Tonasket City Council Agenda
Tuesday, March 26, 2024
6:00 pm
VIRTUAL ZOOM MEETING ID 852 9693 2967
Phone Number 1-253-205-0468

1) Call to Order
2) Pledge of Allegiance
3) Roll Call
4) Attorney Mick Howe
5) Gary Roberts- Airport
6) Public Comment (Agenda Items) **(3 minutes per person)**
7) Approval of Agenda **Action Item**
8) Public Comment **(3 minutes per person)**
9) Concetta Mazzetti- Park & Recreation
10) Alexa Whipple- Methow Beaver Project
11) Kurt Danison Report
12) Unfinished Business
    a) Landowner Agreement- Methow Beaver Project **Action Item**
    b) 2024 Zoning Amendment Ordinance **Action Item**
    c) EV Contract **Action Item**
    d) Piling of Bins Ordinance **Action Item**
13) Mayor/Council/Committee Reports
14) New Business
    a) WSDOT Agreement **Action Item**
    b) Purchase Property from Gerald Green
15) Miscellaneous and Correspondence
16) 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, 509-486-2132.

Council Memo
Tuesday, March 26, 2024
6:00 pm
VIRTUAL ZOOM MEETING ID 852 9693 2967
Phone Number 1-253-205-0468

TO: Mayor and City Councilmembers

FROM: City Clerk-Treasurer

Attorney Mick Howe will be speaking about the Airport Lease and rules.

Gary Roberts wrote a letter of concern about the new Airport Lease and will be present to address the Council.

Alexa Whipple with the Methow Beaver Project will be present to answer questions.

Landowner Agreement- Methow Beaver Project. **Suggested Motion: I move to approve and authorize the Mayor to sign the Landowner Agreement with Methow Salmon Recovery foundation/ Methow Beaver Project.**

2024 Zoning Amendment Staff Report, DNS, and Letter of Transmittal. 2024 Zoning Ordinance Amendment. **Suggested Motion: I move to approve the Ordinance amending sections 17.10.023, 17.10.024 under definitions; modify district use chart 17.70.020; add new chapter 17.115.025 to the Tonasket Municipal Code; amend the official Zoning map; containing a severability provision; and setting an effective date.**

The EV's CEO reports no claims filed against the EVCS. Wenatchee, Public Works has 4 chargers, and they are a professional company. Leavenworth has 3 chargers and report they are a professional company. EV Contract. **Suggested Motion: I move to approve the Site Hosting agreement with EV Charging Solutions for _____ DCFC Stations and _____ Level II Stations contingent on Attorney Howe's approval.**

Piling of Bins Ordinance. **Suggested Motion: I move to approve the Ordinance Amending Chapter 8.12 of the Tonasket Municipal Code.**

WSDOT Agreement. **Suggested Motion: I move to approve the agreement with WSDOT for $600,000.00 for Phase 1 of the Prefect Passage Project contingent on Attorney Howe's approval.**

DRAFT

Minutes of the Regular Meeting of the Tonasket City Council, March 12, 2024

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

Staff: Attwood, Pilkinton, Johnson, Taylor, and Yarnell.

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/Weddle. Carried 4:0.

Public Comment (other): Travis Hilkey was upset that the revised Airport Lease wasn't on the agenda and that it was taking so long to complete. He stated that there were 3 people waiting for it to be completed so that they could proceed with the purchase of their hangar spaces.

Unfinished Business: None.

Department Head Reports:

Johnson

- Sweeper broke, repaired Monday but with the rain it's too wet to continue.
- Did 2 water taps for the new construction.
- Parks are ready to open, will unlock gates when the porta potties come April 1.

Levine joined the meeting on zoom.

Taylor

- Ongoing inspections on building permits.
- Garbage removed from the alley.
- Cars removed from alleys and off streets.

Yarnell

- Report submitted.
- Arrest on warrant in the dark, foot pursuit, taser was ineffective, the officer had to go hands on with him. Citizens saw and started approaching the officer, he not knowing what their intentions were, reported to dispatch that he was being surrounded. The moral is that if you see an officer that needs help, identify yourself as friendly, ask if the officer needs help and wait for an answer before approaching.

Attwood

- Purchased a new car for city business.
- Planner Danison will be at the next meeting.
- The new NCWEDD director will be here March 27th.
- Working on EV's, will have more information at the next meeting.
- Would like to meet with the streets committee this week.

Mayor/Council/Committee Reports:

Cerrillo

- None.

Hill

- The airport lease is with Attorney Howe and will be on the agenda when he returns it.

Weddle

- Thanks to Patti for standing in at the Sheriff's quarterly meeting.
- Inquired about a spigot at Little Learners Park to water new trees.
- Inquired on the trees at the Cemetery.

McMillan

- Had the quarterly meeting with the Sheriff Friday, they are down on personal, they can't provide us with what the contract says so they will be sending a revised contract for review.

Levine joined the meeting in person.

Levine

- Will be meeting with Alisa about parking.
- Picnic tables at the Splash Park are bad.
- Inquired about the Baseball building at the park.
- Inquired about Law Enforcement Agreement, other small towns are hiring security, installing cameras, etc.

New Business:

a) Arbor Day Proclamation- Presented by Mayor Maldonado. Arbor Day will be on April 26, 2024.

b) **Motion to approve Resolution 2024-03 amending Resolution 2023-11 fee schedule Swim Pool Rates, to add a single season pass amount for senior citizens 65 and over.** M/Hill, S/Weddle. Carried 5:0.

c) **Motion to amend the 2024 wages page in the budget to include a wage range of $18.00 per hour to $20.00 per hour for the public works seasonal position.** M/McMillan, S/Levine. Carried 5:0.

d) **Motion to amend the 2024 wages page in the budget to include $19.50 per hour for the swim pool manager.** M/Levine, S/McMillan. Discussion. Carried 5:0.

e) **Motion to approve Resolution 2024-02, setting the days for the spring clean up for April 8-12.** M/Hill, S/McMillan. Carried 5:0.

f) **Motion to approve the suggested changes to TMC 8.12 from Building Official Taylor and send to Attorney Howe to amend the Ordinance.** M/McMillan, S/Weddle. Carried 5:0.

g) **Motion to approve the quote from Designer Signs in the amount of $1006.88 for the Tonasket Gerhard Memorial Cemetery sign.** M/McMillan, S/Weddle. Carried 3:2. Hill and Levine voted no.

After the vote for the Cemetery sign, it was brought to the Council's attention that with a double-sided sign there wouldn't be a name board to show where people were buried. It was suggested by Clerk- Treasurer Attwood that the City have Greg Gardinier create a QR code. Greg spoke to the Council and said he would create a database that could be searchable to connect to the QR code so people could use their phones to find their loved ones.

Motion to approve Greg Gardinier to create a QR code and system database. M/Weddle, S/Cerrillo. Discussion. Carried. 5:0.

h) **Methow Beaver Project-** After discussion it was decided to invite them to the next meeting so the Council can ask questions and Clerk-Treasurer Attwood can talk to them about the strike out on page 3 that Attorney Howe suggested.

i) **Motion to approve the renewal of the Gardinier Tech contract in the amount of $20,100.00 per year.** M/Weddle, S/Levine. Carried 5:0.

Miscellaneous and Correspondence:

- TIB letter of completion for the 4th Street Project.
- Updated list of acronyms.

Motion to approve the Consent Agenda: the minutes of the previous meeting, the February Payroll $58,163.55 (12918-12933 & Direct deposit 2-29-24) and March Bills $201,624.48 (12934-12980 & EFT 1-2). M/McMillan, S/Weddle. Carried 5:0.

There being no further business the meeting was declared adjourned at 7:40 pm.

Joël Pilkinton, Deputy Clerk-Treasurer

City of Tonasket
PO Box 487
Tonasket, Wa. 98855

Re: Rules and Regulations for Tonasket City Airport Leases

Dear Mayor and City Council Members,

The purpose of this letter is to determine the rules for my hangar lease voted by Resolution 2022-09. In May of 2022 I came to the city offices to inquire about the procedure in applying for a lease space to build an airplane hangar. I was given a site plan of available spaces and a copy of the lease agreement. In my working career, as a General Contractor I have learned (sometimes the hard way) that having a professional (my attorney), peruse my contractual agreements has always proved beneficial. I had given her a copy of the lease agreement and the FAA final ruling on the " Non-Aeronautical Use of Airport Hangars. Her (Wagner Law) response to my inquiry about the FAA ruling, was the same as my interpretation. She also asked me if the city had given me any general airport rules, my reply was no. She was unable to address the other requirements without researching the other items listed on page 3 item # 9. I told her I was comfortable with signing, as I felt that the city and state requirements would be in regards to the UBC building code requirements. At the construction phase the hangar is in at this moment, I have met and exceeded all building code requirements. My concern is a copy of a letter I received, that was addressed to The City of Tonasket, from the City attorney dated Nov. 21 2023. The letter was headlined

Re: Sample Restrictions on Hanger Lease Storage

All of the items that were suggested, with the exception of # 6 are addressed in the FAA's final ruling on "Non-Aeronautical Use of Airport Hangars". Several weeks back, I had inquired from Tonasket City Clerk-Treasurer Attwood, if all airport leases had the same verbiage as mine, her response was yes. I was hoping to meet with the airport committee in the beginning of April and go over the FAA ruling to show that several of the attorneys recommendations are already included in the hangar lessee's of which we have all signed and agreed to abide. There are also recommendations that are contradicting the contractual agreement that I and the other hangar lessees have signed.

I have asked to be on the agenda for your 3/26/24 council meeting. I will have all of the pertinent information in your packet and will highlight for ease of clarity. I appreciate the council's time and will be as expeditious in my presentation, as possible.

Sincerely,
Gary W Roberts

in this AD to obtain corrective actions from a manufacturer, the action must be accomplished using a method approved by the Manager, International Branch, ANM–116, Transport Airplane Directorate, FAA; or the European Aviation Safety Agency (EASA); or Saab AB, Saab Aeronautics' EASA Design Organization Approval (DOA). If approved by the DOA, the approval must include the DOA-authorized signature.

(m) Related Information

Refer to Mandatory Continuing Airworthiness Information (MCAI) European Aviation Safety Agency Airworthiness Directive 2014–0255, dated November 25, 2014, for related information. This MCAI may be found in the AD docket on the Internet at *http://www.regulations.gov* by searching for and locating Docket No. FAA–2015–7524.

(n) Material Incorporated by Reference

(1) The Director of the Federal Register approved the incorporation by reference (IBR) of the service information listed in this paragraph under 5 U.S.C. 552(a) and 1 CFR part 51.

(2) You must use this service information as applicable to do the actions required by this AD, unless this AD specifies otherwise.

(3) The following service information was approved for IBR on July 20, 2016.

(i) Saab Service Bulletin 2000–38–011, dated October 22, 2014.

(ii) Reserved.

(4) The following service information was approved for IBR on September 9, 2014 (79 FR 45337, August 5, 2014).

(i) Saab Service Bulletin 2000–38–010, dated July 12, 2013.

(ii) Saab Service Newsletter SN 2000–1304, Revision 01, dated September 10, 2013, including Attachment 1 Engineering Statement to Operator 2000PBS034334, Issue A, dated September 9, 2013.

(5) For service information identified in this AD, contact Saab AB, Saab Aeronautics, SE–581 88, Linköping, Sweden; telephone +46 13 18 5591; fax +46 13 18 4874; email *saab340techsupport@saabgroup.com;* Internet *http://www.saabgroup.com.*

(6) You may view this service information at the FAA, Transport Airplane Directorate, 1601 Lind Avenue SW., Renton, WA. For information on the availability of this material at the FAA, call 425–227–1221.

(7) You may view this service information that is incorporated by reference at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202–741–6030, or go to: *http://www.archives.gov/federal-register/cfr/ibr-locations.html.*

Issued in Renton, Washington, on May 31, 2016.

Michael Kaszycki,

Acting Manager, Transport Airplane Directorate, Aircraft Certification Service.

[FR Doc. 2016–13740 Filed 6–14–16; 8:45 am]

BILLING CODE 4910–13–P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

14 CFR Chapter I

[Docket No. FAA 2014–0463]

Policy on the Non-Aeronautical Use of Airport Hangars

AGENCY: Federal Aviation Administration (FAA), Department of Transportation (DOT).

ACTION: Notice of final policy.

SUMMARY: This action clarifies the FAA's policy regarding storage of non-aeronautical items in airport facilities designated for aeronautical use. Under Federal law, airport operators that have accepted federal grants and/or those that have obligations contained in property deeds for property transferred under various Federal laws such as the Surplus Property Act generally may use airport property only for aviation-related purposes unless otherwise approved by the FAA. In some cases, airports have allowed non-aeronautical storage or uses in some hangars intended for aeronautical use, which the FAA has found to interfere with or entirely displace aeronautical use of the hangar. At the same time, the FAA recognizes that storage of some items in a hangar that is otherwise used for aircraft storage will have no effect on the aeronautical utility of the hangar. This action also amends the definition of aeronautical use to include construction of amateur-built aircraft and provides additional guidance on permissible non-aeronautical use of a hangar."

DATES: The policy described herein is effective July 1, 2017.

FOR FURTHER INFORMATION CONTACT: Kevin C. Willis, Manager, Airport Compliance Division, ACO–100, Federal Aviation Administration, 800 Independence Avenue SW., Washington, DC 20591, telephone (202) 267–3085; facsimile: (202) 267–4629.

ADDRESSES: You can get an electronic copy of this Policy and all other documents in this docket using the Internet by:

(1) Searching the Federal eRulemaking portal (*http://www.faa.gov/regulations/search);*

(2) Visiting FAA's Regulations and Policies Web page at (*http://www.faa.gov/regulations_policies);* or

(3) Accessing the Government Printing Office's Web page at (*http://www.gpoaccess.gov/index.html).*

You can also get a copy by sending a request to the Federal Aviation Administration, Office of Airport Compliance and Management Analysis, 800 Independence Avenue SW., Washington, DC 20591, or by calling (202) 267–3085. Make sure to identify the docket number, notice number, or amendment number of this proceeding.

SUPPLEMENTARY INFORMATION:

Authority for the Policy: This document is published under the authority described in Title 49 of the United States Code, Subtitle VII, part B, chapter 471, section 47122(a).

Background

Airport Sponsor Obligations

In July 2014, the FAA issued a proposed statement of policy on use of airport hangars to clarify compliance requirements for airport sponsors, airport managers, airport tenants, state aviation officials, and FAA compliance staff. (79 **Federal Register** (FR) 42483, July 22, 2014).

Airport sponsors that have accepted grants under the Airport Improvement Program (AIP) have agreed to comply with certain Federal policies included in each AIP grant agreement as sponsor assurances. The Airport and Airway Improvement Act of 1982 (AAIA) (Pub. L. 97–248), as amended and recodified at 49 United States Codes (U.S.C.) 47107(a)(1), and the contractual sponsor assurances require that the airport sponsor make the airport available for aviation use. Grant Assurance 22, *Economic Nondiscrimination,* requires the sponsor to make the airport available on reasonable terms without unjust discrimination for aeronautical activities, including aviation services. Grant Assurance 19, *Operation and Maintenance,* prohibits an airport sponsor from causing or permitting any activity that would interfere with use of airport property for airport purposes. In some cases, sponsors who have received property transfers through surplus property and nonsurplus property agreements have similar federal obligations.

The sponsor may designate some areas of the airport for non-aviation use,[1] with FAA approval, but aeronautical facilities of the airport must be dedicated to use for aviation purposes. Limiting use of aeronautical facilities to aeronautical purposes ensures that airport facilities are available to meet aviation demand at the airport. Aviation tenants and aircraft owners should not be displaced by non-

[1] The terms "non-aviation" and "non-aeronautical" are used interchangeably in this Notice.

aviation commercial uses that could be conducted off airport property.

It is the longstanding policy of the FAA that airport property be available for aeronautical use and not be available for non-aeronautical purposes unless that non-aeronautical use is approved by the FAA. Use of a designated aeronautical facility for a non-aeronautical purpose, even on a temporary basis, requires FAA approval. *See* FAA Order 5190.6B, *Airport Compliance Manual,* paragraph 22.6, September 30, 2009. The identification of non-aeronautical use of aeronautical areas receives special attention in FAA airport land use compliance inspections. *See* Order 5190.6B, paragraphs 21.6(f)(5).

Areas of the airport designated for non-aeronautical use must be shown on an airport's Airport Layout Plan (ALP). The AAIA, at 49 U.S.C. 47107(a)(16), requires that AIP grant agreements include an assurance by the sponsor to maintain an ALP in a manner prescribed by the FAA. Sponsor assurance 29, *Airport Layout Plan,* implements § 47107(a)(16) and provides that an ALP must designate non-aviation areas of the airport. The sponsor may not allow an alteration of the airport in a manner inconsistent with the ALP unless approved by the FAA. See Order 5190.6B, paragraph 7.18, and Advisory Circular 150/5070–6B, *Airport Master Plans,* Chapter 10.

Clearly identifying non-aeronautical facilities not only keeps aeronautical facilities available for aviation use, but also assures that the airport sponsor receives at least Fair Market Value (FMV) revenue from non-aviation uses of the airport. The AAIA requires that airport revenues be used for airport purposes, and that the airport maintain a fee structure that makes the airport as self-sustaining as possible. 49 U.S.C. 47107(a)(13)(A) and (b)(1). The FAA and the Department of Transportation Office of the Inspector General have interpreted these statutory provisions to require that non-aviation activities on an airport be charged a fair market rate for use of airport facilities rather than the aeronautical rate. See *FAA Policies and Procedures Concerning the Use of Airport Revenue,* (64 FR 7696, 7721, February 16, 1999) (FAA Revenue Use Policy).

If an airport tenant pays an aeronautical rate for a hangar and then uses the hangar for a non-aeronautical purpose, the tenant may be paying a below-market rate in violation of the sponsor's obligation for a self-sustaining rate structure and FAA's Revenue Use Policy. Confining non-aeronautical activity to designated non-aviation areas of the airport helps to ensure that the non-aeronautical use of airport property is monitored and allows the airport sponsor to clearly identify non-aeronautical fair market value lease rates, in order to meet their federal obligations. Identifying non-aeronautical uses and charging appropriate rates for these uses prevents the sponsor from subsidizing non-aviation activities with aviation revenues.

FAA Oversight

A sponsor's Grant Assurance obligations require that its aeronautical facilities be used or be available for use for aeronautical activities. If the presence of non-aeronautical items in a hangar does not interfere with these obligations, then the FAA will generally not consider the presence of those items to constitute a violation of the sponsor's obligations. When an airport has unused hangars and low aviation demand, a sponsor can request the FAA approval for interim non-aeronautical use of a hangars, until demand exists for those hangars for an aeronautical purpose. Aeronautical use must take priority and be accommodated over non-aeronautical use, even if the rental rate would be higher for the non-aeronautical use. The sponsor is required to charge a fair market commercial rental rate for any hangar rental or use for non-aeronautical purposes. (64 FR 7721).

The FAA conducts land use inspections at 18 selected airports each year, at least two in each of the nine FAA regions. *See* Order 5190.6B, paragraph 21.1. The inspection includes consideration of whether the airport sponsor is using designated aeronautical areas of the airport exclusively for aeronautical purposes, unless otherwise approved by the FAA. *See* Order 5190.6B, paragraph 21.6.

The Notice of Proposed Policy

In July 2014, the FAA issued a notice of proposed policy on use of hangars and related facilities at federally obligated airports, to provide a clear and standardized guide for airport sponsors and FAA compliance staff. (79 FR 42483, July 22, 2014). The FAA received more than 2,400 comments on the proposed policy statement, the majority from persons who have built or are in the process of building an amateur-built aircraft. The FAA also received comments from aircraft owners, tenants and owners of hangars, and airport operators. The Aircraft Owners and Pilots Association (AOPA) and the Experimental Aircraft Association (EAA) also provided comments on behalf of their membership. Most of the comments objected to some aspect the proposed policy statement. Comments objecting to the proposal tended to fall into two general categories:

- The FAA should not regulate the use of hangars at all, especially if the hangar is privately owned.
- While the FAA should have a policy limiting use of hangars on federally obligated airports to aviation uses, the proposed policy is too restrictive in defining what activities should be allowed.

Discussion of Comments and Final Policy

The following summary of comments reflects the major issues raised and does not restate each comment received. The FAA considered all comments received even if not specifically identified and responded to in this notice. The FAA discusses revisions to the policy based on comments received. In addition, the FAA will post frequently asked Questions and Answers regarding the Hangar Use Policy on *www.faa.gov/airport compliance.* These Questions and Answers will be periodically updated until FAA Order 5190.6B is revised to reflect the changes in this notice.

1. *Comment: Commenters stated that the FAA should defer to local government and leave all regulation of hangar use to the airport operator.*

Response: The FAA has a contract with the sponsor of an obligated airport, either through AIP grant agreements or a surplus property deed, to limit the use of airport property to certain aviation purposes. Each sponsor of an obligated airport has agreed to these terms. The FAA relies on each airport sponsor to comply with its obligations under this contract. To maintain a standardized national airport system and standardized practices in each of the FAA's nine regional offices, the agency issues guidance on its interpretation of the requirements of the AIP and surplus property agreements. It falls to the local airport sponsor to implement these requirements. The FAA allows airport sponsors some flexibility to adapt compliance to local conditions at each airport.

However, some airport sponsors have adopted hangar use practices that led to airport users to complain to the FAA. Some airport users have complained that sponsors are too restrictive, and fail to allow reasonable aviation-related uses of airport hangars. More commonly, aircraft owners have complained that hangar facilities are not available for aircraft storage because airport sponsors have allowed the use of hangars for purposes that are unrelated to aviation,

such as operating a non-aviation business or storing multiple vehicles. By issuing the July 2014 notice, the FAA intended to resolve both kinds of complaints by providing guidance on appropriate management of hangar use. The agency continues to believe that FAA policy guidance is appropriate and necessary to preserve reasonable access to aeronautical facilities on federally obligated airports. However, the final policy has been revised in response to comments received on the proposal.

2. *Comment: Commenters, including AOPA, stated that the FAA lacks the authority to regulate the use of privately owned hangars.*

Response: The FAA has a statutory obligation to assure that facilities on aeronautically designated land at federally obligated airports are reasonably available for aviation use. Designated aeronautical land on a federally obligated airport is a necessary part of a national system of aviation facilities. Land designated for aeronautical use offers access to the local airfield taxiway and runway system. Land designated for aeronautical use is also subject to certain conditions, including FAA policies concerning rates and charges (including rental rates) which were designed to preserve access for aeronautical users and to support aeronautical uses. A person who leases aeronautical land on the airport to build a hangar accepts conditions that come with that land in return for the special benefits of the location. The fact that the tenant pays the sponsor for use of the hangar or the land does not affect the agreement between the FAA and the sponsor that the land be used for aeronautical purposes. (In fact, most hangar owners do not have fee ownership of the property; typically airport structures revert to ownership of the airport sponsor upon expiration of the lease term). An airport sponsor may choose to apply different rules to hangars owned by the sponsor than it does to privately constructed hangars, but the obligations of the sponsor Grant Assurances and therefore the basic policies on aeronautical use stated in this notice, will apply to both.

3. *Comment: Commenters believe that a policy applying the same rules to all kinds of aeronautical structures, and to privately owned hangars as well as sponsor-owned hangars, is too general. The policy should acknowledge the differences between categories of airport facilities.*

Response: A number of commenters thought that rules for use of privately constructed and owned hangars should be less restrictive than rules for hangars leased from the airport sponsor. The Leesburg Airport Commission commented that there are different kinds of structures on the airport, with variations in rental and ownership interests, and that the FAA's policy should reflect those differences. The FAA acknowledges that ownership or lease rights and the uses made of various aeronautical facilities at airports will vary. The agency expects that airport sponsors' agreements with tenants would reflect those differences. The form of property interest, be it a leasehold or ownership of a hangar, does not affect the obligations of the airport sponsor under the Grant Assurances. All facilities on designated aeronautical land on an obligated airport are subject to the requirement that the facilities be available for aeronautical use.

4. *Comment: Commenters agree that hangars should be used to store aircraft and not for non-aviation uses, but, they argue the proposed policy is too restrictive on the storage of non-aviation related items in a hangar along with an aircraft. A hangar with an aircraft in it still has a large amount of room for storage and other incidental uses, and that space can be used with no adverse effect on the use and storage of the aircraft.*

Response: In response to the comments, the final policy deletes the criteria of "incidental" or "de minimis" use and simply requires that non-aviation storage in a hangar not interfere with movement of aircraft in or out of the hangar, or impede access to other aeronautical contents of the hangar. The policy lists specific conditions that would be considered to interfere with aeronautical use. Stored non-aeronautical items would be considered to interfere with aviation use if they:

- Impede the movement of the aircraft in and out of the hangar;
- Displace the aeronautical contents of the hangar. (A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft);
- Impede access to aircraft or other aeronautical contents of the hangar;
- Are used for the conduct of a non-aeronautical business or municipal agency function from the hangar (including storage of inventory); or
- Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.

Note: Storage of equipment associated with an aeronautical activity (*e.g.*, skydiving, ballooning, gliding) would be considered an aeronautical use of a hangar.

5. *Comment: Commenters stated the policy should apply different rules to situations where there is no aviation demand for hangars, especially when hangars are vacant and producing no income for the sponsor.*

Response: At some airports, at some times, there will be more hangar capacity than needed to meet aeronautical demand, and as a result there will be vacant hangars. The FAA agrees that in such cases it is preferable to make use of the hangars to generate revenue for the airport, as long as the hangar capacity can be recovered on relatively short notice for aeronautical use when needed. *See* Order 5190.6B, paragraph 22.6. The final policy adopts a provision modeled on a leasing policy of the Los Angeles County Airport Commission, which allows month-to-month leases of vacant hangars for any purpose until a request for aeronautical use is received. The final policy requires that a sponsor request FAA approval before implementing a similar leasing plan:

- The airport sponsor may request FAA approval of a leasing plan for the lease of vacant hangars for non-aeronautical use on a month-to-month basis.
- The plan may be implemented only when there is no current aviation demand for the vacant hangars.
- Leases must require the non-aeronautical tenant to vacate the hangar on 30 days' notice, to allow aeronautical use when a request is received.
- Once the plan is approved, the sponsor may lease vacant hangars on a 30 days' notice without further FAA approval.

The agency believes this will allow airports to obtain some financial benefit from vacant hangars no, while allowing the hangars to be quickly returned to aeronautical use when needed. FAA pre-approval of a month-to-month leasing plan will minimize the burden on airport sponsors and FAA staff since it is consistent with existing interim use guidance.

6. *Comment: Commenter indicates that the terms "incidental use" and "insignificant amount of space" are too vague and restrictive.*

Response: The FAA has not used these terms in the final policy. Instead, the policy lists specific prohibited conditions that would be considered to interfere with aeronautical use of a hangar.

7. *Comment: Commenter states Glider operations require storage of items at the airport other than aircraft, such as tow vehicles and towing equipment. This should be an approved use of hangars.*

Response: Tow bars and glider tow equipment have been added to the list of examples of aeronautical equipment. Whether a vehicle is dedicated to use for glider towing is a particular fact that can be determined by the airport sponsor in each case. Otherwise the general rules for parking a vehicle in a hangar would apply.

8. *Comment: Commenter states it should be clear that it is acceptable to park a vehicle in the hangar while the aircraft is out of the hangar being used.*

Response: The final policy states that a vehicle parked in the hangar, while the vehicle owner is using the aircraft will not be considered to displace the aircraft, and therefore is not prohibited.

9. *Comment: Commenters, including Experimental Aircraft Association (EAA), stated that aviation museums and non-profit organizations that promote aviation should not be excluded from hangars.*

Response: Aviation museums and other non-profit aviation-related organizations may have access to airport property at less than fair market rent, under section VII.E of the FAA Policy and Procedures Concerning the Use of Airport Revenue. (64 FR 7710, February 16, 1999). However, there is no special reason for such activities to displace aircraft owners seeking hangar space for storage of operating aircraft, unless the activity itself involves use and storage of aircraft. Accordingly, aviation museums and non-profit organizations will continue to have the same access to vacant hangar space as other activities that do not actually require a hangar for aviation use, that is, when there is no aviation demand (aircraft storage) for those hangars and subject to the discretion of the airport operator.

10. *Comment: Commenters suggest that the policy should allow a 'grace period' for maintaining possession of an empty hangar for a reasonable time from the sale of an aircraft to the purchase or lease of a new aircraft to be stored in the hangar.*

Response: The FAA assumes that airport lease terms would include reasonable accommodation for this purpose and other reasons a hangar might be empty for some period of time, including the aircraft being in use or at another location for maintenance. The reasons for temporary hangar vacancy and appropriate "grace periods" for various events depend on local needs and lease policies, and the FAA has not included any special provision for grace periods in the final policy.

11. *Comment: Commenters believe that the policy should allow some leisure spaces in a hangar, such as a lounge or seating area and kitchen, in recognition of the time many aircraft owners spend at the airport, and the benefits of an airport community.*

Response: The final policy does not include any special provision for lounge areas or kitchens, either specifically permitting or prohibiting these areas. The policy requires only that any non-aviation related items in a hangar not interfere in any way with the primary use of the hangar for aircraft storage and movement. The airport sponsor is expected to have lease provisions and regulations in place to assure that items located in hangars do not interfere with this primary purpose.

12. *Comment: Commenters, including EAA, stated that all construction of an aircraft should be considered aeronautical for the purpose of hangar use, because building an aircraft is an inherently aeronautical activity. The policy should at least allow for use of a hangar at a much earlier stage of construction than final assembly.*

Response: The FAA has consistently held that the need for an airport hangar in manufacturing or building aircraft arises at the time the components of the aircraft are assembled into a completed aircraft. Prior to that stage, components can be assembled off-airport in smaller spaces. This determination has been applied to both commercial aircraft manufacturing as well as homebuilding of experimental aircraft.

A large majority of the more than 2,400 public comments received on the notice argued that aircraft construction at any stage is an aeronautical activity. The FAA recognizes that the construction of amateur-built aircraft differs from large-scale, commercial aircraft manufacturing. It may be more difficult for those constructing amateur-built or kit-built aircraft to find alternative space for construction or a means to ultimately transport completed large aircraft components to the airport for final assembly, and ultimately for access to taxiways for operation.

Commenters stated that in many cases an airport hangar may be the only viable location for amateur-built or kit-built aircraft construction. Also, as noted in the July 2014 notice, many airports have vacant hangars where a lease for construction of an aircraft, even for several years, would not prevent owners of operating aircraft from having access to hangar storage.

Accordingly, the FAA will consider the construction of amateur-built or kit-built aircraft as an aeronautical activity. Airport sponsors must provide reasonable access to this class of users, subject to local ordinances and building codes. Reasonable access applies to currently available facilities; there is no requirement for sponsors to construct special facilities or to upgrade existing facilities for aircraft construction use.

Airport sponsors are urged to consider the appropriate safety measures to accommodate aircraft construction. Airport sponsors leasing a vacant hangar for aircraft construction also are urged to incorporate progress benchmarks in the lease to ensure the construction project proceeds to completion in a reasonable time. The FAA's policy with respect to commercial aircraft manufacturing remains unchanged.

13. *Comment: Commenter suggests that the time that an inoperable aircraft can be stored in a hangar should be clarified, because repairs can sometimes involve periods of inactivity.*

Response: The term "operational aircraft" in the final policy does not necessarily mean an aircraft fueled and ready to fly. All operating aircraft experience downtime for maintenance and repair, and for other routine and exceptional reasons. The final policy does not include an arbitrary time period beyond which an aircraft is no longer considered operational. An airport operator should be able to determine whether a particular aircraft is likely to become operational in a reasonable time or not, and incorporate provisions in the hangar lease to provide for either possibility.

14. *Comment: Commenter suggests that the FAA should limit use of hangars on an obligated airport as proposed in the July 2014 notice. Airport sponsors frequently allow non-aeronautical use of hangars now, denying the availability of hangar space to aircraft owners.*

Response: Some commenters supported the relatively strict policies in the July 2014 notice, citing their experience with being denied access to hangars that were being used for non-aviation purposes. The FAA believes that the final policy adopted will allow hangar tenants greater flexibility than the proposed policy in the use of their hangars, but only to the extent that there is no impact on the primary purpose of the hangar. The intent of the final policy is to minimize the regulatory burden on hangar tenants and to simplify enforcement responsibilities for airport sponsors and the FAA, but only as is consistent with the statutory requirements for use of federally obligated airport property.

Final Policy

In accordance with the above, the FAA is adopting the following policy statement on use of hangars at federally obligated airports:

Use of Aeronautical Land and Facilities

Applicability

This policy applies to all aircraft storage areas or facilities on a federally obligated airport unless designated for non-aeronautical use on an approved Airport Layout Plan or otherwise approved for non-aviation use by the FAA. This policy generally refers to the use of hangars since they are the type of aeronautical facility most often involved in issues of non-aviation use, but the policy also applies to other structures on areas of an airport designated for aeronautical use. This policy applies to all users of aircraft hangars, including airport sponsors, municipalities, and other public entities, regardless of whether a user is an owner or lessee of the hangar.

I. General

The intent of this policy is to ensure that the federal investment in federally obligated airports is protected by making aeronautical facilities available to aeronautical users, and by ensuring that airport sponsors receive fair market value for use of airport property for non-aeronautical purposes. The policy implements several Grant Assurances, including Grant Assurance 5, *Preserving Rights and Powers;* Grant Assurance 22, *Economic Nondiscrimination;* Grant Assurance 24, *Fee and Rental Structure;* and Grant Assurance 25, *Airport Revenues.*

II. Standards for Aeronautical Use of Hangars

a. Hangars located on airport property must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA Office of Airports as described in Section III.

b. Aeronautical uses for hangars include:

1. Storage of active aircraft.

2. Final assembly of aircraft under construction.

3. Non-commercial construction of amateur-built or kit-built aircraft.

4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.

5. Storage of aircraft handling equipment, *e.g.,* towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

c. Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may permit non-aeronautical items to be stored in hangars provided the items do not interfere with the aeronautical use of the hangar.

d. While sponsors may adopt more restrictive rules for use of hangars, the FAA will generally not consider items to interfere with the aeronautical use of the hangar unless the items:

1. Impede the movement of the aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar.

2. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft.

3. Impede access to aircraft or other aeronautical contents of the hangar.

4. Are used for the conduct of a non-aeronautical business or municipal agency function from the hangar (including storage of inventory).

5. Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.

e. Hangars may not be used as a residence, with a limited exception for sponsors providing an on-airport residence for a full-time airport manager, watchman, or airport operations staff for remotely located airports. The FAA differentiates between a typical pilot resting facility or aircrew quarters versus a hangar residence or hangar home. The former are designed to be used for overnight and/or resting periods for aircrew, and not as a permanent or even temporary residence. *See* FAA Order 5190.6B paragraph 20.5(b)

f. This policy applies regardless of whether the hangar occupant leases the hangar from the airport sponsor or developer, or the hangar occupant constructed the hangar at the occupant's own expense while holding a ground lease. When land designated for aeronautical use is made available for construction of hangars, the hangars built on the land are subject to the sponsor's obligations to use aeronautical facilities for aeronautical use.

III. Approval for Non-Aeronautical Use of Hangars

A sponsor will be considered to have FAA approval for non-aeronautical use of a hangar in each of the following cases:

a. FAA advance approval of an *interim use:* Where hangars are unoccupied and there is no current aviation demand for hangar space, the airport sponsor may request that FAA Office of Airports approve an interim use of a hangar for non-aeronautical purposes for a period of 3 to 5 years. The FAA will review the request in accordance with Order 5190.6B paragraph 22.6. Interim leases of unused hangars can generate revenue for the airport and prevent deterioration of facilities. Approved interim or concurrent revenue-production uses must not interfere with safe and efficient airport operations and sponsors should only agree to lease terms that allow the hangars to be recovered on a 30 days' notice for aeronautical purposes. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

b. FAA approval of a *month-to-month leasing plan:* An airport sponsor may obtain advance written approval month-to-month leasing plan for non-aeronautical use of vacant facilities from the local FAA Office of Airports. When there is no current aviation demand for vacant hangars, the airport sponsor may request FAA approval of a leasing plan for the lease of vacant hangars for non-aeronautical use on a month-to-month basis. The plan must provide for leases that include an enforceable provision that the tenant will vacate the hangar on a 30-day notice. Once the plan is approved, the sponsor may lease vacant hangars on a 30-day notice basis without further FAA approval. If the airport sponsor receives a request for aeronautical use of the hangar and no other suitable hangar space is available, the sponsor will notify the month-to-month tenant that it must vacate.

A sponsor's request for approval of an interim use or a month-to-month leasing plan should include or provide for (1) an inventory of aeronautical and non-aeronautical land/uses, (2) information on vacancy rates; (3) the sponsor's procedures for accepting new requests for aeronautical use; and (4) assurance that facilities can be returned to aeronautical use when there is renewed aeronautical demand for hangar space. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

c. *Other cases:* Advance written release by the FAA for all other non-aeronautical uses of designated aeronautical facilities. Any other non-aeronautical use of a designated aeronautical facility or parcel of airport land requires advance written approval from the FAA Office of Airports in accordance with Order 5190.6B chapter 22.

IV. Use of Hangars for Construction of an Aircraft

Non-commercial construction of amateur-built or kit-built aircraft is considered an aeronautical activity. As with any aeronautical activity, an airport sponsor may lease or approve the lease of hangar space for this activity without FAA approval. Airport sponsors are not required to construct special facilities or upgrade existing facilities for construction activities. Airport sponsors are urged to consider the appropriate safety measures to accommodate these users.

Airport sponsors also should consider incorporating construction progress targets in the lease to ensure that the hangar will be used for final assembly and storage of an operational aircraft within a reasonable term after project start.

V. No Right to Non-Aeronautical Use

In the context of enforcement of the Grant Assurances, this policy allows some incidental storage of non-aeronautical items in hangars that do not interfere with aeronautical use. However, the policy neither creates nor constitutes a right to store non-aeronautical items in hangars. Airport sponsors may restrict or prohibit storage of non-aeronautical items. Sponsors should consider factors such as emergency access, fire codes, security, insurance, and the impact of vehicular traffic on their surface areas when enacting rules regarding hangar storage. In some cases, permitting certain incidental non-aeronautical items in hangars could inhibit the sponsor's ability to meet obligations associated with Grant Assurance 19, *Operations and Maintenance.* To avoid claims of discrimination, sponsors should impose consistent rules for incidental storage in all similar facilities at the airport. Sponsors should ensure that taxiways and runways are not used for the vehicular transport of such items to or from the hangars.

VI. Sponsor Compliance Actions

a. It is expected that aeronautical facilities on an airport will be available and used for aeronautical purposes in the normal course of airport business, and that non-aeronautical uses will be the exception.

b. Sponsors should have a program to routinely monitor use of hangars and take measures to eliminate and prevent unapproved non-aeronautical use of hangars.

c. Sponsors should ensure that length of time on a waiting list of those in need of a hangar for aircraft storage is minimized.

d. Sponsors should also consider including a provision in airport leases, including aeronautical leases, to adjust rental rates to FMV for any non-incidental non-aeronautical use of the leased facilities. In other words, if a tenant uses a hangar for a non-aeronautical purpose in violation of this policy, the rental payments due to the sponsor would automatically increase to a FMV level.

e. FAA personnel conducting a land use or compliance inspection of an airport may request a copy of the sponsor's hangar use program and evidence that the sponsor has limited hangars to aeronautical use.

The FAA may disapprove an AIP grant for hangar construction if there are existing hangars at the airport being used for non-aeronautical purposes.

Issued in Washington, DC, on the 9th of June 2016.

Robin K. Hunt,

Acting Director, Office of Airport Compliance and Management Analysis.

[FR Doc. 2016–14133 Filed 6–14–16; 8:45 am]

BILLING CODE 4910–13–P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Food and Drug Administration

21 CFR Parts 660, 801, and 809

[Docket No. FDA–2013–N–0125]

RIN 0910–AG74

Use of Symbols in Labeling

AGENCY: Food and Drug Administration, HHS.

ACTION: Final rule.

SUMMARY: The Food and Drug Administration (FDA or the Agency) is issuing this final rule revising its medical device and certain biological product labeling regulations to explicitly allow for the optional inclusion of graphical representations of information, or symbols, in labeling (including labels) without adjacent explanatory text (referred to in this document as "stand-alone symbols") if certain requirements are met. The final rule also specifies that the use of symbols, accompanied by adjacent explanatory text continues to be permitted. FDA is also revising its prescription device labeling regulations to allow the use of the symbol statement "Rx only" or "℞ only" in the labeling for prescription devices.

DATES: This rule is effective September 13, 2016.

FOR FURTHER INFORMATION CONTACT: *For information concerning the final rule as it relates to devices regulated by the Center for Devices and Radiological Health (CDRH):* Antoinette (Tosia) Hazlett, Center for Devices and Radiological Health, Food and Drug Administration, Bldg. 66, Rm. 5424, 10903 New Hampshire Ave., Silver Spring, MD 20993–0002, 301–796–6119, email: *Tosia.Hazlett@fda.hhs.gov.*

For information concerning the final rule as it relates to devices regulated by the Center for Biologics Evaluation and Research: Stephen Ripley, Center for Biologics Evaluation and Research, Food and Drug Administration, 10903 New Hampshire Ave., Bldg. 71, Rm. 7301, Silver Spring, MD 20993–0002, 240–402–7911.

SUPPLEMENTARY INFORMATION:

Executive Summary

Purpose of the Regulatory Action

The final rule explicitly permits the use of symbols in medical device labeling without adjacent explanatory text if certain requirements are met. The medical device industry has requested the ability to use stand-alone symbols on domestic device labeling, consistent with their current use on devices manufactured for European and other foreign markets. The final rule seeks to harmonize the U.S. device labeling requirements for symbols with international regulatory requirements, such as the Medical Device Directive 93/42/EEC of the European Union (EU) (the European Medical Device Directive) and global adoption of International Electrotechnical Commission (IEC) standard IEC 60417 and International Organization for Standardization (ISO) standard ISO 7000–DB that govern the use of device symbols in numerous foreign markets.

Summary of the Major Provisions of the Regulatory Action in Question

FDA has generally interpreted existing regulations not to allow the use of symbols in medical device labeling, except with adjacent English-language explanatory text and/or on in vitro diagnostic (IVD) devices intended for professional use. Under the final rule, symbols established in a standard developed by a standards development organization (SDO) may be used in medical device labeling without adjacent explanatory text as long as: (1) The standard is recognized by FDA under its authority under section 514(c) of the Federal Food, Drug, and Cosmetic Act (FD&C Act) (21 U.S.C. 360d(c)) and the symbol is used according to the specifications for use of the symbol set

City of Tonasket

STATE ENVIRONMENTAL POLICY ACT

Determination of Non-Significance

Date: *November 26, 2023*

Lead agency: *City of Tonasket*

Agency Contact: *Kurt Danison, City Planner, City of Tonasket, P.O. Box 487, Tonasket, WA 98855, 509 486 2132*

Agency File Number: *ZA23-01*

Project Description: The City of Tonasket is proposing amendments to Title 17 of the Tonasket Municipal Code amending Sections 17.10.023, 17.10.024 under Definitions; Modify District Use Chart 17.70.020; Add new Chapter 17.115.025; and, Amend the Official Zoning Map.

The City of Tonasket has determined that this proposal will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). We have reviewed the Environmental Checklist, project application and appurtenant information. This information is available at Tonasket City Hall.

This determination is based on the following findings and conclusions:

1. *The proposed amendments are consistent with the Comprehensive Plan.*
2. *The process to amend the code was directed by the City Council.*
3. *Requirements of Chapter 19.05 TMC were followed.*

This DNS is issued under WAC 197-11-340(2) and the comment period will end on December 27, 2023. Comments must be made in writing to Alice Attwood, City Clerk, clerktreasurer@tonasketwa.gov, City of Tonasket, P.O. Box 487, Tonasket, WA 98855, 509 486 2132

Signature Alice J Attwood Date November 26, 2023

(electronic signature or name of signor is sufficient)

Final Staff Report

DATE: February 21, 2024

TO: Honorable Mayor & Council

FROM: Kurt Danison, Planner

Re: **Amendments – City of Tonasket Zoning Code - Sections 17.10.023, 17.10.024 under Definitions; modify District Use Chart 17.70.020; add new Chapter 17.115.025; and, amend the Official Zoning Map**

* * * * *

BACKGROUND

The Planning Commission began the process that resulted in the proposed amendments during summer of 2023. The process was initiated by staff who brought up concerns about the lack of review and permitting for outdoor mobile vendors and nightly rentals and a request by a landowner to allow horses on a 14-acre parcel.

The Commission had the subject on their agenda for public meetings throughout the late summer and early fall of 2023 and directed to staff to prepare a draft of the amendments to the code and map for their review. At its October meeting the Commission decided to send the draft amendments to the City Council for its review prior to scheduling a public hearing. The Council had no comments so the amendments were distributed for review and a public hearing before the Planning Commission set for 3:00 pm on January 16, 2024.

LAND USE DESIGNATIONS AND ZONING

The proposed amendments affect all land use designations and zoning districts.

SEPA

SEPA review has been completed, no appeals or comments received.

COMMENTS

No written comments had been received as of the date of this staff report.

PROPOSAL

A strike-out copy of the proposed amendments to the zoning code is attached hereto.

PROCESS

The Planning Commission opened a Public Hearing on January 16, 2024 which was continued to February 20 in order to provide staff the time to notify existing mobile vendors about the proposed amendments. There were no comments or public testimony so following the continued hearing, the Commission acted to recommend approval of the amendments as submitted by staff, to the City Council.

The City Council will consider the recommendation at their next regular Council meeting. The

Council, can either act on the recommendation or set a public hearing after which they may accept, modify, or deny proposed amendments as recommended by the Planning Commission. Regardless, the City Council will have to pass ordinance adopting amendments to the Zoning Code and Map before the amendments can be included in the Municipal Code.

ACTIONS ON OTHER RELEVANT PERMITS

There are no relevant permit applications on file with the city that depend on the code revisions.

FINDING OF FACT

1. Chapter 35A.63 of the Revised Code of Washington establishes the City of Tonasket as the authority with jurisdiction on local land use decisions.

2. The amendment process was undertaken as part of the City's 2023 annual review of the Comprehensive Plan and Implementing regulations.

3. The proposed amendments were circulated for comments to the agencies and organizations noted in the project file. No comments were received during the review process.

4. A SEPA Determination of Non-Significance was issued on December 7th, 2023. No appeals or comments were received.

5. The proposed amendments to Sections 17.10.023, 17.10.024 under Definitions; modified District Use Chart 17.70.020; new Chapter 17.115.025; and, amends to the Official Zoning Map are consistent with the intent, goals and policies of the Tonasket Comprehensive Plan.

6. Public Notice requirements regarding the January 16, 2024 public hearing on said amendments have been completed. The affidavit of publication for said notice is attached and incorporated herein.

11. The File of Record, Staff Report, and exhibits were received, admitted into the record and considered by the Planning Commission (hearing body).

12. Any Conclusion of Law that is more correctly a Finding of Fact is incorporated herein as such by this reference.

CONCLUSIONS

1. The Planning Commission has authority to make a recommendation to the City Council on amendments to the Tonasket Municipal Code.

2. The site of the subject amendments is in the Tonasket city limits located on property within all zones. As described, the proposal is consistent with the City's Comprehensive Plan.

3. Any Finding of Fact that is more correctly a Conclusion of Law is incorporated herein

as such by this reference.

RECOMMENDATION

If the Commission is satisfied that the proposed amendments, as submitted by staff, should be recommended to the City Council for adoption, Staff recommends the following motion:

"I MOVE TO RECOMMEND THE CITY COUNCIL APPROVE THE AMENDMENTS TO SECTIONS 17.10.023, 17.10.024 UNDER DEFINITIONS; MODIFY DISTRICT USE CHART 17.70.020; ADD NEW CHAPTER 17.115.025; AND, AMEND THE OFFICIAL ZONING MAP SUBJECT TO THE STAFF FINDING OF FACTS & CONCLUSIONS AND PASS AN ORDINANCE ENACTING THE SAME WITH A SUGGESTED EFFECTIVE DATE OF MAY 1, 2024."

LETTER OF TRANSMITTAL 4/18/2023

To: Honorable Mayor & Council

From: Gail Mallioux, Chair, Tonasket Planning Commission

Subject: Planning Commission Recommendation on Proposed Amendments to - Sections 17.10.023, 17.10.024 under Definitions; modify District Use Chart 17.70.020; add new Chapter 17.115.025; and, amend the Official Zoning Map of the Tonasket Municipal Code

Date: 2/22/2024

Cc: Project File

The Tonasket Planning Commission has completed its review of the Periodic Updates required by the Department of Ecology to the City's Shoreline Master Program (SMP). The amendments are primarily in keeping with changes in Statute (RCW) and Regulations (WAC). The Commission discussed the proposed amendments at several monthly meetings which culminated in a public hearing on January 16, 2024. The hearing was continued until February 20, 2024.

At the conclusion of the hearing the following motion was made and passed unanimously:

Motion -

Commissioner Jenkins moved, seconded by Commissioner Sanchez to recommend the city council approve the amendments to sections 17.10.023, 17.10.024 under definitions; modify district use chart 17.70.020; add new chapter 17.115.025; and, amend the official zoning map subject to the staff finding of facts & conclusions and pass an ordinance enacting the same with a suggested effective date of May 1, 2024."

Gayle Mailloux, Chair

Attachments: Staff report, SEPA Checklist with draft amendments and DNS

ORDINANCE 24 -

AN ORDINANCE OF THE CITY COUNCIL OF TONASKET, WASHINGTON, AMENDING SECTIONS 17.10.023, 17.10.024 UNDER DEFINITIONS; MODIFY DISTRICT USE CHART 17.70.020; ADD NEW CHAPTER 17.115.025 TO THE TONASKET MUNICIPAL CODE; AMEND THE OFFICIAL ZONING MAP; CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Tonasket ("City") has adopted a Comprehensive Plan and zoning or development regulations pursuant to RCW 35A.63; and

WHEREAS, all amendments to the City's zoning code and ComprehensivePlan are to be adopted, certified, and recorded or filed in accordance with RCW 35A.63; and

WHEREAS, the Tonasket Planning Commission held open public meetings on September 19, 2023 and October 17, 2023 wherein the proposed amendments and additions to theTitle 17 of the Tonasket Municipal Code (Zoning Code) were on the agenda for discussion; and

WHEREAS, the proposed amendments and additions are being done aspart of an annual update; and

WHEREAS, the Tonasket Planning Commission held a duly advertised public hearing on January 16, 2024, to which interested persons were invited to comment on the proposed amendments to sections 17.10.023, 17.10.024 under definitions; modify district use chart 17.70.020; adding new chapter 17.115.025 to the Tonasket Municipal Code; and amending the official zoning; and

WHEREAS, following the public hearing, the Planning Commission unanimously passed a motion to recommend that the Council adopt an ordinance to amend sections 17.10.023, 17.10.024 under definitions; modify district use chart 17.70.020; adding new chapter 17.115.025 to the Tonasket Municipal Code; and amending the official zoning; and

WHEREAS, the City Council considered the Planning Commission's recommendation at the regular Council meeting on March 26, 2024 to review the record, take testimony and consider approval of the proposed amendments and additions to Title 17 TMC; and

WHEREAS, the proposed amendments were subject to review under the State Environmental Policy Act and a Determination of Non-Significance was issued which was not commented on or appealed; and

WHEREAS, the City Council has reviewed the findings of the Planning Commission and the Planning Commission's recommendations contained therein;and

WHEREAS, the City Council concurs with the findings and recommendation of the Planning Commission and City Staff, that there will be nosignificant adverse environmental impact as a result of the proposed amendments and additions to Title 17 TMC; and

WHEREAS, adoption of this Ordinance is in the best interest of thehealth, safety, and welfare of the citizens of the City; now, therefore,

THE CITY COUNCIL OF THE CITY OF TONASKET, WASHINGTON,DO ORDAIN AS FOLLOWS:

Section 1. Chapter 17.10 be amended to add new definitions in 17.10.023 and 17.10.025 as shown in Exhibit A.

Section 2. modify district use chart 17.70.020 as shown in Exhibit B.

Section 3. A new Chapter 17.115.025 be added to Title 17 as shown in Exhibit C.

Section 4. The Official Zoning Map be amended as shown in Exhibit D.

Section5. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 7. The City Clerk is hereby authorized to publish a summary of this Ordinance consisting of the title.

APPROVED:

_____
Mayor

ATTEST

_____
City Clerk

APPROVED AS TO FORM:

_____
CITY ATTORNEY

EXHIBIT A

Add new Definitions to Chapter 17.10 and 17.10.028

Section:17.10.024

"Outdoor mobile vendor" means nonpermitted structures, vehicles, or trailers, located on private property, conducting retail sales or offering goods and/or services to the public for a fee or donation.

"Outdoors" means any location that is not "indoors" within a fully enclosed and secure structure as defined herein.

Section 17.10.028

"Short-term vacation rental" (STVR) describes a living unit on an individual lot, (not including approved hotels, motels, inns or bed and breakfasts, which have life and safety standards), and which is rented on a nightly, weekly, or other basis for less than 30 continuous days. Such uses may be within a single-family home, condominium or apartment: or in a multi-family or mixed use/commercial building. Such uses are usually booked through a service, an internet site or direct contact with the owner and may or may not have on-site management. Accessory dwelling units are not allowed to be used as a STVR.

EXHIBIT B

Table 1 – District Use Chart

	Zoning Districts								
Land Uses	**R-1**	**R-2**	**R-R**	**C-1**	**C-2**	**MU**	**M-1**	**AI[1]**	**PU**
Outdoor Mobile Vendors	X	X	X	AP	AP	AP	AP	X	AP
~~Nightly Rentals~~ Short-term vacation rentals	AP	AP	AP	AP	AP	AP	AP	AP	AP
Domestic farm animals	X[11]	X[11]	X[14]	X[11]	X[11]	X[11]	X[11]	X[11]	X[11]

11. Permitted as an accessory use subject to requirements of 17.70.040 TMC

14. Domestic livestock permitted in compliance with 17.70.185 TMC

EXHIBIT C

Add new Chapter 17.115.025 – Administrative Permits

17.115.025 Administrative permits.

An administrative permit (AP) is a means of allowing certain uses that require some review in order to ensure that the uses are consistent and compatible with other existing and permitted uses within the zone and do not create undue demands on public facilities, and to prevent and abate public nuisances.

A. Intent. It is the intent of this section to detail the procedures required and the responsibilities of the administrator, and the city council upon appeal, in the processing, consideration, and issuance of administrative permits whenever such permits are applied for pursuant to provisions of this title. Only those uses listed as requiring an administrative permit, within a particular zone, qualify for this process, except as otherwise provided in Chapter 19.05 TMC. The administrator may determine that other similar uses, which are not listed, may qualify for this process. This process is not to replace the variance procedure or to permit uses that are prohibited within the zone.

B. Authority. The administrator shall have the authority, subject to provisions of this section (and specifically subsection (4) of this section), to grant, upon such conditions as may be determined necessary in order to realize the intent of this title, an administrative permit for a use found to be in harmony with the scope and purpose of this title, the intent of the zoning district in which the use is to be located, and the goals, objectives, and policies of the Tonasket comprehensive plan and in accordance with subsection (4) of this section.

C. Process.

1. Applications for administrative permits shall be filed with the administrator on forms provided by the administrator with all information as required in said form together with a completed SEPA environmental checklist, where required, and with payment of all applicable fees. The administrator shall determine if the application is complete, and if not complete shall return the same to the applicant with additional required information noted.

2. The administrator shall review all administrative permit requests. Upon receipt of a complete application the administrator shall within 15 business days complete a SEPA determination and issue an initial decision to grant or deny the permit. Each decision to grant or deny an administrative permit shall be supported by written findings of fact showing specifically wherein all of the following conditions exist:

a. That the use for which the administrative permit is requested is specified by this title as being administratively permitted within the zoning district in which the property is located, or that said use is not listed in the district use chart in 17.70.020 TMC of this title and is similar to a use that is specified by this title as being administratively permitted within the zoning district in which the property is located;

b. That the use for which the administrative permit is requested is consistent with the description and purpose of the zoning district in which the property is located;

c. That said use complies with all requirements of this title;

d. That the site for which the use is proposed is of sufficient size to accommodate the proposed use and that all yards, open spaces, walls and fences, parking, loading, landscaping and other such features as are required by this title, or as are needed in the opinion of the administrator to ensure that the proposed use will be compatible and harmonious with adjacent and nearby uses, will be properly provided.

3. The administrator's initial determination, along with any permit conditions, shall be forwarded to the applicant and to all adjacent property owners and any relevant resource agencies and posted upon the subject property.

4. Any affected party may appeal the administrator's initial determination to the city council pursuant to TMC 17.115.030. If no appeal of the initial determination of impending administrative permit issuance is filed within five regular city business days from issuance of the administrator's initial determination, the administrator shall render a final decision on the permit in accord with the initial determination within five regular city business days.

D. Conditions of Approval. In order to mitigate anticipated impacts of a proposed use or support a finding of fact or prevent and abate public nuisances associated with any project for which an administrative permit is requested, the administrator shall have the authority to require compliance with conditions and safeguards deemed necessary to mitigate the anticipated impacts of a proposed use, based on the findings of fact (per subsection (3)(b) of this section). Such conditions may be imposed that could increase requirements in the standards, criteria, or regulations of this title or other city legislation or adopted policies. Project proponents may submit plans for proposed alternative means of mitigation impacts for review by the city. No administrative permit shall require, as a condition, the dedication of land for any purpose not reasonably related to the use of property for which the administrative permit is requested, nor posting of a bond to guarantee installation of public improvements not reasonably related to the use of property for which the administrative permit is requested.

1. The following conditions must be met prior to approval of an administrative permit for short-term vacation rentals. Compliance with said conditions is required on an annual basis. Noncompliance may result in revocation of permit.

a. City business license

b. State business license

c. Okanogan County Health District permit as appropriate

d. Annual license renewal

e. Owner shall identify location of advertising (Airbnb, etc.) on permit application.

f. STVR permits are not transferable with the property.

g. Any lapse in business license (annual) may result in revocation of administrative permit.

h. Health and safety inspections of the residence are required by building and fire officials.

i. Adequate parking spaces must be provided for guests on the premises. No parking is allowed on public right-of-way.

j. Name and contact info for the local owner or site manager must be posted on-site in an accessible area.

k. The owner or site manager must be available 24 hours a day 7 days a week to respond to complaints and emergencies and arrive at the STVR within 1 hour at all times during the rental period.

l. The owner shall require all guests to provide the owner/manager with names and contact information for each guest, and vehicle license(s).

m. A sign displayed for an STVR, if desired by the owner, shall be no larger than 2 sq. ft., with indirect downward facing lighting that does not interfere with neighboring residents.

n. Repeated violations of these requirements will result in the loss of the license.

o. Noise originating inside or outside of an STVR shall not exceed 65 decibels at the property line.

p. The owner shall provide the City with a copy of the general living provisions.

2. All outdoor mobile vendors, where allowed by Chapter 17.70.020, District Use Chart, shall meet the following standards to protect the aesthetics of surrounding properties:

E. Exemptions. The following activities, businesses, and/or persons, as such are commonly known, shall be exempt from coverage of this section. This exemption shall not be construed to limit or restrict the application of other laws and regulations pertaining to such activities, businesses and/or persons.

1. Stands used to sell or distribute flowers, fruit, vegetables, produce or plants grown on the property where the stand is located;

2. Outdoor mobile vendors set up only during community-sponsored events;

F. Application. Applicants for an outdoor mobile vendor permit shall provide the administrator with a written application describing the proposed business in detail and specifically including, as a minimum, the following:

1. The proposed manner of operation of the business;

2. The goods, wares, services, merchandise or articles to be offered for sale;

3. The proposed dates, hours and duration of operation;

4. The proposed location of operation;

5. Available parking;

6. The proposed fire safety features and proposed lighting;

7. Proposed structures and locations;

8. Site plan;

9. Written, signed and notarized authorization of landowner;

The administrator shall review the application based on such issues as public safety, pedestrian and vehicular traffic, public disturbance and noise concerns. The administrator shall grant, deny or condition the permit based on the above considerations. Written notice of action on the application shall be provided to the applicant within fourteen days of the city's receipt of a completed permit application.

G. Required Approvals.

1. All outdoor mobile vendors shall obtain approval from the Chelan/Douglas Health District prior to commencing any activities. Outdoor mobile vendors are required to comply with all laws, rules and regulations regarding food handling, and all vehicles, equipment, and devices used for the handling, storage, transportation and/or sale of food shall comply with Chapter 246-215 WAC, as amended, and any other rules and regulations respecting such vehicles, equipment, and devices as may be established by the Okanogan County Health District.

2. All outdoor mobile vendors shall have city and state business licenses/registrations.

3. All outdoor mobile vendors shall provide in writing and on a site plan the locations of utilities (water, sewer, stormwater, etc.) servicing the stand or a plan for how water, sewer and stormwater, etc., will be handled. All service locations shall be reviewed by the public works department for approval prior to commencement of activities at any location.

4. All outdoor mobile vendors shall obtain required permits from the city fire chief for installation of LPG tanks and piping.

5. All outdoor mobile vendors that are constructed to use electricity shall obtain a permit from the Washington State Department of Labor and Industries.

6. Any structure or accessory structure that is to be placed and used as a commercial stand shall require review for compliance with this code as amended, which includes at minimum Title 5, Business Licenses, Taxes and Regulations; Title 15, Buildings and Construction; and this title.

H. Development Standards.

1. Shall not conduct business so as to violate any ordinances of the city, including those regulating traffic and rights-of-way, as now in effect or hereafter amended.

2. Shall not be located in such a manner as to cause a traffic hazard.

3. Shall not obstruct or cause to be obstructed the passage of a sidewalk, street, avenue, alley or any other public place by causing people to congregate at or near the place where services are being sold or offered for sale.

4. Are prohibited from occupying required parking spaces and vehicular traffic areas of existing businesses.

5. Employees must have access to sanitary facilities during working hours. If such facilities are to be provided by an adjoining use, the written, signed and notarized approval of the landowner is required.

6. All outdoor mobile vendors operations related to cooking, sale of goods, displays, and other portions of the operation outside of seating, landscaping, and singular display of goods, menus, and signage attached to the stand shall take place from within the enclosed mobile vending unit.

7. Shall provide garbage receptacles for customer use and provide for appropriate waste disposal.

8. All outdoor mobile vendors shall be maintained in a neat and orderly condition and manner, free of debris and litter.

9. Outdoor mobile vendors, including any outdoor or covered seating shall occupy an area no larger than four hundred square feet. The size of an outdoor mobile vendor shall be counted as part of the lot coverage for the specific lot/parcel. If more than one outdoor mobile vendor is permitted per lot/parcel, then the total square footage is reduced to two hundred fifty square feet per outdoor mobile vendor.

10. At the conclusion of business activities at a given location, the vendor shall clean all areas surrounding his or her commercial stand of all debris, trash and litter generated by the vendor's business activities.

11. All advertising shall be placed via wall standards and be placed on the commercial stand. Wall sign regulations shall follow those of the underlying zoning district in relation to the size of the commercial stand; one sandwich board sign no larger than twenty-four inches by thirty-six inches shall be allowed providing its location is approved by the public works director.

12. Outdoor mobile vendors shall submit a site plan providing accurate dimensions and locations of the following:

a. Proposed and existing structures;

b. Proposed and existing land uses;

c. Garbage and trash receptacles;

d. Proposed and existing storage areas;

e. Location of adjacent streets, avenues, and alleys;

f. Ingress and egress locations;

g. "Use" area;

h. Proposed and existing landscaping;

i. Proposed and existing off-street parking.

13. For the purposes of this chapter, the "use" area is defined as an area described in the tenancy agreement between the landowner and tenant (person allowed to possess property belonging to the landowner for rights and privileges detailed in the tenancy agreement) of adequate size to carry on the agreed upon use consistent with city code.

14. Outdoor mobile vendors shall submit a written and notarized consent form from the property owner authorizing the property to be used for the proposed use and approving the accuracy of the site plan.

15. All outdoor mobile vendors shall provide off-street parking spaces in compliance with regulations for the zoning district where located, plus sufficient stacking for six vehicles for vendors with a drive-through component.

I. Time Limitations. Any administrative permit granted by the administrator, or by the city council on appeal, shall be null and void if not exercised within the time specified in such permit or, if no time is specified, within two years of the date of approval of such permit. An administrative permit shall be deemed exercised and remain in full force and effect when a building permit has been issued and substantial construction accomplished, or when substantial investment has been made to establish the use for which the administrative permit has been granted in reliance upon said administrative permit, with the exception of renewable administrative permits granted to mobile vendors and temporary markets. If such permit is abandoned or is discontinued for a continuous period of two years, it may not thereafter be reestablished unless authorized in accordance with the procedure prescribed herein for the establishment of an administratively permitted use.

J. Renewable Administrative Permits. Renewable administrative permits granted to short-term vacation rentals, mobile vendors and temporary markets shall be valid for a period of one year from the date of approval, and shall be renewable annually as long as the permit holder is in compliance with all conditions of the permit.

K. Extension of Time. Upon written request by a property owner or his/her authorized representative prior to the date of administrative permit expiration, the administrator may grant an extension of time up to but not exceeding one year. Such extension of time shall be based upon a finding that there has been no material change of circumstances applicable to the property since the granting of said permit that would be injurious to the neighborhood or otherwise detrimental to the public health, safety and general welfare.

L. Additions and Modifications to Sites and Structures.

1. Minor Additions or Modifications.

a. Minor adjustments are those that may affect the precise dimensions or siting of buildings, but that do not affect the basic character or arrangement of buildings approved, nor the development coverage of the development or the open space requirements. Such dimensional adjustments shall not vary more than 10 percent from the original. Minor adjustments to sites and structures permitted under existing valid administrative permits may be administratively approved by the administrator, subject to the following findings:

i. The proposed addition or modification is determined to be in substantial conformity with any and all previous valid administrative permits for existing uses on the site.

ii. The proposed addition or modification directly relates to a use or structure established under a previous valid administrative permit.

iii. No more than one administrative approval for any such minor addition or modification shall be granted on a single property within any two-year period.

iv. The proposed addition or modification shall still be subject to all other applicable city ordinances and development standards, including setback, screening, or buffering requirements.

v. The proposed addition or modification will be served by existing streets, driveways and utilities, and will not require relocation of any existing structures or other site modifications.

Upon approval of any such minor addition or modification, notice shall be provided to all parties of record with the opportunity to comment on the administrator's decision within 10 business days. If a written objection is filed within 10 business days, the administrator shall reconsider the determination in light of the objection(s) raised and render a final decision. Any party

aggrieved by the administrator's final decision may file an appeal of that decision to the city council pursuant to 17.115.030.

2. Major Adjustments. Major adjustments are those that, when determined by the administrator, substantially change the basic design, coverage, open space or other requirements of the permit. When the administrator determines that a change constitutes a major adjustment, no building or other permit shall be issued without prior review and approval by the city council of such adjustment.

M. Cancellation of an Administrative Permit. A valid administrative permit granted by the administrator, or the city council upon appeal, may be canceled at any time. Cancellation must be initiated by the owner of the property covered by an administrative permit by means of a written request to the administrator. Said permit shall then become null and void within 30 days thereafter.

N. Revocation of Permit. The administrator may revoke, suspend, or add additional conditions to any administrative permit granted under the provisions of this section on any one or more of the following grounds:

1. That the approval was obtained by fraud;

2. That any material fact was concealed or misrepresented on the administrative permit application or on any subsequent applications or reports;

3. That the use for which such approval is granted is not being exercised;

4. That the use for which such approval is granted has ceased to exist or has been suspended for one year or more;

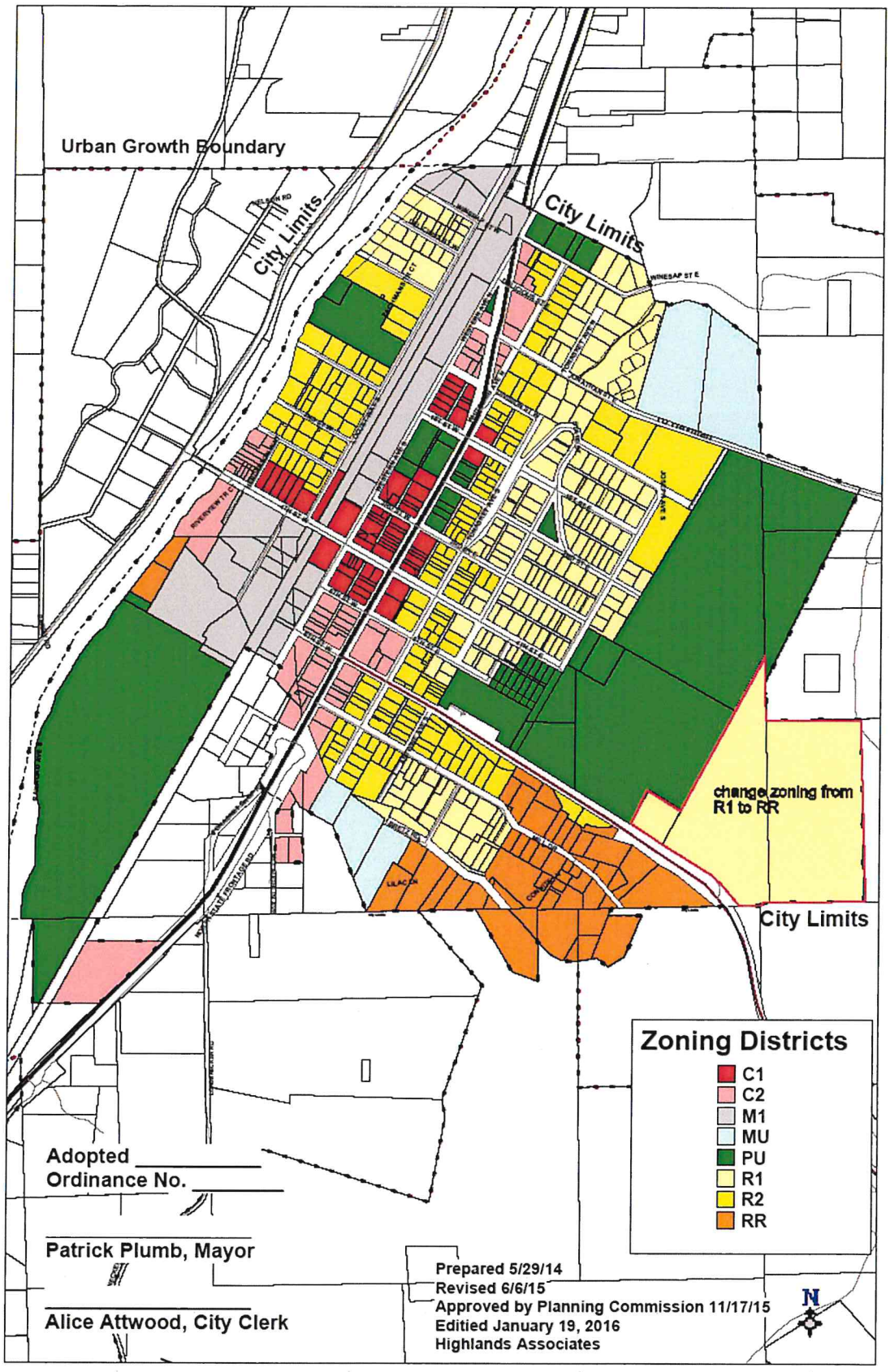
5. That the administrative permit granted is being, or recently has been, exercised contrary to the terms or conditions of such approval, or in violation of any statute, ordinance, law or regulation;

6. That the use for which the approval was granted is being so exercised as to be detrimental to the public health, safety or general welfare, or so as to constitute a nuisance.

K. Posting of Performance Bonds. Notwithstanding the provisions of subsection D of this section, whenever an administrative permit is granted upon any condition or limitation requiring development of a right-of-way, installation of utilities, or other public improvements, the person seeking the administrative permit may be required to furnish security in the form of money or a surety bond in an amount fixed by the administrator, or the city council on appeal, to ensure compliance with the conditions and limitations related to public improvements upon which said permit is granted. Every such bond shall be a performance bond and shall be in a form approved by the city attorney, shall be payable to the city, and shall be conditioned upon compliance with the conditions and limitations upon which said permit is granted.

EXHIBIT D

Amend the Official Zoning Map



ORDINANCE NO. _____

AN ORDINANCE amending Chapter 8.12 of the Tonasket Municipal Code entitled "Piling of Bins".

THE CITY COUNCIL OF THE CITY OF TONASKET, WASHINGTON, DO ORDAIN as follows:

Section 1. Subsection A of Section 8.12.010 of the Tonasket Municipal Code is hereby repealed.

Section 2. Subsection C of Section 8.12.010 of the Tonasket Municipal Code providing as follows:

> There must be not less than 50 feet of clearance between separate piles of bins and not less than 50 feet separation from any buildings.

Is hereby amended to read as follows:

> There must be not less than 20 feet of clearance between separate piles of bins and not less than 50 feet separation from any buildings.

Section 3. Subsection D of Section 8.12.010 of the Tonasket Municipal Code providing as follows:

> The corners of each pile shall be lathed or held together with suitable fastening material to prevent bins from falling.

Is hereby amended to read as follows:

> The corners of each pile shall be lathed or held together with suitable fastening material to prevent bins from falling, or stair step stacked in an orderly fashion.

Section 4. Subsection F of Section 8.12.010 of the Tonasket Municipal Code providing as follows:

> There must be not less than 50 feet between any fire hydrant and a pile or piles of bins.

Is hereby amended to read as follows:

> There will be no blocking of hydrants.

Section 5. This ordinance shall become effective from and after its passage by the council, approval by the Mayor, and publication as required by law.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2024.

APPROVED:

_____
Rene Maldonado, Mayor

ATTEST:

_____
Alice Attwood, City Clerk-Treasurer

APPROVED AS TO FORM:

_____
Michael D. Howe, City Attorney

Alice Attwood

From: Mick Howe <mhowe@ncidata.com>
Sent: Monday, March 18, 2024 9:46 AM
To: Alice Attwood
Subject: Re: FW: GCB 4023 Perfect Passage Tonasket Vicinity Draft copy for City

Alice--I have reviewed this document and have no proposed changes. Mick

On 3/13/2024 2:33 PM, Alice Attwood wrote:

> Mick,
>
> Please review—
>
> Thank you,
>
> Alice
>
> **From:** Kurt Holland <kholland@varela-engr.com>
> **Sent:** Wednesday, March 13, 2024 1:33 PM
> **To:** Alice Attwood <clerktreasurer@tonasketwa.gov>
> **Cc:** Kurt Holland <kholland@varela-engr.com>
> **Subject:** GCB 4023 Perfect Passage Tonasket Vicinity Draft copy for City
>
> Alice,
>
> I have reviewed the attached Agreement between the City and WSDOT for the $600k funding on phase 1 and have no exceptions to the agreement; however, I would recommend M Howe giving a once-over.
>
> I did notice the scope includes sidewalks. Not significant; but, seems to imply responsibility to take part in fixing them, as well as the road.
>
> Kurt

GCB 4023
US 2/97 Perfect Passage- City of Tonasket - Phase 1

This Agreement is between the Washington State Department of Transportation (WSDOT) and the City of Tonasket (City), hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITALS

1. The City is rehabilitating the general stormwater drainage of US 97 (Project). The work includes correcting cross-slopes of US 97 and stormwater conveyance structures. The City and WSDOT have identified that surfacing and deficient ADA ramp crossings and associated features, will be impacted and require replacement between MP 314.97 and MP 315.44.

2. It is deemed in the best interest of WSDOT to participate in funding the roadway resurfacing and deficient ADA ramp crossings and associated features for said Project for the mutual benefit of the local and state transportation system. WSDOT will provide financial support for the Project in the sum of Six Hundred Thousand Dollars ($600,000).

Now therefore, pursuant to RCW 47.28.140 and in consideration of the terms, conditions, and performances contained herein, the recitals as stated above, and the attached Exhibit(s) which are incorporated and made a part hereof, it is mutually agreed as follows:

1. PURPOSE

1.1 The City shall design, secure rights of way and access, and construct ADA updates as part of the Project.

1.2 The City shall design the improvements and complete Project design documentation in accordance with the current version of WSDOT Design Manual (M22-01).

1.3 Plans, specifications, and cost estimates shall be prepared by the City in accordance with the current Washington State Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto, and adopted design standards, (the "Standard Specifications") unless otherwise noted. All Work shall be constructed pursuant to the terms and conditions of the Standard Specifications.

1.4 The City represents and warrants that it shall require its contractor performing the Work to (i) defend and indemnify WSDOT and the Indemnified Parties as fully set forth in Section 1-07.14 of the Standard Specifications, and (ii) obtain all insurance coverages, including but not limited to all additional insured coverages for the benefit of WSDOT, as required under Section 1-07.18, until acceptance of the Work.

1.5 WSDOT agrees, upon satisfactory completion of the Work and inspection, to deliver a letter of acceptance which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the Work under this Agreement, with the exception of claims for latent defects in the Work or any defense and indemnity obligations.

2. TERM

2.1 This Agreement shall commence upon execution and shall remain in effect until acceptance of the Work by WSDOT, as noted in Section 1.5, unless terminated by one or both Parties as set forth below.

3. TERMINATION

3.1 This Agreement may be terminated for cause by either Party if the other Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if the other Party violates any of the terms and conditions of this Agreement. The notice of intent to terminate for cause shall be issued by a Party in writing and the other Party shall have the opportunity to correct the violation or failure within fifteen (15) working days of the date of the notice. If the failure or violation is not corrected within the time allowed, this Agreement will automatically terminate.

3.2 The City or WSDOT may terminate this agreement at any point prior to the award of the Project for competitive bid.

4. PAYMENT

4.1 WSDOT, in consideration of the faithful performance of the Work to be done by the City, in accordance with this Agreement, agrees to reimburse the City for the actual direct and related indirect cost of the work in an amount not to exceed Six Hundred Thousand Dollars ($600,000).

4.2 Partial payments shall be made by WSDOT, upon the City's submittal of an invoice for direct and related indirect costs. Each invoice shall include proper documentation of all charges incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.

4.3 The City agrees to submit a final bill to WSDOT within forty-five (45) days after the completion of Work and acceptance by WSDOT, provided that all such Work is performed and completed pursuant to the requirements of Section 1.

4.4 WSDOT Fiscal Year End Closure Requirements (chapter 43.88 RCW): Any invoices for Work performed between July 1 and June 30 of any given year must be submitted to WSDOT no later than July 6th (or the first business day after the July 4th holiday) of the same calendar year. If the Agency is unable to provide an invoice for such Work by this date, an estimate of all remaining payable costs must be submitted to WSDOT no later than July 19th of the same year in order for WSDOT to accrue the amount necessary for payment. The Agency will thereafter submit any remaining invoices to WSDOT for such Work as soon as possible. Failure to comply with these requirements may result in delayed payment. WSDOT shall not be required to pay to the Agency late payment fees, interest, incidental costs, or any other costs related to a delayed payment if the Agency fails to comply with the invoice requirements of this Section.

5. RIGHT OF ENTRY

5.1 Each Party hereby grants to the other Parties, their contractors, consultants, employees, and agents a right of entry upon the real property for which the Party holds fee title as may be necessary to perform the Work required under this Agreement.

5.2 The granting of the right of entry pursuant to this Agreement does not relieve the party exercising the right of entry from obtaining all permits required from WSDOT or other permitting authority to perform the Work required under this Agreement.

6. LEGAL RELATIONS

6.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed as a result of this Agreement.

6.2 The Parties shall be deemed independent contractors for all purposes, and the employees of the Parties or any of their contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.

6.3 No liability shall attach to the City or WSDOT by reason of entering into this Agreement except as expressly provided herein.

7. INDEMNIFICATION

7.1 To the extent as allowed in law, each Party to this Agreement will 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, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's, or that Party's contractors, subcontractors or consultants, negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party, or that Party's contractors, subcontractors, or consultants. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, or the Party's contractors, subcontractors, or consultants and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.

7.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

7.3 This indemnification and waiver will survive the termination of this Agreement.

8. DISPUTE RESOLUTION

8.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

8.1.1 The designated representatives of the Parties shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. They shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. They shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

8.1.2 A Party's designated representative shall notify the other Party in writing of any dispute or issue that the designated representative believes may require formal resolution contained herein. They shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

8.1.3 In the event they cannot resolve the dispute or issue, the Agency, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

8.1.4 In the event the Agency and WSDOT's Region Administrator, or their respective designees, cannot resolve the dispute or issue, the Agency and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

9. RECORDS AND AUDIT

9.1 All records related to the Work performed under this Agreement shall be held and kept available for inspection and audit for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. In the event of litigation or claim arising from the performance of this Agreement, the Agency and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.

10. GENERAL PROVISIONS

10.1 Assurances. The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, State, and local laws, rules, and regulations as they currently exist or as amended.

10.2 Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The titles to paragraphs and sections of this Agreement are for the convenience only and shall have no effect on the construction or interpretation of any part hereof.

10.3 Amendments. This Agreement may be amended only by the mutual written agreement of the Parties executed by personnel authorized to bind each of the Parties.

10.4 Waiver. A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the waiving Party and attached to the original Agreement.

10.5 All Writings Contained Herein. This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.

10.6 Venue. Exhaustion of the dispute resolution process set forth in Section 8 is a prerequisite for instituting legal proceedings in a court of law. In the event that a lawsuit is necessary, the exclusive venue for any action brought under this Agreement involving WSDOT shall be in Superior Court for Thurston County, State of Washington.

10.7 Severability. If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

10.8 Authority to Bind. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

11. COUNTERPARTS AND ELECTRONIC SIGNATURE

11.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each Party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each Party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other Party is relying on its electronic or "PDF" signature.

In Witness Whereof, the Parties hereto have executed this Agreement as of the Party's date signed last below.

City of Tonasket	**Washington State Department of Transportation**
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
Approved as to Form City of Tonasket	**Approved as to Form Washington State Department of Transportation**
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:


6TH ST E
Gerald Green Property

REPLAT
OF BLOCK 9 ORIGINAL TOWNSITE OF TONASKET AND BLOCKS 9 and 12 RIVERVIEW ADDITION TO TONASKET

CERTIFICATE

I, D C Warfel, do certify that the Replat of Block 9 Original Townsite of Tonasket and Blocks 9, and 12 Riverview Addition to Tonasket is based on an actual survey, that all distances and angles shown on here are correct, and that all corners are marked on the ground by hubs with tacks

D.C. Warfel
Civil Eng.
Okanogan, Wash.

Examined & approved 12/17/21
E R Myers Loc Engr.
State Hiway Dept

DESCRIPTION

This is a replat of Block 9 Original Townsite of Tonasket; and Blocks 9 and 12 Riverview Addition to Tonasket, as shown on the Original plats on file in the office of the County Engineer at Okanogan Washington

DEDICATION

Know all men by these presents —
That we the BONAPARTE LAND COMPANY owners in fee simple of the lands hereby platted, hereby declare this plat, and hereby dedicate to the public use forever all the lands embraced in the streets shown hereon
In witness whereof we have here unto set our hands this 10th day of August A.D 1920

Bonaparte Land Company
By Arthur Lund Pres
By T.C. Dodge Sec.

BONAPARTE LAND COMPANY INCORPORATED SEAL WASHINGTON

153226
INDEXED... H
RECORDED ..
PAGED ..
COMPARED ..
RECEIPTED ..

STATE OF WASHINGTON) ss
COUNTY OF OKANOGAN)

This is to certify that this instrument was filed for record in the office of the Auditor of Okanogan County on the 13 day of February 1923 at 8 o'clock and 45 min A m at the request of County Commissioners and recorded in volume "D" of Town Plats on pages 10 records of said county. Inclusive.

Jas. H Silverthorn
Auditor Okanogan County, Wash.
By ... Deputy

ACKNOWLEDGEMENT

STATE OF WASHINGTON) ss
COUNTY OF OKANOGAN)

I, the undersigned a Notary Public in and for the State of Washington, residing at Tonasket, Washington, do hereby certify that on this 10th day of August A.D 1920, before me personally appeared Arthur Lund to me known to be the president and T C Dodge, to me known to be the secretary of the corporation that executed the within dedication, and each acknowledged said dedication to be the free and voluntary act and deed of said corporation, for the purposes and uses therein mentioned, and on oath stated that they were authorized to execute said dedication and that the seal affixed is the corporate seal of the corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written

D. M. Pfau
Notary Public in and for the State of Washington
Residing at Tonasket
My commission Expires July 21, 1924

NOTARY PUBLIC STATE OF WASHINGTON JUL 21 1924 MY COMMISSION EXPIRES

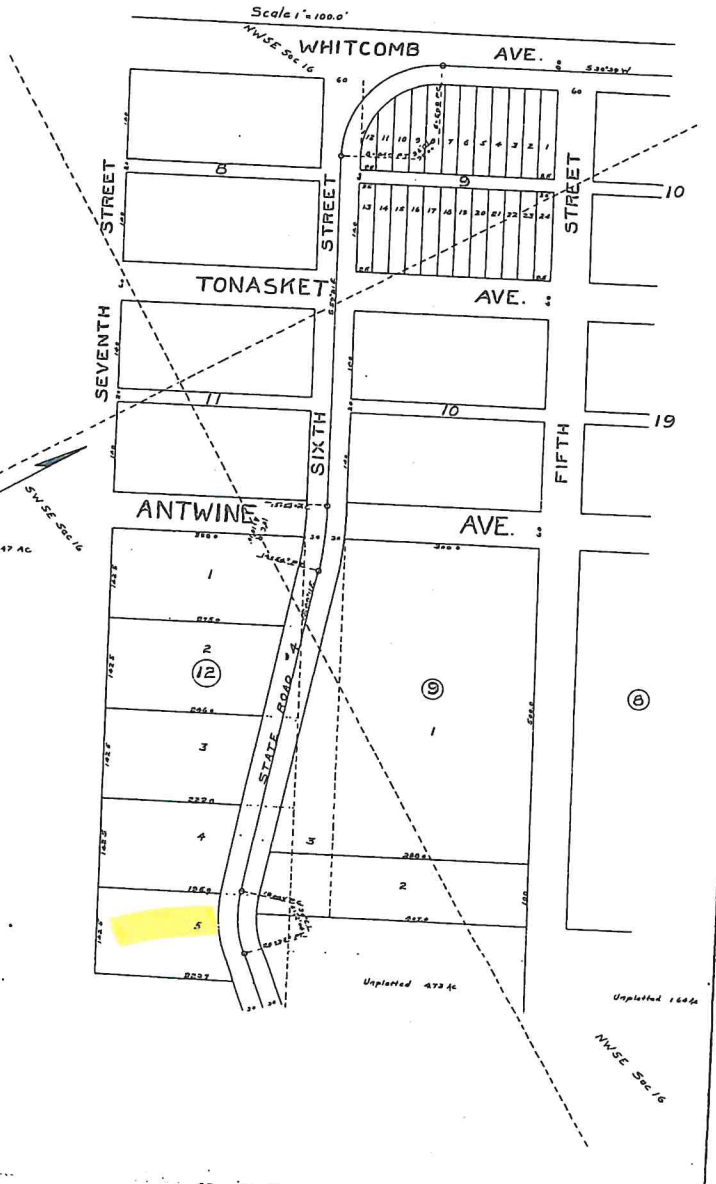
Examined and approved by me this 6 day of Dec A D 1920
D.C Warfel
County Engineer

Examined and approved by me this 7 day of Feb A D. 1923
R.A Nixon
Chairman of the
Board of County Commissioners

TAX CERTIFICATE

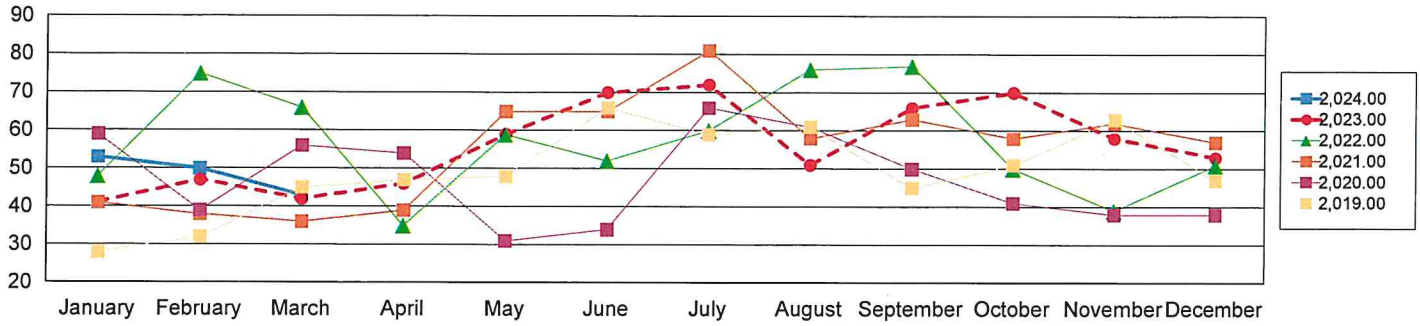
I, Dale S Rice, Treasurer in and for Okanogan County Wash, here by certify that all Taxes on the property shown on this plat, have been paid, for the year 1922 and prior years

Dale S Rice
County Treasurer



Okanogan County Sheriff's Office

Tonasket - Monthly Activity Law Incidents



- Total City Incidents in last 30 days: **65**
- Thefts in last 30 days:
- Burglary / Trespass in last 30 days: **7**
- Assaults / Disputes in last 30 days: **1**
- Traffic incidents in last 30 days: **5**
- Total City Incidents YTD: **164**

Traffic Stops: **4**

Law Incidents - Last 30 Days

OCSO			65		
03/08/2024	14:25	DOMESTIC DISPUT	3RD	TONASKET	S24-01392
03/14/2024	11:11	AGENCY REFERRAL	ANTWINE	TONASKET	S24-01497
03/04/2024	17:07	LITTERING	WESTERN	TONASKET	S24-01317
03/09/2024	11:32	THREATENING	MILL	TONASKET	S24-01407
03/09/2024	16:56	TRESPASSING	MILL	TONASKET	S24-01413
03/11/2024	9:22	AGENCY REFERRAL	ANTWINE	TONASKET	S24-01445
02/20/2024	13:26	ACCIDENT HITRUN	WESTERN	TONASKET	S24-01047
03/09/2024	2:54	TRESPASSING	WESTERN	TONASKET	S24-01404
03/10/2024	0:55	TRESPASSING	WESTERN	TONASKET	S24-01420
03/11/2024	15:24	SUSPICIOUS	WESTERN	TONASKET	S24-01454
02/27/2024	16:08	CIVIL	MILL	TONASKET	S24-01193
03/01/2024	19:11	THREATENING	WHITCOMB	TONASKET	S24-01259
02/21/2024	7:17	NOISE COMPLAINT	TONASKET	TONASKET	S24-01061
02/21/2024	16:51	VIOLATE ORDER	TONASKET	TONASKET	S24-01075
02/27/2024	20:00	SUSPICIOUS	TONASKET	TONASKET	S24-01197
03/02/2024	13:01	CIVIL	TONASKET	TONASKET	S24-01271
03/07/2024	1:13	WANTED PERSON	TONASKET	TONASKET	S24-01355
03/17/2024	19:05	HARASSMENT	TONASKET	TONASKET	S24-01560
03/08/2024	22:08	CIVIL	TONASKET	TONASKET	S24-01402
03/09/2024	18:55	CIVIL	TONASKET	TONASKET	S24-01415
03/10/2024	9:20	NOISE COMPLAINT	TONASKET	TONASKET	S24-01424

03/15/2024 7:48	CITIZEN ASSIST	TONASKET	TONASKET	S24-01508
03/07/2024 14:07	EXTRA PATROL	4TH	TONASKET	S24-01364
03/06/2024 15:13	EXTRA PATROL	4TH	TONASKET	S24-01346
03/15/2024 15:13	HARASSMENT	4TH	TONASKET	S24-01516
02/20/2024 8:29	VIN INSPECTION	7TH	TONASKET	S24-01037
03/07/2024 17:48	WELFARE CHECK	1ST	TONASKET	S24-01370
03/14/2024 18:19	EXTRA PATROL	TONASKET SHOP	TONASKET	S24-01503
02/26/2024 10:01	CITIZEN ASSIST	NORTH STATE FRONTAGE	TONASKET	S24-01165
02/19/2024 12:11	ACCIDENT HITRUN	HWY 97	TONASKET	S24-01026
02/28/2024 12:36	ANIMAL STRAY	HWY 97	TONASKET	S24-01208
02/26/2024 14:44	CITIZEN ASSIST	WESTERN	TONASKET	S24-01173
03/08/2024 10:35	LOITERING	LOCUST	TONASKET	S24-01384
03/10/2024 20:04	ALARM BURGLARY	WHITCOMB	TONASKET	S24-01436
02/20/2024 11:35	JUVENILE PROB	HWY 20	TONASKET	S24-01042
03/13/2024 11:28	SUSPICIOUS	HWY 20	TONASKET	S24-01483
02/20/2024 19:13	MAL MISCHIEF	WHITCOMB	TONASKET	S24-01053
02/26/2024 11:46	THREATENING	HIGHWAY 20	TONASKET	S24-01166
03/02/2024 10:07	ACCIDENT NONINJ	HIGHWAY 20	TONASKET	S24-01266
03/08/2024 13:38	SUSPICIOUS	WESTERN	TONASKET	S24-01389
02/24/2024 16:26	DISABLED VEHICL	5TH	TONASKET	S24-01138
03/11/2024 21:12	ROAD RAGE	3RD	TONASKET	S24-01462
02/21/2024 17:49	ATTEMPT-LOC NT	3RD	TONASKET	S24-01078
03/09/2024 23:44	DISORDERLY	TONASKET	TONASKET	S24-01419
03/07/2024 11:48	SUSPICIOUS	LOCUST	TONASKET	S24-01360
02/27/2024 13:10	CIVIL	HWY 20	TONASKET	S24-01192
02/18/2024 2:57	HARASSMENT	WHITCOMB	TONASKET	S24-01004
02/18/2024 12:56	HARASSMENT	WHITCOMB	TONASKET	S24-01012
03/16/2024 18:12	HARASSMENT	WHITCOMB	TONASKET	S24-01543
03/17/2024 14:46	VIOLATE ORDER	WHITCOMB	TONASKET	S24-01555
03/02/2024 9:43	CITIZEN ASSIST	HWY 20	TONASKET	S24-01264
03/15/2024 12:31	ABANDONED VEHIC	2ND	TONASKET	S24-01514
02/20/2024 21:44	CITIZEN CONTACT	WHITCOMB	TONASKET	S24-01057
02/26/2024 21:57	LOITERING	WHITCOMB	TONASKET	S24-01177
03/01/2024 15:47	SUSPICIOUS	WHITCOMB	TONASKET	S24-01252
03/18/2024 3:50	DISORDERLY	WHITCOMB	TONASKET	S24-01564
03/17/2024 13:01	CITIZEN ASSIST	WHITCOMB	TONASKET	S24-01554
02/20/2024 10:49	UTILITY PROBLEM	WESTERN	TONASKET	S24-01040
03/16/2024 1:05	ALARM BURGLARY	WESTERN	TONASKET	S24-01527
03/05/2024 9:14	WELFARE CHECK	TONASKET	TONASKET	S24-01325
02/22/2024 15:32	AGENCY ASSIST	3RD	TONASKET	S24-01096
03/04/2024 13:43	URINATE IN PUB	WHITCOMB	TONASKET	S24-01313
03/13/2024 13:22	CITIZEN ASSIST	MILL	TONASKET	S24-01485
03/08/2024 19:28	TRESPASSING	2ND	TONASKET	S24-01401
03/07/2024 14:21	SUSPICIOUS	LOCUST	TONASKET	S24-01365

EMS Calls - Last 30 Days

LIFELINE EMS		**20**	
02/17/2024	00:53	TRANSFER PATIEN	E24-00820
02/18/2024	06:37	TRANSFER PATIEN	E24-00840
02/18/2024	18:41	TRANSFER PATIEN	E24-00849
02/22/2024	21:59	TRANSFER PATIEN	E24-00930
02/23/2024	03:16	TRANSFER PATIEN	E24-00937
02/24/2024	10:37	TRANSFER PATIEN	E24-00953
02/28/2024	22:57	TRANSFER PATIEN	E24-01032
03/04/2024	17:38	TRANSFER PATIEN	E24-01090
03/06/2024	13:16	TRANSFER PATIEN	E24-01125
03/07/2024	15:08	TRANSFER PATIEN	E24-01146
03/08/2024	06:41	TRANSFER PATIEN	E24-01155
03/09/2024	06:41	TRANSFER PATIEN	E24-01171
03/11/2024	13:27	TRANSFER PATIEN	E24-01204
03/11/2024	15:33	TRANSFER PATIEN	E24-01212
03/11/2024	20:34	TRANSFER PATIEN	E24-01219
03/14/2024	18:22	TRANSFER PATIEN	E24-01268
03/14/2024	19:09	TRANSFER PATIEN	E24-01269
03/16/2024	08:31	TRANSFER PATIEN	E24-01292
03/16/2024	11:40	TRANSFER PATIEN	E24-01294
03/13/2024	19:11	TRANSFER PATIEN	E24-01252
OROVILLE EMS		**3**	
03/14/2024	09:24	ALARM MEDICAL	E24-01256
03/08/2024	19:28	TRESPASSING	E24-01166
03/12/2024	11:10	FALL	E24-01234
TONASKET EMS		**5**	
03/12/2024	11:10	FALL	E24-01237
03/08/2024	19:28	TRESPASSING	E24-01165
02/20/2024	11:12	FIRE STRUCTURE	E24-00868
02/22/2024	15:32	SEIZURE	E24-00923
02/18/2024	18:34	ALARM MEDICAL	E24-00848

Fire Calls - Last 30 Days

OKANOGAN FIRE DEPARTMENT FD03			**1**
02/20/2024	10:49	UTILITY PROBLEM	F24-00292
TONASKET FIRE			**2**
02/20/2024	10:49	UTILITY PROBLEM	F24-00291
02/20/2024	11:12	FIRE STRUCTURE	F24-00293

S WESTERN AVE

S WESTERN AVE
S WHITCOMB AV