

Tonasket City Council
Tuesday, July 11, 2023
6:00 pm

VIRTUAL ZOOM MEETING ID 823 3952 4883
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) Public Comment
- 7) Unfinished Business
 - a) Art Display Agreement with Okanogan Highlands Alliance **Action Item**
 - b) Council Position #5
- 8) Department Head Reports
 - Darren Johnson
 - Randy Taylor
 - Paul Budrow
 - Alice Attwood
- 9) Mayor/Council/Committee Reports
- 10) New Business
- 11) Miscellaneous and Correspondence
- 12) Consent Agenda: Minutes of the previous meeting, the June Payroll and the July Bills
Action Item
- 13) 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.

Tonasket City Council Memo
Tuesday, July 11, 2023
6:00 pm

VIRTUAL ZOOM MEETING ID 823 3952 4883
Phone Number 1-253-215-8782

TO: Mayor and City Councilmembers

FROM: City Clerk-Treasurer

Okanogan Highlands Alliance is ready to enter into an agreement for the art work display for City Hall. The agreement has been redone by OHA and will be sent to Mick for review. **Suggested Motion: I move to approve the art display agreement with Okanogan Highlands Alliance for art work to be placed on the City Hall Building and authorize the Mayor to sign the agreement.**

Matt Alexander's Council position #5 has been advertised to be filled due to it being vacant. We now know that he will not be leaving Tonasket until later this year. Not sure if we need to take action on this, however, I have two applications for the position and they should be contacted. I am looking for direction---do we keep the apps and review later?

DRAFT

Minutes of the Regular Meeting of the Tonasket City Council, June 27, 2023

Present: Mayor Maldonado, Councilmembers McMillan, Hill, Alexander, and Levine (zoom).

Staff: Attwood, Pilkinton, Johnson, and Danison (zoom).

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

Roll Call was taken. Weddle was not present.

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

Public Comment (Agenda Items) None.

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

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

Public Comment

- **Phil Christy with Green Okanogan:** The water situation is fixed!
- **Nancy Arasmith:** Hasn't heard back from the Cemetery Board yet on her issue from the last meeting.

Public Hearing on the Six Year Transportation Improvement Program:

Mayor Maldonado opened the public hearing at 6:05 pm. Planner Danison took over the hearing and explained the program again and asked the Council for a final Resolution.

Motion to approve Resolution 2023-08 adoption of the Six Year Transportation Improvement Program for the ensuing calendar years 2024-2029. M/Levine, S/McMillan. Carried 4:0.

The hearing closed at 6:09 pm.

Unfinished Business

- **Councilmember Hill:** Inquired on the Kiosk and TranGo.

Mayor/ Council/ Committee Reports

Levine

- Thank you to the Councilmembers for approving the Six Year Transportation Improvement Program.
- Currently in Houston Texas for a drug court conference.
- Must sign out of the meeting early. (6:20 pm)

Alexander None.

Hill

- Complements to Austin on weed spraying at the Airport.
- Inquired about BBQ assignments.
- Need better coordination with Chamber and WSDOT with the parades.

McMillan

- Went to the breakfast and steak feed at the Father's Day Fly-In.

Mayor Maldonado

- There are 2 individuals panhandling in Tonasket. They have been offered jobs and gas and food but refuse. They just want money, it's their job.

New Business

Motion to approve the Interlocal Agreement with Okanogan County for the Solid Waste Disposal System and authorize the Mayor to sign the agreement. M/Hill, S/McMillan. Carried 3:0.

Motion to approve Resolution 2023-09 amending the 2023 fee schedule. M/McMillan, S/Hill. Carried 3:0.

DRAFT

Motion to approve the Maintenance Agreement with WSDOT for paint striping according to Exhibit A of the document. M/McMillan, S/Hill. Carried 3:0.

Miscellaneous and Correspondence-

- City Community Appreciation BBQ, July 15 1:00 pm - 6:00 pm.
- Councilmember Alexander will stay as long as he can on Council. There have been no applicants yet.
- Fireworks will be allowed only at Chief Tonasket Park until 11:00 pm on the 4th of July.

There being no further business the meeting was adjourned at 6:34 pm.

Joël Pilkinton, Deputy Clerk-Treasurer

City of Tonasket

Art Display Policy

PURPOSE

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

POLICY

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

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

LOCATIONS

City-owned property pertains to City Parks, other suitable right of way areas, and the exterior and interior walls of City-owned buildings.

GUIDELINES

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

SCOPE OF WORK

Installation

- Applicant must secure City Property Art Display Agreement. An initial conversation with City staff about the proposed project is recommended prior to filling out the agreement.
- The City must review and approve any proposed artwork.
- The City must guide or conduct preparatory repair work to art site and approve condition of art site prior to art installation.

- The City must guide and approve installation methods prior to art installation.
- The City must ensure a clear access path to work area and adequate space, free of obstacles and/or hindrances during art installation.
- The Applicant must create and install artwork using materials and methods agreed upon by the City.
- The Applicant must install artwork closely resembling the design which has been agreed upon by the City. It is understood and agreed that the art will be created according to the style and intent of the design. The design may be modified as needed to ensure the most accurate rendition of the artwork as intended by the original design.
- The artwork will be completed on a mutually agreed-upon schedule. All parties will make every effort to honor and meet any deadlines that are set. It is agreed, however, that any deadline is an estimate and is subject to weather conditions and other delays. The Applicant will immediately notify the City of any delay that is occurring or anticipated.
- A small logo of the organization(s) installing the artwork may be included, provided the logo and its proposed placement is shown on the design submitted with the application materials.

Maintenance

- If artwork is tagged with graffiti or damaged within the life of the Art Display Agreement, the City will contact the Applicant to arrange for repair. The Applicant will make needed repairs as soon as reasonably possible.
- If, at any time during the life of the Art Display Agreement, the City determines the artwork is a safety hazard, is too large, interferes with the flow of pedestrian or vehicular traffic, creates a maintenance problem, interferes with public service or other activities in adjacent areas or is otherwise inappropriate for the space, The City will communicate with the Applicant to resolve the situation through repair or modification or, as a last resort, allow the Applicant to remove the artwork as soon as is reasonably possible.

To Obtain a City Art Display Agreement

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

CITY PROPERTY ART DISPLAY AGREEMENT

This Agreement is made between the City of Tonasket ("City"), and Applicants: Okanogan Highlands Alliance who are interested in displaying artwork on city property and agree to comply with the policies and procedures outlined in the City's "City Property Art Display Policy".

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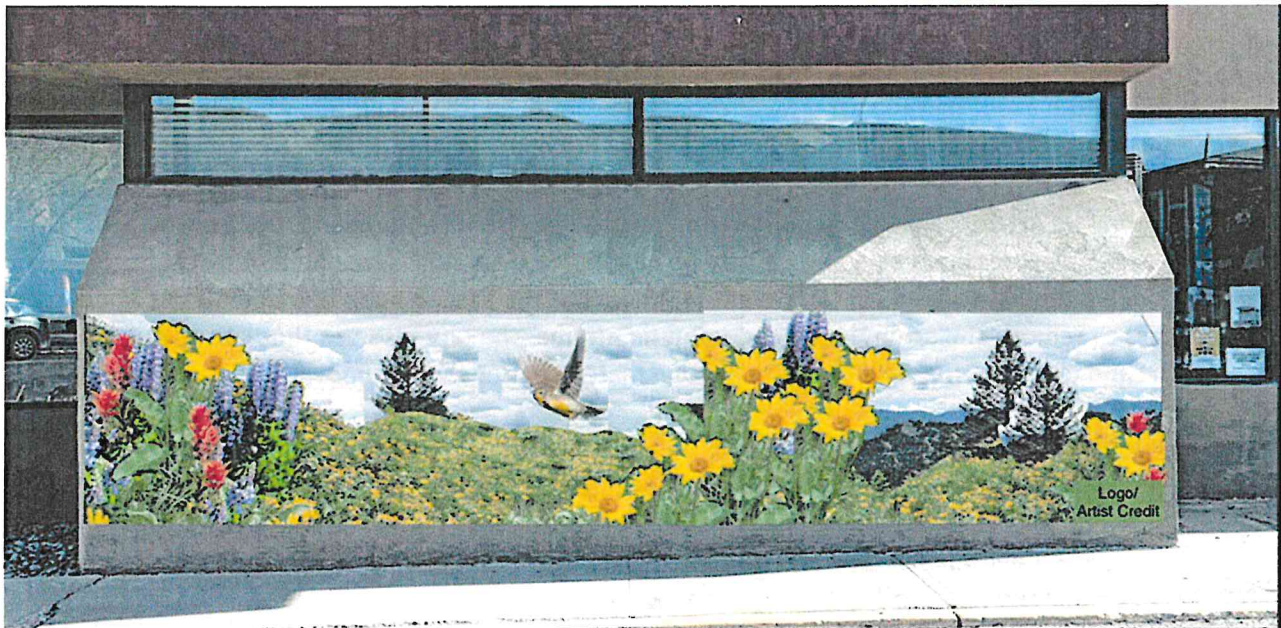
NOW THEREFORE, the parties agree as follows:

1. **General.** The Artwork must be suitable for display to a diverse audience including children. The City will not allow displays that contain profanity, nudity, graphic depictions of violence or any artwork that would create a hostile work environment for employees. No religious or political artwork is allowed. The City will have the final decision on whether or not the artwork adequately meets these requirements.
2. **Installation.** The Applicants will consult with the City to ensure safe installation of the art. The City will have the final decision on whether or not the artwork adequately meets the City's requirements. The City reserves the right to refuse to allow installation if the City believes it creates a potential hazard to the property, tenants, or visitors.
3. **Maintenance.** In the event that maintenance or repair of the artwork is necessary during the life of the Art Display Agreement, the Applicants shall repair the Artwork as soon as reasonably possible after being notified by the City.
4. **Removal.** The City reserves the right to require removal of the artwork if the City believes it creates a hazard to the property, tenants or visitors. In the event that removal is necessary, the Applicants will remove the artwork as soon as is reasonably possible after being notified by the City. In the event that the agreement cannot be continued, the Applicants will take possession of the artwork at no cost to the Artists, the Service Providers or the City.
5. **Term.** The Artwork shall be permitted on City property from September 1, 2024 until August 31, 2034. An extension of exhibit time may be negotiated by mutual agreement. Applicant agrees to remove the Artwork within forty-eight (48) hours of the agreed upon end date. If the Applicant fails to remove the art in the agreed upon timeframe, the City reserves the right to remove the art and to charge the Applicant for time and materials used in the removal.
6. **Indemnification.**
 - a. The Applicants understand that the Artwork will be displayed on public property and that the City does not assume responsibility or liability for Artwork exhibited on City property. The Applicants hereby release the City and waives any claims against the City, its elected and appointed officials, employees or agents related to the City's failure to safeguard, protect or maintain the Artwork.
 - b. The City of Tonasket shall indemnify, defend and hold Applicants harmless from any and all suits, costs, damages or proceedings, including, but not limited to, Service Provider services, pertaining to any and all litigation in which the City of Tonasket is a party. City of Tonasket shall pay all expenses incurred by Service Providers including, but not limited to,

all attorneys' fees, costs and expenses incurred should Service Providers be named a party in any litigation to which Property Owner is a party.

- c. Applicants agree to hold harmless, indemnify and defend the City, its officers, agents and employees from any and all claims, losses or liability for injury to persons and/or damage to property arising out of any willful misconduct, negligent act, error or omission of the Applicant, its agents, sub-consultants or employees in connection with the services required by this Agreement, unless such injury or damages results from the sole negligence of the City, its officers, agents or employees.
 - d. City of Tonasket shall further indemnify and hold harmless Applicants and its agents, officers and directors from liability for any and all claims, costs, suits and damages, including attorneys' fees arising directly or indirectly out of or in connection with the operation of the City of Tonasket, and from liability for injuries suffered by any person relating to the City of Tonasket.
1. Transfer of Assignment. Permission to display the Artwork is personal to the Applicant or Organization and cannot be assigned or transferred without prior written agreement of the City.
 2. General Provisions. This Agreement represents the entire agreement between the Parties. Agreement may be amended by mutual agreement in writing.
 3. Termination. This Agreement may be terminated for convenience and without cause by either party upon thirty (30) days written notice.
 4. Description of Artwork

Tile mosaic depicting wildflowers and other plants and animals characteristic of the Okanogan, see concept illustrated below. The mosaic will consist of 3 panels, each framed in metal.



APPLICANT: Contact: Jen Weddle and Sarah Kliegman (Okanogan Highlands Alliance)

ORGANIZATION (if applicable): Okanogan Highlands Alliance

Address: Okanogan Highlands Alliance PO Box 163

City/State/Zip: Tonasket, WA 98855

E-Mail: ed@okanoganhIGHLANDS.org Phone: 509-429-4399 (Jen Weddle)

Dated this _____ day of _____, 2022.

APPLICANT

By: _____

Applicant or Organization Representative

CITY OF TONASKET a municipal corporation

By: _____

Approved as to Form:

By: Preapproved Form

Michael D. Howe, City Attorney

Alice Attwood

Subject: Council Meeting
Location: <https://us02web.zoom.us/j/82339524883>
Start: Tue 7/11/2023 6:00 PM
End: Tue 7/11/2023 9:00 PM
Recurrence: (none)
Meeting Status: Meeting organizer
zmMeetingNum: 82339524883

Alice Attwood is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/82339524883>

Meeting ID: 823 3952 4883

One tap mobile

+12532158782,,82339524883# US (Tacoma)

+12532050468,,82339524883# US

Dial by your location

- +1 253 215 8782 US (Tacoma)
- +1 253 205 0468 US
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US
- +1 346 248 7799 US (Houston)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 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)

Meeting ID: 823 3952 4883