

Tonasket City Council Agenda

Tuesday, July 23, 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) Approval of Minutes of the previous meeting and the special meeting/Workshop
- 4) Jennifer Ward---Tonasket Law Enforcement Services and Police Department Funds Expenses
- 5) Steve Lorz---City Park Trees
- 6) Jordon Weddle—Purchasing an AED, shade and additional benches for the Pool
- 7) Unfinished Business
 - a) Varela & Assoc./Approval of Transportation Improvement Board Applications
- 8) Mayor/Council/Committee Reports
- 9) Department Head Reports
- 10) New Business
 - a) Approve the Adjusted Budget Agreement between the City of Tonasket and the Parks and Recreation District
 - b) Approve Budget Amendment Ordinance #807
- 11) Miscellaneous and Correspondence
- 12) Public Comment
- 13) Adjournment

City Council Memo
Tuesday, July 23, 2019

TO: Mayor and City Councilmembers

FROM: City Clerk-Treasurer

Jennifer Ward has asked to be on the agenda and I have included her supporting documents.

Steve Lorz has asked to be on the agenda regarding the City Park trees.

Jordon Weddle would like to talk to the Mayor and Council about purchasing an AED, shade panels and additional benches for the swim pool. If the Council agrees, will require action.

Varela and Associates has written a letter about additional TIB applications. This will require action if the Council would like to proceed with their recommendation.

The Park and Recreation District has amended their budget and the adjusted Budget Agreement will require action.

I have also included a Budget amendment, #807, to increase the City's Budget, Swim Pool fund, by the same amount as the Park and Recreation District's Amended Budget Agreement, \$7,500. Requires action.

Minutes of the Regular City Council Meeting Tuesday, July 9, 2019

DRAFT

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

Staff: D. Johnson and Attwood

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

Ashley Range, Community Cultural Center, was unable to attend the meeting. There was a brief discussion regarding the Music in the Park and the noise from the music. It was stated the event is abiding by the local rules and it was suggested a copy of the ordinance should be sent to the CCC.

Unfinished Business: None

Mayor/Council/Committee Reports

Kriner:

- Inquired about the status of the proposed business licenses. Clerk stated it is being worked on.
- Inquired about the status of the coin operated water dispenser for the City Shop. The Clerk stated she thought it was supposed to happen next year. It was stated no, that it was to be installed this year. The Clerk asked for the price of the equipment and the building that will enclose it.
- Inquired about the speed sign on Hwy 20 that does not work. The subject will be put on the list for the 2020 Budget.
- Asked about painting a crosswalk at the intersection of Fourth St. and Western Ave. Superintendent Johnson stated there has never been a crosswalk there.
- Made a statement about recent online remarks and not wanting those remarks to have an effect on the Chamber of Commerce. She has worked hard on many things and put in a lot of effort for the Chamber of Commerce.
- Stated she would like to be part of a positive, strong and vibrant community.

Levine:

- Inquired how many applicants were there for the seasonal job position? It was stated there were about ten. Interviews have already been done.
- Inquired if it would be possible to have the tractor pull burn outs on Whitcomb Ave this year. The Clerk stated that WSDOT was not very happy about it.
- Reported the Tractor Pulls on Friday night are free.
- Wira meetings progressing.
- Council worked on the draft Council Rules and Procedures.

Motion to approve payment of \$4600.00 dollars to Award Construction which is one half of the electrical charges submitted to Award Construction in a change order for work done on the Parry's Acres Project, this will amend the final project amount. M/Ritter, S/Kriner.

Carried 5:0.

Ritter:

- Regarding painting the Youth Center at this time would possibly be wasted motion due to the possibility of moving the library to the Youth Center property. Ritter recommends the Committee meets and look at options.
- Stated she is still concerned about the Round Up and asked the Mayor if he is working with Christian on this. She asked if the permit they have covers safety issues. The north side of the building is exposed.

Sackman:

- Reported she and Councilmember Moreno met with Sheriff Hawley and Undersheriff Culp regarding the Weapons Agreement. The agreement will be brought forward at a later date.

Moreno:

- Stated the Weapons agreement is going well and will meet again before Council.
- Drove by the swim pool and everyone is enjoying it.

- Moreno stated that we need to have the quarterly meetings with the Sheriff.

DRAFT

Mayor:

- Stated the Fireworks at Chief Tonasket Park went well.

Councilmember Ritter stated people are starting to learn and pay attention regarding fireworks.

Ann Cook asked if the ban covered firecrackers and the answer was yes.

Department Head Reports

Johnson:

- Working on everyday things.
- Applications/interviews for the seasonal worker went well.

Attwood:

- No report

New Business

Motion to approve the Budget dates for the 2020 Budget as follows:

Request to Department Heads for Budget Items		August 14, 2019
Budget Requests Due to City Clerk	4:30 pm	Sept.13, 2019
Revenue Sources/Set Tax Levy, Public Hearing	7:00 pm	Sept. 24, 2019 (Reg. Mtg.)
Preliminary Budget Hearing	7:00 pm	Oct. 8, 2019 (Reg. Mtg.)
Budget Workshop	4:30 pm	Oct. 16, 2019 (Spec.Mtg)
Final Budget Hearing	7:00 pm	Nov. 12, 2019 (Reg. Mtg.)
Adopt Budget (tentative)	7:00 pm	Nov. 26, 2019 (Reg. Mtg.)

(these dates are subject to change by Council approval)

M/Ritter, S/Moreno. Carried 5:0.

Four quotes were received to remove trees in History Park. 1) Iron Roots Contracting in the amount of \$25,342.20 (includes tax), 2) Lorz and Lorz \$5,500.00 plus tax, 3) Gasho and Gasho \$26,533.50 (includes tax), 4) Granite Mountain Grounds \$24,493.67 (includes tax). There was discussion that the scope of work on Lorz and Lorz quote was too vague. Levine would like to leave the trees and have an artist create a sculpture. The Clerk will clarify what services Lorz and Lorz will do for the quote and if it can be done before fall.

Motion to accept the quote from Lorz and Lorz, and clarify the scope of work and the disposal of the trees, provide equipment and to close the park when the work is done.

M/Moreno, S/Ritter. Carried 5:0.

Councilmember Kriner stated that when the memorial name plaques by the trees are removed she would like to make a special memorial place for them to be relocated, maybe in concrete with a picture of the trees.

Motion to approve the consent agenda, the minutes of the previous meeting, the Workshop meeting minutes, the June Payroll (9234-9258 & Direct Deposit run 6/26/2019) \$46,791.46 and the July bills (9259-9310 & 4 EFT Payments 7/9/2019) \$144,387.53. M/Sackman, S/Levine. Carried 5:0.

Public Comment

Jennifer Ward

- Engagement with the Council has been shut down no one is responding to her questions
- Bids are competitive and could be impacting others
- She is trying to verify the 40 hours per week in the Sheriff contract-no way to substantiate it. Didn't know the 40 hours of the Tonasket recruit was part of the contract.
- There will be a follow up.
- Has asked for Steve Brown's deliverables
- Will review report when she receives it and compare

Phil Christy – None

Jerry Anderson-None

DRAFT

Jeff McMillan

- Stated regarding the Code Enforcement person, he has talked with people and not one person likes the idea of hiring a town snitch. It was ill informed and he would not have voted for it.
- Wells Fargo closing doors—maybe move the library there—the police department or the library would be good there, could save a lot of money.

There being no further business the meeting was declared adjourned at 8:20 pm.

Alice J. Attwood, Clerk-Treasurer

DRAFT

Minutes of the Special Meeting, Workshop, Tuesday, July 9, 2019, 5:00 pm.

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

Staff: Attwood

The Mayor and City Council went through the City of Ferndale's City Council Rules of Procedure and Ethics Handbook starting from where they left off after the last workshop.

There was discussion on the Appearance of Fairness Doctrine.

Councilmember Moreno arrived at 5:17 pm.

Mayor Brown left at approximately 6:05 pm, Councilmember Ritter arrived at approximately 6:18 pm.

The Council completed going through the document and the City Clerk will make the changes in the document.

The workshop ended at 6:39 pm.

Alice J. Attwood, Clerk-Treasurer

Jennifer Ward, Tonasket City Resident

Friday, July 19, 2019

Subject: Status of Tonasket law enforcement services and the Police Department funds/expenses

1. The City of Tonasket pays \$17,520 per month to the County. As of March 1, 2019, we have paid for 5 months (\$87,600).
2. How do we measure and ensure we are getting the added services we are paying for, in addition to what was already provided previously at the County level?
 - a. Tonasket law enforcement service agreement ("LE SA")
 - b. side by side comparison of the City of Tonasket and the City of Okanogan LA SAs
 - c. Monthly call logs from the Sheriff's office
 - d. Timesheet records of the assigned S/O deputies
3. The City and the Sheriff Office communication: Sheriff office counts the 40 hours a new recruit is in training at the academy is being counted as meeting the 40 hours minimum per week of law enforcement services to the City. Is that what residents and the community understood?
4. If the hours allocated and the types of law enforcement services are subject to the discretion of the Sheriff, is the 40 hour minimum per week law enforcement services to the City of Tonasket something we can measure? Is it something we need to measure?
5. Are there other metrics, or other ways to measure how and whether the Law enforcement service agreement is meeting the needs of residents and the community?
6. What is the status of the assigned deputies?
 - a. New recruit at the academy, requires 720 hours of training at the academy. Plus 12 weeks of field training (information from speaking with Sheriff Hawley).
 - b. Current new recruit began in May. As of July 1st, has two months left of academy training. Then will have 12 weeks of field training with the S/O.
 - c. The second deputy to be assigned to the City of Tonasket
7. Status of the Police Department funds/budget.
 - a. Annual Regional Drug Task Force agreement payment. Without a police department, and with the County already covering this cost, is this an expense the City should be paying at this time?
 - b. What about other expenses still coming out of the Police department funds? (Telephones/telephone services?)
 - c. The Dept. of L&I WSHSA fine is being paid out of the Police Department fund – should this fine be paid by the PD fund or by the City general fund?
 - d. Are PD funds being tracked, and will unused FY2019 funds be carried over for future PD purposes?

City of Tonasket

From: Laura Wright <lwright@co.okanogan.wa.us>
Sent: Wednesday, June 12, 2019 2:40 PM
To: City of Tonasket
Cc: Tony Hawley; Aaron Culp
Subject: RE: a few questions

RRR
newed
received copy
Fri June 28/19

Hi Alice,

For the insurance question, we are self-insured and I will forward you a copy of the insurance as soon as I receive it. We are doing the maintenance and insurance of the vehicles; this is not billed extra.

The 40 hour documentation is easy enough through timesheets. The Tonasket recruit is in academy and that covers the 40 hours. Plus obviously we are responding to calls while they are in training which is over and above the 40 hours.

Thank you,

Laura

From: City of Tonasket [mailto:tonasket@nvinet.com]
Sent: Wednesday, June 12, 2019 1:09 PM
To: Laura Wright <lwright@co.okanogan.wa.us>
Subject: a few questions

Laura,

I know it is understood that County will be paying the insurance and maintenance costs on the two SUV's, however it is not really spelled out anywhere. I am not worried about it however I have had an inquiry about it.

I feel that in B 3 it is stated the County will be using the vehicles so in essence will be providing the maintenance and insurance---am I right or wrong?

This person also wants to know we are confirming the 40 hours per week as per our contract ---- I realize it will be easier when we have the dedicated officers—is there a way to document that now?

Anyway, please let me know your thoughts on this.

Alice J. Attwood
Clerk-Treasurer
City of Tonasket
P.O. Box 487
Tonasket, WA. 98855
P. 509-486-2132
F. 509-486-1831

CERTIFICATE OF MEMBERSHIP IN THE WASHINGTON COUNTIES RISK POOL

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE JOINT SELF-INSURANCE LIABILITY COVERAGE AFFORDED BY THE WASHINGTON COUNTIES RISK POOL

MEMBER COUNTY:

Okanogan County, Washington
 Attn: Tanya Craig, Human Resources Director/Risk Manager
 123 5th Ave N, Room 150
 Okanogan, WA 98840

Liability Coverage Afforded by the:

Washington Counties Risk Pool
 2558 R W Johnson Rd SW, Suite 106
 Tumwater, WA 98512-6103

Okanogan County (the "County") is a member of the Washington Counties Risk Pool (the "Pool"), as authorized by RCW 48.62.031, and the County is covered by the Pool's Joint Self-Insurance Liability Program. The Pool's Joint Self-Insurance Liability Program was created by interlocal cooperative agreement amongst the Pool's member counties to share risks by "jointly, self-insuring" certain third-party liabilities. The Pool is **NOT** an insurance company. Claims that are covered under a Memorandum of Liability Coverage ("MLC") from the Pool and were submitted under Chapter 4.96 RCW ("*Actions against political subdivisions, municipal and quasi-municipal corporations*") against the County, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of an agreement/contract which the County and/or its officers, employees or volunteers are found to be liable for will be paid by the Pool and/or the County.

MLC NUMBER:

20182019RISKPOOL-OKCO

MLC EFFECTIVE DATE:

October 1, 2018

MLC EXPIRATION DATE:

October 1, 2019

LIMITS OF LIABILITY EACH OCCURRENCE

BI AND PD COMBINED:

\$10,000,000

TYPES OF LIABILITY

COVERAGE AFFORDED:

General Liability

Including:

- Bodily Injury
- Personal Injury
- Property Damage
- Errors and Omissions/Professional
- Advertising Injury

Automobile Liability

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLE

CANCELLATION

Law Enforcement Services Contract

SHOULD THE ABOVE DESCRIBED MLC BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO PROVIDE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY OF ANY KIND UPON THE ISSUER OR ITS AGENTS OR REPRESENTATIVES.

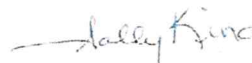
During the MLC Period 10/1/18 - 10/1/19

CERTIFICATE HOLDER:

ISSUE DATE:

June 12, 2019

City of Tonasket



Claims Specialist

LAW ENFORCEMENT SERVICES AGREEMENT

**BETWEEN
OKANOGAN COUNTY, WASHINGTON
AND
CITY OF TONASKET, WASHINGTON**

THIS AGREEMENT is made and entered into on this 27th day of February, 2019, by and between the County of Okanogan, Washington, hereinafter referred to as "COUNTY," and the City of Tonasket, Washington, hereinafter referred to as "CITY," each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of certain law enforcement services by the Okanogan County Sheriff's Office; and,

WHEREAS, the COUNTY is agreeable to delivering law enforcement services on the terms and conditions hereinafter set forth; and

WHEREAS, such agreements are authorized by the provisions of RCW Chapter 39.34 Interlocal Cooperation Act; and

NOW THEREFORE, the parties agree as follows:

A. THE COUNTY AGREES:

1. By and through its Sheriff, to provide law enforcement services within the corporate limits of the CITY. This service shall include, but not be limited to residential night patrols, a presence at school functions such as walking through sporting events, school zone traffic enforcement, narcotics canine patrols in the schools, and escorts for school parades. Also included are the normal law enforcement duties of traffic enforcement and providing for public safety and criminal investigations.
2. Law enforcement services shall encompass the duties normally within the jurisdiction of and customarily rendered by the Sheriff of the COUNTY and the police of the CITY.
3. The above referenced services include the enforcement of the statutes of the State of Washington and the Municipal ordinances of the CITY, as are enforced by the Sheriff within the unincorporated territory of the COUNTY and the police of the CITY respectively, EXCEPT, the enforcement of parking and animal control ordinances.
4. Law enforcement services will be provided to the CITY at a minimum of forty (40) hours per week and may be at any hour of the day or night as the need warrants. Hours of work, allocations of manpower and equipment for this purpose will be at the discretion of the Sheriff.
5. To furnish all necessary personnel, supervision, equipment and supplies reasonably necessary to maintain the services indicated within the terms of this agreement as further determined by the Sheriff.

6. To hire two (2) Sheriff's Deputies to patrol the CITY and to pay the salaries and employee benefits as determined by the COUNTY consistent with the current collective bargaining agreement.
7. To ensure that a representative from the Sheriff's Office shall attend and report on law enforcement activities in the CITY at an average of 12 council meetings each year for the duration of the agreement to ensure that the council and Sheriff's Office maintain and open communication with regard to potential and real law enforcement concerns to the CITY.

B. THE CITY AGREES:

1. That it shall pay the total sum of EIGHT HUNDRED FORTY THOUSAND NINE HUNDRED SIXTY DOLLARS (\$840,960.00) for the term of March 1, 2019 through March 1, 2023. Payments by the CITY of such sums shall be made in 48 monthly installments of \$17,520.00, during the term herein.
2. In the event overtime is necessary to perform the law enforcement duties as outlined in this Agreement, a separate invoice shall be sent to the CITY for such charges. Jailing, Dispatch, and other justice system services are not covered by this Agreement.
3. Any public agency entering into an agreement pursuant to chapter 39.34, may appropriate funds and may sell, lease, give, or otherwise supply property, personnel, and services to the administrative joint board or other legal or administrative entity created to operate the joint or cooperative undertaking. That the CITY shall provide the COUNTY with two (2) new, fully equipped law enforcement vehicles currently owned by the CITY. The COUNTY will remove the CITY striping and replace with COUNTY striping. At the end of this Agreement, the COUNTY striping shall be removed prior to the vehicles being put back into service by the CITY.
4. That the CITY attorney and/or the CITY clerk, upon request by the Sheriff's Office and/or Prosecutor's Office, shall provide COUNTY officials with written assurance that procedures required in the implementation of certain provision of CITY ordinances or sections of the CITY code have been complied with and performed according to law and that the appropriate law enforcement services requested or required of the Sheriff's Office are timely and appropriate.

C. IT IS MUTUAL AGREED AS FOLLOWS:

1. That the CITY specifically authorizes the COUNTY, by and through the Okanogan County Sheriff, to enforce the municipal ordinances as though said Sheriff were the Chief Law Enforcement Officer of the CITY; and, insofar as it may be required by state law, the County Sheriff shall be designated Chief of Police of the City of Tonasket and that the Sheriff or designee shall be reasonably available to the Mayor or Mayor's representative for consultation as necessary regarding CITY law enforcement and/or regarding provisions of this Agreement.
2. That the delivery of law enforcement services, the standards of performance, the discipline of deputies and other matters incident to the performance and control of personnel involved in such services shall be the responsibility of the COUNTY alone.
3. All court services, booking, and incarceration expenses shall be covered by a separate agreement.

4. All persons employed for the purposes of performing law enforcement services contemplated within the terms of this Agreement are COUNTY employees.
5. The COUNTY shall provide and maintain liability insurance coverage, with the CITY named as an additional insured and shall indemnify and hold the CITY harmless for any case or claim which may arise from the provision of law enforcement services to the CITY pursuant to this Agreement. And that the CITY shall indemnify and hold the COUNTY harmless for any case or claim which may arise from the provision of law enforcement services pursuant to this Agreement.
6. The above indemnity obligations in Paragraph C5 shall survive the termination and/or expiration of this Agreement.
7. That the CITY shall not be liable for compensation to any COUNTY employee for injury or sickness arising out of his/her employment or by reason of the performances of any services contemplated in this Agreement.
8. The term of this Agreement shall be from the first day of March, 2019 and shall terminate the 1st day of March, 2023, provided that this Agreement may be extended by written agreement between both parties.
9. The COUNTY may, not more than once in each calendar year, by giving thirty (30) days written notice, request a modification of Paragraph B1 to reflect an actual increase in cost to the COUNTY of services provided to the CITY of Tonasket. The COUNTY shall notify the CITY in writing and a negotiating session shall be scheduled within thirty (30) days to determine whether this Agreement shall be modified. In the event the parties are unable to agree regarding such proposed cost increase, the matter shall be arbitrated according to the provisions of Paragraph C14.
10. This Agreement may be renegotiated annually with respect to the amount to be charged to the CITY for the next one-year term. Any increase in the annual charge to the CITY shall be negotiated in whole dollar(s) amounts.
11. TERMINATION: This Agreement may be terminated at the request of either party PROVIDED that the other party must be notified one hundred twenty (120) days in advance of the date proposed as termination of this Agreement in order to facilitate transfers of services and responsibilities in a smooth and efficient manner and to allow for appropriate budget restructuring and manpower allocations by both parties.
12. PENALTY FOR EARLY TERMINATION: In the event the CITY terminates this Agreement prior to the end of the four (4) year term, a pro-rated balance of the total Agreement amount (Section B1) shall be paid in full by the CITY. The pro-rated amount shall be the monthly amount (\$17,520.00) multiplied by the remaining months left in the Agreement.
13. Any modification of the Agreement may be accomplished only by written agreement between the COUNTY and the CITY and no oral understandings or agreements shall suffice to later the terms of this Agreement.
14. The COUNTY and the CITY shall select representatives to act as a joint board for implementation and proper administration of this Agreement, and will refer problems of implementation to the governing body of the COUNTY and of the CITY for resolution, if necessary. The joint board provided in this paragraph shall meet at least quarterly as agreed upon by the joint board members.
15. The parties to this Agreement agree that in the event that differences arise between the parties with respect to the interpretation of implementation of any of the provisions of this Agreement, such differences shall be submitted to the Board of

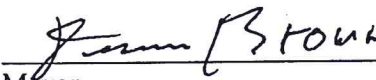
Arbitration for resolution by giving written notice requesting arbitration. The Board of Arbitration will be established within thirty (30) days of written notice of arbitration being given by each party designating an individual to act as arbitrator and the two individuals so designated by the parties shall themselves select a third individual to sit as chairman of the Board of Arbitration. The parties agree to be bound by the decision of the arbitration panel with respect to such differences as may arise. The costs of the arbitrators designated by each respective party shall be borne by the party appointing the same, and the cost of the third individual to sit as the chairman of the Board of Arbitration shall be split equally between parties.

16. In the event that the Board of Arbitration established by Paragraph C14 above should invalidate any provision of this Agreement or determine that any provision of this Agreement is unenforceable, remaining provisions of this Agreement shall nevertheless continue to be valid and enforceable as between the parties, provided, however, that if either or both of the parties to this Agreement determine, pursuant to Paragraphs C10 and C11 above, the Agreement should be terminated, then in that case the provisions of Paragraphs C10 and C11 shall control, and will survive the termination of the Agreement.
17. That Okanogan County is an Equal Opportunity employer and has nondiscriminatory hiring practices.


IN WITNESS WHEREOF the parties hereto have executed this Agreement to become effective on the day and the year first above mentioned.

CITY OF TONASKET

**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**




Mayor
City of Tonasket


 3/5/2019

Jim DeTro, Chairman

Approved as to form:

 3/5/2019

Chris Branch, Member

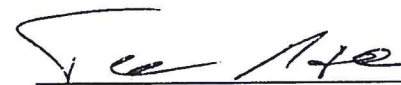


Mick Howe, Attorney,
City of Tonasket

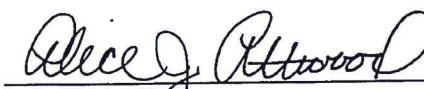
 3/5/2019

Andy Hove, Member

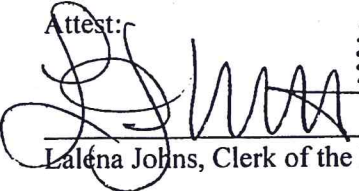
Attest:



Tony Hawley, Sheriff



Alice Attwood, City Clerk,
City of Tonasket

Attest:


Lalena Johns, Clerk of the Board



Comparison of Terms, Conditions, and Costs of the Law Enforcement Services Agreements between Okanogan County, WA and City of Tonasket, WA and between Okanogan County, WA and City of Okanogan, WA

(3/12/19)

The format and most of the language of the two agreements are almost identical.

The two agreements differ in the following terms, conditions, and costs (underlined sections added for emphasis of key difference):

Terms/conditions	City of Tonasket Agreement	City of Okanogan Agreement
Agreement entered into	March ?, 2019	December 20, 2016
Term of agreement	<u>March 1, 2019 to February 28, 2023?</u>	January 1, 2017 to December 31, 2019
A. 1. County agrees, by and through its Sheriff, to provide	<u>Law enforcement</u> services within the corporate limits of the CITY.	<u>Police protection and law enforcement</u> within the corporate limits of the CITY.
The County agrees services will be provided to the CITY	At any hour of the day or night as the need warrants. Hours of work, allocations of manpower and equipment for this purpose will be at the discretion of the Sheriff.	To the maximum extent allowable with manpower and equipment, including routine patrols and responding to complaints as appropriate, at the discretion of the Sheriff.
The County agrees services will be provided to the CITY	At a minimum of <u>forty (40)</u> hours per week.	At a minimum average level of law enforcement service effort of <u>115 hours</u> per week.
The County agrees to furnish	All necessary personnel, supervision, equipment and supplies reasonably necessary to maintain the services indicated within the terms of this agreement as further determined by the Sheriff.	All necessary personnel, supervision, communication equipment, <u>vehicles, vehicle maintenance and operation costs</u> and supplies reasonably necessary to maintain the services indicated within the terms of this agreement as further determined by the Sheriff. (underlined added for emphasis of key difference).
The County agrees to	Hire two (2) Sheriff's Deputies to patrol the City and to pay the salaries and employee benefits	Pay the salaries and employee benefits
The County agrees to ensure a representative from the Sheriff's Office shall attend and report on law enforcement activities to the City at an average of	12 council meetings each year of the agreement.	12 council meetings each year for direction of the agreement.

The City agrees that it shall pay the total sum of	\$840,960.00 for the term of March 1, 2019 through March 1, 2023. (Equivalent to \$210,240.00 per year). Payments by the CITY will be made in 48 monthly installments of <u>\$17,520.00</u> .	\$303,870.00 annually for the term of January 1, 2017 to December 31, 2019. (Equivalent to \$911,610 for the 3 year term). Payments will be made in 36 monthly installments (Equivalent to <u>\$8440.83</u> per month).
Annual payments	\$210,240.00	\$303,870.00
Monthly payments	\$17,520.00	\$25,322.50
As to overtime	The CITY agrees in the event of overtime a separate invoice shall be sent to the CITY for such charges.	<u>No overtime term/condition.</u>
The City Agrees	That the CITY shall provide the COUNTY with two (2) new, fully equipped law enforcement vehicles currently owned by the CITY.	No similar term/condition (The COUNTY furnishes its own vehicles).
It is Mutually Agreed as follows	The CITY shall indemnify and hold the COUNTY harmless for any case or claim which may arise from the provision of law enforcement services pursuant to this Agreement.	No similar term/condition.
It is Mutually Agreed as follows	The above indemnity obligations in Paragraph C5 shall survive the termination and/or expiration of this Agreement.	No similar term/condition.
It is Mutually Agreed as follows	The agreement may be renegotiated annually with respect to the amount to be charged to the CITY for the next one-year term.	The agreement may be renegotiated annually with respect to the amount to be charged to the CITY for the next one-year term.
It is Mutually Agreed as follows, (as to Termination of Agreement)	<u>Penalty for early termination:</u> in the event the CITY terminates this Agreement prior to the end of the four (4) year term, is the pro-rated balance of the total Agreement, being the monthly amount (\$7,520.00) multiplied by the remaining months left in the Agreement.	<u>Termination for convenience:</u> This agreement may be terminated at the request of either party PROVIDED that the other party must be notified 120 days in advance of the date proposed as termination. The 120 day notice provision may be waived upon consent of both parties to this agreement.
As to real or personal property	Any public agency entering into an agreement pursuant to	No real or personal property will be jointly acquired or

	chapter 39.34, may appropriate funds and may sell, lease, give, or otherwise supply property, personnel, and services to the administrative joint board or other legal or administrative entity created to operate the joint or cooperative undertaking. The CITY shall provide the COUNTY with two (2) new, fully equipped law enforcement vehicles currently owned by the CITY (which will be put back into service of the CITY at the end of this Agreement).	purchased by the parties solely because of this agreement.

COST ANALYSIS OF TWO (2) CITY VEHICLES

The City of Tonasket has two (2) fully equipped SUV police cruisers. Estimated cost of each fully equipped cruiser \$42,000 to \$50,000.

Estimate lease value of \$1000.00 per month per vehicle.

Estimated insurance of \$300 per month per vehicle.

Maintenance estimate \$100 per month per vehicle.

Total estimated cost per vehicle (\$1000 + \$300 + \$100 = \$1400 per month or \$16,800 per year)

COST ANALYSIS COMPARISON

	City of Tonasket	City of Okanogan
Annual Payment	\$210,240.00	303,870.00
Monthly installment	\$17,520.00	\$25,322.50
Vehicles: Estimated Cost of the two (2) CITY vehicles (\$16,800 per vehicle per year, lease, insurance, maintenance)	\$33,600	\$0
Estimate of annual contract value (annual payment plus cost estimate of vehicles (lease, insurance, maintenance)	\$243,840.00	\$303,870.00
Minimum services hours per week	40	115

Minimum services hours per year (multiply the amount per week x 52 weeks in a year)	2080	5980
Cost per hour, at minimum hours per week (<u>not including value of vehicles</u>) (take annual cost, divide by the minimum services hours per year)	\$101.08 per hour	\$50.81 per hour
Cost per hour, at minimum services hours per week (<u>including value of vehicles</u>), (take estimated annual cost, divided by minimum services hours per year)	\$117.23 per hour	\$50.81 per hour

July 18, 2019

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

ATTN: Mayor and Council
RE: 2019 Transportation Improvement Board (TIB) Applications

Dear Mayor and Council,

As TIB applications are approaching, we reviewed the past applications and discussed strategy with Alice and Darren. We understand the Council has already authorized re-applying for the 4th St. sidewalks and ADA ramps. It is our recommendation the City delay this application for 1 year so storm water improvements can be identified and installed at the same time. This prevents the potential for needing to demolish portions of new ADA ramps/sidewalks in order to install storm water improvements in the future.

This recommendation is tied to the ongoing Storm Water Master Plan work. This work is not yet complete but we have already identified the need to add catch basins and storm water pipes along 4th Ave. in the area proposed for new sidewalk/ADA improvements. Adding storm water catch basins and pipes to collect surface runoff in this area will help prevent the periodic seasonal flooding at 4th and Whitcomb area. Furthermore, Safe Routes to School grants open in 2020 as well and this would make a strong application.

Refer to attached exhibits. It is our recommendation the City apply for the following TIB projects for 2019:

- Full depth reclamation (FDR) of 2nd Ave. (State St. to E. End). This is Phase 2 of the Division St./Tonasket Ave. improvements that was applied for last year and was funded. It was also noted on last year's exhibit the City planned to apply for FDR of 2nd St. (State St. to E. End) in 2019.
- Chip Seal of First St. (State St. to S. Joseph Ave.), E. Division St. (State St. to S. Joseph Ave., and east of Whitcomb Ave.), S. Antwine Ave. (3rd St. to 4th St.), and Tonasket Ave. (5th St. to 6th St.). These streets are proposed for chip seal based on a list and prioritization of roads that are in need of street improvements that Alice and Darren provided. This list was compared and balanced with TIB's prioritization, road ratings and recommended treatment to create a competitive application.

These applications are in non-competing programs and no City match is required, but is optional.

If you have any questions or need more detailed information, please feel free to contact us.

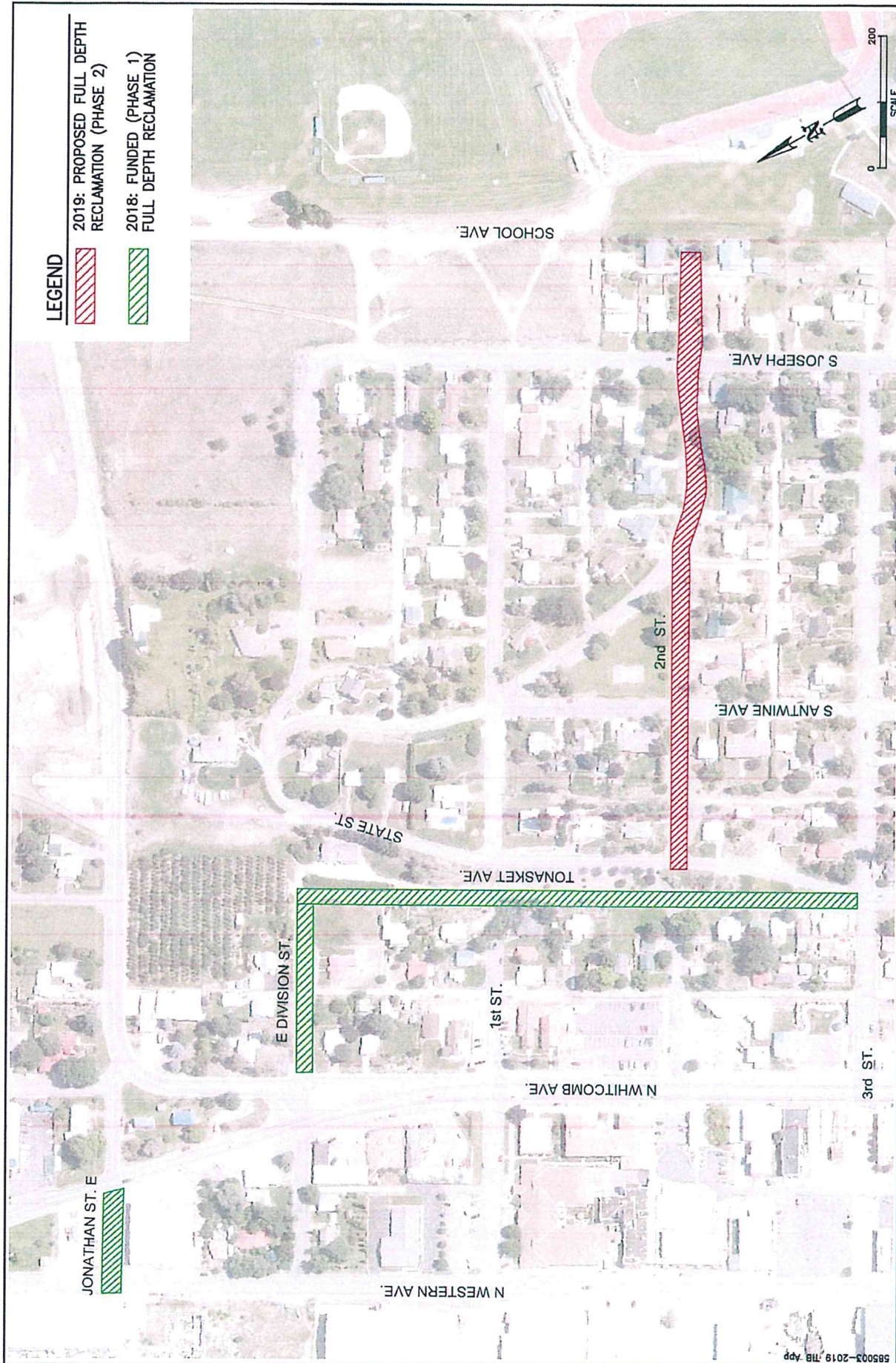
Sincerely,

VARELA & ASSOCIATES, INC.



Peter C. Cowger
Civil Engineer

Encl.: 2019 TIB SCAP exhibit for 2nd St.—**Proposed**
2019 TIB SCPP exhibit for 1st Ave., Division, Antwine, Tonasket—**Proposed**
2018 TIB SCSP exhibit—**Proposed for 2020 application**



LEGEND

2019: PROPOSED FULL DEPTH RECLAMATION (PHASE 2)

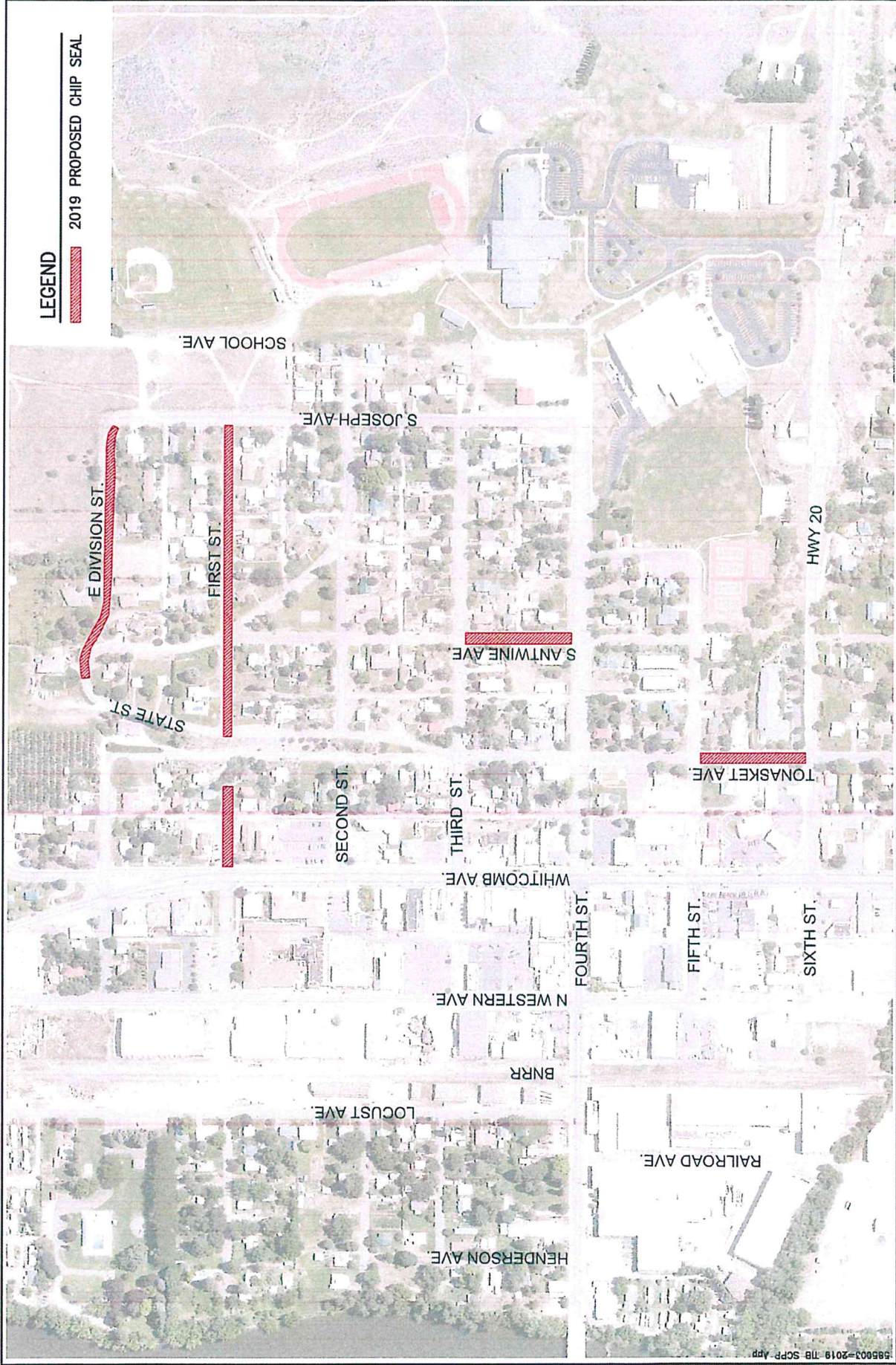
2018: FUNDED (PHASE 1) FULL DEPTH RECLAMATION

CITY OF TONASKET, WASHINGTON
2019 TIB SCAP APPLICATION
2ND ST. IMPROVEMENTS

VARELA AND ASSOCIATES, INC.
ENGINEERING AND MANAGEMENT



SCALE: AS SHOWN
 DESIGNED: PCC
 DRAWN: DLT
 CHECKED: DLT
 APPROVED: 58-90-03
 PROJ. NO.: 7/16/19
 DATE:

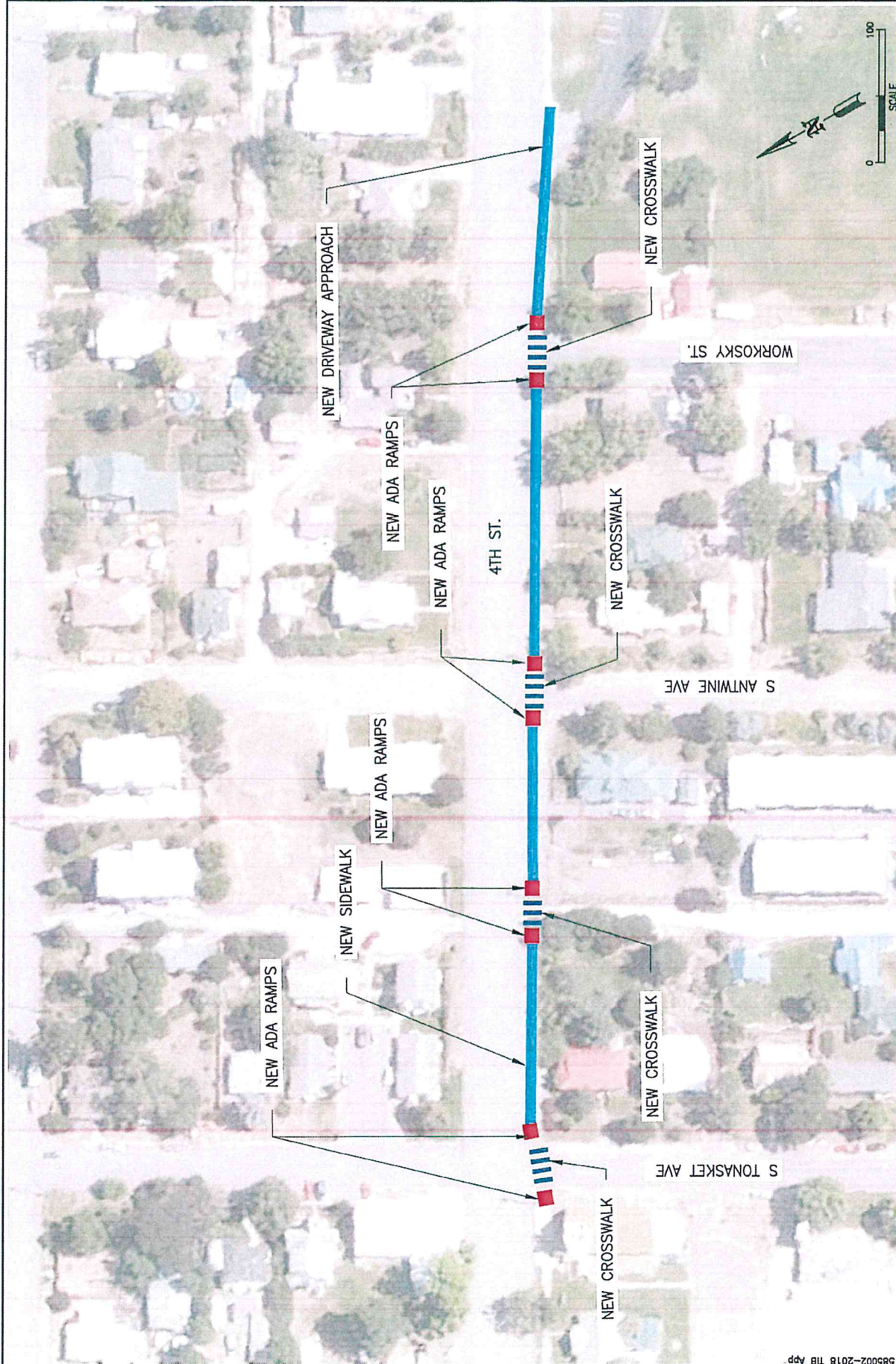


SCALE: AS SHOWN
 DESIGNED: PCC
 DRAWN: DLT
 CHECKED: DLT
 APPROVED: 58-50-03
 PROJ. NO.: 7/16/19
 DATE:

VARELA AND ASSOCIATES, INC.
 ENGINEERING AND MANAGEMENT

CITY OF TONASKET, WASHINGTON
 2019 TIB SCPP APPLICATION
 1st AVE., ANTWINE AVE., DIVISION ST., TONASKET AVE. IMPROVEMENTS

855003-2019 TIB SCPP App



585002-2018 TIB App

SCALE: AS SHOWN
 DESIGNED: PCC
 DRAWN: DLT
 CHECKED: DLT
 APPROVED: 58-50-02
 PROJ. NO.: 7/19/20
 DATE:

VARELA AND ASSOCIATES, INC.
 ENGINEERING AND MANAGEMENT

CITY OF TONASKET, WASHINGTON
 2018 TIB SCSP APPLICATION
 4TH ST. SIDEWALK IMPROVEMENTS

Annual Budget 2019 - ADJUSTED

Agreement between the City of Tonasket and the Tonasket Parks and Recreation District

This AGREEMENT is entered into on this ____ day of ____, 2019
between the City of Tonasket and the Tonasket Park and Recreation District.

Projected Revenue - Description		2019 Budget	ADJUSTED
110.311.10.00	Tonasket Parks and Recreation - property taxes	\$49,850.00	\$57,350.00
110.346.30.00	Tonasket City Funds and/or Revenue from Prior year		
110.346.40.00	Admission Fees	\$7,000.00	\$7,000.00
110.346.50.00	Swim Lessons	\$6,000.00	\$6,000.00
110.346.60.01	Season Passes	\$3,000.00	\$3,000.00
110.346.60.02	Pool Rental	\$1,000.00	\$1,000.00
	Concessions/Vending machines	\$0.00	\$0.00
Total		\$66,850.00	\$74,350.00

Projected Expenses - Description		2019 Budget	ADJUSTED
111.576.20.10	Pool Wages	\$33,000.00	\$35,062.00
111.576.20.12	Wages for Public Works - Custodial Services	\$3,500.00	\$3,500.00
111.576.20.14	Wages City Hall (book-keeping and deposits)	\$1,500.00	\$1,500.00
111.576.20.20	Benefits for pool employees	\$5,600.00	\$6,063.00
111.576.20.22	Benefits for Public Works - Custodial Services	\$1,300.00	\$1,300.00
111.576.20.24	Benefits for City Hall	\$700.00	\$700.00
111.576.20.28	Lifeguard Uniforms	\$0.00	\$0.00
111.576.20.30	Supplies for pool	\$13,000.00	\$13,575.00
111.576.20.41	Permits	\$350.00	\$350.00
111.576.20.42	Communication	\$450.00	\$450.00
111.576.20.43	Training	\$950.00	\$1,850.00
111.576.20.47	Utilities	\$5,000.00	\$5,000.00
111.576.20.48	Repairs & Maintenance	\$500.00	\$4,000.00
111.576.20.53	Tax on pool receipts 8.2%	\$1,000.00	\$1,000.00
Total		\$66,850.00	\$74,350.00

For the City of Tonasket

For the Tonasket Parks and Recreation District

Mayor Date

District Date

The above figures are estimated values, actual charges shall be documented in detailed invoices prior to reimbursement by the District. Disbursements in excess of actual costs will not be authorized.

Disbursements in excess of any line item budget require approval from the Tonasket Park and Recreation District Board or designated representative(s).

In the event that revenue and District contributions are insufficient to pay the operation and maintenance expenses as outlined in this Agreement, the City may elect to close the pool. If the closure is unexpected or disrupts the agreed upon schedule, the District must be consulted.

The District is not obligated to pay any expenses in excess of \$57,350.

The City will use pool revenue collected in 2019 to pay for pool expenses incurred in 2019; revenue collected in excess of 2019 expenses will be rolled over to fund future pool expenses.

Ordinance No. 807

**AN ORDINANCE of the City of Tonasket, Washington,
Amending the 2019 Budget Ordinance #797 and Budget
Amendments #800, #803, #804 and #805.**

WHEREAS, the City Council of the City of Tonasket adopted the budget for 2019, Ordinance #797 and Budget Amendments #800, #803 and #804, and #805;

WHEREAS, it was not known at the time the Budget was adopted that additional funds would be needed in the Swim Pool fund; and

WHEREAS,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TONASKET, WASHINGTON, as follows:

- 1) There will be an increase of \$7,500 in revenues and \$7,500 in expenditures in Fund 111 Swim Pool Fund.

2019 Amended Budget	\$4,552,325.12
Budget Amendment Ordinance #807	<u>7,500.00</u>
Total Amended 2019 Budget	\$4,559,825.12

This ordinance shall become effective from and after its passage by the Council, approval by the Mayor and five days after publication as required by law.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2019.

APPROVED:

Dennis Brown, Mayor

ATTEST:

Alice J. Attwood, Clerk-Treasurer

APPROVED AS TO FORM:

Michael Howe, City Attorney

Building & Permits Department Activity Synopsis
July 23, 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: Found areas that the metal deck had rusted through and where the spot welds had rusted out; issued a correction and then concurred with the contractors proposal to fix.

Airport County Zoning Map Amendment: No activity.

Public Works Shop: No activity.

Highway 20 Retaining Wall: No activity.

Permitting Activity:

35 Hwy 20 E Issued a permit to convert a closet in a classroom into a restroom.

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 floodway, floodplain and shoreline.

Code Analysis: Provided information on accessibility.

General: Provided guidance on the process of establishing an on-street parking space as an accessible space.

Compliance:

319 Whitcomb Ave., S. Substandard housing. Awaiting approval of substantial improvements ie complete electrical rough in.

225 ½ 1st St., W. Possible substandard housing. Awaiting completion by the owner.

204 3rd St., E. Possible dangerous building. Compaction report acceptable, matter resolved.

225 1st St., S. Possible substandard housing. Re-inspected home for unusual amount of moisture causing mold; found none, set owner report.

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. Sent new owner copy of first letter and a request to clean up the garbage.

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

MAYOR'S 2019 COMMITTEE APPOINTMENTS

Finance/Personnel-----Ritter and Kriner
Water/Sewer/Streets/Cemetery/Youth Center/Infrastructure----Ritter and Levine
Park/Pool/Recreation-----Kriner and Sackman
Airport-----Levine and Moreno
Public Safety-----Sackman and Moreno

MAYOR'S 2019 APPOINTMENTS

City Attorney	Michael D. Howe
City Clerk/Treasurer	Alice Attwood
City Superintendent	Darren Johnson
Court Judge	Anthony Castelda
Building Official/Permit Administrator	Christian D. Johnson
Airport Manager	Darren Johnson

CIVIL SERVICE COMMISSION

Members	Position 1	Patti Hill	term – 2019-2022
	Position 2	Jerry Anderson	term - 2014-2019
	Position 3	Phil Christy	term - 2018-2023

PLANNING COMMISSION

Members	Position 1	George Hill	3 year term (exp 12-31-2019)
	Position 2	Gayle Mailloux	3 year term (exp 12-31-2019)
	Position 3	John Sanchez	3 year term (exp 12-31-2020)
	Position 4	Jan Asmussen	3 year term (exp 12-31-2020)
	Position 5	Kurt Haskin	3 year term (exp 12-31-2021)

MAYOR'S 2019 APPOINTMENTS

BOARD OF APPEALS

Members

Bob Thompson
Howard Zosel
David Kester
Rick Baker
Dave Ogborn

TREE BOARD

Members

Marylou Kriner
Lalanie Kilpatrick
Bobbie Jo Grace