

Council Agenda  
Tuesday, May 10, 2022

**6:00 PM**

**VIIRTUAL ZOOM MEETING ID #825 1853 8453**  
**ZOOM PHONE NUMBER 1 253 215 8782**

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Public Comment (to comment on agenda items)
- 5) Approval of the Agenda **Action Item**
- 6) Public Comment – other items
- 7) Poppy Proclamation
- 8) Matt Wells-Farmers Market/Request for portable toilet **Action Item**
- 9) Unfinished Business
  - a) City Facebook page **Action Item**
  - b) City Art Display Policy **Discussion**
  - c) Peddlers Permit and City Property Use **Report/Discussion**
- 10) Department Head Reports
- 11) Mayor/Council Committee Reports
- 12) New Business
  - a) Amendment to Building Official Agreement **Action Item**
  - b) Mayor's Appointments **Action Item**
  - c) Approval of Job Description for Asst. Superintendent **Action Item**
- 13) Miscellaneous and Correspondence
- 14) Consent Agenda: Minutes of the April 26<sup>th</sup> Council meeting, the April Payroll and the May Bills.
- 15) Adjournment (closing the meeting)

Minutes of the Regular Meeting of the Tonasket City Council, April 26, 2022

**DRAFT**

**Present:** Mayor Maldonado, 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.

**Public Comment (for agenda Action Items) – None**

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

**Motion to approve the minutes of the previous meeting with the correction to McMillan's report that the Citizen Committee is for Law Enforcement.** M/McMillan, E/Weddle. Carried 5:0.

**Public Comment**

- Lee Orr, Tonasket Airport Improvement Club was present, to ask for Council's permission to have the Annual Father's Day Fly In at the Airport.

**Motion to allow the Tonasket Airport Improvement Club to hold the Annual Father's Day Fly In at the Tonasket Municipal Airport.** M/Levine, S/McMillan. Carried 5:0.

- Jennifer Thornbird and Lisa Vaughn, were present to request a water and sewer hookup to their property at 7 Hoot Owl Lane which is located outside City Limits. This will be researched, and the property owners contacted.
- Quill Hyde was present to discuss the issue of artwork displayed on City property. His sculpture is currently on City property and there is concern of liability. This matter is being researched.
- Anna Bergh, Tonasket Soccer Club, was present asking about park use and Peddlers Permits for vendors in relation to the Soccer program. There was some conflict at a soccer tournament. The park use permit and the peddlers permit will be reviewed.

This meeting has been advertised as a Public Hearing to review community development and housing needs, inform citizens of the availability of funds and eligible uses of the State Community Development Block Grant, and receive comments on proposed activities, particularly from lower income persons residing in the Tonasket area. The City will also discuss what they plan on doing with the funds if received. The Mayor opened the Public Hearing. The Public Hearing Regulations handouts were made available to all in attendance, along with the CDBG Fact Sheet, the Project Summary Sheet, and the Public Hearing agenda. The Public Hearing agenda was followed. There were no questions from the audience. Councilmember McMillan asked if the CDBG money was all grant or is it part loan. The Clerk responded it is all grant. Councilmember Levine asked if Varela is charging a fee for this application. The answer is currently unknown. Councilmember Hill asked if there were any written comments. The Clerk responded no. Councilmember Levine stated this application is one of the steps in the funding strategy for the Perfect Passage Project. The CDBG resolution was presented.

**Motion to adopt Resolution 2022-07 with Certification of Compliance authorizing the City to apply for Department of Commerce for a Community Development Block Grant.** M/McMillan, S/Levine. Carried 5:0.

**Motion to amend the previous motion to remove Phase 1 from the Resolution.** M/Levine, S/McMillan. Carried 5:0.

Mayor Maldonado adjourned the Public hearing and the regular meeting resumed.

**Unfinished Business**

Aaron Kester was present to discuss the proposed Kiosk project. Aaron will meet with Councilmembers McMillan and Hill to discuss the placement of the proposed sign. No action.

**Motion to hold a City Barbecue on June 11<sup>th</sup>.** M/Levine, S/Weddle. Carried 5:0.

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Mayor/Council/Committee Reports

Levine

- The Perfect Passage Tech group met regarding the meeting on May 4<sup>th</sup> to Structure the meeting.
- Reported she is keeping the Perfect Passage in the fore front with legislators—could always use more letters of support.
- Reported she is also contacting legislators that are not in our district but have been supportive.

McMillan

- Safety Committee Law Enforcement Citizen Group has met and done as much as they can do—will have a recommendation for Council.
- Building Committee—he has met with Building Official Randy Taylor and Howard Zosel regarding the old Police Department.

Hill

- Airport Committee—she has not spoken with Lee Orr about the well at the airport yet.
- Inquired about the status of the cemetery. Clerk stated the comment period has not ended.
- Inquired about the TVBRC and Youth Center. The Clerk stated the Youth Center information was emailed to her.

Weddle

- Reminded everyone to come to the meeting on May 4<sup>th</sup>.
- Knows someone who wishes to be on the Tree Board.
- Which Committee will be taking care of the soccer issue? Parks Committee will take handle this.
- Public Safety---Law Enforcement Citizen Committee need to hold a town hall to report findings.
- Reported a person had contacted her regarding the signage at the Cemetery.

**Motion to hold a town hall meeting on May 31<sup>st</sup> for the purpose of informing the public of the recommendation from the Law Enforcement Citizen Group and the Public Safety Council Committee on future Law Enforcement coverage.** M/Weddle, S/McMillan. Carried 5:0.

Alexander

- Reported the restroom situation at the parks has been handled.

Mayor

- Reported he has been on vacation in Mexico.
- Reported things are going well in the City, he is learning a lot about being Mayor!

New Business

The City Clerk stated no quotes for the City Hall front doors were received on time. One quote was received late. The Clerk will talk to the City Attorney about proper procedure on how to proceed with the quote.

Councilmember Weddle stated she would like to see artwork in Tonasket and has an example of a policy the City could use for allowing artwork on City property.

**Motion to form an Art Board Committee.** M/McMillan, S/Alexander. Carried 5:0.

**Motion to extend the meeting for 5 minutes.** M/Levine, S/Weddle. Carried 5:0.

**Motion to allow the Chamber of Commerce to close Third Street from Whitcomb Ave to Western Ave on May 27<sup>th</sup> and 28<sup>th</sup> all day and until noon on the 29<sup>th</sup>.** M/Levine, S/McMillan. Carried 5:0.

DRAFT

Motion to allow up to \$1200 to be paid to Howard Zosel for conceptual plans for the old Police Department and City Hall. M/McMillan, S/Weddle. Carried 5:0.

There being no further business the meeting was declared adjourned at 8:59 pm.

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Alice J. Attwood. Clerk-Treasurer

**Council Memo**  
**Tuesday, May 10, 2022**

**6:00 PM**

**VIIRTUAL ZOOM MEETING ID #825 1853 8453**  
**ZOOM PHONE NUMBER 1 253 215 8782**

The Mayor will present to the American Legion Auxiliary the Annual Poppy Days Proclamation.

Matt Wells, representing the Farmers Market will be present to request the City pay for a portable toilet at Triangle Park. The Farmers Market usually has a portable toilet there at the park however they have always paid for it. **Suggested Motion: I move to allow a portable toilet be placed at Triangle Park and the City will pay the fee/will not pay for such installation and use.**

The Mayor will be presenting his proposal for the City to have a face book page. **Suggested Motion: I move to authorize Mayor Maldonado to create a City facebook page & he and his appointed staff will oversee the page.**

The Peddlers Permit and City Property Use is on the agenda for a report and/or discussion. If there are any questions that need to be addressed before a final decision is made, that would be helpful to the Committee, those could be discussed.

The Revised Building Inspector/Code Enforcement Services Agreement has come about due to the fact the subject of the Building Inspector using a city car was not in the original agreement. In order to remedy this a Revised Document was drawn up that includes the use of the car. **Suggested Motion: I move to approve the Revised Professional Services Agreement for Building Inspector/Code Enforcement Services.**

Mayors Appointments: The Mayor will be appointing Kari Alexander and Aaron Kester to the Tonasket Visitor and Business Resource Center Board. He will be appointing Rob Thompson to the Tree Board and Tony Castelda to a five year term as Municipal Judge. **Suggested Motion: I move to approve the appointments as stated above.**

The job description for the Assistant Superintendent is attached for your review. The Mayor has made a few corrections as shown on the cross outs and highlighted portions. **Suggested Motion. I move to approve the job description as presented.**



PROCLAMATION

**TONASKET MAYOR PROCLAIMS MAY 27<sup>th</sup>, 2022 AS "POPPY DAYS"  
FOR THE AMERICAN LEGION AUXILIARY**

All Americans owe a special debt of gratitude to all veterans including those millions who have sacrificed their health and lives for our country.

And whereas, the American Legion Auxiliary donates their time offering poppies in remembrance of our veterans;

Now therefore, I, René Maldonado, Mayor of Tonasket, do hereby proclaim MAY 27<sup>th</sup>, 2022 as Poppy Days in the City of Tonasket.

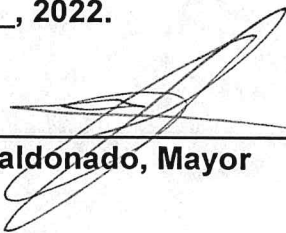
For over 80 years, the American Legion Auxiliary has sponsored Poppy Days to remind America that millions have sacrificed their lives to keep our nation strong and free.

The poppy, which grew wild on the battlefields of Flanders, became in the minds of the doughboys of World War 1, a symbol of the sacrifice that they had endured. It has flourished among the shelled buildings and bomb-scarred landscape. Its brilliant red bloom, so much like the blood which had been shed there, became a sign of hope and renewal for those who lived and walked away. For those who would never leave, those who had sacrificed their lives, it was a perpetual memorial to their bravery.

American veterans brought home that image and planted it with the Auxiliary where it has bloomed every year for the benefit of those who served America. Each nine-piece crepe paper poppy made by our veterans serves as physical and psychological therapy. It also gives them a financial lift. The Memorial Poppy contributions are devoted entirely to rehabilitation and assistance for veterans and their families.

The American Legion Auxiliary will be at the Tonasket Post Office offering poppies on MAY 27<sup>th</sup>, 2022. Donations will be accepted.

Proclaimed this 10<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
René Maldonado, Mayor

# City Art Display Policy

DRAFT

## PURPOSE

The City of Tonasket (City) is interested in supporting cultural and artistic opportunities that benefit residents and visitors. Displays of public art are intended to create interest in the arts, appeal to diverse audiences, and reflect historic events, trends, and local culture.

## POLICY

The City allows individuals/organizations to display art work on City-owned property, provided that the artist/organizations proposing the artwork obtains a permit and complies with all guidelines set forth by the City.

Displays are restricted to the areas designated as available by the City. The City retains the right to deny applications that do not comply with the provisions of this policy.

## LOCATIONS

City-owned property pertains to City Parks and other suitable right of way area.

## GUIDELINES

- The artwork should enhance its setting and help create a sense of place.
- Artwork must be suitable for display to a diverse audience including children.
- Displays that contain profanity, obscenity or explicit sexual imagery, nudity, graphic depictions of violence or would create a hostile environment are not permitted.
- Artwork cannot display religious or political messages.
- Providing space for artwork does not in any way obligate the City to assume any liability or risk for the displayed materials nor does it constitute an endorsement of the beliefs or viewpoints of the art/exhibit.
- The city shall have the final determination on where artwork can be located.
- All materials used in the display the City shall have the final determination on where the artwork can be located.

## INSTALLATION

- Applicant must secure City Property Art Display Agreement. An initial conversation with City staff about the proposed project is recommended prior to filling out the agreement.
- The City must review and approve any proposed artwork.
- If artwork is tagged with graffiti or damaged within the display time period that was approved the City will contact the applicant to repair. The applicant has 7 days from notification to abate graffiti and 30 days from notification to repair any other damage.
- A small logo of the organization installing the artwork may be included, provided the logo and its proposed placement is shown on the design submitted with the application materials.
- The City reserves the right to remove or cover over any artwork if the City determines it is a possible safety hazard, is too large, interferes with the flow of pedestrian or vehicular traffic, creates a maintenance problem, interferes with public service or other activities in adjacent areas or is otherwise inappropriate for the space.

To Obtain a City Art Display Agreement

Requests for a City Art Display Agreement or inquiries regarding artwork on city property should be directed to Tonasket City Hall, 509-486-2132 or [clerktreasurer@tonasketwa.gov](mailto:clerktreasurer@tonasketwa.gov).



## CITY PROPERTY ART DISPLAY AGREEMENT

This Agreement is made between the City of Tonasket ("City") and \_\_\_\_\_ ("Applicant") who is interested in displaying their artwork on city property and agrees to comply with the policies and procedures outlined in the City' "City Property Art Display Policy".

NOW THEREFORE, the parties agree as follows:

1. Installation and Removal. The Applicant will be responsible for safe installation of the art, although City will have the final decision on whether or not the art work adequately meets the City's requirements. The City reserves the right to refuse to allow installation or to require immediate removal of the Artwork if the City believes it creates a potential hazard to the property, tenants or visitors. The Artwork must be suitable for display to a diverse audience including children. The City will not allow displays that contain profanity, nudity, graphic depictions of violence or any artwork that would create a hostile work environment for employees. No religious or political artwork may be displayed on City property.
2. Maintenance. In the event that maintenance or repair of the artwork is necessary during the display time period, the Applicant shall repair or remove the Artwork as soon as reasonably possible after being notified by the City.
3. Term. The Artwork shall be permitted on City property from \_\_\_\_\_ until \_\_\_\_\_. An extension of exhibit time may be negotiated by mutual agreement. Applicant agrees to remove the Artwork within forty-eight (48) hours of the agreed upon end date. If the Applicant fails to remove the art in the agreed upon timeframe, the City reserves the right to remove the art and to charge the Applicant for time and materials used in the removal.
4. Indemnification.
  - a. The Applicant understands that the Artwork will be displayed on public property and that the City does not assume responsibility or liability for Artwork exhibited on City property. The Applicant hereby releases the City and waives any claims against the City, its elected and appointed officials, employees or agents related to the City's failure to safeguard, protect or maintain the Artwork.
  - b. Applicant agrees to hold harmless, indemnify and defend the City, its officers, agents and employees from any and all claims, losses or liability for injury to persons and/or damage to property arising out of any willful misconduct, negligent act, error or omission of the Applicant, its agents, sub-consultants or employees in connection with the services required by this Agreement, unless such injury or damages results from the sole negligence of the City, its officers, agents or employees.

5. Transfer of Assignment. Permission to display the Artwork is personal to the Applicant or Organization and cannot be assigned or transferred without prior written agreement of the City.
6. General Provisions. This Agreement represents the entire agreement between the Parties. Agreement may be amended by mutual agreement in writing.
7. Termination. This Agreement may be terminated for convenience and without cause by either party upon thirty (30) days written notice.
8. Description of Artwork

APPLICANT: \_\_\_\_\_

ORGANIZATION (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPLICANT

By: \_\_\_\_\_

Applicant or Organization Representative

CITY OF TONASKET a municipal corporation

By: \_\_\_\_\_

Approved as to Form:

By: Preapproved Form

Michael D. Howe, City Attorney

**REVISED**

**PROFESSIONAL SERVICES AGREEMENT  
FOR BUILDING INSPECTOR/CODE ENFORCEMENT SERVICES**

\* \* \* \* \*

This amended agreement, made and entered into by and between the **City of Tonasket**, hereinafter referred to as "**City**", and **Randy Taylor**, hereinafter referred to as "**Building Inspector/Permit Administrator-Code Enforcement**". To be referred to as the Building Inspector.

**WITNESSETH:**

**WHEREAS**, Building Inspector has worked for the past 26 years as a Building Inspector for the County of Okanogan; and

**WHEREAS**, Building Inspector is going to retire from the County of Okanogan; and

**WHEREAS**, it is the desire of the City to enter into an agreement to obtain his services for administration and enforcement of the Uniform Building Codes and enforcement of the Tonasket Municipal Codes; and

**WHEREAS**, the original agreement between the parties failed to include a city vehicle which was a part of the terms agreed to between the parties,

Now, therefore, in consideration of the mutual promises, covenants, and provisions contained herein,

**The Parties Hereto Agree as follows:**

1. City shall employ Building Inspector as its contract Building Inspector/Permit Administrator-Code Enforcement person.

2. The monthly salary for Building Inspector shall be the sum of \$2,834.00 per month. City shall deduct from said compensation Social Security taxes and all federal and state taxes and charges, including, but not necessarily limited to, employment compensation and industrial insurance. City agrees to pay the employer's share of said benefits. **The City shall provide a vehicle for the Building Inspector's use in commuting back and forth from the City to and from his residence and for his official duties on behalf of the City.** Building Inspector shall not be entitled to any other or additional benefits, except as set forth herein.

3. The Building Inspector will be required to work two days per week, Tuesday and Wednesday, 8 am to 4:30 pm.

4. City shall provide necessary office space, staff support, and equipment reasonably necessary for the efficient conduct of Building Inspector/Code Enforcement duties.

5. The term of this agreement shall be for 5 calendar years but may be renewed by mutual agreement of the parties.

6. Building Inspector shall provide City with a monthly statement 5 working days before the end of the month in which the services were rendered. Such statement shall include an itemized listing of services, the service rendered, and the time allocated for said services.

7. This agreement is the entire agreement between City and Building Inspector and supersedes all prior negotiations or agreements.

8. In the event of substantial breach or default of this agreement, either party may terminate this agreement at any time by providing 30 days advance written notice thereof. Such notice shall specify in detail the breach or default claimed.

IN WITNESS WHEREOF, City and Building Inspector have executed this agreement at Tonasket, Okanogan County, Washington on the dates indicated below.

**City of Tonasket:**

By \_\_\_\_\_  
René Maldonado, Mayor

Date: \_\_\_\_\_

**Building Inspector:**

\_\_\_\_\_  
Randy Taylor

Date: \_\_\_\_\_

CITY OF TONASKET

DEPARTMENT: Public Works Department

TITLE: Assistant Superintendent/Wastewater Treatment Plant Operator/Water

REPORTS TO: City Superintendent

HOURLY PAY: To be effective 11-9-2021 \$27.71 per hour \$29.10 per hour

**POSITION PURPOSE**

Performs manual labor, proficient in use of hand tools, power tools, hydraulic systems and operation of light and heavy equipment in the course of duty to detect, prevent (if possible) problems and also maintain City's streets, parks, sewer plant, sewer and water lines and performs all related work as required. The Assistant Superintendent will assume the duties of the Superintendent in his/her absence. Strong emphasis on the Wastewater Treatment Plant and the Water System.

**ESSENTIAL DUTIES:**

**CEMETERY & PARK**

In the absence of the park/cemetery caretaker, performs general up keep of the park and cemetery facilities.

In the absence of the park/cemetery caretaker, performs turf maintenance to all park facilities and cemetery grounds, including but not limited to mowing, weed-eating, edging, aerating and sweeping. Performs tree and shrub maintenance procedures, including planting, watering, mulching, weeding, fertilizing, spraying, pruning, and raking.

Opens and closes graves and sometimes disinterns bodies from graves and relocation.

Performs basic carpentry, mechanical and plumbing work, such as installing and maintaining automatic water lines.

**WATER**

Will perform the day to day duties and daily requirements of the Water Department.

To explain to the public why water is off and approximately how long it will be off, for repair, etc. of line.

Preventive maintenance, to remove, repair or install water lines to the property line of residents and businesses.

Reading of meters (water) and repairing/installing of water meters as needed. Winterizing of meter boxes.

Repair and maintenance of water system including main lines, valves, fire hydrants, and supply lines. Compile maintenance data on water lines, valves and hydrants.

Clearing of storm drains of snow and other debris to ensure flow and operation of drains, clearing of culverts to aid in runoff control of water.

**SEWER**

Will perform the day to day duties and requirements at the Wastewater Treatment Plant.

Preventative maintenance, to remove, repair or install sewer lines to the property line of residents, businesses etc.

To be able to operate lift stations.



PUBLIC WORKS DEPARTMENT  
Assistant Superintendent

Maintain the sewer plant as directed.

**STREET**

Traffic control of streets when work is being performed. This could include flagging.

Street work to include but not limited to snow removal, street sweeping, sign installation and repair, road grading, and preventative maintenance and repair of streets.

**GENERAL**

Repair and maintenance of City buildings, fences, and property.

Light maintenance of all city owned equipment including trucks, cars, mowers, backhoe, water truck, loader/snow plows, water pumps, generators, tractors, and all other equipment as directed. To compile maintenance data on city vehicles and equipment.

To be able to read maps of street mains, to shut off water in different areas for repair or replacement of valves, meters, fire hydrants or to add service lines.

To be able to perform other duties assigned by supervisor, such as but not limited to cemetery, parks and other City property.

Required to work weekends on a rotation basis with other public works department staff which includes: returning to city in emergency situations within a fifteen minute response time, cemetery duties as needed including burials, general park maintenance, emergencies at the swim pool such as handling chlorine and troubleshooting problems and other jobs as directed.

**PERIPHERAL DUTIES:**

Operates a variety of power construction and maintenance equipment used in the water, sewer and street departments.

Perform duties outside of classification.

**SKILLS AND ABILITIES:**

To keep a safe and clean work environment.

Ability to operate and maintain various hand and power equipment as well as light equipment such as backhoe, tractor, payloader, cement mixer, tamper, welder, gas cutting torch, sprayer, dump truck, mowers, and other equipment as directed.

Ability to interact with public in a courteous and professional manner. Ability to communicate with supervisor and other employees. Ability to follow orders.

Performs basic carpentry, mechanical and plumbing work, such as installing and maintaining automatic water lines.

Ability to read and understand maps.

Ability to climb in and out of trenches, holes, and equipment.

Ability to lift a minimum of 50 pounds.

Ability to acquire a flagging card within 6 months.

Ability to follow orders.

**WORKING CONDITIONS:**

To work in any and all weather conditions.

Will work at times in water and wastewater.

Will be kneeling, lifting, laying, climbing, sitting, walking, crawling and in small confined spaces for repair and maintenance and other tasks.

**MINIMUM REQUIREMENTS-**

18 years of age or older.

High school diploma/GED or work experience equivalent

Pass physical exam and alcohol/drug testing. Pass the City of Tonasket's screening process.

~~To Have a current Washington State Drivers license and to obtain a Class B CDL. within 3 months of employment.~~

Ability to remain insured under city's insurance carrier.

~~Be able to be certified as a water one year from employment and sewer operator after 3 years of employment.~~

Have working knowledge of hand tools, power tools, and light and heavy equipment.

Self-motivated, good working habits, high responsibility level to general appearance and maintenance of City.

**PREFERRED REQUIREMENTS**

~~Have the certification as a water operator and/or a sewer operator.~~

**Job Description Received:**

The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as needed, including work in other functional areas to cover absences or relief, to equalize peak work periods, or to otherwise balance the work load.

\_\_\_\_\_  
Employee Date

\_\_\_\_\_  
Department Head Date

## Alice Attwood

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**Subject:** Alice Attwood's Zoom Meeting  
**Location:** <https://us02web.zoom.us/j/82518538453>  
**Start:** Tue 5/10/2022 6:00 PM  
**End:** Tue 5/10/2022 9:00 PM  
**Recurrence:** (none)  
**Meeting Status:** Meeting organizer  
**zmMeetingNum:** 82518538453

Alice Attwood is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/82518538453>

Meeting ID: 825 1853 8453

One tap mobile

+12532158782,,82518538453# US (Tacoma)

+16699006833,,82518538453# 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)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 825 1853 8453

Find your local number: <https://us02web.zoom.us/j/82518538453>