursuant to the terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

### 2. PROJECT AND BUDGET

The Project shall provide for the retrofit of identified streets or roads on the RECIPIENT's approved work plan. In accordance with applicable laws and ordinances, the RECIPIENT agrees to enter into an agreement with an independent contractor and/or material providers, or otherwise provide for the Project work plan to be completed by the RECIPIENT's own forces. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its independent contractor and/or material providers. If RECIPIENT uses its own forces, it shall be solely responsible for paying the costs thereof. Under no circumstances shall the TIB be responsible to any third party for the payment of labor or materials used in completing the Project work plan. The Project work plan may be amended by the Parties, pursuant to Section 7.

### 3. PROJECT WORK PLAN AND DOCUMENTATION

The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Project work plan describing eligible items with estimated costs;
- b) Documentation to support all costs expended on the Project work plan; and
- b) Project work plan Closeout Form.

### 4. PAYMENT AND RETURN OF GRANT FUNDS

TIB will pay the full grant award to the RECIPIENT after TIB approves the Project work plan and the Parties fully execute this Agreement; provided that there are legislatively appropriated funds available. The RECIPIENT agrees that it shall hold the grant funds in a separate and identifiable account and only use said funds to pay the actual direct and related indirect costs of the approved Project work plan. Grant funds not expended on approved Project work plan items by March 25<sup>th</sup>, 2025 shall be returned to TIB within ninety (90) days after receipt of TIB's written notification.

### 5. USE OF COMPLETE STREETS GRANT FUNDS

RECIPIENT agrees that the grant funds shall only be used to complete the approved Project work plan. Otherwise, RECIPIENT is subject to the Default and Termination provisions of Section 9.

### **6. RECORDS MAINTENANCE**

- 6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work plan, including but not limited to accounting procedures and practices which sufficiently and properly reflect all actual direct and related indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years after the completion of the Project work plan and TIB's acceptance of the Project work plan Closeout Form. At no cost to TIB, these records shall be provided when requested; including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
- 6.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

### 7. REVISIONS TO THE PROJECT WORK PLAN

RECIPIENT may request revisions to the Project work plan, including the addition or removal of items. Requests must be made in writing, and TIB, in its sole discretion, will determine whether to accept the proposed revisions. Should the TIB approve a Project work plan revision, the Parties shall amend this Agreement pursuant to Section 14. The RECIPIENT shall be solely responsible for all costs incurred in excess of the Agreement grant award.

### 8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or amendment thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed three years, unless extended by Agreement amendment pursuant to Section 14.

### 9. NON-COMPLIANCE, DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement and applicable rules under WAC 479-10-500 *et seq*, TIB shall notify the RECIPIENT, in writing, of RECIPIENT's non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project work plan, or a denial accompanied by supporting documentation. An agreement to amend the Project work plan must be pursuant to Section14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its Project work plan to correct or implement an amendment to the Project work plan.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and, in its sole discretion, TIB may require the RECIPIENT to stop incurring additional Project work plan costs during the investigation. Should TIB require the RECIPIENT to stop incurring additional costs to be paid with the grant funds, the RECIPIENT shall be solely obligated for paying any additional costs incurred by such suspension of work, contractor claims, or litigation costs; such costs cannot be paid for with grant funds.

### 9.2 DEFAULT

RECIPIENT is in default if TIB determines, in its sole discretion, that:

- RECIPIENT is not making reasonable progress toward correction and compliance with this Agreement and the Project work plan;
- b) TIB denies the RECIPIENT's request to amend the Project work plan; and
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.

### 9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop incurring costs chargeable against the grant funds and/or take such actions necessary as may be directed by TIB to protect TIB's grant funds.
- b) In the event of termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of all grant funds.

c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

### 10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the costs of the mediator.
- d) Each Party agrees to participate to the fullest extent possible and in good faith in resolving the dispute in order to avoid delays or additional incurred cost to the Project work plan.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11, until and unless the Dispute Resolution process has been exhausted.

### 11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

### 12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

- 12.1 RECIPIENT, shall protect, defend, indemnify, and save harmless the TIB, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, RECIPIENT'S negligent acts or omissions which may arise in connection with its performance under this Agreement. RECIPIENT shall not be required to indemnify, defend, or save harmless the TIB if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of TIB; provided that, where such claims, suits, or actions result from the concurrent negligence of the Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of RECIPIENT's own negligence
- 12.2 RECIPIENT agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, RECIPIENT, by mutual negotiation, hereby waives, with respect to TIB only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW.

12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.

### 13. ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights or obligations under this Agreement.

### 14. AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

### 15. INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

### **16. ENTIRE AGREEMENT**

This Agreement, together with the Exhibits, if any, the provisions of chapter 47.26 RCW, chapter 479 WAC, and TIB Policies, constitute the entire Agreement between the Parties and supersedes all previous written or oral agreements between the Parties. RECIPIENT agrees to abide by all applicable federal, state and local laws, ordinances, and rules when performing under the terms of this Agreement.

RECIPIENT		Transportation Improvement Board
Chief Executive Officer	Date	Date
Print Name		Print Name
		Approved as to Form  By:  ANN E. SALAY Senior Assistant Attorney General NOTE: Any changes to the terms of this Agreement shall require further approval of the Office of the Attorney General

# Complete Streets Work Plan Transportation Improvement Board

Agency City of Tonasket

Agency Contact Alice Attwood

Phone 509 486-2132

Complete Streets Funding Email clerktreasurer@tonasketwa.gov









Complete Streets Award

Total Work Plan

	2024		
Complete Streets	\$50,000		
Description	Design & Construction of aesthetical improvements along Whitcomb Ave from 1st St - 4th St [bike racks, trees, planters, etc]		
Proposed Work Item	Aesthetic Design / Construction on Whitcomb Ave		

## Agency Certification

represents projects that support and reflect our commitment to Certification is hearby given that the proposed work plan the Complete Streets ordinance and ethic.

Signature of Authorized Agency Official Ren

Maldonado Agency Official Name & Title

onathan Heusman ろ・*ラ*チー<u> ろo み</u>る Project Engineer Review

Work must be completed within three years of board approval or funds will be returned. All work plan items must be completed before agency is eligible for

future nominations.

**TIB Approval** 

Executive Director

Date 3/24/2022

Copy of complete streets app 50k.xls\\$200,000 Revised Jan 2022

### **RESOLUTION NO. 2022-06**

A RESOLUTION authorizing expenditures of the American Recovery Act Funds.

**Whereas**, the City of Tonasket will receive American Recovery Act Funds in the amount of \$313,240.34 provided to the City of Tonasket to help the city respond to the Covid-19 emergency; and

Whereas, said funds may be used according to the Final Rule to address

1) Public Sector Revenues, 2) Public Health & Economic Response, 3) Premium Pay for Essential workers and 4) Water, Sewer & Broadband Infrastructure.

Now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TONASKET, WASHINGTON, as follows: Said funds received by the City of Tonasket shall be expended for the following purposes:

- (1) to pay \$500.00 to each employee working for the City of Tonasket in a full time position on <u>January 1, 2022</u> into their HRA VEBA Account.
- (2) and according to the Final Rule the City elects to take the standard allowance and use the American Recovery Act Funds for the remodeling and expansion of the City Hall building.

PASSED BY THE CITY CO	JNCIL this day of	, 2022.
	APPROVED:	
	×	
	René Maldonado, Mayor	•
ATTEST:	APPROVED AS TO FOR	RM:
Alice Attwood, Clerk-Treasurer	Michael D. Howe, City A	ttornev



### AMENDMENT NO. 1 TO AGREEMENT NO. WQC-2018-Tonask-00124 BETWEEN

### THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

### **AND**

### City of Tonasket

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Tonasket (RECIPIENT) for the Tonasket Stormwater Plan (PROJECT).

This amendment is needed to deobligate funds, officially close out the agreement, and initiate the loan.

- 1) Close out Loan EL190336 and establish the final loan repayment schedule.
- 2) The original Loan EL190336 amount of \$13,070.00 is decreased by \$1.76 to \$13,068.24. In addition, \$145.17 of interest has accrued from previous payments and is included in the final repayment amount of \$13,213.41.
- 3) The original Grant EG190335 amount of \$74,061.00 is decreased by \$7.67 to \$74,053.33.
- 4) The project completion date shall remain 12/31/21, and loan repayment shall commence no later than 12/31/2022.
- 5) The Estimated Loan Repayment Schedule Number 2606 created on 1/30/2019 shall be replaced with the attached Final Loan Repayment Schedule Number 477 created on 3/23/2022.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

**Total Cost:** 

Original: 87,131.00 Amended: 87,121.57

Total Eligible Cost:

Original: 87,131.00 Amended: 87,121.57

### **CHANGES TO THE BUDGET**

### **Funding Distribution EL190336**

Funding Title:

FY18 SRF (State)

Funding Type:

Loan

Funding Effective Date:

07/01/2018

Funding Expiration Date:

12/31/2021

Funding Source:

Title:

CWSRF-SFY18

City of Tonasket

Tonasket Stormwater Plan Project

Agreement No. WQC-2018-Tonask-00124

Fund:

FD0727

Type:

Blended State/Federal

Funding Source %:

100%

Description:

The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on

previous loans.

Approved Indirect Costs Rate:

Approved State Indirect: 0%

Recipient Match %:

0%

InKind Interlocal Allowed:

No No

InKind Other Allowed:

Is this Funding Distribution used to match a federal grant?

No

Effective Interest Rate: 0.7% Interest Rate: 0.7% Admin Charge: 0%

Terms: 5 years

Project Start Date: 07/01/2018

Project Completion Date: 12/31/2021

Estimated Initiation of Operation date:

Loan Security:

Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest:

\$145.17

Final Loan Amount:

\$13,213.41

Repayment Schedule Number:

477

FY18 SRF (State)	Task	Total
Project Administration/Management	\$	0.00
Stormwater Plan	\$	13,068.24

Total: \$

13,068.24

### **CHANGES TO THE BUDGET**

### **Funding Distribution EG190335**

Funding Title:

**SFAP** 

Funding Type:

Grant

Funding Effective Date:

07/01/2018

Funding Expiration Date:

12/31/2021

Funding Source:

Title:

SFAP-SFY18

City of Tonasket

Tonasket Stormwater Plan Project

Agreement No. WOC-2018-Tonask-00124

Fund:

FD

Type:

State

Funding Source %:

100%

Description:

Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate:

Approved State Indirect: 0%

Recipient Match %:

0%

InKind Interlocal Allowed:

No

InKind Other Allowed:

No

Is this Funding Distribution used to match a federal grant?

No

SFAP	Tasl	c Total
Project Administration/Management	\$	0.00
Stormwater Plan	\$	74,053.33

Total: \$

74,053.33

### CHANGES TO SCOPE OF WORK

Task Number:

1

Task Cost: \$0.00

Task Title:

Project Administration/Management

### Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

- B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

### Task Expected Outcome:

\* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report. Template Version 10/30/2015

\* Properly maintained project documentation

Recipient Task Coordinator: Alice Attwood

### **Deliverables**

Number	Description	Due Date
1.1	Quarterly Progress Reports	H
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

### CHANGES TO SCOPE OF WORK

Task Number:

2

Task Cost: \$87,121.57

Task Title:

Stormwater Plan

### Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- 1. The RECIPIENT will collect and map the information necessary to develop the plan for prioritizing water quality improvement projects including:
- a. Existing conveyance and treatment facilities
- b. Outfalls and discharge points
- c. Property ownership
- d. Land use
- e. Existing Soils/wetlands
- f. Topography/drainage areas/catchments
- 2. The RECIPIENT will prepare a Stormwater Plan (SWP). At a minimum the document shall include:
- a. A capacity and condition analysis of the existing stormwater system
  - i. Detailed discussion of current operation of the system and condition
  - ii. Discussion of existing and proposed land use and how this affects the stormwater plan
- b. Potential project locations and project alternatives
- c. Proposed BMPs
- d. Project life cycle cost estimates (capital and operation)
- e. Prioritization process (evaluation criteria)
- f. Prioritized project list and schedule
- g. Storm, hydraulic, and hydrologic design criteria per the Stormwater Management Manual for Eastern Washington

Template Version 10/30/2015

- h. Evaluation of treatment and discharge alternatives that address treatment and sediment control (Okanogan River TMDL for DDT and PCB TMDL)
- i. Evaluation of alternatives for upgrading existing stormwater conveyance
- j. Groundwork for a stormwater utility

### Task Goal Statement:

The RECIPIENT will complete all tasks and respond to ECOLOGY comments in a timely manner.

The RECIPIENT will complete all tasks and respond to ECOLOGY comments in a timely manner.

### Task Expected Outcome:

The Stormwater Plan will identify the most cost feasible solutions and provide guidance for financing the next phase of implementation, design, and construction.

Recipient Task Coordinator: Alice Attwood

### **Deliverables**

Number	Description	Due Date
2.1	Copies of draft and final maps and reports. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Draft Stormwater Plan. Upload to EAGL and notify ECOLOGY when upload is complete. This includes data gathered, maps, and other information produced as part of the Stormwater Plan.	
2.3	Responses to ECOLOGY Stormwater Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Incorporate ECOLOGY's comments. Upload the Stormwater Plan to EAGL for final review by ECOLOGY. Contact Project Manager when upload is complete.	

State of Washington Department of Ecology City of Tonasket Tonasket Stormwater Plan Project Agreement No. WQC-2018-Tonask-00124

### **Funding Distribution Summary**

### Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipi	ient Share	Eco	ology Share	Total
SFAP	0 %	\$	0.00	\$	74,053.33	\$ 74,053.33
FY18 SRF (State)	0' %	\$	0.00	\$	13,068.24	\$ 13,068.24
Total		\$	0.00	\$	87,121.57	\$ 87,121.57

### **AUTHORIZING SIGNATURES**

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 12/31/2021.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Tonasket

1

By:		By:		
Vincent McGowan, P.E.	Date	Rene A Maldonado	Date	
Water Quality		mayor		
Program Manager		mayor		

Template Approved to Form by Attorney General's Office

## AGREEMENT BETWEEN THE CITY OF TONASKET AND HIGHLANDS ASSOCIATES ADDENDUM #\_/

**THIS** Agreement made and entered into by and between the City of Tonasket (hereinafter referred to as CITY) and Kurt Danison, doing business as Highlands Associates (hereinafter referred to as CONSULTANT) is for the purpose of providing assistance for the required periodic update of the City's Shoreline Master Program.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived therefrom, the parties hereto agree as follow:

- 1. **Scope of Work:** The following scope of work:
  - a. Prepare and facilitate Public Participation Plan.
  - b. Review Shoreline Master Program and Draft Revisions.
  - c. Prepare Draft SMP or Findings of Adequacy.
- 2. <u>Compensation and Payments</u>: The total compensation for this supplemental agreement is \$7,950.00.
- 3. <u>Timeline</u>: All work under this supplement and any other subsequent supplement must be completed prior to June 30, 2023.

**IN WITNESS WHEREOF,** the CITY and CONSULTANT have executed this agreement as of the date and year written below.

CITY:	CONSULTANT:
Rene Maldonado, Mayor	Kurt E. Danison, Owner/Principal Planner P.O. Box 1431 Okanogan, WA. 98840 (509) 332-4037
Date:	Date:



North Central Region 2830 Euclid Avenue Building A Wenatchee, WA 98801 509-667-3000 / FAX: 509-667-2940 TTY: 1-800-833-6388 www.wsdot.wa.gov

March 18, 2022

Ms. Alice Attwood City Clerk/Treasurer City of Tonasket PO Box 487 Tonasket, WA 98855-0487

Dear Ms. Attwood:

North Central Region is planning its paint striping operations for the upcoming 2022 season. We are soliciting your interest for our crew to perform work for your agency this year. Please understand that due to the current times and difficulties we are all experiencing in procuring material, our crew may need to prioritize their work on the State Highways first. In 2021 our crew encountered a nationwide roadway paint shortage that left portions of our highway and some work for local agencies unfinished. If you have high priority paint striping work that must be performed this season you may want to considered other alternatives to WSDOT this year.

Should you wish to proceed with enter into an agreement for the State to paint stripe your streets, please furnish the following information to my office by April 1, 2022.

- 1. A letter from the City formally requesting the State to perform such work
- 2. One copy of a color-coded map showing those streets you wish striped and the type of striping.
- 3. A breakdown listing the quantity of the various types of striping requested.

Upon receipt of the above information, I will obtain and forward an estimate to perform the work requested for your review and concurrence. Upon concurrence from the City, I will prepare an agreement which will enable the State to provide the services requested.

Please call me at (509) 667-3090 should you have any questions.

Sincerely,

Digitally signed by Brian Pearson Date: 2022.03.18 07:11:12 -07'00'

Brian Pearson Local Programs Engineer

BP:bp Enclosure

cc: David Kieninger Tim Davison Scott Strutzel



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April 1st, 2022

Call Today!

### CONTACT:

### Angela Larson

Multimedia Sales Consultant
Direct: 509-209-9607
1422 Main, PO Box 250,
Oroville, WA 98844
Angela.Larson@Gazette-Tribune.com

## 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 v	vorkers (continue on back if needed)
First Karlu	First Ried
Last Stucker	
Middle	Middle
Date of Birth 1-27-70	Date of Birth 1-18-09
B. Complete permanent home and local address	ess of the applicant and, in case of transient
merchants, the local address from which sales	will be made:
Home: 1299 Hwy 7	phone_ <i>509-846-5</i> 75Q
Oroville WA 9880	phone <u>509-846-575</u> 2 44Fax
Business Riley's Treat Trike	phone <u>Scq-846-575</u> 2
	Fax
Washington State Business License #	·059.466
Driver's License #	
C. A brief description of the nature of the busine	
Preparked Ice Cream	water, pop & snacks
pedice around tow	n on a special Trycycle
). If employed, the name and address of the em	ployer, together with credentials establishing
ne exact relationship:	
. The length of time for which the right to do bus	
Spring, Summ	er, Fall
, 0	•
	<del></del>

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:
no crimes, misdemeanor or violations
the offense and the punishment or penalty assessed therefore:
misdemeanor, or violation of any municipal ordinance, other than traffic violations, the nature of
H. A statement as to whether or not the applicant has been convicted of any crime,
Horle Schansson - 486-9088
Janet Mondange 846-3689 Jerry Bradled - 429-7702
Stacey Storm - 322-5475
Tonasket Tire - Chance Stucker 846-9895
responsibility:
of the applicant as will enable an investigator to properly evaluate such character and business
references, such other available evidence as to the good character and business responsibility
certify as to the applicant's good character and business respectability; or in lieu of the names of
G. The names of at least two property owners of Okanogan County, Washington, who will
Ordered in from vendors
the proposed method of delivery:
sale thereof, where such goods or products are located at the time said application is filed, and

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: Harly Ruch Date: 4.4.27
Received by City Clerk, date: 4/5/2022
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: 4,4,72



### **ORDINANCE NO. 835**

AN ORDINANCE changing the start time for regular city council meetings.

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

**Section 1.** Section 2.04.010 of the Tonasket Municipal Code providing as follows:

2.04.010 Time. Meetings of the city council shall be held at 7:00 p.m. on the second Tuesday of each December, and the second and fourth Tuesday of every other month. If a regularly scheduled meeting of the city council falls on a legal holiday, then said meeting shall be held at 7:00 p.m. on the day following the legal holiday.

### is hereby amended to provide as follows:

2.04.010 Time. Meetings of the city council shall be held at 6:00 p.m. on the second and fourth Tuesday of each month. If a regularly scheduled meeting of the city council falls on a legal holiday, then said meeting shall be held at 6:00 p.m. on the day following the legal holiday.

**Section 2.** This ordinance shall become effective from and after its passage by the City Council, approval by the Mayor and five days after publication or a summary thereof as required by law.

of

PASSED AND APPROVED I	BY THE CITY COUNCIL this day
	APPROVED:
	Rene Maldonado, Mayor
ATTEST:	APPROVED AS TO FORM:
Alice Attwood, City Clerk-Treasurer	Michael D. Howe, City Attorney

## Statement of Work City of Tonasket Traditional Cultural Property Review, Okanogan County, Washington April 7, 2022

### PROPOSED ACTION AND NEED:

The Confederated Tribes of the Colville Reservation (Colville Confederated Tribes [CCT]) History/Archaeology (H/A) Program will conduct an Oral History Project in an effort to supplement information on the cultural significance of the project area. This is one mitigation action to assist the City of Tonasket in processing Washington State cultural resources compliance documentation related to Washington Governor's Executive Order 21-02.

The Oral History Project will be conducted for the City of Tonasket US97/Whitcomb Ave Downtown Corridor Redevelopment Project. The study was prompted by the recommendations set forth in Plateau Archaeological Investigation LLC's cultural resources survey report for the project that the City of Tonasket to enter mitigation with affected tribes regarding the locations of Traditional Cultural Properties and possible cemetery locations. The Area of Potential Effects (APE) is represented in Figure 1.

### TASKS TO BE COMPLETED AS PART OF THE SCOPE OF WORK:

### Background Research

The CCT History/Archaeology Program will conduct background research, focusing on relevant cultural resource and historic literature. This literature review will utilize records on file with the CCT History/Archaeology Program. Data relevant to the study area shall be reviewed and appropriate information shall be included in the summary report. Sensitive cultural information, including information from tribal informants or found in CCT H/A records, shall be considered proprietary information owned by the CCT.

### Oral History Interviews

The CCT H/A Program will attempt to conduct oral history interviews with knowledgeable informants, ideally while within the project APE to record significant historic properties or cultural information.

The CCT H/A Program will summarize the oral history interviews as part of the summary report.

### **BUDGET**

Please see Figure 2 for the costs for completing this Scope of Work. This is a "Not to Exceed" budget.

### **DELIVERABLES**

- One electronic copy of the summary report in Adobe PDF format. (May be submitted via email).

### **SCHEDULE**

The following schedule is subject to weather conditions, and may be revised accordingly. The tasks described above will be completed according to the following schedule.

Task
Summary Report

**Date Completed** 

4/15/2023

### MATERIALS PROVIDED BY City of Tonasket

Project location maps detailing location of area of potential effect.

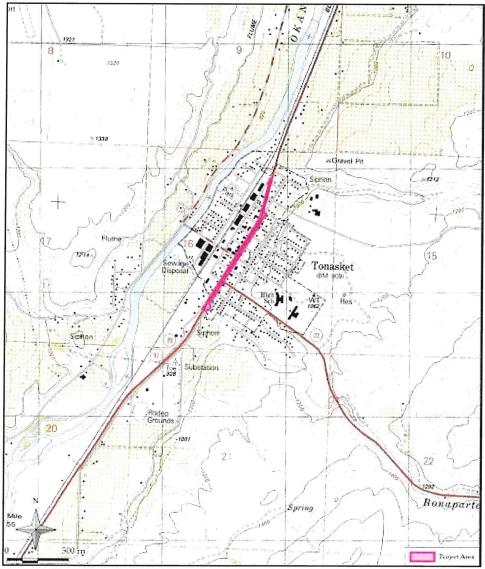


Figure 1: City of Tonasket US97/Whitcomb Ave Downtown Corridor Redevelopment Project APE

Salaries, Fringe, & Indire-	ct R	ates							
		Rate	Fringe	# of hours	nă.		otal	_	
Program Manager	s	46.35	117		10	\$	581		
Administrative Assistant	S	24.25	163		20	\$	648		
Office Assistant Sr.	S	21.20	154		20	\$	578		
Accounting Technician Sr.	S	25.74	167		20	\$	682		
TCP Coordinator	S	33.08	788		80	5 5 5 5 5	3,434		
GIS Analyst		31.57	96		10	\$	412		
Arch Tech Sr.	S	21.64	329		40	\$	1,195		
				Total Sala	ries	\$	7,529	-	
				Total Indire	ect @ 32.12%	S	1,837		
				Total Sal,	Fng & Ind			S	9,366
Supplies Program Supplies							100		
rogram Supplies				Total Supp	lies	\$	100	S	100
ravel Expenses		Rate	Miles						
uel	s ·	0.58	200			\$	116		
				Total Trav	el Expenses			\$	116
lonoraria	Rat	te							
Honoraria	S	30.00				\$	300		
				Total Miso	ellaneous Expe	nse		\$	300
					osed Estimate				

Figure 2: Proposed budget for TCP Study

### **CONTACTS**

Alice J. Attwood, MMC City Clerk-Treasurer City of Tonasket P.O. Box 487 Tonasket, WA 98855 509-486-2132

Guy Moura, THPO/Program Manager CCT History/Archaeology guy.moura@colvilletribes.com (509) 634-2695

John Davis, Archaeologist Senior CCT History/Archaeology john.davis.hsy@colvilletribes.com (509) 634-2653

### STATEMENT OF WORK APPROVED BY:

Guy Moura, CCT History/Archaeology Program Manager	Date	
City of Tonasket	Date	

### **Alice Attwood**

Subject:

Alice Attwood's Zoom Meeting

Location:

https://us02web.zoom.us/j/81010843751

Start: End: Tue 4/12/2022 7:00 PM Tue 4/12/2022 10:00 PM

Recurrence:

(none)

**Meeting Status:** 

Meeting organizer

zmMeetingNum:

81010843751

Alice Attwood is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

https://us02web.zoom.us/j/81010843751

Meeting ID: 810 1084 3751

One tap mobile

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+16699006833,,81010843751# US (San Jose)

### Dial by your location

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+1 669 900 6833 US (San Jose)

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+1 312 626 6799 US (Chicago)

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+1 301 715 8592 US (Washington DC)

Meeting ID: 810 1084 3751

Find your local number: https://us02web.zoom.us/u/kykgdS53g