Tonasket City Council Tuesday, March 28th, 2023 6:00 pm

VIRTUAL ZOOM MEETING ID 865 2014 0572 Phone Number 1-253-205-0468

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Public Comment (Agenda items)
- 5) Approval of Agenda. Action Item
- 6) Approval of the minutes of the previous meeting. Action Item
- 7) Public Comment
- 8) Unfinished Business
- 9) Mayor/Council/Committee reports
- 10) New Business
 - a) Resolution 2023-04 Annual Spring Clean Up Action Item
 - b) Resolution 2023-05 Airport Land Lease Agreement Action Item
 - c) Arbor Day Proclamation
 - d) Approve Perfect Passage plans Action Item
 - e) Approve purchase of picnic tables Action Item
 - f) Approve Agreement with Transportation Improvement Board for the 4th Street Multimodal Project **Action Item**
- 11) Miscellaneous and Correspondence
- 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 14, 2023

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

Staff: Pilkinton, Seydlitz, Johnson, and Danison.

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

Roll Call was taken.

Public Comment:

 Dave Kester stated that he learned more about the Perfect Passage from the men doing the boring on Whitcomb than any Council member.

Motion to approve the agenda. M/Levine, S/McMillan. Carried 4:0.

Public Hearing: Mayor Maldonado opened the hearing at 6:07 pm. This meeting has been advertised as a Public Hearing to give the Community an opportunity to learn more about the project, preferred alternatives and any potential impacts, including impacts to existing utility rates. The Mayor introduced Nathan Hutchens from Varela and Associates. Nathan read the SERP/ Environmental Justice Public Meeting Requirements.

- Purpose of the US 97 / Whitcomb Ave Downtown Redevelopment Project (aka "Perfect Passage")
 - Flooding of existing buildings due to inadequate storm water facilities
 - Inadequate/inconsistent sidewalks and curb/gutter including ADA non-compliance and insufficient curb reveal.
 - Comprehensive public/private utility issues and upgrade needs (e.g. overhead power/poles, communications, conduits, lighting, water, sewer, etc.)

o Technical Issues

- Transportation improvements alternatives were identified in the 2019 Redevelopment Master Plan. The City performed various public outreach programs throughout the 2019 Redevelopment Master Plan process.
- Stormwater improvements alternatives consist of treatment alternatives previously identified in the City's 2021 Stormwater Plan in this SWP and included the following:
 - 1) Stormwater Improvement Alternative #1: Do nothing (includes no action on conveyance)
 - Least short-term cost, high maintenance and risk cost, possible action by ECY for discharges, possible liability by city for flooding
 - 2) Stormwater Improvement Alternative #2: Bio-infiltration swales
 - Lack of available land in area of the system and stormwater collection, cost of land, cost of construction, cost of maintenance, life cycle, could be used in localized areas
 - 3) Stormwater Improvement Alternative #3: Stormwater filters with media
 - Cost
 - 4) Stormwater Improvement Alternative #4: Hydrodynamic Separators (chosen alternative)
 - This is the selected alternative.
 - Swirl concentration and continuous separation, most cost effective
- No land acquisition is required for the chosen utility or transportation improvement alternatives.

o Environmental Issues

- Potential environmental impacts of the project include:
- The city does not currently provide stormwater treatment. Improvement alternatives propose to retrofit stormwater treatment to improve the quality of water exiting the system.
- The existing city stormwater system is almost entirely contained in existing rights-of-way and roads as will the improvement alternatives. Construction outside of rights-of-way and disturbance of natural areas is not expected.
- The Project replaces existing water and wastewater utilities which are old and at the end of their useful life. The project will replace the old portion of the water / sewer mains in disturbed areas.
- Transportation improvements includes installing new ADA ramps, curb extensions, and overhead pedestrian lighting.
- The City is also in the process of completing NEPA and Section 106 review requirements for the project.

Financial Issues

- Implementation of the US 97 / Whitcomb Ave Downtown Redevelopment Project will result in rate impacts to City residents.
- In order to mitigate and reduce the impact to the ratepayer the City has secured \$4,450,240 in grant funding and \$202,800 in low-interest state loans in order to reduce impacts on ratepayers. An additional funding application for \$808,400 is also in progress.
- Implementation of the improvements are expected to result in:

- business development through Tonasket's downtown core,
- sediment reduction entering area waterways,
- reduction or elimination of chronic flooding along Whitcomb Ave.
- increasing pedestrian safety, aesthetical upgrades of the downtown core, and
- maintaining reliable water, sewer, and stormwater services to the City residents.
- Potential social and economic impacts of the alternatives
 - Social impacts Mobility and travel impacts during construction, otherwise invisible to the public.
- Discussion of the ratepayer (impacts of the project to rates)
 - The City has secured \$4,450,240 in grant funding and \$202,800 in low-interest
 - state loans in order to reduce impacts on ratepayers.

Nathan turned the meeting back over to the Mayor for public comments and questions.

- Joanne Dagnon: How much will the project cost in total? How will it impact low-income residents?
- Councilmember Levine: The City has been collecting a fee for two years to help with the storm water part of the project.
- Councilmember Weddle: Approximately \$9.6 million but things are constantly changing.
- PUD Commissioner Jerry Asmussen: The PUD is out about two years on poles so make sure the City is in their que. Underground lines seem to have a shorter life expectancy.
- Planner Danison: Tonasket has one of the highest low to moderate income residences. It
 works good and bad because we will get more in grants and low interest loans, but it will
 have some impact on rates.
- George Hill: Underground lines take longer to fix and make a mess when digging into the roads.
- Kurt Holland: The underground lines will be for pedestrian lighting and PUD cross.
- Jinnie Bartholmew: Has the project gone out for bid yet? What are the start and end dates for the project?
- Councilmember Weddle: No, it hasn't gone out for bid yet. They are hoping to have phase one done by October.
- Ed Koonce: How old are the numbers that are being given?
- Kurt Holland: Council gets monthly updates, so the numbers are up to date. Everything is public knowledge. The project is 95% grant funded.
- Ed Koonce: Can the Perfect Passage updates be put on the website?
- Greg Gardinier: The updates can be put in a shared folder.
- Dave Kester: Would like to see a revenue/ expenditure report for the project.
- George Hill: Bulb outs are a nightmare to plow around.
- Kurt Holland: Bulb outs are for pedestrian safety and that is #1 since Tonasket has had pedestrian vs car accidents. They also can help with excess snow.
- Dave Kester: Business owners were told by the city to remove snow from sidewalks.
- Mayor Maldonado: Snow blower purchased.
- Ed Koonce: Asked about angle parking.
- Councilmember Weddle: Parking stays the same.
- Jinnie Bartholomew: Asked about plants on bulb-outs.
- Councilmember McMillan: Thought that the planters were out of the picture?
- Councilmember Levine: There have been multiple views and inputs about the planters and trees.
- Joanne Dagnon: Things just go round in these meetings, need to not keep making changes.
- Dave Kester: Budget for tree maintenance?
- Jinnie Bartholomew: Who makes the final decisions?
- Mayor Maldonado: The Council, Street Committee and Public Works will make the final vote and decision.

Kurt Danison Report

- Happy to be here to listen to the hearing. It is a long frustrating process, but people need to respect the officials they voted into Council.
- Was on vacation and then sick in February so not a lot got done.
- Planning Commission will have a public hearing on the Shoreline Master Plan in April.
 The deadline is June.
- Council needs to adopt the Floodplain Code so a public hearing should be scheduled for the first meeting in April.
- Sat in on the interviews for Economic Alliance.



Public Comment:

• Dave Kester stated that he doesn't think that the kiosk is going to get many people stopping at it when they are flying through town.

Unfinished Business:

DRAFT

Motion to dissolve the Tonasket Municipal Court and contract with Okanogan County District Court for court services. M/Levine, S/McMillan. Discussion. Levine rescinded her motion.

Motion to keep the Tonasket Municipal Court. M/McMillan, S/Hill. Carried 4:0.

Gardinier Tech- Greg Gardinier gave an overview of what he does and supplies for his contract with the City.

Motion to approve continuing with the Gardinier Tech contract in the amount of \$20,100.00. M/Weddle, S/McMillan. Carried 4:0.

Interlocal Agreement with Okanogan County Tourism Council- Moved to March 28th meeting.

Department Head Reports:

Johnson

- · Working on equipment.
- · Cleaning parks.
- Working with the guys doing the boring.
- The pile at the Airport needs to dry up before they can clean it up.
- Building doors are being installed.

Attwood

Not present.

Sheriff Budrow

· Not present.

Mayor/ Council/ Committee Reports:

Levine

- Went to the OCOG meeting last night, Brent Timm stated that TranGo is getting three new buses and they have a new service from Okanogan to Wenatchee.
- Talked to Josh Thompson and he said the County Shop starts construction on Friday.
- Thank you for taking down the COVID signs at the parks.

McMillan

 Talked to Jim Wiley about City Hall front doors. He looked at them and gave a verbal estimate of \$55,000.00 to replace them. He will be talking to another contractor he knows for a more specific quote. The City will receive a written quote for Slider doors also.

Hill

- Comancheros dinner Saturday @ The Eagles.
- Chamber meeting March 28th at Bean Addiction.
- Inquired about the cemetery property.

Weddle

- Perfect Passage public forum set for March 23 at 6:00 pm.
- Working on communication with the public; FaceBook, website, TextMyGov, openline.
- Learning about the origins of Tonasket with a local native, going to Penticton to the Enowkin Center.

New Business: None.

Miscellaneous and Correspondence:

- Request for statements of qualifications from consulting firms handout.
- Retreat reminder for March 25, 2023 at 9 am at City Hall.
- OPMA training with TranGo.
- TextMyGov flyer and short explanation from Utility Clerk Seydlitz.

Motion to approve the consent Agenda: the minutes of the previous meeting, the February Payroll \$50,663.15 (12140-12155 & Direct deposit 2-28-2023) and March Bills \$198,949.13 (12137-38, 12139,12157-12194 & EFT 1-2). M/McMillan, S/Hill. Carried 4:0.

There being no further business the meeting was declared adjourned at 8:08 pm.

Joël Pilkinton, Deputy Clerk-Treasurer

DRAFT

Tonasket City Council Tuesday, March 28th, 2023 6:00 pm

VIRTUAL ZOOM MEETING ID 865 2014 0572 Phone Number 1-253-205-0468

TO:

Mayor and City Councilmembers

FROM:

City Clerk-Treasurer

Resolution 2023-04 Annual Spring Clean Up will be April 10 though April 14th this year. Suggested Motion: I move to approve Resolution 2023-04 for the Annual Spring Clean Up.

Resolution 2023-05 Airport Land Lease Agreement for a new hangar space has been requested for space #21. Suggested Motion: I move to approve Resolution 2023-05 for an Airport Land Lease Agreement with Kristi Krieg for space #21 and authorize the Mayor Pro Tem to sign the applicable documents.

The Mayor has proclaimed April 28th as Arbor Day for 2023.

Approval of the Perfect Passage Phase 1 Plans. The Council has received the most current plans for Phase 1 of the Perfect Passage Project. Kurt Holland will be on Zoom to answer any questions. The Plans are ready to be approved and accepted by the City Council so we can move forward! Suggested Motion: I move to approve the plans as submitted by Varela Engineering for Phase 1 of the Perfect Passage Project.

The picnic tables at History Park are not in very good condition. Would like to start replacing them. Suggested Motion: I move to approve the purchase of 3 picnic tables in the amount of \$2426.57, to be paid from the City Hall/City Park Reserve Fund.

The City has been awarded funds for the 4th Street Multimodal Project. The agreement for accepting the funds is attached. **Suggested Motion: I move to approve the agreement with the Transportation Improvement Board for the 4th Street Multimodal Project in the amount of \$395,277.00 and authorize the Mayor Pro Tem to sign applicable documents.**

RESOLUTION NO. 2023-04

WHEREAS, the City of Tonasket is desirous of participating in a clean-up campaign utilizing City equipment and employees, and

WHEREAS, the City of Tonasket finds that it will not be necessary to employ additional people or equipment for this project, and

WHEREAS, the City Council finds that this project is in the best interest of the City,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The City crew shall be authorized and directed to conduct a comprehensive City clean-up program commencing April 10 through April 14, 2023.

Section 2. During said campaign the City of Tonasket shall pick up burnable yard waste excluding tree stumps and oversized prunings for residences and businesses as time permits. Pruning's must be under 4 foot long and piled for easy removal. Leaves and grass clippings should be bagged in paper bags.

Section 3. No additional employees or rental of additional equipment shall be authorized for said clean-up campaign and said clean-up campaign shall be conducted using regularly employed City personnel and City equipment.

PASSED AND APPROVED BY THE C	ITY COUNCIL OF THE CITY C)F
TONASKET, WASHINGTON THIS	day of	2023.
		_
•	APPROVED:	
	Alisa Weddle, Mayor Pro Te	m

ATTEST:

Alice J. Attwood, Clerk-Treasurer

RESOLUTION NO. <u>2023-05</u>

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 Kristi Krieg 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 thi	s, day of, 2023.
	APPROVED:
ATTEST:	Alisa Weddle, Mayor Pro Tem
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 TON	IASKET, a
municipal corporation, hereinafter referred to as the "Lessor", and	d
Kristi Krieg 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. <u>21</u> with the lot size of <u>50' x 60'</u>, on the drawing attached hereto as Exhibit B and incorporated herein by this reference as fully set forth.
- Lessee is hereby leasing said land for the purpose of maintaining a hangar.

- 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**.

- 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.

- 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.

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: _____ Alisa Weddle, Mayor Pro Tem By: ____ Alice J. Attwood, City Clerk-Treasurer LESSEE: **Print Name** Sign

STATE OF WASHINGTON County of Okanogan

On this day persor	ally appeared before me
And	, known to me to be the Mayor and City Clerk, pal corporation that executed the within and foregoing
instrument and acknowled	dged said instrument to be the free and voluntary act
and deed of said municipa	al corporation, for the uses and purposes therein tated that they were authorized to execute said
	eal affixed is the corporate seal of said municipal
corporation.	
IN WITNESS THE	REOF, I HAVE HEREUNTO SET MY HAND AND SEAL
THIS day of _	, <u>20</u>
	Notary Public in and for the State of Washington,
	residing at Tonasket. My appointment expires
	The appointment expires
STATE OF WASHINGTO	
County of Okanogan	N .
,	·
On this day person	ally appeared before me
know to me to be the indivioregoing instrument and a	idual(s) described in and who executed the within and acknowledged that he/they signed the same as his/their
ree and voluntary act and	deed for the uses and purposes therein mentioned.
IN WITNESS THEF	REOF, 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
	My appointment expires

Arbor Day Proclamation

		July 110	Ciaiiiacioii						
Whereas,	In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and								
Whereas,	the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and								
Whereas,	Arbor Day is now observed throughout the nation and the world, and								
Whereas,	trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and								
Whereas,	trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and								
Whereas,		increase property value and beautify our comm	ues, enhance the economic vitality of nunity, and						
Whereas,	trees, wherever	they are planted, are a	source of joy and spiritual renewal,						
NOW, THERE	EFORE, I	René Maldonado	Mayor of the City of						
		Tonasket	, do hereby proclaim						
		April 28, 2023							
	in the City of _	Day and to support ef	ay, and I urge all citizens to forts to protect our trees and						



LETTER OF TRANSMITTAL

601-A W Mallon Avenue | Spokane WA 99201 P 509.328.6066 | F 509.328.1388 | www.varela-engr.com

		,			Hand Delivered ⊠		
					E-mail □		
					U.S. Mail □		
					Overnight		
					Overnight 🗆		
To:	City of Tor	nasket] [Date:	2023-03-23		
Attn:	Alice Attwo	ood & Council] <u>F</u>	Project:	Perfect Passage, Phase 1		
			F	RE:			
Transmitte	ed herewith a	ro					
No. of	The rewier u						
Copies	Date	Description					
7	3/23			n Plans	for Perfect Passage Project		
7	3/23	WSDOT Design F	Report -		9		
7	3/23	Stormwater Hydr					
7	3/23				e-referenced Agency Review		
1		Construction Plan	ns, and (2)	Agency	Review Specifications		
7	3/23	Specifications cov	er and Bid	sheet	for Perfect Passage, Phase 1		
COMMEN	ITS:						
Alice,							
			ents to the o	council a	nd mayor last night for their		
review a	and approval	consideration.					
will also	We will attend the council meeting via zoom and will be prepared to answer any questions. I will also try and check in prior to the meeting, during business hours, to see if there is anything in particular we need to prepare for.						
Could yo	Could you please forward documentation of council's decision for our records.						
Thank yo	ou						
Kurt							
CICALED	· · · · · · · · · · · · · · · · · · ·						
SIGNED: K	urt Holland _						
cc: <u>file, J</u> A	A, AG						



March 7, 2023

Scott Cervine, WSDOT Developer Services North Central Region 2830 Euclid Avenue Wenatchee, WA 98801

RE: City of Tonasket, Perfect Passage – Phase I, Design Documentation

Dear Scott,

Please find the attached Design Summary for Phase I of the Perfect Passage Project.

This package includes the following attachments:

- o Design Summary for Phase I of the Perfect Passage Project
- o Hydraulic Summary
- o Project Street and Stormwater Improvements Cost Estimate
- o Stormwater Master Plan
- Project Drawings
- Contract Documents
- o Luminaire / Lighting documentation (under separate submittal)
- o Geotechnical Report (under separate submittal)

If you have further questions please feel free to call at (509) 328-6066.

Sincerely,

VARELA ENGINEERING & MANAGEMENT

to spllad

Kurt HollandPrincipal Engineer

cc: City of Tonasket



varela-engr.com | P 509.328.6066 | F 509.328.1388 | 601-A West Mallon Avenue, Spokane, WA 99201

PROJECT DESIGN SUMMARY

Project Title:

City of Tonasket, Perfect Passage - Phase I

Location:

SR-97

Whitcomb Avenue, 4th St. to 1st St.

Okanogan County

Local Agency:

City of Tonasket

P.O. Box 487

Tonasket, WA 98855

Consultant:

Varela Engineering & Management

601 W. Mallon Ave., Suite A

Spokane, WA 99201

Description of

Existing Conditions:

The proposed improvements are located within the corporate limits of the City of Tonasket on SR-97. The rural other principal arterial route is a two-

lane roadway with 11-foot to 13-foot lanes and a middle turn lane bordered by 8' parallel parking. The roadway has 11-foot to 12-foot

sidewalk.

Proposed

Improvements:

Phase I replaces 13-foot sidewalk on both sides of the roadway. The roadway will be two 11-foot travel lanes with a 13-foot middle turn lane and 8-foot parking on both sides. Utility improvements will include new sewer and water pipe. Stormwater upgrades include upsized pipes, an increased number of drain inlets, and two hydrodynamic separators.

Reason For

Improvements:

Phase 1 is a road replacement project with stormwater improvements that addresses aging infrastructure in downtown Tonasket. The project will

improve pedestrian safety and make Tonasket aesthetically pleasing to

support economic development.

Federal Function

Classification:

Rural other principal arterial (SR-97)

Roadway Design

Class:

3R (SR 97)

Terrain:

in:

Flat

Land Use:

Urban

Design Speed:

25 mph (SR-97)

Design Vehicle:

See attached (Perfect Passage Intersection Turning Radius)

Traffic Counts:

The SR 97 ADT for 2021 was 5600.

Sight Distance:

Per WSDOT Design Manual Exhibit 1260-1 "Design Stopping Sight Distance", the minimum stopping sight distance for a design speed of 25

mph is 155'.

Accident History:

There have been 29 motor vehicle collisions on State Routes in Tonasket within the last 10 years and there have been zero fatal accidents.

Utilities:

Sewer and Water utilities will be replaced in place. The stormwater utilities will be relocated to the west side of Whitcomb Ave. There will be an

addition of 2 hydrodynamic separators.

Access:

No change in access.

Curb Extensions (bulbouts):

Bulbouts are at each corner of each intersection where possible. Bulbouts increase frontage for local businesses and increase pedestrian visibility for

drivers.

Angle of Intersection:

Intersection angles are not modified on this project.

Additional Design Comments:

There are future road and utility improvements outside of the proposed improvements in Phase 1 that will be addressed in future projects.

Tonasket Perfect Passage Intersection Turning Radius

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Phase 1								Dhood 2	ר האפור		



varela-engr.com | P 509.328.6066 | F 509.328.1388 | 601-A West Mallon Avenue, Spokane, WA 99201

MEMO

TO:

Scott Cervine, PE

Keith Kusler, PE

FROM:

Daniel Cowger, PE

Kevin Taft, EIT

DATE:

March 6, 2023

SUBJECT: City of Tonasket WA - Perfect Passage - Phase 1

Hydraulic Summary

Keith, this memo follows up our phone conversations regarding improvements the City of Tonasket is completing to their downtown area along Whitcomb Ave. (SR97).

This memo and attachments summarize the stormwater design for Phase 1 of the project.

Project Description / Phasing

The proposed improvements were selected in City's 2019 SR97 / Whitcomb Ave Downtown Corridor Redevelopment Master Plan. Improvements include full road reconstruction of Whitcomb Ave., new sidewalks, replacement of existing utilities, lighting, and miscellaneous aesthetic and landscaping improvements.

The project is a multi-phased project.

This phase (Phase 1) includes reconstruction of Whitcomb Ave. from 1st St. to 4th St. See Drawings.

Future phases include:

- Whitcomb Ave. from 4th St. to the south end of Town
- Whitcomb Ave. from 1st St. to the North end of Town
- 4th street east of Whitcomb; and possibly 3rd St. east of Whitcomb
- Stormwater trunk main improvements from Whitcomb to the River outlet

2021 Stormwater Master Plan

Stormwater improvements for Tonasket's project were sized/selected in the City's 2021 Stormwater Master Plan (SWP). The SWP was reviewed and approved by the Department of Ecology (ECY) in 2021. A copy of the SWP is attached (submitted electronically as a separate pdf file).

Subsequent to ECY review of the SWP, ECY provided funding to complete the stormwater improvements included in the project.

Improvements sized/selected in the SWP which are implemented into this project include:

- Replacement of the existing 24" storm sewer piping in Whitcomb Ave. with a new storm water trunk main (30")
- Extension of the storm sewer from 3rd St. to 1St St. (24" diam. from 3rd St. to 2nd St.; and 18" diameter from 2nd St. to 1st St.)
- Additional storm drain inlets in Whitcomb Ave.
- Installation of 2 hydrodynamic separator treatment units
- Provision for new storm sewer main extensions (west on 4th St. and 3rd St.)

50-Year Design Storm and Hydrology / New Storm Sewer Sizing

The SWP uses the 50-year SCS design storm to size the storm sewer. See SWP for discussion regarding selection of the design storm.

See also the SWP for storm sewer sizing, hydrology and hydraulic calculations.

Future Stormwater Improvements

Tonasket's existing stormwater flooding issues are outlined in the SWP. Other improvements, beyond what is provided in this project, are identified in the SWP and are needed to address existing stormwater issues. These improvements will be completed as part of future phases of the project and include:

- New storm sewer trunk main in 4th St. west of Whitcomb
- Upsize storm sewer in Western Ave. to the river outlet
- Upsize the river outlet trunk main
- Upsizing 30" main in 3rd St. west of Whitcomb

In addition to these improvements, the City is planning upgradient improvements on 4th street and 3rd St. that will hopefully help reduce stormwater discharged to Whitcomb Ave.

The proposed improvements for phase 1 have provision to allow installation of the future stormwater mains noted above. The improvements in Phase 1 are also sized assuming downstream hydraulic improvements are constructed. Until those improvements are installed, the stormwater system will not have full capacity.

Phase 1 also includes provision for future catch basins and stormwater extensions that will be installed in future phases of the project. The extent to which these "future" improvements are needed will depend on the upgradient improvements completed.

Hydrology for Phase 1 Improvements

See SWP for 50-year runoff calculations.

All runoff flows included in the inlet and hydraulic calculations herein are from the SWP 50-year stormwater model.

Hydraulic Sizing for Phase 1 Improvements

Attached to this hydraulic summary are the following calculations which follow the procedures outlined in the WSDOT Hydraulics Manual:

- Inlet sizing spreadsheets:
 - Continuous grade analysis. These sheets summarize sizing for all inlets on a continuous grade.
 - o Sump Analysis. This sheet summarizes sizing for all sump inlets.
- Pipe capacity and cover calculations that show:
 - o Pipes are sized to pass the 50-year storm based on uniform flow calculations.
 - o Cover for all pipes located in WSDOT ROW meet WSDOT minimum cover requirements.

See also the SWP for the storm sewer trunk main sizing.

Treatment Calculations

See the SWP for discussion regarding sizing/selection of the 2 storm water treatment units included in this project.

Please let us know if you have any questions, or if you need anything else.

If you would like electronic copies of the Excel files for the Inlet sizing sheets and/or pipe capacity and cover sheets, please let us know and will send you those.

Attachments:

Attachments A - City of Tonasket 2021 Stormwater Master Plan (SWP)

Attachments B – Gutter Flow Calculations – Continuous Grade Analysis

Attachments C – Gutter Flow Calculations – Sump Analysis

Attachments D - Pipe Capacity and Cover Calculations



CITY OF TONASKET

CONTRACT DOCUMENTS FOR

PERFECT PASSAGE - PHASE 1

Funded By:

Washington State Capital Budget - Direct Appropriation

Washington State Department of Ecology

Washington State Department of Commerce - Community Development Block Grant

United States Department of Agriculture – Rural Development

Washington State Department of Transportation

Washington State Transportation Improvement Board

FEBRUARY 2023 - AGENCY REVIEW



UNIT PRICE SHEETS CITY OF TONASKET, WA PERFECT PASSAGE - PHASE 1

The BIDDER agrees to preform the work described in the CONTRACT DOCUMENTS for hte following unit or lump sum prices:

BASE BID - 10+00 to 18+75

GENERAL, ROADWAY AND STORMSEWER

NO.	DIV	ITEM	EST. QTY UNIT		UNIT PRICE		AMOUNT
DIVIS					Harrist Da		
101	1-04	MINOR CHANGES	25,000 EA	\$_	\$1.00	\$_	\$25,000
102	1-07	SPCC PLAN	1 LS	\$_		\$_	
103	1-10	MOBILIZATION (10%)	1 LS	\$_		\$_	
104	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	\$_		\$	
DIVIS	ION 2: EA	ARTHWORK					
105	2-02	DEMOLISION AND SITE PREPERATION	1 LS	\$_		\$	
106	2-03	ROADWAY EXCAVATION, INCL. HAUL	1 LS	\$_		\$	
107	2-03	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	100 CY	\$_		\$	
DIVISI	ION 4: BA	SES					
108	4-04	CRUSHED SURFACING TOP COURSE	6,120 SY	\$_		\$	
109	4-04	CRUSHED SURFACING BASE COURSE	6,120 SY	\$		\$	
DIVISI	ON 5: SU	RFACE TREATMENTS AND PAVEMENTS		1			
110	5-04	HMA CL 1/2" PG 64-28, 5" DEPTH	6,120 SY	\$		\$	
111	5-04	COMMERCIAL HMA	110 SY	\$		\$	
DIVISI	ON 7: DR	AINAGE STRUCTURES, STORM SEWERS, SANITARY SE	WERS, AND COND	UITS			
112	7-04	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 12 In. Diam.	650 LF	\$		\$	
113	7-04	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 18 In. Diam.	250 LF	\$		\$	
114	7-04	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 24 In. Diam.	720 LF	\$		\$	
115	7-04	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 30 In. Diam.	510 LF	\$		\$	
116	7-04	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 36 In. Diam.	50 LF	\$		\$	7 7 7 7
117	7-04	DUCTILE IRON (DI) PIPE 12 In. Diam.	170 LF	\$	77 (40)	\$	
118	7-05	MANHOLE 48 In. Diam. TYPE 2	3 EA	\$		\$	
119	7-05	MANHOLE 60 In. Diam. TYPE 2	3 EA	\$		\$	
120	7-05	MANHOLE 72 In. Diam. TYPE 2	5 EA	\$		\$	
121	7-05	CATCH BASIN TYPE 1	21 EA	\$		\$	
122	7-05	CATCH BASIN TYPE 2	13 EA	\$		\$	
123	7-08	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	2,350 LF	\$		s ⁻	
DIVISIO	ON 8: MI	SCELLANEOUS CONSTRUCTION		_			
124	8-01	EROSION CONTROL AND WATER POLLUTION PREVENTION	1 LS	\$		\$	
125	8-05	CEMENT CONC. TRAFFIC CURB AND GUTTER	1,940 LF	\$		s —	A Trend
126	8-06	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 2	250 SY	\$	12.71.11	s —	
127	8-06	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 4	50 SY	\$		s —	
128	8-14	CEMENT CONC. SIDEWALK	2,320 SY	\$		s —	er H. A
129	8-14	CEMENT CONC. CURB RAMP, TYPE PARALLEL	1 EA	\$		s —	
130	8-13	CEMENT CONC. CURB RAMP, TYPE PERPENDICULAR	17 EA	\$		\$	
131	8-21	PERMANENT SIGNING	1 LS	\$		s —	
132	8-22	PAVEMENT MARKINGS	1 LS	\$		s —	
01 01 00	SPECIAL	L REQUIREMENTS/BID ITEMS		-		_	
133		ASPHALT TRANSITION (IF SCHEDULE A NOT AWARDED)	1 LS	\$		\$	
33 46 10		WATER TREATMENT DEVICE		-			
134		/ATER TREATMENT DEVICE (SWTD) – STA 11+16	1 LS	\$		\$	
135		ATER TREATMENT DEVICE (SWTD) – STA 15+09	1 LS	<u>s</u> —		s —	
		(-,-,-,-,-,-,-,-,-,-,-,-,-,-,-,-,-,-,-,	1 20	–			

GENERAL, ROADWAY AND STORM SEWER TOTAL:

UNIT PRICE SHEETS CITY OF TONASKET, WA PERFECT PASSAGE - PHASE 1

BASE BID - 10+00 to 18+75

WATER AND SANITARY SEWER

NO.	DIV ITEM	EST. QTY UNIT	UNIT PRICE	AMOUNT
03 40 0	0 MANHOLES, WET WELLS AND DRYWELLS			
201	STANDARD MANHOLE 48-INCH DIA.	1 EA	\$	\$
31 23 0	0 TRENCH EXCAVATION, BACKFILL, AND COMPACT	ION		
202	TRENCH FOUNDATION STABILIZATION	100 LF	\$	\$
203	FURNISH PIPE BEDDING (<6" dia.)	1,125 LF	\$	\$
204	FURNISH PIPE BEDDING (≥6" dia.)	1,250 LF	\$	\$
205	TRENCH EXCAVATION SAFETY SYSTEM	1 LS	\$	\$
33 14 00	WATER PIPE, SERVICE AND APPURTENANCES			
206	6-INCH PVC/DI WATER PIPE	25 LF	\$	\$
207	6-INCH DI WATER PIPE (hydrant leads)	50 LF	\$	\$
208	8-INCH PVC/DI WATER PIPE	1,000 LF	\$	\$
209	6-INCH DI FITTINGS	4 EA	\$	\$
210	8-INCH DI FITTINGS	4 EA	\$	\$
211	WATER PIPE CONNECTION DETAIL 1/25	1 LS	\$	\$
212	WATER PIPE CONNECTION DETAIL 2/25	1 LS	\$	\$
213	WATER PIPE CONNECTION DETAIL 3/25	1 LS	\$	\$
214	WATER PIPE CONNECTION DETAIL 4/25	1 LS	\$	\$
215	8" GATE VALVE	1 EA	\$	\$
216	NEW FIRE HYDRANT ASSEMBLY	3 EA	\$	\$
217	1" SERVICE CONNECTION	25 EA	\$	\$
218	2" SERVICE CONNECTION	2 EA	\$	\$
219	1" HDPE SERVICE PIPE	1,000 LF	\$	s
220	2" HDPE SERVICE PIPE	75 LF	\$	s
221	1" CURB STOP	25 EA	\$	\$
222	2" CURB STOP	2 EA	\$	\$
223	WATER MAIN SLEEVE	4 EA	\$	\$
224	WATER SERVICE SLEEVE	15 EA	\$	\$
3 19 10	WATER METERS AND APPURTENANCES			
225	1" METER AND METER BOX	25 EA	\$	\$
226	2" METER AND METER BOX	2 EA	\$	\$
3 31 00	WASTEWATER PIPELINES			
227	8" PVC WASTEWATER PIPELINE	275 LF	\$	\$
228	8"x4" SERVICE TEE	1 EA	\$	s
229	8"x6" SERVICE TEE	5 EA	\$	\$
230	4" PVC SIDE SEWER PIPE	50 LF	\$	\$
231	6" PVC SIDE SEWER PIPE	175 LF	s	\$
232	4" CLEANOUT	1 EA	\$	\$
	6" CLEANOUT	5 EA	\$	\$
		WATER AND SANITARY SEW		
		WATER AND SANITARY SEV	TAX (8.5%):	
		WATER AND SANITARY		

<u>UNIT PRICE SHEETS</u> CITY OF TONASKET, WA PERFECT PASSAGE - PHASE 1

BASE BID - 10+00 to 18+75

LAN	DS	CA	PIN	G
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NO.	DIV	ITEM	EST. QTY UNIT	UNIT PRICE	AMOUNT
01 01 00	O SPECIAL RE	QUIREMENTS/BID ITEMS			
301	BASE BID LA 10+00 TO 18+	ANDSCAPING AND SURFACE RESTORATION - STA -75	1 LS	TAX (8.5%); DSCAPE TOTAL:	\$
BASE E	BID - 10+00 to 1	8+75			
ELECT	RICAL AND L	IGHTING			
NO.	DIV	ITEM	EST. QTY UNIT	UNIT PRICE	AMOUNT
01 01 00	SPECIAL RE	QUIREMENTS/BID ITEMS			
401	BASE BID EL	ECTRICAL - STA 10+00 TO 18+75	1 LS	\$	\$
402	REMOVE, ST	ORE, AND REINSTALL RRFB SYSTEM	1 LS	\$	\$
		ELEC	TRICAL & LIGHT	ING SUBTOTAL:	
				TAX (8.5%):	
		E	LECTRICAL & LIC	GHTING TOTAL:	
			BA	ASE BID TOTAL:	

UNIT PRICE SHEETS CITY OF TONASKET, WA PERFECT PASSAGE - PHASE 1

The BIDDER agrees to preform the work described in the CONTRACT DOCUMENTS for the following unit or lump sum prices:

SCHEDULE A - 18+75 to 22+15

GENERAL, ROADWAY AND STORMSEWER

NO.	DIV	ITEM	EST. QTY UNIT	UNIT PRICE	AMOUNT
DIVISIO	N 1				
1001	1-07	SPCC PLAN	1 LS	\$	\$
1002	1-10	MOBILIZATION (10%)	1 LS	\$	\$
1003	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	\$	\$
DIVISIO	N 2: EA	RTHWORK		THE PROPERTY OF	
1004	2-02	DEMOLISION AND SITE PREPERATION	1 LS	\$	\$
1005	2-03	ROADWAY EXCAVATION, INCL. HAUL	1 LS	\$	\$
1006	2-03	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	50 CY	\$	\$
DIVISIO	N 4: BA	SES			
1007	4-04	CRUSHED SURFACING TOP COURSE	2,200 SY	\$	\$
1008	4-04	CRUSHED SURFACING BASE COURSE	2,200 SY	\$	\$
DIVISIO	N 5: SU	RFACE TREATMENTS AND PAVEMENTS			
1009	5-04	HMA CL 1/2" PG 64-28, 5" DEPTH	2,200 SY	\$	\$
1010	5-04	COMMERCIAL HMA	50 SY	\$	\$
IVISIO	N 7: DR	AINAGE STRUCTURES, STORM SEWERS, SANITARY SE	WERS, AND COND	UITS	
1011	7-04	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 12 In. Diam.	280 LF	\$	\$
1012	7-04	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 18 In. Diam.	290 LF	\$	\$
1013	7-05	MANHOLE 48 In. Diam. TYPE 2	2 EA	\$	\$
1014	7-05	CATCH BASIN TYPE 1	7 EA	\$	\$
1015	7-05	CATCH BASIN TYPE 2	1 EA	\$	\$
1016	7-08	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	570 LF	\$	\$
IVISION	8: MI	SCELLANEOUS CONSTRUCTION			
1017	8-01	EROSION CONTROL AND WATER POLLUTION PREVENTION	1 LS	\$	\$
1018	8-05	CEMENT CONC. TRAFFIC CURB AND GUTTER	638 LF	\$	\$
1019	8-06	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 2	41 SY	\$	\$
1020	8-14	CEMENT CONC. SIDEWALK	820 SY	\$	\$
1021	8-13	CEMENT CONC. CURB RAMP, TYPE PERPENDICULAR	5 EA	\$	\$
1022	8-14	CEMENT CONC. CURB RAMP, TYPE SINGLE DIRECTION	1 EA	\$	\$
1023	8-21	PERMANENT SIGNING	1 LS	\$	\$
1024	8-22	PAVEMENT MARKINGS	1 LS	\$	\$

GENERAL, ROADWAY AND STORM SEWER TOTAL:

UNIT PRICE SHEETS CITY OF TONASKET, WA PERFECT PASSAGE - PHASE 1

SCHEDULE A - 18+75 to 22+15

WATED	ANDSA	NITARY	CHWED

NO.	DIV ITEM	EST. QTY UNIT	UNIT PRICE	AMOUNT
03 40 0	0 MANHOLES, WET WELLS AND DRYWELLS			
2001	STANDARD MANHOLE 48-INCH DIA.	1 EA	\$	\$
31 23 0	O TRENCH EXCAVATION, BACKFILL, AND COMPACTION	ON		
2002	TRENCH FOUNDATION STABILIZATION	50 LF	\$	\$
2003	FURNISH PIPE BEDDING (< 6" dia.)	160 LF	\$	\$
2004	FURNISH PIPE BEDDING (≥ 6" dia.)	855 LF	\$	\$
2005	TRENCH EXCAVATION SAFETY SYSTEM	1 LS	\$	\$
33 14 00	WATER PIPE, SERVICE AND APPURTENANCES			
2006	6-INCH PVC/DI WATER PIPE	20 LF	\$	\$
2007	6-INCH DI WATER PIPE (hydrant leads)	25 LF	\$	\$
2008	8-INCH PVC/DI WATER PIPE	325 LF	\$	\$
2009	12-INCH PVC/DI WATER PIPE	50 LF	\$	\$
2010	6-INCH DI FITTINGS	4 EA	\$	\$
2011	8-INCH DI FITTINGS	2 EA	\$	\$
2012	12-INCH DI FITTINGS	2 EA	\$	\$
2013	WATER PIPE CONNECTION DETAIL 5/25	1 LS	\$	\$
2014	WATER PIPE CONNECTION DETAIL 6/25	1 LS	\$	\$
2015	NEW FIRE HYDRANT ASSEMBLY	1 EA	\$	\$
2016	1" SERVICE CONNECTION	3 EA	\$	\$
2017	1" HDPE SERVICE PIPE	120 LF	\$	\$
2018	1" CURB STOP	3 EA	\$	\$
33 19 10	WATER METERS AND APPURTENANCES			
2019	1" METER AND METER BOX	3 EA	\$	\$
33 31 00	WASTEWATER PIPELINES			
2020	8" PVC WASTEWATER PIPELINE	315 LF	\$	\$
2021	8"x4" SERVICE TEE	1 EA	\$	\$
2022	8"x6" SERVICE TEE	3 EA	\$	\$
2023	4" PVC SIDE SEWER PIPE	40 LF	\$	\$
2024	6" PVC SIDE SEWER PIPE	120 LF	\$	\$
2025	4" CLEANOUT	1 EA	\$	\$
2026	6" CLEANOUT	3 EA	\$	\$
	was a second of the second of	ATER AND SANITARY SEW	ER SUBTOTAL:	
			TAX (8.5%):	
		WATER AND SANITARY S	EWER TOTAL:	

<u>UNIT PRICE SHEETS</u> CITY OF TONASKET, WA PERFECT PASSAGE - PHASE 1

SCHEDULE A - 18+75 to 22+15

LANDS	CAPING				
NO.	DIV	ITEM	EST. QTY UNIT	UNIT PRICE	AMOUNT
01 01 00	SPECIAL R	EQUIREMENTS/BID ITEMS			
3001	SCHEDULE 18+75 TO 22	A LANDSCAPING AND SURFACE RESTORATION - STA +15	1 LS	TAX (8.5%): DSCAPE TOTAL:	\$
SCHED	ULE A - 18+7	5 to 22+15			
ELECT	RICAL AND	LIGHTING			

NO.	DIV	ITEM	EST. QTY UNIT	UNIT PRICE	AMOUNT
01 01 00	0 SPECIAL	REQUIREMENTS/BID ITEMS		Supplied Control	
4001	SCHEDU	LE A ELECTRICAL - STA 18+75 TO 22+15	1 LS ELECTRICAL & LIG	TAX (8.5%): HTING TOTAL:	\$
			SCHED	ULE A TOTAL:	

Menu

ZOLO

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Shopping Cart (3 Items)



ADA Picnic Table, 96" W x62" D, Green

In Stock 🐧

 Standard ground shipping only Ships in 1 business day

Item requires special delivery charges. A \$150.00 per item surcharge will be applied. (9)

Picnic Table, W x96" D,Red

Shipping 6

Tax

\$450.00

\$2,073.08

Order Summary

Subtotal (3 Items)

\$669.43

\$0.00

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SAVE FOR LATER

REMOVE

Total

\$672.20

\$2,523.08

Final Shipping & Tax calculated in checkout.

A Proceed to Checkout







SAVE FOR LATER

REMOVE

Item requires special delivery charges. A \$150.00 per item surcharge

will be applied.

Standard ground shipping only

Ships in 1 business day

Zoro #: G7425643

In Stock (1)

More Info

\$731.45

· Payment Options · Return Policy

· Shipping Information · Privacy & Security

Picnic Table,96" W x62" D,Blue Zoro #: G7425634 In Stock 🚯

Standard ground shipping only Ships in 1 business day

Item requires special delivery charges. A \$150.00 per item surcharge will be applied. 6

SAVE FOR I ATER REMOVE

2737.53



City of Tonasket
P-P-885(P01)-1
4th Street Multimodal
Multiple Locations

STATE OF WASHINGTON TRANSPORTATION IMPROVEMENT BOARD AND City of Tonasket AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 4th Street Multimodal, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Tonasket, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 100.0000 percent of approved eligible project costs up to the amount of \$395,277, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 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.

7.0 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 under this Agreement.

8.0 GOVERNANCE & VENUE

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.

9.0 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, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



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

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 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.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries. death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 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 cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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.

Print Name			Pr	int Name	
Chief Executive Officer	Date		Executive Dire	ctor	Date
Lead Agency		rranspo	onadon imi	orovement	воаго
Lead Agency		Transp	ortotion Im	arayamant	Doord
Assistant Attorney General					
Guy Bowman					
Signature on file					
Ву:					
Approved as to Form Attorney General					

Agency Name

TONASKET

Project Name:

4th Street Multimodal Multiple Locations

TIB Project Number: P-P-885(P01)-1

Verify the information below and revise if necessary.

Email to: Your TIB Engineer

PROJECT SCHEDULE

Target Dates				
Construction Approval	Contract Bid Award	Contract Completion		
March 1, 2024	April 1,2024	August, 2024		

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
TONASKET	0	
WSDOT	0	395,277.00
Federal Funds	0	
TOTAL LOCAL FUNDS	0	

Signatures are required from two different agency officials. Email a signed copy of this form to your TIB Engineer.

Mayor or Public Works Director		
Signature	Date	
Printed or Typed Name	Title	
Financial Officer		
Signature	Date	
Printed or Typed Name	Title	

Alice Attwood

Subject:

Council Meeting

Location:

https://us02web.zoom.us/j/86520140572

Start: End:

Tue 3/28/2023 6:00 PM Tue 3/28/2023 9:00 PM

Recurrence:

(none)

Meeting Status:

Meeting organizer

Organizer:

Alice Attwood

Required Attendees:

Gay Seydlitz; 'Kurt Holland'; Alice Attwood

Optional Attendees:

René Maldonado

zmMeetingNum:

86520140572

Alice Attwood is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

https://us02web.zoom.us/j/86520140572

Meeting ID: 865 2014 0572

One tap mobile

- +12532050468,,86520140572# US
- +12532158782,,86520140572# US (Tacoma)

Dial by your location

- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US

Meeting ID: 865 2014 0572

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