

Tonasket City Council
Tuesday, January 9, 2024
6:00 pm

VIRTUAL ZOOM MEETING ID 884 4992 1056
Phone Number 1-253-205-0468

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Public Comment (agenda items) **(3 minutes per person)**
- 5) Approval of the Agenda **Action Item**
- 6) Public Comment **(3 minutes per person)**
- 7) Greg Gardinier—Camera, technology discussion
- 8) This meeting has been advertised as a bid opening for supplying gasoline and diesel for the years 2024 and 2025. **Action Item**
- 9) Unfinished Business
 - a) Request from Zply for Ground Breaking/Ribbon cutting event **Action Item**
 - b) Approve 4th Street Project Change Order #1 **Action Item**
- 10) Department Head Reports
 - Kurt Danison
 - Darren Johnson
 - Randy Taylor
 - Paul Budrow
 - Alice Attwood
- 11) Mayor/Council/Committee Reports
- 12) New Business
 - a) Approve & Authorize signature of TIB Project/2024 Street Maintenance in the amount of \$308,051.00 **Action Item**
 - b) Resolution 2024-01 Renew Highlands Associates Services Agreement **Action Item**
- 13) Miscellaneous and Correspondence
- 14) Consent Agenda: Minutes of the previous meeting, the December Payroll and the December Open Period Bills **Action Item**
- 15) 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.

DRAFT

Minutes of the Regular Meeting of the Tonasket City Council, December 12, 2023

Present: Mayor Pro Tem Weddle, Councilmembers Hill, and McMillan.

Staff: Pilkinton, Seydlitz, and Johnson.

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)- None

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

Public Comment (other)- None

Motion to award the Portable Toilet Service for 2024-2025 for the City of Tonasket to Mrs. Pumpco. M/McMillan, S/Weddle. Discussion. Carried 3:0.

Kurt Holland, Varela Engineering, was present to explain the Amendment to the Owner-Engineer Agreement for the Perfect Passage Project. There was some discussion regarding the increase in the amount which is due to the Scope of Work and it was also explained the dollar amount will be covered by the funds in the project.

Motion to approve the Amendment to Owner-Engineer Agreement with Varela Engineering for the Perfect Passage Project. M/Weddle, S/Hill. Discussion. Carried 3:0.

Councilmember Levine arrived at 6:14 pm.

Motion to approve the payment to Rudnick and Son in the amount of \$196,560.24 for the 4th Street Multimodal Improvements Project. M/McMillan, S/Weddle. Discussion. Carried 4:0.

Motion to approve the payment to Varela Engineering for a portion of Phase 1 of the Perfect Passage Project in the amount of \$118,320.64. M/Levine, S/Weddle. Discussion. Carried 4:0.

Unfinished Business:

Motion to approve the finalized NCW Library Agreement. M/Hill, S/McMillan. Discussion. Carried 4:0.

Department Head Reports:

Yarnell

- Activity Report – 48 calls in 30 days, normal.
- Deputy Stanton finished FTO and in Tonasket tonight.
- Will rearrange squads for Tonasket.
- Fully staffed by the end of January.

Johnson

- General maintenance and some plowing.
- Cycled water valves.
- Sweeper back together.

Taylor

- Written report presented to the Council.

Mayor/Council/Committee Reports

McMillan None

DRAFT

Levine

- Perfect Passage and South Access funding need to move forward.
- Legislative session starts in January, good conversation with WSDOT.
- OCOG last night and update.
- Kurt Holland is doing a great job, thank you.
- Winterfest was great.

Hill

- Working on changes to Airport Lease with McMillan. Please put on second meeting in January agenda.
- Legion Kids Christmas Party on Saturday, and other events.
- Coordination of organizations for events to meet every quarter.

Weddle

- Been present in City Hall helping with Attwood and Mayor being out.
- Encouraging Code Enforcer to have more “teeth”.

New Business:

Motion to approve Ordinance #846, amending the 2023 Budget Ordinance #839 and Budget Amendment Ordinance #841. M/Levine, S/McMillan. Discussion. Carried 4:0.

Motion to approve Ordinance #847, adopting the 2024 Budget Ordinance and Budget Documents with the correction of the Clerk-Treasurer wage to be changed from salary to hourly. M/Levine, S/McMillan. Carried 4:0.

Miscellaneous and Correspondence - none

Motion to approve the minutes of the previous meeting, the November Payroll \$54,183.30 (12735-12750 & Direct deposit 11-30-2023) and December Bills \$370,505.40 (12751-12784 & EFT 1-2). M/Levine, S/McMillan. Carried 4:0.

Administration of the Oath of Office by the Court Clerk to Ernesto Cerrillo, Alisa Weddle, and Jeff McMillan.

There being no further business the meeting was declared adjourned at 6:56 pm.

Gay Seydlitz, Utility Clerk/Court Clerk

Council Memo
Tuesday, January 9, 2024
6:00 pm

VIRTUAL ZOOM MEETING ID 884 4992 1056
Phone Number 1-253-205-0468

TO: Mayor and City Councilmembers
FROM: City Clerk-Treasurer

Greg Gardinier will be on the agenda to discuss proposed cameras for the park and other technology for 2024.

This meeting has been advertised as a bid opening for supplying gasoline and diesel for the years 2024 and 2025. At this time we have received one bid from Coleman Oil. The bid(s) will be opened at the meeting. **Suggested Motion: I move to accept the bid submitted by _____ for the years 2024 and 2025.**

We have received a request again from Ziplly for a Ground Breaking/Ribbon cutting event. I have included information in the packet. **Suggested Motion: I move to allow Ziplly to hold a Ground Breaking/Ribbon cutting event prior to Council on _____ at _____.**

Attached is paperwork for Change Order #1 on the 4th Street Project. **Suggested Motion: I move to approve Change Order #1 on the 4th Street Project, work being done by Rudnick and Sons.**

The City has been awarded \$308,051.00 from the Transportation Improvement Board (TIB) for Street Maintenance Projects in 2024. **Suggested Motion: I move to accept the TIB award of \$308,051 for Street Maintenance and authorize the Mayor to sign applicable paperwork.**

Resolution 2024-01 which renews Highlands Associates Services Agreement for 2024 is on the agenda for approval. **Suggested Motion: I move to approve Resolution 2024-01 which renews Highlands Associates Service Agreement for the year 2024.**

Included in the packet are the most current Sheriff's Reports.

Alice Attwood

From: Madsen, Lindsey <lindsey.madsen@ziply.com>
Sent: Wednesday, December 27, 2023 5:40 PM
To: Alice Attwood
Cc: St Germaine, Christina; rholderdiefenbach@economic-alliance.com
Subject: Ground breaking service Tonasket

Hello Alice ,

I Hope you had a Lovely Holiday and hopefully get to enjoy some time off going into new year ! I finally have slowed down a little from other Territory areas that opened up and really wanted to circle back around regarding the request on the agenda 09/18/23 for the Ground breaking/Ribbon cutting event date that was denied by council for 10/10/23 at Town/City Hall . I know you had some cancelled City meeting in addition to Holiday so I wanted to revisit if we can request there be an additional date for it to be implemented possibly into the new Year? I know how much the partner with city Grant's implemented and Ziplly Fiber has an excitement to come and introduce ourselves and inform of our services that we offering Fiber Home Internet into your Rural community which is exciting as it opens so much opportunity for at work and school from Home and we would love to celebrate with City Council Leaders, the Mayor, residential community & small business in the community . Please let me know if you need an exact date (you're the person to ask for that when the next few council meeting dates will take place in person) we can do one of the dates directly before the City council meeting about hour and half before the meeting starts with bites and local radio or DJ or local band.

Catering options we previously spoke about :
Iron grill **or** Creekside Local restaurant bites ?

I look forward to your thoughts and Insight Alice !
Best, Lindsey


Lindsey Madsen
Regional Community Development Manager
Office (425) 393-5573 , Cell (253) 886-0651
Lindsey.Madsen@ziply.com
ZiPLYfiber.com



From: Madsen, Lindsey
Sent: Monday, September 18, 2023 1:16 PM
To: clerktreasurer@tonasketwa.gov
Cc: St Germaine, Christina <chris.stgermaine@ziply.com>; rholderdiefenbach@economic-alliance.com; Barnett, Nicole <nicole.barnett@ziply.com>; Putney, Rod <Rod@ziply.com>; Osgood, Megan <megan.osgood@ziply.com>; Epley, Jessica <jessica.epley@ziply.com>
Subject: Ribbon cutting 10/10/23 Tonasket

Hi Alice ,

Great speaking with you and here are the details of information we spoke about to put on agenda 09/18/23 to request approval from council and hopefully get on the calendar for all to see! We would like to request a Ribbon cutting event



Hi neighbor!

Fast, reliable fiber internet is
available now

zipli
fiber

Who we are

At Ziplly Fiber, we believe everyone deserves the **best connected experience** possible.

That's why we're investing **millions** to bring ultra-fast, reliable fiber internet to communities throughout the Northwest.

Supported by a local team committed to delivering a **refreshingly great customer experience**.



There's fast. And there's fiber fast.



Three reasons fiber internet is better than cable:

1. Speed

Gig-speed uploads 25x faster than cable

2. Capacity

Run connected devices with no slowdowns

3. Reliability

Stay connected when it matters most



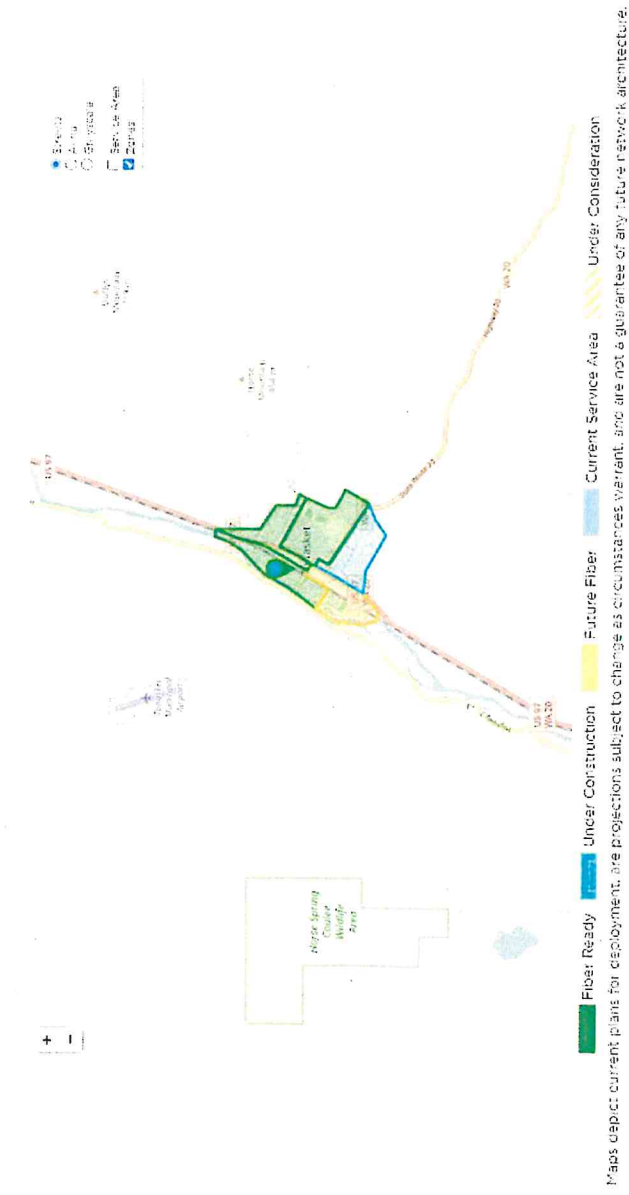
*Upload comparison: Based on ZiPLY Fiber Gig plan to major cable providers' 1 Gig or 1.2 Gig cable service with upload speeds of 35 Mbps.

Tonasket, WA

ziplyfiber.com/Tonasket



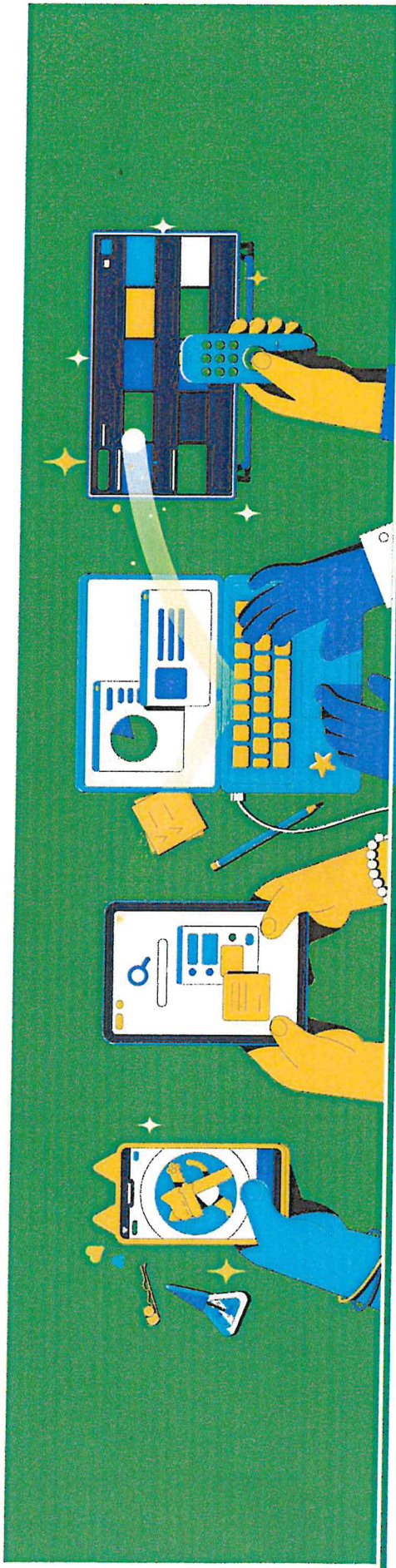
- In November 2023, we brought fiber internet to Tonasket.
- As of December 2023, have enabled more than 700 homes with Capability for fiber internet.
- We have more fiber construction projects underway as well as future projects planned.




Why Ziplly Fiber?

We offer America's fastest home internet

- We're local
- No credit checks
- 30-day moneyback guarantee
- Fiber-fast upload & download speeds
- Multi-Gig speeds
- No buffering
- No annual contracts
- No confusing bundles
- No data caps





Plans start as low as
\$20/month

We also support the
Affordable Connectivity Program (ACP)
with FREE internet for those who qualify.

zipli
fiber

Check your address & sign up for updates
at ziplyfiber.com

Thank you





VARELA
Engineering & Management

January 5, 2024

City of Tonasket
209 S. Whitcomb Ave.
Tonasket, WA 98855

ATTN: Mayor Maldonado and Council
RE: 4th St. Multimodal Improvements
Change Order #1

Dear Mayor Maldonado and Council Members,

Please find attached Change Order (CO) #1 from Rudnick and Sons, LLC for the 4th St Multimodal Improvements Project in the amount of \$1,135.80.

CO#1 is for the costs associated with installation of two existing mailboxes at the curb within the new sidewalk. Sidewalk in these areas also needed to be widened to meet ADA clearance requirements. Costs associated with CO #1 will be included in the final pay estimate when retainage is ready to be released and will be reimbursed by TIB. Refer to the attached change order for additional details.

Varela recommends approval of Change Order #1 in the amount of \$1,135.80.

Please sign the enclosed Change Order and return to us for forwarding to the Contractor and funding agency. If you have any questions, please feel free to call.

Sincerely,

Peter C. Cowger, PE
Civil Engineer

cc: file
encl: As stated



CHANGE ORDER NO.:

1

Owner: City of Tonasket
Engineer: Varela
Contractor: Rudnick and Sons, LLC
Project: 4th St Multimodal Improvements
Date Issued: January 5, 2024

Engineer's Project No.: 58-30
Local Sales Tax: _____

The Contract is modified as follows upon execution of this Change Order:

Description: Existing mailboxes

Installation of (x2) existing mailboxes in new sidewalk at curbside (design shows installation at back of sidewalk) per City direction and postal service requirements. Sidewalk in area of mailboxes also needed to be widened in order to meet ADA clearance requirements.

Attachments: Cost Breakdown

Change in Contract Price:	Change in Contract Times
Original Contract Price: \$ 263,055.00	Original Contract Times: Substantial Completion: 25 Ready for final payment: 10
No previously approved Change Orders: \$ -	No previously approved Change Orders: Substantial Completion: 0 Ready for final payment: 0
Contract Price Prior to this Change Order: \$ 263,055.00	Contract Times prior to this Change Order: Substantial Completion: 25 Ready for final payment: 10
Increase this Change Order: CO #1 \$ 1,135.80 Subtotal: \$ 1,135.80 Sales Tax: \$ - Total: \$ 1,135.80	Unchanged this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price with all approved Change Orders: \$ 264,190.80	Contract Times with all approved Change Orders: Substantial Completion: 25 Ready for final payment: 10
Contractor: <u>Rudnick and Sons, LLC</u>	
Signature: _____	Date: _____
Title: _____	

Recommended by Engineer:

By: *Pam Lynn*
Title: PROJECT ENGINEER (VARELA)
Date: 1/5/24

Authorized by Owner:

Approved by Funding Agency:

By: _____
Title: _____
Date: _____



TIME AND MATERIALS WORKSHEET

PROJECT: 4th Street MultiModal		Project No: 2323		Date: 10/9/2023		
OWNER: City of Tonasket						
Work Description:						
Mail Box Supports						
<i>LABOR COSTS</i>		HOURS		RATE		TOTAL
CLASSIFICATION		REGULAR	OVERTIME	REGULAR	OVERTIME	COST
FOREMAN		0.50	-	119.96	161.89	59.98
GENERAL LABORER, TOPMAN		0.50	-	65.57	94.95	32.78
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
TOTAL LABOR COST						92.76
LABOR MARKUP		29%				26.90
GRAND TOTAL LABOR						119.66
<i>EQUIPMENT COSTS</i>		HOURS		RATE		TOTAL
DESCRIPTION	UNIT NO.	REGULAR	STANDBY	REGULAR	STANDBY	COST
GMC 3500 Diesel Crew--Aaron	TK106	0.50	-	40.90	5.60	20.45
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
TOTAL EQUIPMENT						20.45
EQUIPMENT MARKUP		21%				4.29
GRAND TOTAL EQUIPMENT						24.74
<i>MATERIALS & RENTAL COSTS</i>						TOTAL
DESCRIPTION		QTY	UNITS	UNIT PRICE		COST
Mailbox Stand		1.00	EA	250.00		250.00
Concrete		1.00	EA	50.00		50.00
Freight		1.00	EA	50.00		50.00
		-	-	-		-
TOTAL MATERIALS & RENTALS						350.00
MATERIALS & RENT. MARKUP		21%				73.50
GRAND TOTAL MATERIALS & RENTALS						423.50
<i>SUBCONTRACTOR</i>						TOTAL
DESCRIPTION		QUANTITY	UNITS	UNIT PRICE		COST
		-	-	-		-
		-	-	-		-
		-	-	-		-
TOTAL SUBCONTRACTOR						-
SUBCONTRACTOR MARKUP		12%				-
GRAND TOTAL SUBCONTRACTOR						-
TOTAL EQUIPMENT, MATERIAL, & SUBCONTRACTS						567.90
0% B&O TAX, BONDING, AND INSURANCE						-
TOTAL						567.90

REV 1/08

ewo 1

F:\FORMS\SELLAND\FORCEACT.XLS

COST FOR x1 MAILBOX
 COST FOR x2 MAILBOXES
 ⇒ \$1135.80



Washington State Transportation Improvement Board

TIB Members

Chair
Mayor Glenn Johnson
City of Pullman

Vice Chair
Councilmember Sam Low
Snohomish County

Amy Asher
Mason Transit Authority

Aaron Butters, PE
HW Lochner Inc.

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Hopelink

Kent Cash, PE
Port of Vancouver

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WSDOT

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Dongho Chang, PE
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Cascade Bicycle Club/Washington Bikes

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Maria Thomas
Office of Financial Management

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

December 1, 2023

The Honorable Rene A Maldonado
Mayor
City of Tonasket
Post Office Box 487
Tonasket, WA 98855-0487

Dear Mayor Maldonado:

Congratulations! We are pleased to announce the selection of your project, 2024 Street Maintenance, Multiple Locations, TIB project number 2-E-885(004)-1.

TIB is awarding 100.0000% of approved eligible project costs with a maximum grant of \$308,051.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Project Funding Status Form and, revise if necessary. Sign and email a copy.
- Sign and email one copy of the Fuel Tax Grant Distribution Agreement.

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by December 2, 2024 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Andrew Beagle, TIB Project Engineer, at AndrewB@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov



Transportation Improvement Board

Project Funding Status Form

Agency Name: **TONASKET**
Project Name: **2024 Street Maintenance
Multiple Locations**

TIB Project Number: **2-E-885(004)-1**

Verify the information below and revise if necessary.
Email to: andrewb@tib.wa.gov

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

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

Signatures are required from two different agency officials. Return the originally signed 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



City of Tonasket
2-E-885(004)-1
2024 Street Maintenance
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Tonasket
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2024 Street Maintenance, 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 \$308,051, 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:



- a) 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.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

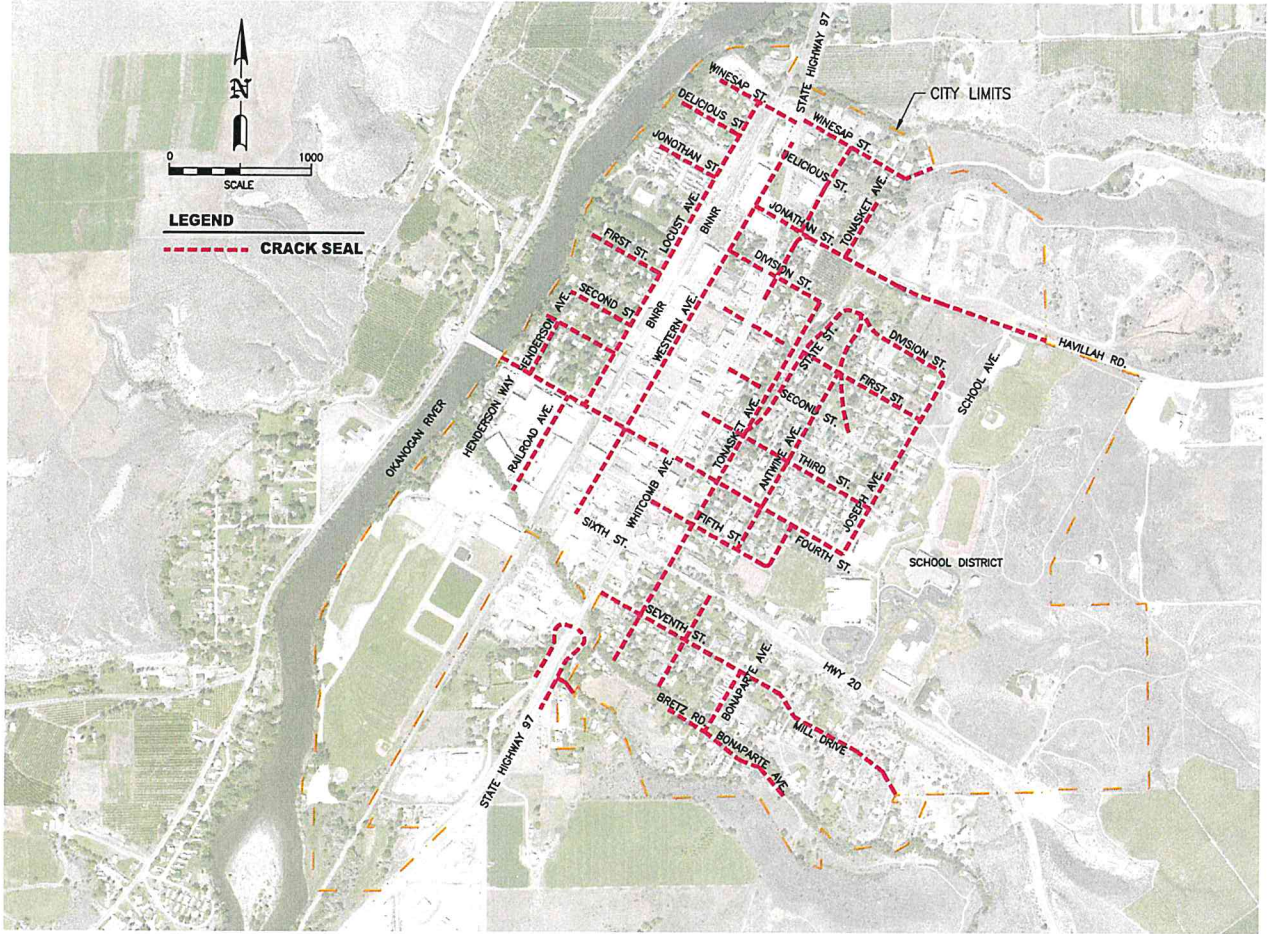
Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name



585007-2023 Crack Seal

SCALE: AS SHOWN
 DESIGNED: PCC
 DRAWN: TYP
 CHECKED:
 APPROVED:
 PROJ. NO.: 58-50-07
 DATE: 7/26/2023



CITY OF TONASKET, WASHINGTON

**2023 TIB SMALL CITY MAINTENANCE PROGRAM
 CITY WIDE CRACK SEAL**

RESOLUTION NO. 2024-01

**RENEW THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN HIGHLANDS ASSOCIATES AND THE CITY OF TONASKET
FOR PROFESSIONAL PLANNING SERVICES IN 2023.**

THE CITY COUNCIL OF THE CITY OF TONASKET, Washington do hereby resolve that the Professional Services Agreement, approved by the City Council on January 24, 2012, between the **CITY OF TONASKET**, a municipal corporation and **KURT DANISON dba HIGHLANDS ASSOCIATES**, a private consultant; is hereby renewed with no context changes from to January 1, 2024 through December 31, 2024. These services in 2024 are budgeted at \$20,000.00 for planning services.

NOW, THEREFORE, BE IT RESOLVED, this resolution is approved and the Mayor is hereby authorized and directed to execute the same for and on behalf of the CITY; and that the City Clerk is authorized and directed to attest his signature.

INTRODUCED and passed this _____ day of _____, 2024.

APPROVED:

René Maldonado, Mayor

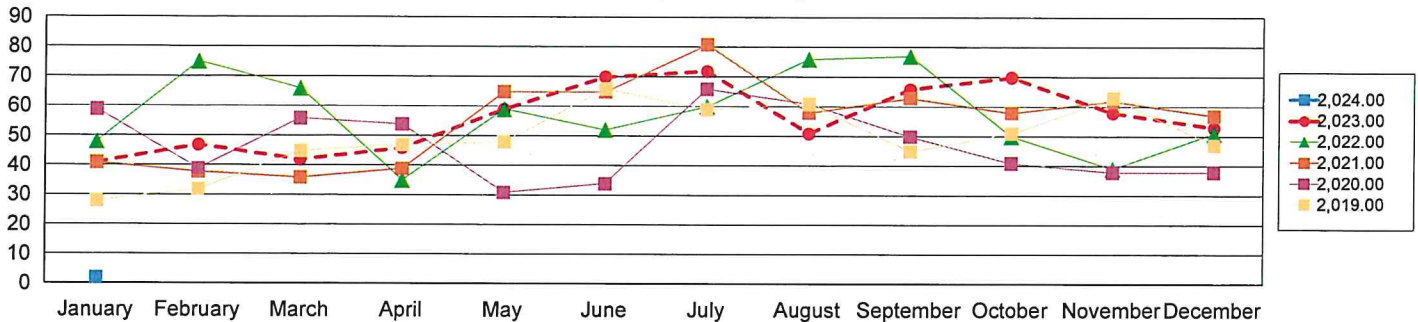
ATTEST:

Alice J. Attwood, City Clerk-Treasurer



Okanogan County Sheriff's Office

Tonasket - Monthly Activity Law Incidents



- Total City Incidents in last 30 days: **53**
- Thefts in last 30 days: **2**
- Burglary / Trespass in last 30 days: **3**
- Assaults / Disputes in last 30 days: **9**
- Traffic incidents in last 30 days: **4**
- Total City Incidents YTD: **2** Traffic Stops: **10**

Law Incidents - Last 30 Days

OCSO		53		
12/29/2023 20:05	HARASSMENT	WESTERN	TONASKET	S23-08518
12/23/2023 0:28	CITIZEN DISPUTE	WHITCOMB	TONASKET	S23-08386
12/22/2023 16:37	DOMESTIC DISPUT	JONATHAN	TONASKET	S23-08380
12/05/2023 10:17	ANIMAL ABUSE	TONASKET	TONASKET	S23-08012
12/16/2023 16:01	TRESPASSING	4TH	TONASKET	S23-08239
12/27/2023 7:45	SUSPICIOUS	TONASKET SHOP	TONASKET	S23-08458
12/04/2023 16:49	THEFT OTHER	5TH	TONASKET	S23-08001
12/22/2023 19:16	CITIZEN ASSIST	5TH	TONASKET	S23-08384
12/23/2023 11:57	SUSPICIOUS	WHITCOMB	TONASKET	S23-08397
12/15/2023 9:13	ACCIDENT NONINJ	WHITCOMB	TONASKET	S23-08214
12/21/2023 15:24	SUSPICIOUS	WHITCOMB	TONASKET	S23-08353
12/31/2023 13:52	HARASSMENT	ANTWINE	TONASKET	S23-08560
12/02/2023 17:13	ACCIDENT NONINJ	HWY 97	TONASKET	S23-07962
12/06/2023 10:30	ACCIDENT NONINJ	HWY 97	TONASKET	S23-08031
12/16/2023 17:36	FIRE OTHER	LOCUST	TONASKET	S23-08241
12/23/2023 17:47	EXTRA PATROL	4TH	TONASKET	S23-08405
12/28/2023 19:12	SUSPICIOUS	4TH	TONASKET	S23-08497
12/29/2023 23:14	SUSPICIOUS	4TH	TONASKET	S23-08520
12/10/2023 1:36	SUSPICIOUS	4TH	TONASKET	S23-08110
12/02/2023 10:09	VEHICLE PROWL	3RD	TONASKET	S23-07952
12/09/2023 20:15	DOMESTIC DISPUT	MILL	TONASKET	S23-08106

12/10/2023 11:03	CIVIL	MILL	TONASKET	S23-08113
12/28/2023 14:42	AGENCY ASSIST	WESTERN	TONASKET	S23-08490
12/03/2023 18:06	AGENCY ASSIST	WESTERN	TONASKET	S23-07982
12/08/2023 16:42	DISORDERLY	WESTERN	TONASKET	S23-08092
12/31/2023 12:33	911 ABUSE	DELICIOUS	TONASKET	S23-08558
12/18/2023 12:08	911 ABUSE	HWY 20	TONASKET	S23-08274
12/05/2023 8:00	CITIZEN RIDE	WHITCOMB	TONASKET	S23-08007
12/14/2023 23:40	HARASSMENT	WHITCOMB	TONASKET	S23-08207
12/25/2023 19:19	HARASSMENT	WHITCOMB	TONASKET	S23-08430
12/19/2023 15:21	ASSAULT	HIGHWAY 20	TONASKET	S23-08301
12/18/2023 12:53	CITIZEN ASSIST	2ND	TONASKET	S23-08276
12/02/2023 11:32	BURGLARY	ANTWINE	TONASKET	S23-07954
12/23/2023 13:06	WELFARE CHECK	TONASKET	TONASKET	S23-08399
12/23/2023 16:19	DOMESTIC DISPUT	TONASKET	TONASKET	S23-08403
12/09/2023 20:50	DOMESTIC DISPUT	TONASKET	TONASKET	S23-08107
12/10/2023 11:37	ASSAULT	TONASKET	TONASKET	S23-08114
12/21/2023 16:02	AGENCY REFERRAL	TONASKET	TONASKET	S23-08354
12/13/2023 15:45	FALL	TONASKET	TONASKET	S23-08182
12/05/2023 20:36	CITIZEN DISPUTE	WHITCOMB	TONASKET	S23-08023
12/15/2023 19:12	TRESPASSING	WHITCOMB	TONASKET	S23-08222
12/26/2023 12:13	CIVIL	WHITCOMB	TONASKET	S23-08446
12/31/2023 20:20	ANIMAL STRAY	2ND	TONASKET	S23-08572
01/01/2024 4:40	SUSPICIOUS	TONASKET	TONASKET	S24-00004
12/28/2023 16:36	CITIZEN ASSIST	ANTWINE	TONASKET	S23-08492
12/20/2023 21:35	911 ABUSE	HWY 97	TONASKET	S23-08332
01/01/2024 0:58	DOMESTIC DISPUT	7TH	TONASKET	S24-00003
12/12/2023 15:11	SUSPICIOUS	ANTWINE	TONASKET	S23-08166
12/18/2023 15:40	HARASSMENT	ANTWINE	TONASKET	S23-08280
12/29/2023 17:55	NOISE COMPLAINT	ANTWINE	TONASKET	S23-08515
12/06/2023 15:07	ACCIDENT NONINJ	WESTERN	TONASKET	S23-08042
12/07/2023 13:24	AGENCY ASSIST	4TH	TONASKET	S23-08056
12/30/2023 22:44	SUSPICIOUS	4TH	TONASKET	S23-08548

EMS Calls - Last 30 Days

LIFELINE EMS	22	
12/02/2023 05:07	TRANSFER PATIEN	E23-05392
12/03/2023 23:08	TRANSFER PATIEN	E23-05434
12/05/2023 00:48	TRANSFER PATIEN	E23-05449
12/13/2023 17:10	TRANSFER PATIEN	E23-05604
12/13/2023 20:36	TRANSFER PATIEN	E23-05606
12/16/2023 05:03	TRANSFER PATIEN	E23-05633
12/16/2023 18:46	TRANSFER PATIEN	E23-05643
12/18/2023 18:42	TRANSFER PATIEN	E23-05673
12/21/2023 17:27	TRANSFER PATIEN	E23-05712
12/22/2023 04:29	TRANSFER PATIEN	E23-05721
12/08/2023 22:08	TRANSFER PATIEN	E23-05534
12/08/2023 22:50	TRANSFER PATIEN	E23-05536
12/09/2023 13:12	TRANSFER PATIEN	E23-05543
12/09/2023 14:33	TRANSFER PATIEN	E23-05545
12/11/2023 20:08	TRANSFER PATIEN	E23-05584
12/24/2023 16:58	TRANSFER PATIEN	E23-05760
12/24/2023 17:42	TRANSFER PATIEN	E23-05762
12/25/2023 20:15	TRANSFER PATIEN	E23-05774
12/27/2023 21:37	TRANSFER PATIEN	E23-05809
12/28/2023 19:39	TRANSFER PATIEN	E23-05830
12/29/2023 20:17	TRANSFER PATIEN	E23-05851
12/30/2023 04:15	TRANSFER PATIEN	E23-05857
OKANOGAN COUN	1	
12/22/2023 16:06	CHEST PAIN	E23-05730
OROVILLE EMS	5	
12/22/2023 16:54	TRANSFER PATIEN	E23-05731
12/05/2023 10:00	BREATHING	E23-05453
12/05/2023 11:42	DIABETIC PROBLM	E23-05455
12/03/2023 15:39	DIABETIC PROBLM	E23-05430
12/04/2023 08:34	BREATHING	E23-05439
TONASKET EMS	6	
12/04/2023 08:34	BREATHING	E23-05438
12/07/2023 13:47	FIRE STRUCTURE	E23-05503
12/27/2023 13:01	STROKE	E23-05797
12/13/2023 15:45	FALL	E23-05600
12/02/2023 10:16	FALL	E23-05397
12/03/2023 15:39	DIABETIC PROBLM	E23-05429

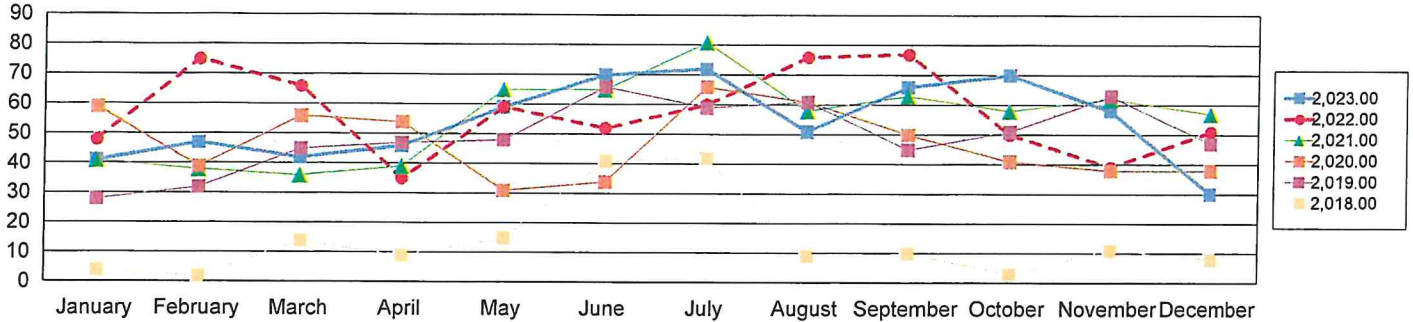
Fire Calls - Last 30 Days

TONASKET FIRE		5
12/02/2023 10:16	FALL	F23-02189
12/04/2023 08:34	BREATHING	F23-02205
12/05/2023 11:42	DIABETIC PROBLM	F23-02213
12/07/2023 13:47	FIRE STRUCTURE	F23-02230
12/16/2023 17:36	FIRE OTHER	F23-02272



Okanogan County Sheriff's Office

Tonasket - Monthly Activity Law Incidents



- Total City Incidents in last 30 days: **43**
- Thefts in last 30 days: **4**
- Burglary / Trespass in last 30 days: **3**
- Assaults / Disputes in last 30 days: **6**
- Traffic incidents in last 30 days: **6**
- Total City Incidents YTD: **673**

Traffic Stops: **12**

Law Incidents - Last 30 Days

OCSO

42

12/05/2023 10:17	ANIMAL ABUSE	TONASKET	TONASKET	S23-08012
12/08/2023 16:42	DISORDERLY	WESTERN	TONASKET	S23-08092
11/30/2023 10:41	SUSPICIOUS	WESTERN	TONASKET	S23-07902
12/09/2023 20:15	DOMESTIC DISPUT	MILL	TONASKET	S23-08106
12/10/2023 11:03	CIVIL	MILL	TONASKET	S23-08113
11/21/2023 11:04	VAGRANCY	DELICIOUS	TONASKET	S23-07730
12/01/2023 15:03	DOMESTIC DISPUT	WESTERN	TONASKET	S23-07940
12/03/2023 18:06	AGENCY ASSIST	WESTERN	TONASKET	S23-07982
12/04/2023 16:49	THEFT OTHER	5TH	TONASKET	S23-08001
12/15/2023 9:13	ACCIDENT NONINJ	WHITCOMB	TONASKET	S23-08214
12/02/2023 17:13	ACCIDENT NONINJ	HWY 97	TONASKET	S23-07962
12/06/2023 10:30	ACCIDENT NONINJ	HWY 97	TONASKET	S23-08031
12/16/2023 16:01	TRESPASSING	4TH	TONASKET	S23-08239
11/20/2023 11:44	ACCIDENT NONINJ	HWY 97	TONASKET	S23-07716
11/21/2023 3:18	ACCIDENT NONINJ	HWY 97	TONASKET	S23-07727
12/16/2023 17:36	FIRE OTHER	LOCUST	TONASKET	S23-08241
11/27/2023 10:51	CITIZEN ASSIST	LOCUST	TONASKET	S23-07837
12/09/2023 20:50	DOMESTIC DISPUT	TONASKET	TONASKET	S23-08107
12/10/2023 11:37	ASSAULT	TONASKET	TONASKET	S23-08114
11/27/2023 14:51	CITIZEN ASSIST	MILL	TONASKET	S23-07845
11/20/2023 21:07	EXTRA PATROL	4TH	TONASKET	S23-07724

12/10/2023	1:36	SUSPICIOUS	4TH	TONASKET	S23-08110
12/02/2023	10:09	VEHICLE PROWL	3RD	TONASKET	S23-07952
12/05/2023	8:00	CITIZEN RIDE	WHITCOMB	TONASKET	S23-08007
11/29/2023	9:55	CITIZEN ASSIST	WHITCOMB	TONASKET	S23-07876
12/14/2023	23:40	HARASSMENT	WHITCOMB	TONASKET	S23-08207
12/02/2023	11:32	BURGLARY	ANTWINE	TONASKET	S23-07954
12/13/2023	15:45	FALL	TONASKET	TONASKET	S23-08182
11/28/2023	11:33	SUSPICIOUS	WESTERN	TONASKET	S23-07863
12/18/2023	12:08	911 ABUSE	HWY 20	TONASKET	S23-08274
12/19/2023	15:21	ASSAULT	HIGHWAY 20	TONASKET	S23-08301
11/29/2023	13:06	JUVENILE PROB	HIGHWAY 20	TONASKET	S23-07885
12/18/2023	12:53	CITIZEN ASSIST	2ND	TONASKET	S23-08276
11/21/2023	10:50	CITIZEN ASSIST	4TH	TONASKET	S23-07729
11/27/2023	12:40	THEFT OTHER	WHITCOMB	TONASKET	S23-07842
11/27/2023	15:41	LOST PROPERTY	WHITCOMB	TONASKET	S23-07847
12/05/2023	20:36	CITIZEN DISPUTE	WHITCOMB	TONASKET	S23-08023
12/15/2023	19:12	TRESPASSING	WHITCOMB	TONASKET	S23-08222
12/12/2023	15:11	SUSPICIOUS	ANTWINE	TONASKET	S23-08166
12/18/2023	15:40	HARASSMENT	ANTWINE	TONASKET	S23-08280
12/06/2023	15:07	ACCIDENT NONINJ	WESTERN	TONASKET	S23-08042
12/07/2023	13:24	AGENCY ASSIST	4TH	TONASKET	S23-08056

EMS Calls - Last 30 Days

LIFELINE EMS			16
11/22/2023 14:44	TRANSFER PATIEN	E23-05258	
11/23/2023 03:04	TRANSFER PATIEN	E23-05266	
11/30/2023 21:44	TRANSFER PATIEN	E23-05370	
12/02/2023 05:07	TRANSFER PATIEN	E23-05392	
12/03/2023 23:08	TRANSFER PATIEN	E23-05434	
12/05/2023 00:48	TRANSFER PATIEN	E23-05449	
12/08/2023 22:08	TRANSFER PATIEN	E23-05534	
12/08/2023 22:50	TRANSFER PATIEN	E23-05536	
12/09/2023 13:12	TRANSFER PATIEN	E23-05543	
12/09/2023 14:33	TRANSFER PATIEN	E23-05545	
12/11/2023 20:08	TRANSFER PATIEN	E23-05584	
12/13/2023 17:10	TRANSFER PATIEN	E23-05604	
12/13/2023 20:36	TRANSFER PATIEN	E23-05606	
12/16/2023 05:03	TRANSFER PATIEN	E23-05633	
12/16/2023 18:46	TRANSFER PATIEN	E23-05643	
12/18/2023 18:42	TRANSFER PATIEN	E23-05673	
OROVILLE EMS			5
12/01/2023 13:51	SEIZURE	E23-05379	
12/05/2023 10:00	BREATHING	E23-05453	
12/05/2023 11:42	DIABETIC PROBLM	E23-05455	
12/03/2023 15:39	DIABETIC PROBLM	E23-05430	
12/04/2023 08:34	BREATHING	E23-05439	
TONASKET EMS			10
12/04/2023 08:34	BREATHING	E23-05438	
12/07/2023 13:47	FIRE STRUCTURE	E23-05503	
12/13/2023 15:45	FALL	E23-05600	
12/02/2023 10:16	FALL	E23-05397	
12/03/2023 15:39	DIABETIC PROBLM	E23-05429	
11/23/2023 20:30	BREATHING	E23-05274	
11/24/2023 02:23	MEDICAL	E23-05277	
11/26/2023 17:27	MEDICAL	E23-05311	
11/29/2023 02:25	FIRE STRUCTURE	E23-05344	
11/23/2023 02:11	CHILDBIRTH	E23-05265	

Fire Calls - Last 30 Days

OKANOGAN PUD			1
11/29/2023 02:25	FIRE STRUCTURE		F23-02175
TONASKET FIRE			6
12/02/2023 10:16	FALL		F23-02189
12/04/2023 08:34	BREATHING		F23-02205
12/05/2023 11:42	DIABETIC PROBLM		F23-02213
12/07/2023 13:47	FIRE STRUCTURE		F23-02230
12/16/2023 17:36	FIRE OTHER		F23-02272
11/29/2023 02:25	FIRE STRUCTURE		F23-02174

W 3RD ST

ONASKET AVE & E
DIVISION ST
ILL DR
FH ST & WORKOS
RD ST & S LOCUS
W 3RD ST

Alice Attwood

Subject: Council Meeting
Start: Tue 1/9/2024 6:00 PM
End: Tue 1/9/2024 9:00 PM
Recurrence: (none)
Meeting Status: Meeting organizer
zmMeetingNum: 88449921056

Alice Attwood is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/88449921056>

Meeting ID: 884 4992 1056

One tap mobile

+12532050468,,88449921056# US

+12532158782,,88449921056# 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
- +1 689 278 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
- +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

Meeting ID: 884 4992 1056

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