

Tonasket City Council Agenda

Tuesday, August 13, 2019

7:00 pm

Public Comment will be held at the end of the meeting. Those wishing to speak must sign in prior to the beginning of the meeting. No sign ups allowed after the meeting has started. There will be 15 minutes dedicated to public comment allowing up to 5 people, 3 minutes each.

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Cindy Benitez---Garlic Fest
- 4) Kurt Danison Report
- 5) Unfinished Business
 - a) Approve agreement with Municode for the City's website
- 6) Department Head Reports
- 7) Mayor/Council/Committee Reports
- 8) New Business
 - a) Authorize Mayor and City Clerk to proceed with loan for City Hall Complex roof and authorize signature of applicable documents The final documents will be presented to Council.
 - b) Approve costs for Civil Service Commission to attend Civil Service Conference Sept 9 and 10.
 - c) Excuse Councilmember Ritter from the Council meeting.
 - d) Accepting donations for free swim days.
- 9) Miscellaneous and Correspondence
- 10) Public Comment
- 11) Approval of Consent Agenda: Minutes of the previous meeting, minutes of the special meeting, the July Payroll and the August Bills.
- 12) Adjournment

Council Memo
For Tuesday, August 13, 2019

TO: Mayor and City Councilmembers

FROM: City Clerk-Treasurer

I have been in contact with the Conservation District and they do not have an arborist. I have contacted an arborist in the Quincy area and he will be here on Tuesday, the 13th and go to History Park. Councilmember Kriner will be meeting him and also Darren Johnson. The cost is around \$150.

I have contacted two banks regarding the loan for the City Hall roof. Cashmere Valley Bank has the lowest interest. I have also contacted US Bank and I am getting information from both banks. It appears we will need to go through bond counsel for each bank. I am awaiting information so a decision can be made. It is my recommendation that you authorize the Mayor, City Clerk and Finance Committee to make the decision as to which bank to go with so the loan can proceed. Requires action.

Cindy Benitez asked to be on the agenda to talk about Garlic Festival.

The agreement with Municode is ready to be approved for signature. Muni Code was the best choice for the city's website—they have the most experience with municipalities and also offer a payment option. Requires action.

The Annual Civil Service Conference is coming up in September and there is some interest from the Commissioners to attend. There is the ability to have the registration paid for with funds from our insurance company. We do not have funds budgeted at this time for the mileage and room and food. I need direction from the Council how you would like to proceed with this matter. Requires action if the Council decides to pay for costs.

Subway donated funds to the swim pool for a free swim day. Apparently other people would like to sponsor the same thing for the evening swim or maybe another public swim. I think it is important the Council is aware of this and that it is a consensus or even maybe an action item that the Council approves.

Minutes of the Regular City Council Meeting Tuesday, July 23, 2019

DRAFT

Present: Mayor Brown and Councilmembers Kriner, Levine, Ritter and Sackman.

Staff: Attwood

The meeting was called to order at 7:00 pm and the pledge of allegiance was given by all.

Motion to approve the minutes of the previous meeting and the special meeting/workshop. M/Ritter, S/Kriner. Carried 4:0.

Steve Lorz was in attendance to discuss the trees in History Park. There was much discussion on the trees in History Park and the historical importance of the trees and also the possible liability of tree limbs coming down and injuring a person or property. There was also brief discussion about the plaques that are placed at the base of some of the trees and how to take care of them if the trees are removed. No decision was made regarding the plaques.

Motion to allow up to \$1000 be spent to hire an arborist to inspect the trees in History Park and to have staff check with the Conservation District to see if they have an arborist that could do the work. M/Ritter, S/Levine. Carried 4:0.

Jordon Weddle, Park and Recreation District, informed the Mayor and Council they would like to purchase an AED, shades and benches for the Swim Pool and asked for the Council's approval. The Park and Recreation District also would like the Council to approve the increase in the Budget with the City, for 2019 by \$7500. The funds were additional grant funds.

Motion to allow the Park and Recreation District to purchase an AED, shades and benches for the Swim pool. M/Ritter, S/Sackman. Carried 4:0.

Jennifer Ward asked to be on the agenda regarding the Tonasket Law Enforcement Services Agreement and Police Department Funds Expenses. Ms. Ward voiced her concern regarding the Law Enforcement Agreement with the Sheriff's Department, the hours worked and how to measure those hours and also concerns about the funds at the end of the year in the Police line items being carried over to the next year.

Unfinished Business

Motion to allow Varela and Associates to proceed with the TIB applications for 2nd Street and Chip Seal of several streets. M/Ritter, S/Kriner. Carried 4:0.

Ashley Range, Executive Director of the Community Cultural Center, was in attendance to discuss a complaint about the Music in the Park event. Ms. Range apologized for the loud music and stated the next event's music will be more mellow. It was suggested the event could go to another park.

Mayor/Council/Committee Reports

Levine

- Went to Splash Park, had a blast. Lady there praised the Councilmember who cleaned it up.
- Attended the hospital meeting—they need doctors.
- Tractor Pulls well attended.
- Is it possible to put a portable toilet in Little Learners Park?
- What are the hours of the Splash Park?

Kriner

- The Personnel Policy needs to be reviewed and updated.
- Reported she is attending the Budget and Finance meeting in Leavenworth.
- Park plaques discussed.
- Little Learners park sign discussed that less verbiage should be on the sign than the other park signs.

- Need to have a follow-up meeting regarding the retreat that was held earlier this year to see what has been accomplished.

It was decided to have the special meeting on Thursday, July 25, 2019 at 6:10 pm at City Hall.

Sackman

- The quarterly meeting with Sheriff Tony Hawley has not happened yet. Councilmember Ritter suggested Councilmember Levine be a back- up person in case one of the Committee can't attend. This meeting will be scheduled soon.
- Tractor pulls at the Rodeo Grounds were great.

Ritter

- Reported she attended the Perfect Passage meeting. They will be looking for grant funds and the project may be in several phases.
- Inquired about the Round Up. Christian has not attended a Council meeting and there are two important issues. This problem has been going on for over a year.

Mayor

- Attended hospital meeting and it was educational.

Department Head Reports

Attwood: No Report

Hawley:

- Deputies spending time in the city—it will be easier when the Tonasket Deputies are here.
- Deputy for Tonasket being trained will graduate September 13 and the 2nd Deputy will start the academy soon.

Motion to excuse Councilmember Moreno from the meeting. M/Ritter, S/Levine. Carried 4:0.

Motion to approve the adjusted Budget Agreement between the City of Tonasket and the Parks and Recreation District with the addition of another line item for the grant funds. M/Sackman, S/Ritter. Carried 4:0.

Motion to adopt Ordinance #807, a budget amendment. M/Ritter, S/Kriner. Carried 4:0.

Miscellaneous and Correspondence-None

Public Comment

Jeff McMillan

- Stated Steve Lorz answered his questions.

Phil Christy

- Gave Mayor and Council a letter from Green Okanogan requesting support for a grant. Consensus of Council to send a letter of support for the grant.

Brenda Jones

- Commented about the trees in History Park.
- Also commented on licensed sprays in residential areas.
- Should rope off areas in park next to trees.
- Situation at Round Up going on too long.

Jerry Anderson

- No comment

There being no further business the meeting was declared adjourned.

DRAFT

Present: Mayor Brown and Councilmembers Kriner, Levine, Ritter and Sackman.

Staff: Darren Johnson, Troy Nielsen, Frank Holfeltz and Deniece Miller

This meeting was held at City Hall and notice was properly given.

This meeting was a follow up on the subjects discussed at the retreat that was held on March 23, 2019, goals, priority items and projects for years to come.

There was discussion on prioritizing the big items.

Sewer: Public Works needs a better process when the aeration system in the sewer ponds need replaced. They would like to build a barge for this. Council asked Johnson to speak with Clerk Attwood about funds in the reserve fund to cover it. An assessment needs to be done on the lift station and Council would like Varela's to be contacted to do it.

City Shop: The shop roof was discussed and Council would like Clerk Attwood to look into a USDA loan for a grant for the roof, 3 bay doors and a storage mezzanine.

Water: Public Works would like to purchase a hot water pipe thawer before this winter.

Equipment: Brakes are needed for the backhoe. Council will look into a grant when they attend IACC for a new plow truck. For other pieces of equipment they need to be put on the 2020 budget.

Parks: There was a discussion about the trees in the park. People are very emotional about them. Council would like to remove any trees that could cause a danger or are dead. The spring clean-up was discussed and Public Works would like the pick-up of yard debris to be scheduled the week before the actual time of pick up, and no pick-ups scheduled during the week of the clean-up. There was discussion on picking up different sections of town on certain days of the week.

The workshop adjourned at 7:57 pm.

Deniece Miller, Deputy Clerk-Treasurer

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between Tonasket, Washington ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) **Obligation of Confidentiality.** During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Washington without resort to any jurisdiction's conflicts of law, rules or doctrines.

Submitted by:

Municipal Code Corporation

By: Brian Gilday

Title: Brian Gilday - President, Website Division

Accepted by:

By: _____

Title: _____

Date: _____

PAYMENT SCHEDULE

Option A: Standard Payment Schedule

Year 1

Sign contract	50% of one-time costs (\$2,300)
Implement design and features	50% of one-time costs (\$2,300)
Conduct training (site moved to production / annual support begins)	annual hosting and support (\$1,800)

Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Payment schedule will be adjusted accordingly based on selected optional features.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.

Option B: 4-year Interest-free Payment Schedule

- Year 1	o at time of contract signature		
	▪ Project payment 1 of 4		\$1,150
	▪ Annual website hosting/support		\$1,800
	▪ Total year 1		\$2,950
- Year 2	o one year from contract signature		
	▪ Project payment 2 of 4		\$1,150
	▪ Annual website hosting/support		\$1,800
	▪ Total year 2		\$2,950
- Year 3	o two years from contract signature		
	▪ Project payment 3 of 4		\$1,150
	▪ Annual website hosting/support		\$1,800
	▪ Total year 3		\$2,950
- Year 4	o three years from contract signature		
	▪ Project payment 4 of 4		\$1,150
	▪ Annual website hosting/support		\$1,800
	▪ Total year 4		\$2,950

Notes

- Four-year commitment required.
- Guaranteed pricing. Hosting and Support fees will not increase for first four years.
- Payment schedule will be adjusted accordingly based on selected optional features.
- Annual hosting and support fees starting year five will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.



September 9 - 10, 2019
Yakima Convention Center
10 North 8th Street
Yakima, WA 98901

Presented by: Foster Pepper PLLC
With special support from: Public Safety Testing, Inc.

About the Event

Foster Pepper is pleased to present the 38th Annual Civil Service Conference. This year's conference will take place in Yakima, WA on Monday, September 9 and Tuesday, September 10, 2019. All Preconference, Conference and Public Safety Testing events will take place at the [Yakima Convention Center](#).

Who Should Attend

The Conference provides the Civil Service Commissioner, Secretary and Examiner, other local human resources officials and legal counsel with practical information on best practices and emerging issues they face every day. For those new to civil service or those seeking a refresher course, we also offer a preconference session.

Registration

To register, please send your name, company name and registration type (full conference, conference only or pre-conference only) to events@foster.com by Wednesday, September 4, 2019.

Conference Schedule

Monday, September 9, 2019

- 9:00 a.m. – 12:00 p.m. **Annual All Agency Business Meeting**
Jon Walters | Public Safety Testing, Inc.
- 1:00 – 4:30 p.m. **Preconference Registration**
- 1:30 – 4:30 p.m. **Basic Training for New Commissioners & Staff (Preconference)**
Steve DiJulio | Foster Pepper
- 4:30 – 6:30 p.m. **Welcome Reception**

Tuesday, September 10, 2019

- 7:30 – 8:00 a.m. **Conference Registration & Continental Breakfast**
- 8:00 a.m. – 12:00 p.m. **Presentations**
- 12:00 – 1:15 p.m. **LUNCH**
- 1:15 – 3:00 p.m. **Presentations**

Building & Permits Department Activity Synopsis
August 13, 2019 Council Meeting

Status of City Projects:

Risk Mapping: Received notice that the new flood maps will be prepared for consideration in the fall of 2020.

South R/R Crossing: No activity

Parry's Acres: No activity.

City Hall Complex: Provided guidance on drying storm-water out of the building. Closed out reroof permit.

Airport County Zoning Map Amendment: No activity.

Public Works Shop: No activity.

Highway 20 Retaining Wall: No activity.

Permitting Activity:

213 Western Ave., S. Issued a final on a permit to replace the fire suppression system on a type 1 hood system.

209 Whitcomb Ave., S. Issued a final on a permit to replace the roof covering and insulation on a public building.

318/316 Whitcomb Ave., S. Issued a conditional permit to combine two units and miscellaneous framing repairs to a retail building.

Status of Larger Projects/Issues:

Pleasant Glades Work on the buildings is continuing

Mill Drive Long Plat Awaiting construction plans.

Alternative High School – Under temporary occupancy; until some minor issues are completed.

Double S Meats – Awaiting construction plans.

Other Activities:

Site Analysis: Provided information on working in the floodplain and riparian corridor.

Code Analysis: Provided information on step footings, accessibility and preliminary plan review of a clinic remodel.

General: Provided guidance on the process of installing a FAS food service kiosk. Researching the who, when and how much issues on the City acquisition of History Park.

Compliance:

319 Whitcomb Ave., S. Substandard housing. Re-posted building with vacation order to be effective in accordance original Notice & Order; Discussed the deliverables that are needed for substantial compliance with the order and what steps could be taken for compliance after vacation.

225 ½ 1st St., W. Work completed; matter closed.

225 1st St., S. Possible substandard housing. Owner working on resolution.

220 Whitcomb Ave., S. Possible substandard housing. Seeking search warrant with the assistance of City Attorney.

203 5th St., E. Work without a permit. Owner has applied for the permit, awaiting plans.

36 Hwy 20, E. Substandard Housing/Garbage. Awaiting response.

309 Space #6 4th St., W. Work without a permit. Met with owner of improvements regarding compliance methods.

117 7th St., E. Garbage At the request of the Mortgage Servicer, inspected the property from the right-of-way and found a material amount of garbage. Declared the garbage a public nuisance and directed it to be abated.

1177 Pine Creek Rd.
Tonasket, WA 98855
August 7, 2019

Tonasket City Council
Tonasket, WA 98855

Dear Council Members:

I am writing in regard to the 9 Locust trees that you are considering chopping down in History Park.

I concur with Mr. Lorz's suggestion that other methods, such as topping or pruning these trees be considered before eliminating them altogether. These trees are particularly significant, being planted especially in memory of previous residents. In addition, as a "Tree City" Tonasket has the obligation to preserve existing trees on public property.

I note that one of the requirements as a Tree City is "a community forestry program with an annual budget of \$2 per capita." Therefore can we assume that money is being budgeted not only for tree removal but also to "encourage the enhancement, preservation, protection of trees on public property, as well as additional planting of trees and shrubs" (2-18-010(C2))? It would seem that before the Council approves any tree removal that the Tonasket Tree Board be consulted and an arborist brought in if necessary. Possibly the Arbor Day Foundation, who directs the Tree City program, could be contacted for help on this?

Trees, both public and private, are one of Tonasket's better features and serve to make the town more liveable and attractive. They deserve more consideration than they appear to be getting. Currently, the town's Tree Board consists of only 3 people. Would it be possible to find more citizens with an interest in getting involved in an active community forestry program, such as those in Oroville and Omak? A more active and responsive group could make a big difference in developing and sustaining an interest in caring for Tonasket's beautiful trees.

Sincerely,

Jessica McNamara