

Tonasket City Council Agenda
Tuesday, November 28, 2023
6:00 pm

VIRTUAL ZOOM MEETING ID 828 8874 7048
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) Mary Lou Kriner/Chamber of Commerce
- 9) Executive Session
- 10) Unfinished Business
 - a) Recommendation regarding Proposed Library Contract **Action Item**
- 11) Mayor/Council/Committee Reports
- 12) New Business
 - a) Ordinance #845, setting the Tax Levy for 2023 **Action Item**
 - b) Approval of Union Agreement for the years 2024, 2025 and 2026 **Action Item**
 - c) Resolution 2023-12 Airport Land Lease w/ Kristi Krieg **Action Item**
- 13) Miscellaneous and Correspondence
- 14) Adjournment

Minutes of the Regular Meeting of the Tonasket City Council, November 14, 2023

DRAFT

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

Staff: Attwood, Pilkinton, 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 (agenda items): None

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

Public Comment: None

Barbara Walters, NCW Library Executive Director: The proposed new Library contract has changed the square foot usage of the building from 4727 to 2145, cutting out the council room. The library has asked the city to set a fixed rate or charge on a per use basis for use of the council room. Most other cities charge what is in their fee schedule for everyone. This will go to committee for a recommendation for the next Council meeting. NCW will be receiving grant dollars for remodeling the interior of the library, starting in 2025. The bookmobiles are being discontinued because of lack of use.

Levine entered at 6:11 pm.

Public Hearing: Mayor Maldonado opened the Final Budget Public Hearing at 6:20 pm. Clerk-Treasurer Attwood asked for direction on some of the budget item requests. The Council went through the list discussing and giving direction. The hearing closed at 6:47 pm.

Kurt Danison Report: Kurt Holland presented the Perfect Passage Project for the .09 Infrastructure Funds and Councilmember Levine presented the South Access, South Annexation, and Municipal Building Projects. Been working on the South Access since 1991 so it is 1st on the priority list. Planning Commission may meet next week. They will be reviewing food vendors, nightly rentals and large animals in certain zones and setting a public hearing. They are also working on the Comp Plan and hope to have it finalized by next year. Floodplain is done and Shoreline has been sent out.

Unfinished Business:

Motion to adopt Ordinance #845, fixing the amount to be raised by Ad Valorem taxes upon all taxable property, both real and personal within the City of Tonasket for the year 2024 for the Current Expense and City Street Funds. M/Weddle, S/Levine. Discussion. Failed 2/2.

Library Agreement tabled until next meeting.

Department Head Reports:

Johnson

- Picking up leaves and brush
- Cleaning storm drains
- Fixing up the trucks and sweeper
- Vacations

Taylor

- 1 commercial and 1 residential permit issued
- Leaves pushed into the street, taken care of
- 2 RV's on State St, owners remodeling home, temporary
- 2 inspections scheduled next week

Sheriff Budrow

- Working on budget
- Suggestion Tonasket look at getting 4 flock cameras, initial cost then \$12,000 a year

Attwood

- Gave her time to Kurt Holland

DRAFT

Holland

- Going out for bid on the Perfect Passage by the end of the year
- Perfect Passage construction is April 8 – mid September
- The 4th Street sidewalk looks great

Mayor/ Council/ Committee Reports:

Levine

- IACC; learned a lot, there are a lot of projects and funding, networking, Cle Elum got an award for their street project
- OCOG meeting; short, not a lot to discuss
- The presentations went great, next year would like to score them for prioritization

McMillan

- Had the budget workshop
- Tentative agreement with the Union

Hill

- Alone on Cemetery and Airport committees now
- Would like IACC highlights
- Winterfest is December 1st & 2nd, parade is Saturday at 5:00
- Legion Kids, 12 and under, Christmas Party is looking for gift donations
- Quilts of Valor group has awarded 8 quilts, Raffel is December 2nd at 3:00
- 4th Street looks nice, it's much narrower

Weddle

- Her and Levine are looking into parking code
- IACC; 10 pages of notes, great use of time and money, networking, understanding the shortage of operators
- Working on budget
- 4th Street Project is beautiful, having to remind students there's a sidewalk now
- Thank you to Kurt Holland and Tegan Levine for presenting

Mayor Maldonado

- IACC; high level overview of what has to come together to make things happen in a city
- Kurt Holland's wife was wonderful!
- Hung out with Darren Johnson

New Business:

Motion to approve Resolution 2023-11 the fee schedule for 2024. M/Weddle, S/Levine. Carried 4:0.

Motion to amend the Airport Site Plan to make the portion of the Airport that used to be a mobile home sight into a hangar site. M/Levine, S/McMillan. Discussion. Carried 4:0.

Mayor read the resignation letter from Councilmember Alexander.

Miscellaneous and Correspondence: None.

Motion to approve the Consent Agenda: Minutes of the previous meeting 10/10/23, Budget Workshop 10/18/23 minutes, Special meeting 10/23/23 minutes, October Payroll \$53,631.21 (12676- 12691& Direct deposit 10-31-23) and November Bills \$219,714.68 (12675, 12692- 12734 & EFT 1-4). M/Levine, S/Weddle. Carried 4:0.

There being no further business the meeting was declared adjourned at 8:15 pm.

Joël Pilkinton, Deputy Clerk- Treasurer

Council Memo
Tuesday, November 28, 2023
6:00 pm

VIRTUAL ZOOM MEETING ID 828 8874 7048
Phone Number 1-253-205-0468

TO: Mayor and City Councilmembers

FROM: City Clerk-Treasurer

Mary Lou Kriner has asked to be on the agenda.

Ordinance #845 is on the agenda again. I need to send a completed/passed ordinance to the County before the end of November. This ordinance has been changed to a zero increase and a zero percentage. **Suggested Motion: I move to adopt ordinance #845 which sets the tax levy for 2024.**

The Union agreement is attached for your review. The Committee has met with the Union representatives and have arrived at the attached agreement after negotiating. **Suggested Motion: I move to approve the Teamsters Local No. 760 Labor Agreement by and Between the City of Tonasket, Washington and Teamsters Local Union No 760, January 1, 2024 through December 31, 2026.**

Resolution 2023-12 is an Airport Land Lease agreement with Kristi Krieg. **Suggested Motion: I move to approve Resolution 2023-12 an Airport Land Lease Agreement with Kristi Krieg.**

ORDINANCE NO. 845

**AN ORDINANCE OF THE CITY OF TONASKET, WASHINGTON
FIXING THE AMOUNT TO BE RAISED BY AD-VALOREM TAXES
UPON ALL TAXABLE PROPERTY, BOTH REAL AND PERSONAL,
WITHIN THE CITY OF TONASKET FOR THE YEAR 2024 FOR THE
CURRENT EXPENSE AND THE CITY STREET FUNDS.**

WHEREAS, the City Council of the City of Tonasket has met and considered its budget for the calendar year 2024; and

WHEREAS, the City's actual levy amount from the previous year (2023) was \$163,302.69 and,

WHEREAS, the population of the city is less than 10,000; and,

NOW THEREFORE, the City Council of the City of Tonasket do ordain as follows:

Section 1. The City Council of the City of Tonasket hereby authorizes an increase in the regular property tax levy to be collected in the 2024 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$0 which is a percentage increase of 0% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

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

**PASSED AND APPROVED BY THE CITY COUNCIL this _____ day
of _____, 2023.**

APPROVED:

René Maldonado, Mayor

ATTEST:

Alice J. Attwood, Clerk-Treasurer

APPROVED:

Michael D. Howe, City Attorney

TEAMSTERS LOCAL No. 760

Labor Agreement

By and between

City of Tonasket, Washington

and

**TEAMSTERS LOCAL UNION NO. 760
REPRESENTING
CITY OF TONASKET EMPLOYEES**

January 1, 2024 through December 31, 2026

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This Agreement is entered into between the City of Tonasket, Washington, hereinafter referred to as the "Employer", and Teamsters Local Union No. 760, hereinafter referred to as the "Union" for the purpose of setting forth wages, hours and working conditions for Employees covered by the Agreement.

ARTICLE 1- DEFINITIONS

1.1 As used herein, the following terms are defined as follows

- A. "Employer" means the City of Tonasket.
- B. "Union" means Teamsters Local Union No. 760.
- C. "Employee" means year-round, regular full-time, regular part-time, and probationary Employees covered by the Collective Bargaining Agreement.
- D. Regular Full-Time Employee: Means any Employee who has completed their probationary period and who works a minimum of thirty-five hours (35) per week.
- E. Regular Part-Time Employee: Upon the hiring of any employee that may be subject to this Agreement, that does not fit the definition of Temporary/Seasonal or Regular Full-Time employee, the Union and the Employer will meet for the purpose of defining "Regular Part-Time Employee".
- F. Temporary/Seasonal Employee: Means an employee hired to perform work during a workload peak which is cyclic in nature, has an end in sight; or an employee hired to fill a short-term need that cannot be filled by existing bargaining unit members, such employment shall be limited to six (6) months unless extended by mutual agreement between the City and the Union.
- G. Probationary Employee: Means an Employee who has not completed their probationary period.
- H. Probationary Period (New Hires): Means an evaluation period of eight (8) months in which a newly hired Employee may be disciplined or discharged at the will of the City.

ARTICLE 2 – RECOGNITION

2.1 The Employer recognizes the Union as the exclusive bargaining representative for the Employees covered by the Bargaining Unit, including all Regular Part-Time, and Regular Full-Time Employees, but excluding all Article 1 (F) Temporary/Seasonal Employees.

ARTICLE 3 - UNION MEMBERSHIP

3.1 Employees of the Employer covered by this Agreement may, following the beginning of such employment join the Union.

3.2 The Union agrees to represent all Employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30)

calendar days' notice of any change in the dues structure and/or the initiation fee structure.

3.3 The Union and a non-member Employee may enter into an agreement to provide for a division of the costs incurred, should the Employee request the Union's assistance in pursuing a grievance on the Employee's behalf. If such Employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on their behalf, the Union is authorized to charge the Employee for the reasonable cost of using such procedure.

3.4 When the Employer hires a new Employee, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing giving the name, hire date, address, and classification of the Employee hired. The Employer will inform new, transferred, promoted, or demoted Employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will inform Employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

3.5 The Employer will provide the Union reasonable access to new Employees of the bargaining unit consistent with RCW 41.56.037.

3.6 The Union agrees to indemnify and hold harmless the Employer from any and all liability resulting from the dues and initiation fee check-off system.

ARTICLE 4 - D.R.I.V.E

4.1 The Employer agrees to deduct from the paycheck of all Employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing Employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the Employee earned a wage. The Employer shall transmit to:

National D.R.I.V.E.
P.O. Box 758637
Baltimore, MD 21275

Send on a monthly basis, in one check the total amount deducted along with the name of each Employee on whose behalf a deduction is made, the Employee's social security number and the amount deducted from the Employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which is prohibited by applicable law.

ARTICLE 5 - UNION BUSINESS

5.1 No Employee shall be discharged or discriminated against for upholding Union principles. The necessary time, during working hours, for the investigation and handling of grievances concerning wages, hours and working conditions shall be granted.

ARTICLE 6 - HOURS OF WORK

6.1 The normal workday shall consist of eight (8) or ten (10) hours work a day for the Public Works Department and seven (7) hours a day for the City Hall Staff.

6.2 The normal work week shall consist of five (5) consecutive eight (8) hour days, or four (4) ten (10) hour days in a week for the Public Works Department, and the normal work week for the City Hall staff will consist of five consecutive eight hour days.

6.3 The normal work week shall begin at 12:01 AM on Sunday and continue until midnight on the following Saturday and consist of forty (40) hours per week for the Public Works Department. ~~The normal work week for the City Hall staff shall be thirty-five (35) hours per week.~~

~~6.4 The City shall provide two (2) working weeks' notice in writing to the Employee and to the Union with any and all changes to the normal work schedule, inclusive of any changes in start or end times.~~

Prior to any schedule change from a 5-day, 8 hour schedule to a 4 day, 10 hour schedule (or vice versa), or *changing the start and end times, the City shall provide one (1) working week notice in writing to the Employee and to the Union with any and all changes to the normal work schedule, inclusive of any changes in start or end times.

***The City may only change the start and end times for the following and must be preceded with the 1 week notice:**

6.4.1 Non-Winter Operations- from April 1 to September 30 of each year the Public Works Department will work a four (4) ten (10) hour day schedule.

6.4.2 Winter Operations- From October 1 to March 31 of each year, the Public Works Department will work a five (5) day, eight (8) hour per day schedule.

6.5 In the event of an emergency, Supervisors may change scheduled hours and provide for special schedules to respond to unforeseen events that cannot otherwise be scheduled such as; significant amounts of snowfall in a short period of time, flooding, and other similar emergencies.

6.6 All hours in the service of the Employer, inclusive of travel time to and from training(s), and actual training hours, shall be included as time worked and paid at the appropriate straight time or overtime rate as applicable.

6.7 The Employer and Employee, with mutual written agreement between the City and the Union, may pursue other work schedules.

6.8 Employees will be allowed a break period on the Employer's time of fifteen (15) minutes mid-morning and fifteen (15) minutes mid-afternoon. Break periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period.

6.9 Employees will be allowed at least a 30-minute meal period, commencing no less than at least 2 hours into the shift and no more than 5 hours after the beginning of the shift, for the Public Works Department. City Hall staff will be allowed a one-hour meal period, which will be scheduled as appropriate on a rotating basis and as directed

by the City Clerk-Treasurer. Employees will be paid during their meal period if they are required to work the meal period.

ARTICLE 7 – OVERTIME

7.1 For purposes of this Agreement, "hours worked" shall include all compensated hours. All hours in the service of the Employer, inclusive of travel time to and from training(s), and actual training hours, shall be included as time worked and paid at the appropriate straight time or overtime rate as applicable.

7.2 **Public Works** Employees shall be paid one and one-half (1.5) times their Regular Basic Hourly Rate of Pay for all hours worked in excess of forty (40) hours in each seven (7) day work week.

~~7.3 City Hall staff shall be paid one and one-half (1.5) times their Regular Basic Hourly Rate of Pay for all hours worked in excess of thirty-five (35) hours in each seven (7) day work week.~~

7.4 Compensatory time. In lieu of overtime pay, Employees may request to take "comp time" off work receive compensatory time at the rate of one- and one-half hours. ~~Compensatory time is accrued at the rate of time and one-half. Compensatory time over forty (40) hours shall not be carried over from one calendar year to the next. The usage of compensatory time must be approved by the Supervisor. An Employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours worked. Approved comp time shall accrue at the rate of one and one-half (1.5) hours for each hour worked for which overtime compensation is required as set forth above. Comp time off must be scheduled with the approval of the Department Head; provided however that the Employee shall be permitted to use such time within a reasonable period after making the request unless such time off would unduly disrupt the operation of the Employee's department.~~

CLEAN 7.4

Compensatory time. In lieu of overtime pay, Employees may request to receive compensatory time at the rate of one- and one-half hours. Compensatory time over forty (40) hours shall not be carried over from one calendar year to the next. An Employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours worked. Comp time off must be scheduled with the approval of the Department Head; provided however that the Employee shall be permitted to use such time within a reasonable period after making the request unless such time off would unduly disrupt the operation of the Employee's department.

~~7.5 An Employee who has left work and is called back to work after completion of the regular day's shift shall be paid a minimum of two (2) hours at the appropriate rate of pay.~~

7.5 Callback/Callout. An Employee who has left work and is called back to work after completion of the regular day's shift, or is called out prior to the regular starting time of the shift, shall be paid a minimum of two (2) hours at the one and one half (1 ½) rate of pay.

7.6 Weekend Duty. Weekend Duty shall be rotated amongst the entire Public Works department, including the Superintendent. The schedule of rotation will be maintained in such a manner as to equitably distribute the observations of holidays and three-day weekends amongst all the employees who are part of the rotation from one year to the next. Additionally, the Superintendent may direct adjustments to the schedule as necessary to ensure operational efficiency and coverage. Weekend duty shall consist of someone (including the superintendent) checking out the water and sewer systems on Saturday and Sunday of each week, and on holidays. The person on weekend duty will be paid ~~twenty-five dollars (\$25.00)~~ **fifty dollars (\$50.00)** per day and then two (2) hours at the Employee's overtime rate of pay for the Employee performing the weekend duty. When an Employee is on weekend duty, the Employee will be available for work and in the general area, provided the Employee is free to undertake personal activities during the weekend or holiday.

~~(including holidays). The Public Works Department City Superintendent, at his own discretion and scheduling, will determine who will be responsible for weekend duty. Weekend duty shall consist of someone (including the superintendent) checking out the water and sewer systems on Saturday and Sunday of each week, and on holidays. The person on weekend duty will be paid twenty-five dollars (\$25.00) per day and then two (2) hours at the Employee's overtime rate of pay for the Employee performing the weekend duty. When an Employee is on weekend duty, the Employee will be available for work and in the general area, provided the Employee is free to undertake personal activities during the weekend or holiday.~~

ARTICLE 8 - LAYOFF AND REHIRE

8.1 In case of a layoff, the Employee with the least amount of continuous service with the Employer shall be laid off first, subject to qualifications required by any position(s).

8.2 In case of a rehire within twelve (12) months, the Employee with the most continuous service with the Employer will be rehired first.

ARTICLE 9 – HOLIDAYS

9.1 The following days shall be considered as paid holidays:

| | |
|--|----------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Birthday | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |
| Juneteenth (June 19th) | Christmas Day |
| Independence Day | Day after Christmas Day |

One (1) Floating Holiday

9.2 When a holiday occurs on a Monday through Friday, the city observes the date of the occurrence as the holiday. If the holiday falls on a Sunday, the following Monday shall be observed as a holiday. If a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

9.3 All regular and probationary employees shall be paid for holidays observed as they occur. A regular, fulltime or probationary employee who does not work on the day a holiday is observed, shall receive their hours pay at the employee's regular straight time rate.

9.4 If the holiday falls during an employee's vacation, the employee will be paid for the holiday and the holiday absence will not be charged against the employee's accrued basis. Holidays are not paid or accumulated while an employee is on a leave of absence.

9.5 Whenever the City's operational needs require employees to work on a holiday, insofar as practical, holiday work shall be divided equally among eligible employees. Full time regular and probationary employees who are scheduled or required to work on the day a holiday is observed will receive time and one-half regular pay.

9.6 An employee may select one (1) floating holiday during each calendar year, provided that the employee has been continuously employed by the City for at least one year. The City Hall staff, and the Public Works Department may choose the same day as their floating holiday, or it may be done individually.

9.7 Final authority for approving or disapproving holiday request shall rest with the department head, based on operational needs. Any disapproval shall be communicated as soon as possible to the employee involved by so indicating on the leave request form.

ARTICLE - 10 VACATIONS

10.1 Each Regular Full-Time Employee is entitled to vacation leave as follows:

| <u>Years Months of Employment</u> | <u>Vacation Hours Earned</u> |
|-----------------------------------|------------------------------|
| 0-12 months | 8 hours/month |
| 13- 24 months | 9 hours/month |
| 25- 48 months | 10 hours/month |
| 49 – 84 months | 12 hours/month |
| 85 – 120 months | 14 hours/month |
| 121 – 156 months | 16 hours/month |
| 157+ | 19 hours/month |

10.2 Accrued leave may be scheduled and used at the completion of the probationary period.

10.3 Vacation leave shall be taken at a time that is approved by the department head and that will not interfere unreasonably with the operation of the department; provided that the department head must allow an Employee to take vacation leave which would otherwise be forfeited by virtue of the accumulation beyond the allowable maximum. An Employee required to work on his/her regular day off will be granted another day off of their choosing.

10.4 No leave may be carried past the end of the calendar year except for the following:

10.4.1 The maximum number of vacation hours which may be carried over from December 31 of one year to January 1 of the next year is two hundred forty (240) hours. All vacation hours in excess of two hundred forty (240) hours will be paid out in the first pay period in December. In cases where City operations have made it impractical for an Employee to use vacation time, the Supervisor, with the approval of the Mayor, may authorize additional accruals. Employees will be paid for unused vacation time upon separation of employment.

10.4.2 When an Employee is transferred to another position, any unused vacation is retained for his use.

ARTICLE 11- SICK & FAMILY

11.1 Intent. It is the intent of both parties to this Agreement to be in full compliance with all of RCW 49.46.200, RCW 49.46.210 as presently exist or hereafter modified, if not exceeded.

11.2 Accrual. Employees working a forty (40) hour workweek shall receive eight (8) hours per month. Employees working a thirty-five (35) hour workweek shall receive seven (7) hours per month. Employees shall become eligible for sick leave after ninety (90) days full-time employment, at which time the Employee will be credited with three (3) days of sick leave. Any such leave accrued which is unused in any year shall be accumulated for succeeding years for all regular full-time employees up to a maximum of one hundred and twenty (120) days (960 hours for 8-hour workday employees, 840 for 7 hour work day employees. Sick leave may only be used as it is accrued at the time of usage.

11.3 Usage. Employees may use their accrued, unused paid sick leave hours to care for themselves or a family member (as Family Member defined by Article 11.5) for:

11.3.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the Employee's need for medical diagnosis, care, or treatment of a mental, or physical illnesses, injury, or health condition, or an Employee's need for preventative medical care.

11.3.2. When an Employee's place of business has been closed by order of a public official for any health-related reason, or when an Employee's child's school or place of care has been closed for such a reason.

11.3.3 Doctor calls and/or visits to a health care provider with prior notice to supervisor.

11.3.4 Employer may exercise discretion on any other usage of sick leave on a non-precedent setting basis.

11.4 At the Employee's option vacation leave may be used as sick leave. Sick leave may not be used as vacation leave.

11.5 Family Member Defined.

- a. A child: including a biological, adopted, or foster child, stepchild, or a child to whom the Employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status,
- b. A parent; including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an Employee or the Employee's spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child.
- c. A spouse;
- d. A registered domestic partner;
- e. A grandparent;
- f. A grandchild;
- g. A sibling;
- h. All in-law relations of the same

11.6 Reasonable Notice/Verification for the Use of Paid Sick Leave.

11.6.1 Employees must provide reasonable notice of an absence from work for the use of paid sick leave for reason stated in Article 11.3.

11.6.2 For absences exceeding three (3) consecutive days, the Employer may require verification that the Employee's use of paid sick leave is for an authorized purpose. If the Employer requires verification, verification must be provided to the Employer within a reasonable time period during or after the leave (subject to WAC 296-128-660 and subsections).

11.6.3 If an Employee's absence is foreseeable, the Employee must provide notice to the direct supervisor as early as practicable, before the first day paid sick leave is used.

11.7 Increments of Use. Sick leave may be used in the same increments in which the Employer compensates for overtime, which is in one half (1/2) hour increments.

11.8 Upon giving written notice, Employees with ten (10) or more years employment with the City shall upon their retirement be paid a quarter (1/4) of all accumulated sick leave to a maximum of two hundred forty (240) hours.

11.9 Effective 1/1/21 and thereafter, Sick leave hours accumulated beyond 960 hours shall be converted at 1/4 the Employee's regular hourly rate and deposited into the Employees VEBA account on an annual basis.

11.10 In the event of death of an Employee the City shall pay 50% of the accumulated sick leave to the Employee's estate.

11.11 Shared Leave. Employees may continue to utilize the existing shared leave policy in its present form as enacted with City resolution 2005-17.

11.12 State Industrial Leave. Disability leave for an on-the-job injury shall be granted during the period an Employee is disabled and unable to work, in accordance with state law. The leave shall be for up to twelve (12) months from the date of initial absence due to a covered illness or injury unless agreed to otherwise by the employer.

11.12.1 For a period of absence from work due to injury or occupational disease resulting from City employment, the Employee shall file an application for Industrial Insurance Compensation in accordance with State Law. Claims shall be filed as designated by the City.

11.12.2 The Employee may elect to have the City take leave from the Employee's available leave, to make up the difference between the worker compensation payment and the employee's regular rate of pay.

11.12.3 Should any Employee apply for time loss compensation and the claim is then or later denied, sick leave and vacation leave may be used for the absence in accordance with other provisions of this rule.

11.13 FAMILY AND MEDICAL LEAVE PROGRAM: In compliance with Chapter 50A.04 RCW, WAC Sections 192-520-010, and all other statutory provisions, the Employer agrees to remit payment for the Employer and Employee portion of the premiums for this program, retroactively, from January 1, 2019 and continuing through the life of this Agreement. Upon ratification, all existing Employees will be eligible for use of this benefit effective January 1, 2020, provided the requisite hours have been met in the prior year.

The use of the Family and Medical Leave Program is not contingent upon the usage of any other leaves or the exhaustion of any other leave but may be used by the Employee in conjunction with sick leave or vacation leave, to supplement any loss of pay or to provide additional time as may be needed.

11.14 Beginning on January 1, 2021, Employees shall be provided with ten (10) days of supplemental sick leave per calendar year for COVID-19 related illness or quarantine. In order to use this supplemental leave, an Employee must provide the Employer with documentation from a medical provider or authorized testing site and/or entity demonstrating that the Employee has tested positive for COVID-19. Evidence that an Employee tested positive for COVID-19 using an "at home" test shall not be sufficient to allow an Employee to utilize the supplemental sick leave provided for in this section. The supplemental sick leave provided for under this section shall not carry over from one year to the next, and any unused supplemental sick leave shall expire at the end of a given calendar year.

11.14.1 The supplemental sick leave provided for in section 11.14 shall automatically terminate and expire upon the withdrawal, expiration, invalidation, termination, or cessation for any other reason of Proclamation No. 20-05 issued by the Governor of the State of Washington, or a court order, that has the effect of removing or excluding Okanogan County from the list of the counties in Washington State where a State of Emergency due to COVID-19 is proclaimed to exist.

ARTICLE 12 - CIVIL LEAVE, MILITARY LEAVE, BEREAVEMENT LEAVE AND LEAVE OF ABSENCE

12.1 Civil Leave, Volunteer Leave (emergency services), shall follow City Policy as presently exists.

12.2 Bereavement Leave: Bereavement leave may be taken in the event of the death in the immediate family of the Employee. Paid Bereavement Leave for such reason shall be limited to three (3) days in any one instance. "Immediate family" is defined by Article 11.5. Additional time needed may be utilized by paid sick leave or vacation leave at the Employees discretion. Supervisor may take into consideration special circumstances, on a case-by-case basis, to expand the inclusion of who may be included under "immediate family." Supervisor discretion in making such determinations will not be subject to the grievance procedure.

ARTICLE 13 – UNIFORMS

13.1 Where uniforms are required, they shall be furnished and maintained by the Employer. The City shall supply the following upon hire:

| ITEM/Description | Quantity |
|---|-----------------------------------|
| Coat- high visibility, insulated, cold-weather,with City identification | 1 |
| Sweatshirt- high visibility sweatshirt | 3 |
| Shirt- long sleeve and short sleeve, w/City ID | 6 |
| Hat/cap | 2 |
| Safety vest | 1 |
| Coveralls/Aprons | -as currently supplied and needed |
| Safety glasses | -as needed |
| Hardhat | -w/City ID 1 |
| Gloves- leather and rubber | -as needed |
| Rubber boots- | -as needed |

All other normal and routine protective equipment shall be provided when needed as well as any specialized equipment needed for work that is not routine in nature.

13.2 For Public Works employees only, the City shall provide a boot allowance of one hundred fifty dollars per year (\$150.00), to be paid in the first payroll period of February of each contract year.

ARTICLE 14 - PREVAILING RIGHTS

14.1 The Parties agree that any and all wages, hours, and other terms and conditions of employment not covered by this Agreement shall be maintained in accordance with

the City's Personnel Policies and/or City Ordinances in effect prior to the signing of this Agreement.

14.2 The scope of work for Employees covered by this agreement shall be limited to duties normally performed by the Public Works Department and the City Clerk's Office and shall not include any law enforcement or parking enforcement.

ARTICLE 15 - HEALTH AND WELFARE

15.1 Coverage. The City shall provide the same plan of coverage as preexisted this Agreement, continuing the AWC 250 Plan for all full-time regular Employees. The City shall pay the full costs associated with the premiums for medical, dental, and vision for each Employee, for the life of the Agreement. Any employee participating in the high deductible plan shall have the same total premium amount (non-high deductible) available to them, with that amount put into the health saving account (HSA) of the employee.

15.1.1. For Contract years 2025 and 2026, the parties agree to open Article 15 Health and Welfare for the purpose of discussing and/or implementing a full-family coverage plan. The Parties agree to meet no later than 9/1/2024 and 9/1/2025 (9/1/2025 date would not be needed if the parties reach agreement on a full-family plan in 2024) for this purpose.

15.2 The City shall create a Voluntary Employee Benefit Account ("VEBA") account for all full-time Employees. The City will contribute to each Employee's VEBA account the sum of twenty-five dollars (\$25.00) per month for full-time Employees.

15.3 **For the life of the Agreement,** The Employer shall make payment for annual membership in Life Flight Network on behalf of each employee. ~~in the amount of fifty-nine dollars (\$59.00).~~

~~15.4 Effective beginning 1/1/22, the Employer shall contribute a limited amount of the funding it received from the American Rescue Act for a one-time deposit into each employee's VEBA account for the maximum sum of five hundred dollars (\$500.00).~~

ARTICLE 16 - MANAGEMENT RIGHTS

16.1 All of the core management rights shall remain in the exclusive control of the City. It is expressly agreed by the parties that such core management rights, powers, authority, and functions shall be exercised by the City without having to bargain about the decision nor about the effects of such decisions. Examples of such exclusive core management rights are as follows:

16.1.1 The right to full and exclusive control, management, and operation of Public Works Department and City Hall functions.

16.1.2 The right to determine the scope of activities and services.

16.1.3 The right to determine the business to be transacted.

16.1.4 The right to determine the work to be performed, the hours of work and work schedules, as well as the methods for efficient and productive performance of such work.

16.1.5 The right to determine the equipment to be used for any and all services.

16.1.6 The right to determine the number of employees per classification needed to perform services and work.

16.1.7 The right to determine the processes and procedures to be used to carry out the work.

16.1.8 The right to fix the standards for work to be performed.

16.1.9 The right to hire, select and train employees the way the City deems best for the organization.

16.1.10 The right to discipline employees by oral reprimand, written, reprimand, suspension without pay and discharge for just cause.

16.1.11 The right to assign employees to work sites, work locations and assignments.

16.1.12 The right to promote, demote, retire and transfer employees.

16.1.13 The right to determine the budget.

16.1.14 The right to mandate reasonable overtime when the City determines it is necessary to provide services.

16.1.15 The right to lay off employees when the City determines such action to be necessary.

16.1.16 As indicated in Article 6.5, the right to determine what constitutes an emergency and to determine any and all actions necessary to provide services during such an emergency.

16.2 The City and the Union agree that the above statement of management rights is for illustrative purposes and shall not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

16.3 In matters not covered specifically and expressly within the Agreement, the City shall have the full and unlimited right to make decisions in such areas, and such decisions shall not be subject to the grievance procedure nor to any court or agency of competent jurisdiction.

16.4 Past Practices: If the City chooses to change past practice, the City shall provide ten (10) working days notification, except in the event of an emergency (in which case practical notice is advised), to the Union and shall provide the Union with an opportunity to negotiate the City's proposed change to past practice. The notification and opportunity to negotiate shall not impede nor adversely affect the City's right to implement change(s) to past practice(s). The notification to the Union will contain a proposed date for negotiation of the change with the Union as well as the approximate date for implementation of the City's change to past practice(s).

ARTICLE 17- DISCIPLINE

17.1 Employee Discipline. The City agrees that an allegation of arbitrary or capricious application of its disciplinary rules and regulations shall be subject to the grievance procedure. The City agrees that disciplinary action will be imposed within ten (10) working days of the violation or knowledge of the violation, whichever is longer, of the City's disciplinary rules and regulations. In the event an incident leading to potential discipline requires an extended investigation, the City will so notify the Employee in writing. The City specifically reserves the right to make all disciplinary decisions provided that it shall not do so in an arbitrary or capricious manner. It is the Employee's responsibility to notify the Union of any potential or actual discipline and the need for an extended investigation time.

17.2 Corrective Discipline. The City agrees with the tenets of progressive and corrective discipline, where appropriate. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act of misconduct unless new facts or circumstances become known.

17.3 Disciplinary Records. Copies of all records of disciplinary action shall be provided to the Employee.

17.4 Reservation of Rights. The City specifically reserves the right to make all disciplinary decisions provided that those decisions shall be based on Just Cause standards. In the event an Employee files a grievance over whether the City had just cause to impose a particular disciplinary action, in resolving that dispute, an arbitrator shall be limited to considering whether: 1) Was the Employee adequately warned of the consequences of his conduct?; 2) Was the employer's rule or order reasonably related to efficient and safe operations?; 3) the City, before administering the particular disciplinary action, made a reasonable effort to investigate and discover whether the Employee did, in fact, violate any City policy, rule or regulation; 4) Was the investigation fair and objective?; 5) Did the investigation produce substantial evidence or proof of guilt?; 6) Were the rules, orders, and penalties applied evenhandedly and without discrimination?; 7) the severity of the discipline imposed was reasonably related to the seriousness of the offense and the past disciplinary record (no more than 24 months of prior discipline may be used).

17.5 Technology and Discipline. In the event the Employer utilizes any technology that may monitor, track, or record the Employee or the equipment used by an Employee that is not presently in use by the Employer, the Employer and the Union will meet prior to using any such technology for the purpose of negotiating any impacts as there may be.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 Purpose. The purpose of this grievance and arbitration procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest level in the grievance procedure and there shall be no suspension of work or interference with the operations of the City.

18.2 Definition. A grievance is defined as a complaint arising under and during the term of this Agreement raised by an Employee or the Union involving an alleged violation, misinterpretation, or misapplication of an express provision of this Agreement. A grievance shall be filed within the time limits set out below otherwise

said grievance is forever waived and lost, unless both parties, prior to the expiration, agree in writing to extend the time limits.

18.3 Grievance Procedure Steps. Grievances shall be processed in accordance with the following procedures within the stated time limits:

Step 1. An Employee, within ten (10) working days from the occurrence or knowledge of the occurrence of an alleged grievance, shall present the alleged grievance to the Supervisor in writing, setting forth the nature of the grievance, the facts and/or documents on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested. The Employee has the option of being accompanied by the Union steward. The Supervisor shall respond, in writing, to the alleged grievance within five (5) working days. If the Employee is not satisfied with the Supervisor's response, the Employee within ten (10) working days from the receipt of the Supervisor's response, shall present the alleged grievance to Step 2. Any grievance not filed within the time limits set forth in this step shall be forever waived and lost.

Step 2. Upon timely receipt of a grievance from Step 1, the Mayor or his/her designee will attempt to schedule a meeting with the Supervisor, Employee and the Union Secretary/Treasurer or his/her designee within fifteen (15) working days to discuss the grievance. The Mayor shall respond, in writing, to the Union and the Employee within fifteen (15) working days following the meeting. Any grievance not presented within the time limits set forth in this Step shall be forever waived and lost.

Step 3. If, within fifteen (15) working days after receipt of the Mayor's written Step 2 decision, the Union, and the Employee state, in writing, that the grievance remains unresolved, the Union and the Employee may submit a written request for arbitration. Any request for arbitration not presented within the time limits set forth in this Step shall be forever waived and lost.

18.4 Mediation. The City, the Employee, and the Union may agree to participate in non-binding mediation in an attempt to resolve a grievance at any time. The costs of the mediator (if any) shall be paid for one-half by the City and one-half by the Union.

18.5 Selection of Arbitrator. The City and the Union will endeavor to select a mutually acceptable arbitrator to hear the dispute. If the City and the Union are not able to agree upon an arbitrator within thirty (30) working days after receipt by the City of the Union's written demand for arbitration, the Union or City may request a list of five (5) arbitrators from the Public Employment Relations Commission. After receipt of the same the parties shall, within thirty (30) days, alternately strike the names of the arbitrators until only one (1) name remains, who shall, upon hearing the dispute, render a decision which shall, subject to the Limitation on Arbitrator's Authority below, be final and binding upon all parties. In conducting a hearing, the arbitrator shall keep a verbatim record of testimony either by tape recording or a court reporter. The arbitrator's decision may not provide for retroactivity prior to the filing of the grievance.

18.6 Arbitrator Expenses. Each party shall pay the expenses of their own representatives, witnesses and other costs associated with the presentation of their

case. The expenses of the arbitrator, the cost of any hearing room and the cost of a court reporter shall be borne equally by the parties.

18.7 Limitation on Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of an express provision of this Agreement. The arbitrator shall only be empowered to determine the issue(s) raised by the grievance and submitted in writing at Step 1 of the formal grievance procedure. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall not have the authority to award punitive damages. The arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities of the City under law and applicable court decisions. Any decision or award the arbitrator rendered within the limitations of this Article shall be final and binding upon the City, the Union and the Employees covered by this Agreement. In the event the arbitrator finds that he/she has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

ARTICLE 19 – STRIKES

19.1 Neither the Union nor its agents, or any employee(s) shall aid, cause, condone, authorize or participate in any strike or work stoppage, slow down or any other interference with the work and/or statutory function and/or obligation of the Employer.

19.2 Employees who engage in any of the above-referenced activities shall not be entitled to any pay for fringe benefits during the period he/she is engaged in such activity. The employer may discharge or discipline any employee who violated this Article.

19.3 The Employer agrees that there will be no lockouts except in the event the Union and/or the employees violate the terms of the Article.

ARTICLE 20 – SAFETY AND HEALTH

The City agrees that the safety and well-being of its Employees is of the utmost concern and importance and commits to continued efforts of improvement in all areas of worker safety.

20.1 Both parties of this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations of W.I.S.H.A. and O.S.H.A. including the formation and duties of a safety program.

20.2 Each Employee is responsible for the upkeep and general maintenance of any equipment they may be assigned to, whether permanent or temporary, and it shall be the duty of the operator to anticipate, within reason, normal repairs and maintenance needed.

20.3 The City shall provide safe and clean working environments in all work facilities of the City, additionally ensuring that the equipment and facilities in use by Employees are in good working order and up to date with current industry standards and practices.

ARTICLE 21 – WAGES

Effective 1/1/22 – a GWI of 5% shall apply to all classifications (included in table below)

Effective 1/1/23 – a GWI of 3% shall apply to all classifications _____

| 2022 Wage Table | |
|--|----------------|
| Utility Clerk/Court Clerk | 17.70 per hour |
| Deputy Clerk-Treasurer | 21.29 per hour |
| Asst. Superintendent | 29.10 per hour |
| #1 W/S/St Maintenance | 24.50 per hour |
| #2 Maint. | 20.14 per hour |
| The Employer reserves the right to pay incentive wages above those agreed upon in the Agreement. | |

Effective 1/1/24 - a GWI of 4% shall apply to all classifications.

| 2024 Wage Table | |
|--|----------------|
| Utility Clerk/Court Clerk | 21.57 per hour |
| Deputy Clerk-Treasurer | 25.31 per hour |
| Asst. Superintendent | 31.17 per hour |
| #1 W/S/St Maintenance | 26.25 per hour |
| #2 Maint. | 21.57 per hour |
| The Employer reserves the right to pay incentive wages above those agreed upon in the Agreement. | |

Effective 1/1/25 -a GWI of 5% shall apply to all classifications.

| 2025 Wage Table | |
|---------------------------|----------------|
| Utility Clerk/Court Clerk | 22.65 per hour |
| Deputy Clerk-Treasurer | 26.58 per hour |
| Asst. Superintendent | 32.73 per hour |

| | |
|--|----------------|
| #1 W/S/St Maintenance | 27.56 per hour |
| #2 Maint. | 22.65 per hour |
| The Employer reserves the right to pay incentive wages above those agreed upon in the Agreement. | |

Effective 1/1/26 -a GWI of 6% shall apply to all classifications.

| 2026 Wage Table | |
|--|----------------|
| Utility Clerk/Court Clerk | 24.01 per hour |
| Deputy Clerk-Treasurer | 28.17 per hour |
| Asst. Superintendent | 34.69 per hour |
| #1 W/S/St Maintenance | 29.21 per hour |
| #2 Maint. | 24.01 per hour |
| The Employer reserves the right to pay incentive wages above those agreed upon in the Agreement. | |

Certification Incentive:

Wastewater OIT Certificate: \$.25 cents per hour increase

Wastewater Group 1 Certificate: \$1.00 per hour increase

Wastewater Group 2 Certificate: \$1.25 per hour increase

Water OIT Certificate: \$.25 cents per hour increase

Water Group 1 Certificate: \$1.00 per hour increase

Water Group 2 Certificate: \$1.25 per hour increase

21.1 Longevity

In addition to the regular rate of pay, at the following intervals occurring on the Employee's anniversary, the following amounts shall be added to the base rate of pay:

| After 10 years | After 15 years | After 20 years | After 25 years |
|-------------------|-------------------|-------------------|-------------------|
| \$50.00/mo | \$75.00/mo | \$100.00/mo | \$150.00/mo |
| \$75.00/mo | \$100.00/mo | \$125.00/mo | \$150.00/mo |

ARTICLE 22 - SAVINGS CLAUSE

22.1 If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect, the Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction or shall be renegotiated for the purpose of an adequate replacement Article or Section.

ARTICLE 23 – DURATION

23.1 This Agreement shall be effective January 1, 2023 and shall remain in full force and effect through December 31, 2026. Article 15 of this Agreement is open each year on September 1 for discussion on health and welfare plan change (see Art. 15). This Agreement is subject to negotiations with one hundred and eighty days (180) written notice provided to the other party, prior to the termination date of the contract. If the parties are unable to reach an agreement during normal negotiations, then the parties shall request mediation through the Public Employment Relations Commission. The mediator shall carry out these services in accordance with the provisions pertaining to mediation in accordance with the Public Employment Relations Commission's guidelines.

Approved by the **CITY OF TONASKET**
the ____ day of _____, 20__.

Approved by **TEAMSTERS LOCAL
UNION NO. 760** the ____ day of
_____, 20__.

René Maldonado
Mayor

Leonard J. Crouch
Secretary Treasurer

APPENDIX A - SUPPLEMENTAL RETIREMENT

WESTERN CONFERENCE OF TEAMSTERS PENSION

The City agrees that during the life of this agreement, it will allow Employees to participate in the Western Conference of Teamsters Pension Trust Fund. Any such participation will be made by payroll deduction through a wage deferral or reduction of an equal amount per compensable hour for each Employee subject to trust rules and guidelines. In the event that Employees elect to participate in the WCT Pension, the Union will notify the Employer thirty days in advance for the purposes of establishing the payroll procedures and providing the City with all of the documentation needed.

RESOLUTION NO. 2023-12

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 this _____ day of _____, 2023.

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 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. 20 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 _____.

Alice Attwood

Subject: Council Meeting
Location: <https://us02web.zoom.us/j/82888747048>
Start: Tue 11/28/2023 6:00 PM
End: Tue 11/28/2023 9:00 PM
Recurrence: (none)
Meeting Status: Meeting organizer
zmMeetingNum: 82888747048

Alice Attwood is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/82888747048>

Meeting ID: 828 8874 7048

One tap mobile

+12532050468,,82888747048# US

+12532158782,,82888747048# 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: 828 8874 7048