

Tonasket City Council Agenda  
Tuesday, February 14, 2023  
6:00 pm

**VIRTUAL ZOOM MEETING ID #858 7974 9252**  
**ZOOM PHONE NUMBER 1-253-215-8782**

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Public Comment (agenda items)
- 5) Approval of the Agenda **Action Item**
- 6) This meeting has been advertised as a bid opening for supplying concrete grave liners to the City of Tonasket for the years 2023 and 2024. **Action Item**
- 7) This meeting has been advertised as a public hearing to hear comments regarding filing an application for federal financial assistance with the U.S. Department of Agriculture, Rural Development, Rural Utilities Service. The project includes improvements to the wastewater, drinking water, and stormwater systems on Whitcomb Ave. **Resolution 2023-03 Action Item**
- 8) Kurt Danison Report
- 9) Public Comment
- 10) Unfinished Business
  - a) Cemetery Property/Authorize Sale to Move forward **Action Item**
  - b) Law Enforcement Services Agreement with Okanogan County **Discussion**
  - c) SSI Discount Request Report
- 11) Department Head Reports
- 12) Mayor/Council/Committee Reports
- 13) New Business
  - a) USDA Agreement for the Provision of Technical Assistance **Action Item**
  - b) Resolution 2023-02 Hangar Land Lease with Brice Fullerton **Action Item**
- 14) Miscellaneous and Correspondence
- 15) Consent Agenda: Minutes of the previous meeting, the January Payroll and the February Bills. **Action Item**
- 16) Adjournment

Council Memo  
Tuesday, February 14, 2023  
**VIRTUAL ZOOM MEETING ID #858 7974 9252**  
**ZOOM PHONE NUMBER 1-253-215-8782**

TO: Mayor and City Council

FROM: City Clerk-Treasurer

This meeting has been advertised as a bid opening for supplying concrete grave liners to the City of Tonasket for the years 2023 and 2024. At this time, no bids have been received. They are due by 6:00 pm on Council night. **Suggested Motion: I move to accept the bid for concrete grave liners for the years 2023 and 2024 as submitted by \_\_\_\_\_.**

This meeting has been advertised as a public hearing to hear comments regarding filing an application for federal financial assistance with the U.S. Department of Agriculture, Rural Development, Rural Utilities Service. There was a public hearing held in October 2022, and we have found out that due to timing and the addition of storm water and drinking water, another public hearing needs to be held. **Suggested Motion: I move to approve Resolution 2023-03 authorizing participation in the United States Department of Agriculture Rural Development (USDA-RD) Loan and Grant Application Process.**

An offer has been received for the cemetery property. Council can proceed with the sale of the property. **Suggested Motion: I move to authorize the sale of the 1.1 Acres of Cemetery Property to Bergh Funeral Service in the amount of \_\_\_\_\_ and these additional conditions/costs \_\_\_\_\_.**

The Law Enforcement Services Agreement with Okanogan County is attached. This is on the agenda for discussion only. The County has not had it to review until this packet went out. The Committee of Mayor Maldonado, Councilmembers McMillan and Weddle and City Clerk Treasurer, Alice Attwood, have worked on this agreement diligently and negotiated with the best interest of the City of Tonasket in mind.

Councilmembers Hill and McMillan met with Jon Wolseth regarding the USDA Agreement for the Provision of Technical Assistance. This agreement would provide guidance and be helpful in project planning and development. **Suggested Motion: I move to approve and authorize the Mayor to sign the Agreement for the Provision of Technical Assistance.**

Eric Dye has sold his hangar to Brice Fullerton. This Resolution will turn the lease over to Brice Fullerton. **Suggested Motion: I move to approve Resolution 2023-02 an Airport Land Lease Agreement with Brice Fullerton.**

Minutes of the Regular Meeting of the Tonasket City Council, January 24, 2023

DRAFT

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

**Staff:** Attwood and Pilkinton.

The meeting was called to order at 6:00 pm and the pledge of allegiance was given by all.

Roll Call was taken. Alexander and Levine were not present yet.

**Public Comment (Agenda Items)-** None.

**Motion to approve the revised agenda.** M/McMillan, S/Hill. Carried 3:0.

**Motion to approve the minutes of the previous meeting.** M/Weddle, S/McMillan. Carried 3:0.

**Public Comment-** None.

**Unfinished Business-** None.

Alexander entered at 6:02pm.

**Mayor/ Council/ Committee Reports**

**McMillan-** None.

**Hill**

- Went to the Comanchero's meeting, PRCA Founder's Day Rodeo May 26<sup>th</sup> & 27<sup>th</sup>. They will be auctioning off VIP seats in April sometime.
- Hill and McMillan will be having a zoom meeting with USDA for building grant opportunities.
- Okanogan County Coalition is having the Law Enforcement Community Engagement walks with cities to find spots that need help, lighting, graffiti, etc. Grant help ends in June.
- Fishing Derby at Bonaparte this weekend.
- Jr. Rodeo is April 22<sup>nd</sup> & 23<sup>rd</sup>.
- Guest speaker Leonell Marciell was at the Chamber meeting and talked about help for businesses.
- Inquired about Councilmember Weddle's project board.

**Weddle**

- Had a good Perfect Passage meeting last week, figuring out a time for a public update meeting. Been going to businesses.
- FaceBook up and running and TextMyGov soon.

**Alexander-** None.

**Mayor**

- Kurt Holland was here last week walking around looking at businesses and working with Darren.
- Sheriff contract is getting the language narrowed down, it has been sent to our attorney and then will come to council.
- A citizen inquired on utility discount for people on SSI. This inquiry will go to Finance Committee.

**Motion to move the Executive Session and Letter a) of New Business to #11 on the agenda.** M/Weddle, S/McMillan. Carried 4:0.

Levine entered at 6:21pm.

**Levine**

- Forwarded the Capital budget request to Varela. With all of the new communication, ie. FaceBook and TextMyGov, the communication for any road closures, utility interruptions etc. should go well.

**Attwood-** None.

**New Business**

**DRAFT**

**Motion to adopt Ordinance #841 amending the 2023 Budget Ordinance #839.** M/Levine, S/McMillan. Carried 5:0.

The Mayor welcomed Debbie Roberts on zoom. She introduced herself and told the Council a bit about what she does now and why she wants to volunteer for Planning Commission. McMillan feels like there's contention between her and Planning Commission Member George Hill and questioned Debbie on it. Alexander noted that George was in the audience and asked if he had an issue with Debbie being on Planning Commission. George said "No, he was fine with it."

**Motion to appoint Debbie Roberts to fill Position #4 on the Planning Commission.** M/Alexander, S/Levine. Carried 3:2. McMillan and Hill voted no.

**Motion to set the date and time for the annual retreat on March 25, 2023 at 9:00 am.** M/Levine, S/McMillan. Carried 5:0.

**Executive Session (42.30.110(1) c)-** Started at 6:56 pm set for 10 minutes. Extended at 7:06 pm for 5 minutes. Ended and meeting resumed at 7:11 pm.

**Sale of the Cemetery Property postponed.**

**Miscellaneous and Correspondence-**

- Tonasket Appreciation Day set for June 10<sup>th</sup>.
- Varela sent new Perfect Passage Plan updates for the Council only, not the public. Council can use them to talk to the public about the Perfect Passage. Levine will take one to the Capital Budget people.

**It was moved to adjourn the meeting.** M/Levine, S/McMillan. Carried 5:0, adjourned at 7:26 pm.

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**Alice Attwood, Clerk-Treasurer**

**RESOLUTION #2023-03**

**A RESOLUTION of the City of Tonasket, Washington authorizing participation in the United States Department of Agriculture Rural Development (USDA-RD) Loan and Grant Application Process**

**WHEREAS**, the City of Tonasket, Washington authorizing participation in the United States Department of Agriculture Rural Development (USDA-RD) Loan and Grant program; and

**WHEREAS**, the City of Tonasket has identified various elements of wastewater, drinking water, and stormwater infrastructure in the downtown corridor for which to seek USDA-RD funding; and

**WHEREAS**, the City of Tonasket authorizes Clerk-Treasurer Alice Attwood, working as Mayor René Maldonado’s designee, to submit the USDA-RD grant/loan application; and

**WHEREAS**, it is necessary certain conditions be met to receive USDA-RD funds,

**NOW, THEREFORE**, be it resolved that the City of Tonasket City Council authorizes submission of this USDA-RD application to the United States Department of Agriculture Rural Development to request up to \$900,000 for its downtown infrastructure improvements project.

**PASSED BY THE CITY COUNCIL** this 14<sup>th</sup> day of February, 2023.

**APPROVED:**

\_\_\_\_\_  
**René Maldonado, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Alice Attwood, Clerk-Treasurer**

**LAW ENFORCEMENT SERVICES AGREEMENT**

**BETWEEN  
OKANOGAN COUNTY, WASHINGTON  
AND  
CITY OF TONASKET, WASHINGTON**

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the County of Okanogan, Washington, hereinafter referred to as "COUNTY," and the City of Tonasket, Washington, hereinafter referred to as "CITY," each party having been duly organized and now existing under the laws of the State of Washington.

**WITNESSETH:**

**WHEREAS**, the CITY is desirous of contracting with the COUNTY for the performance of certain law enforcement services by the Okanogan County Sheriff's Office; and,

**WHEREAS**, the COUNTY is agreeable to delivering law enforcement services on the terms and conditions hereinafter set forth; and

**WHEREAS**, such agreements are authorized by the provisions of RCW Chapter 39.34 Interlocal Cooperation Act; and

**WHEREAS**, the latest agreement between THE COUNTY and THE CITY will expire March 1, 2023 in accordance with terms of the contract.

**NOW THEREFORE**, the parties agree as follows:

**A. THE COUNTY AGREES:**

1. By and through its Sheriff, to provide law enforcement services within the corporate limits of the CITY. This service shall include, but not be limited to residential night patrols, a presence at school functions such as walking through sporting events, school zone traffic enforcement, narcotics canine patrols in the schools, and escorts for school parades. Also included are the normal law enforcement duties of traffic enforcement and providing for public safety and criminal investigations. There will be scheduled quarterly meetings with the Sheriff or his designee to be held in Tonasket.
2. Law enforcement services shall encompass the duties normally within the jurisdiction of and customarily rendered by the Sheriff of the COUNTY and the police of the CITY.
3. The above referenced services include the enforcement of the statutes of the State of Washington and the Municipal ordinances of the CITY, as are enforced by the Sheriff within the unincorporated territory of the COUNTY and the police of the CITY respectively, EXCEPT, the enforcement of parking and animal control ordinances.
4. Law enforcement services will be provided to the CITY typically will be 8 shifts per week at 10.67 hours per shifts (in the absence of annual leave, sick leave or

scheduled training for the CITY assigned Sheriff's Deputies) may be at any hour of the day or night as the need warrants. Hours of work, allocations of manpower and equipment for this purpose will be at the discretion of the Sheriff.

5. To furnish all necessary personnel, supervision, equipment and supplies reasonably necessary to maintain the services indicated within the terms of this agreement as further determined by the Sheriff.
6. THE COUNTY will provide two (2) Sheriff's Deputies to patrol the CITY and pay the salaries and employee benefits as determined by the COUNTY consistent with the current collective bargaining agreement.
7. To ensure that a representative from the Sheriff's Office shall attend and report on law enforcement activities in the CITY at an average of 12 council meetings each year for the duration of the agreement to ensure that the council and Sheriff's Office maintain and open communication with regard to potential and real law enforcement concerns to the CITY.
8. The COUNTY will provide the bi-monthly reports as currently submitted and other reports if suggested by Council or Mayor and agreed upon by the Sheriff.

**B. THE CITY AGREES:**

1. That it shall pay the total sum of NINE HUNDRED SEVENTY-FOUR THOUSAND THREE HUNDRED SEVENTY-SIX DOLLARS (\$974,376) for the term of March 1, 2023 through March 1, 2026. Payments by the CITY of such sums shall be made in 36 monthly installments of \$27,066, during the term herein.
2. In the event overtime is necessary to perform the law enforcement duties as outlined in this Agreement or under the following situations: unforeseen emergencies, extenuating circumstances, special events or upon request from the city for additional services, a separate invoice shall be sent to the CITY for such charges. Jailing, Dispatch, and other justice system services are not covered by this Agreement.
3. Any public agency entering into an agreement pursuant to chapter 39.34, may appropriate funds and may sell, lease, give, or otherwise supply property, personnel, and services to the administrative joint board or other legal or administrative entity created to operate the joint or cooperative undertaking. That the COUNTY shall provide one (1), fully equipped law enforcement vehicle for each Sheriff's Deputy. The CITY will pay depreciation of \$13,300 annually for each of these vehicles which is included in the cost of the contract.
4. That the CITY attorney and/or the CITY clerk, upon request by the Sheriff's Office and/or Prosecutor's Office, shall provide COUNTY officials with written assurance that procedures required in the implementation of certain provisions of CITY ordinances or sections of the CITY code have been complied with and performed according to law and that the appropriate law enforcement services requested or required of the Sheriff's Office are timely and appropriate.

**C. IT IS MUTUALLY AGREED AS FOLLOWS:**

1. That the CITY specifically authorizes the COUNTY, by and through the Okanogan County Sheriff, to enforce the municipal ordinances as though said Sheriff were the Chief Law Enforcement Officer of the CITY; and, insofar as it may be required by state law, the County Sheriff shall be designated Chief of Police of the City of Tonasket and that the Sheriff or designee shall be reasonably available to the Mayor

- or Mayor's representative for consultation as necessary regarding CITY law enforcement and/or regarding provisions of this Agreement.
2. That the delivery of law enforcement services, the standards of performance, the discipline of deputies and other matters incident to the performance and control of personnel involved in such services shall be the responsibility of the COUNTY alone. The CITY may submit comments or concerns regarding the deputies to the Sheriff.
  3. All court services, booking, and incarceration expenses shall be covered by a separate agreement.
  4. All persons employed for the purposes of performing law enforcement services contemplated within the terms of this Agreement are COUNTY employees. The COUNTY shall provide and maintain liability insurance coverage, with the CITY named as an additional insured and shall provide to the CITY EVIDENCE in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent self-insurance pool.
  5. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers. In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. The above indemnity obligations in Paragraph C5 shall survive the termination and/or expiration of this Agreement.
  6. That the CITY shall not be liable for compensation to any COUNTY employee for injury or sickness arising out of his/her employment or by reason of the performances of any services contemplated in this Agreement.
  7. The term of this Agreement shall be from the first day of March, 2023 and shall terminate the 1<sup>st</sup> day of March, 2026, provided that this Agreement may be extended by written agreement between both parties.
  8. This Agreement may be renegotiated in the second and third year of the contract in the event that an increase in the wages of the Field Deputies exceeds 6% in any given year. Any increase in the annual charge to the CITY shall be negotiated in whole dollar(s) amounts.
  9. TERMINATION: This Agreement may be terminated at the request of either party PROVIDED that the other party must be notified one hundred twenty (120) days in advance of the date proposed as termination of this Agreement in order to facilitate transfers of services and responsibilities in a smooth and efficient manner and to allow for appropriate budget restructuring and manpower allocations by both parties. Such 120-day notice provision of this paragraph may be waived upon consent of both parties to this Agreement.



10. Upon giving notice of termination, the parties agree to commence work on and to complete a transition plan providing for an orderly transition of services and responsibilities from the COUNTY to the City within such 120-day period. The transition plan shall identify and address personnel, capital equipment, workload and other issues related to the transition. Each party shall bear its respective cost in developing the transition plan.
11. Any modification of the Agreement may be accomplished only by written agreement between the COUNTY and the CITY and no oral understandings or agreements shall suffice to amend the terms of this Agreement.
12. The COUNTY and the CITY shall select representatives to act as a joint board for implementation and proper administration of this Agreement, and will refer problems of implementation to the governing body of the COUNTY and of the CITY for resolution, if necessary. The joint board provided in this paragraph shall meet at least quarterly as agreed upon by the joint board members.
13. The parties to this Agreement agree that in the event that differences arise between the parties with respect to the interpretation of implementation of any of the provisions of this Agreement, such differences shall be submitted to the Board of Arbitration for resolution by giving written notice requesting arbitration. The Board of Arbitration will be established within thirty (30) days of written notice of arbitration being given by each party designating an individual to act as arbitrator and the two individuals so designated by the parties shall themselves select a third individual to sit as chairman of the Board of Arbitration. The parties agree to be bound by the decision of the arbitration panel with respect to such differences as may arise. The costs of the arbitrators designated by each respective party shall be borne by the party appointing the same, and the cost of the third individual to sit as the chairman of the Board of Arbitration shall be split equally between parties.
14. In the event that the Board of Arbitration established by Paragraph C15 13 above should invalidate any provision of this Agreement or determine that any provision of this Agreement is unenforceable, remaining provisions of this Agreement shall nevertheless continue to be valid and enforceable as between the parties, provided, however, that if either or both of the parties to this Agreement determine, pursuant to Paragraphs C11 9 and C12 10 above, the Agreement should be terminated, then in that case the provisions of Paragraphs C11 and C12 shall control, and will survive the termination of the Agreement.
15. That Okanogan County is an Equal Opportunity employer and has nondiscriminatory hiring practices.

IN WITNESS WHEREOF the parties hereto have executed this Agreement to become effective on the day and the year first above mentioned.

**CITY OF TONASKET**

**BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON**

\_\_\_\_\_  
Mayor René Maldonado  
Chairman  
City of Tonasket

\_\_\_\_\_  
Chris Branch,

Approved as to form:

\_\_\_\_\_  
Andy Hover, Member

\_\_\_\_\_  
Michael D. Howe, Attorney,  
City of Tonasket

\_\_\_\_\_  
Jon Neal, Member

\_\_\_\_\_  
Esther Milner  
Chief Civil Deputy Prosecutor  
Attest:

\_\_\_\_\_  
Paul Budrow, Sheriff

Attest:

\_\_\_\_\_  
Alice J. Attwood, City Clerk-Treasurer  
City of Tonasket

\_\_\_\_\_  
Lalena Johns, Clerk of the Board

# AGREEMENT FOR THE PROVISION OF TECHNICAL ASSISTANCE

*HAC may request changes in the Scope of Work pursuant to this Agreement. Any change that varies significantly from the initial Scope of Work established shall be mutually agreed upon in writing and signed by TA RECIPIENT and HAC.*

**TA Recipient:** Town of Tonasket

**Project Contact:** Alice Atwood, City Clerk

**Project Location:** Tonasket, Okanogan County, Washington

## Project Eligibility:

Population	AMI/ % National AMI	Disaster Designation	Project Type	USDA-CF Eligible	Meets HAC TA parameters
1,103	\$33,865/52%	n/a	Public building – city hall/library rehab or expansion	Yes	Yes

## Project Background

Tonasket, Washington, is located in Okanogan County in Eastern Washington near the Canadian border. The town depends on agriculture and forestry, but also includes a burgeoning tourist sector. Okanogan County is the largest county in Washington with small populations centers dotted across the territory. The long distances between communities necessitate population centers like Tonasket have their own services to serve the public, including a hospitals, schools, and libraries. However, smaller tax bases strain the ability to tax and raise public funds for projects. Tonasket was recommended by the Washington State USDA-RD's office as a community that would benefit from considering using USDA-Community Facilities funding as source for civic projects.

The City of Tonasket is in the beginning phases of considering improvements to the city hall and public library. There are a potential of three tiers of possible projects, depending on funding sources. Of immediate concern is entrance to city hall, replacing the doors to make entry ADA compliant and increase security. The second potential project would be to leverage a grant received by the Library for enhancing the space, set to begin in 2024. The third potential project would be to focus on refurbishing and expanding City Hall, leveraging the \$330,000 in ARPA funds that could be designated for the project. Depending on project feasibility and cost estimates, all three could be combined into one project with separate phases, since the library and city hall share the same building and the doors could be included as part of a larger renovation project for city hall. City Hall renovations are in the preliminary phases and would need to be taken through the predevelopment process, including defining the scope of renovations, releasing an RFQ for architectural services, and budgeting.

## Services to be provided by HAC

1. Work with Tonasket to develop scope and scale of the identified project phases (15 hours)

## **AGREEMENT FOR THE PROVISION OF TECHNICAL ASSISTANCE**

2. Review municipal finances, debt service capabilities, building operations and maintenance costs (20-30 hours);
3. Assist in development of project budget, including understanding operating cost and pricing structures (30 hours)
4. Research and evaluate additional funding sources for completion of entire project (30-40 hours);
5. Preparation of the USDA-CF grant application for submission (30 hours);
6. Additional time, as project warrants (up to 80 hours)

Total time: approximately hours.

### **Services to be provided by TA Recipient**

1. TA RECIPIENT will appoint a staff member or agent to serve as primary contact during the terms of this Agreement. The staff member or agent will be responsible for the timely provision of requested materials, regular communication with HAC's TA provider, and completion and/or delegation of identified tasks to move project forward.
2. TA RECIPIENT will be responsible for coordination of local stakeholders and arrangements for local facilities for any on-site meetings.
3. TA RECIPIENT will be responsible for communicating to HAC TA provider in a timely manner when project plans have changed that result in a significant derivation from the original proposed project and or when local political will or support for the proposed project has diminished to the degree that continuation is no longer possible.

### **Duration and Termination**

If HAC determines that the Recipient has failed to comply with the requirements set forth in this Agreement or has failed to meet expectations in terms of cooperation with TA providers, HAC may terminate the provision of TA at its discretion.

This Agreement will be effective upon HAC's execution in the space provided below and will continue until such time that HAC and the Recipient jointly determine that TA is no longer needed.

This Agreement may be amended by a written amendment executed by both HAC and the Recipient.

### **HOUSING ASSISTANCE COUNCIL**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

# AGREEMENT FOR THE PROVISION OF TECHNICAL ASSISTANCE

## RECIPIENT ORGANIZATION

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Signature of Authorized Official

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Name of Authorized Official

---

Title of Authorized Official

---

Date

**RESOLUTION NO. 2023-02**

**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 Brice Fullerton 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 Brice Fullerton hereinafter designated as the "**Lessee**".

**WITNESSETH:**

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

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

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

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

## Tonasket Airport Land Lease Continued

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

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

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

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



## Tonasket Airport Land Lease Continued

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

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

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

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

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

Tonasket Airport Land Lease Continued

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

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

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

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

Tonasket Airport Land Lease Continued

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

**EXECUTED** on this date \_\_\_\_\_.

**LESSOR:**

**CITY OF TONASKET**, a municipal corporation:

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

**BUILDING/FACILITY KEY**

- 1 HANGAR (EXISTING)
- 2 PILOT LOUNGE, EQUIPMENT STORAGE
- 3 AIRCRAFT FUEL
- 4 APRON (EXISTING)
- 5 CARETAKER RESIDENCE
- 6 AG AIRCRAFT LOADING AREA
- 7 HANGAR (FUTURE)
- 8 HELICOPTER PARKING (FUTURE)
- 9 OFF AIRPORT RESIDENTIAL / NON AVIATION
- 10 T-HANGAR (FUTURE)
- 11 APRON (FUTURE)

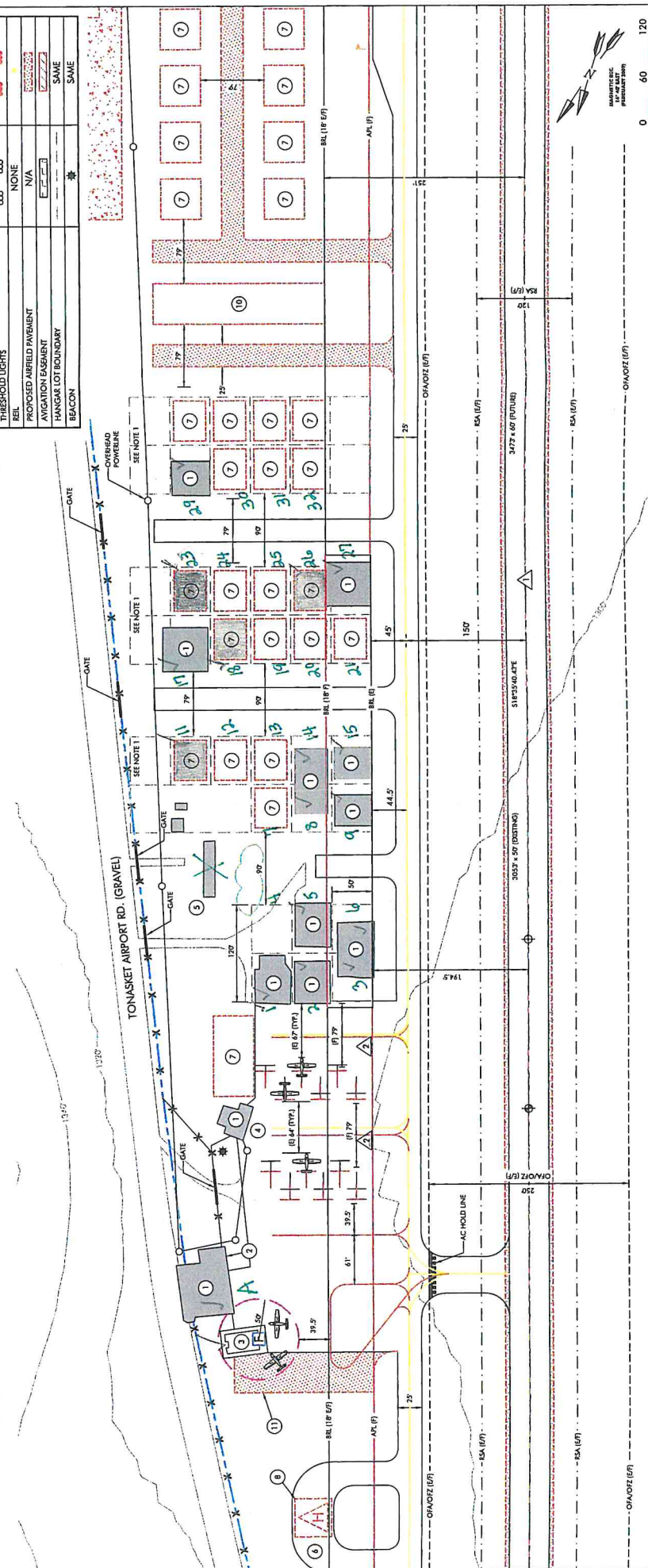
**NOTE:**  
1. HANGAR LOTS NOT TO BE DEVELOPED (POWERLINE EASEMENT).

**MODIFICATION TO STANDARDS**

NO.	ITEM	DESCRIPTION	DISPOSITION
1	RUNWAY WIDTH	LESS THAN STANDARD, (60')	WIDEN IN FUTURE PROJECT.
2	TAXILANE OFA	LESS THAN STANDARD, ADJ. SPACING IN TIEDOWN ROWS, (7')	FMA ALTERNATIVE CLEARANCE FORMULA, RECONFIGURE PARKING

**LEGEND**

FACILITIES	EXISTING	FUTURE
BUILDINGS	[Symbol]	[Symbol]
RUNWAY	[Symbol]	[Symbol]
BUILDING RESTRICTION LINE (BRL)	[Symbol]	[Symbol]
AIRCRAFT PARKING LINE (APL)	[Symbol]	[Symbol]
AIRCRAFT SAFETY AREA (ASA)	[Symbol]	[Symbol]
OBJECT FREE AREA (OFA)	[Symbol]	[Symbol]
OBSTACLE FREE ZONE (OFZ)	[Symbol]	[Symbol]
RUNWAY PROTECTION ZONE (RPZ)	[Symbol]	[Symbol]
GROUND CONTOURS	[Symbol]	[Symbol]
AIRPORT REFERENCE POINT (ARP)	[Symbol]	[Symbol]
WIND INDICATOR	[Symbol]	[Symbol]
FENCE	[Symbol]	[Symbol]
ACCESS ROAD/VEHICLE PARKING	[Symbol]	[Symbol]
THRESHOLD LIGHTS	[Symbol]	[Symbol]
BEL	[Symbol]	[Symbol]
PROPOSED AIRFIELD PAVEMENT	[Symbol]	[Symbol]
AVIATION EASEMENT	[Symbol]	[Symbol]
HANGAR LOT BOUNDARY	[Symbol]	[Symbol]
BEACON	[Symbol]	[Symbol]



NO. DATE BY APPR	REVISIONS
<p><b>TONASKET MUNICIPAL AIRPORT</b></p> <p><b>TERMINAL AREA</b></p>	
<p>DESIGNED BY: [Name] DRAWN BY: [Name] CHECKED BY: [Name] SCALE: AS SHOWN</p> <p>DATE: JANUARY 2010 PROJECT NO: 4141-4001.01</p>	
<p>FIGURE NO. [Number]</p> <p>SHEET NO. <b>4 OF 8</b></p>	

**VERIFY SCALES**  
BAR IS ONE INCH ON DRAWING  
IF NOT ONE INCH ON DRAWING, VERIFY SCALES ACCORDINGLY.

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## Alice Attwood

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**Subject:** Council Meeting  
**Location:** <https://us02web.zoom.us/j/85879749252>  
**Start:** Tue 2/14/2023 6:00 PM  
**End:** Tue 2/14/2023 9:00 PM  
**Recurrence:** (none)  
**Meeting Status:** Meeting organizer

Alice Attwood is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting  
<https://us02web.zoom.us/j/85879749252>

Meeting ID: 858 7974 9252  
One tap mobile  
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