

2020 Wages

The following wages for employees of the City of Tonasket are hereby fixed as follows to commence January 1, 2020. (Does not include longevity)

These are the same as the 2019 wages--no changes at the time of adoption of the budget.

Mayor	\$650.00 per month		Current Expense Fund
Councilmembers (current)	\$75 per regular meeting & \$75 per one extra council meeting per month		Current Expense Fund
Judge	\$170.56 per month		Current Expense Fund
Clerk-Treasurer	\$26.73 per hour		30% Current Exp. Fund 35% Water Fund 35% Sewer Fund
Utility Clerk/Court Clerk	\$14.12 per hour		10% Judicial 16% Current Expense 37% Water Fund 37% Sewer Fund
Deputy Clerk-Treasurer	\$17.98 per hour		5% Judicial/Current Exp. 30% Current Expense 5% Cemetery Operating 30% Water Fund 30% Sewer Fund
City Superintendent	\$25.19 per hour	these per centages may change accord. to certs. and job descrip.	15% City Street 50% Water Fund 35% Sewer Fund
#2 Asst. Superintendent	\$22.72 per hour		15% City Street 35% Water Fund 50% Sewer Fund
#3 W/S/St Maintenance	\$19.15 per hour		15% City Street 35% Water Fund 50% Sewer Fund
#4 Position Maint.	\$16.90 per hour	March - October	15% Park 15% Cemetery 20% Street 25% Water 25% Sewer
		Nov - Feb	30% City Street 35% Water Fund

		35% Sewer Fund
Seasonal position	\$15.50 per hour	75% Park
		25% Cemetery

Extra labor, overtime, and time worked in the Parks & Cemetery by the Public Works Dept. min. wage up to \$25.19 per hour. Also, includes the City Street Fund, Water Fund & Sewer Fund.

The rates above do not include the longevity pay.

The Public Works Department, full time employees will receive \$15 per day for on call time on weekends and holidays. Then they will receive a minimum of 2 hours at time and one-half for inspection of the water and sewer systems on the weekends and holidays.

MEMO

TO: City of Tonasket
Mayor, City Council

FROM: Jeff S. Moran, Project Engineer

DATE: December 5, 2019

RE: Parry's Acres Sewer System Rehabilitation Project - Status Report

Mayor and City Council,

This memo is to update you with the current status of the Parry's Acres Sewer System Rehabilitation project.

STATUS

The project is complete and the project closeout process has been started. The closeout process has been stalled due to one of Award Construction's subcontractors, Advanced Power, failure to submit their Affidavit of Wages Paid.

I believe their failure to submit this affidavit is related to an ongoing issue with the Lift Station No.2 standby emergency power generator.

ISSUE

The standby emergency power generator installed at Lift Station No.2 does not operate as required and has so far been unable to start the pumps. This has not been an issue to date as there has not been a power failure.

We have been moving forward with project closeout and attempting to resolve the generator issue as a "warranty" issue but have so far been unable to resolve this issue as the Contractor is claiming the generator failure is not his responsibility and he will require additional compensation to correct the problem. We disagree with this and have been pushing for him to correct the problem and that no additional compensation will be forthcoming.

CLAIM

The Contractor is claiming he has supplied a generator meeting the specifications, has received an approved submittal to install the generator, and that the failure of the generator to start the pumps is due to inadequate sizing on the design engineers side.

While it is true the generator was approved through the submittal process the specifications require the installed generator to be sized by the generator manufacturer and meet certain performance requirements. As proved by the failure of the generator to start the pump the supplied and installed generator does not meet these performance requirements.

REMEDY

There are two potential solutions to this issue:

1. Replace the generator with a generator that meets the performance requirements
2. Install VFD's (variable frequency drives) on the pump starters to reduce the starting loads so the installed generator can start the pumps

It is my opinion the second solution will solve the problem and is cheaper and quicker to implement.

STATUS

We are currently attempting to schedule an in person meeting with Award Construction, their subcontractor Applied Power, AEI, our electrical sub consultant, and ourselves. It is our goal that this meeting result in a resolution to this issue. This meeting should happen within the next 5-10 days.

POTENTIAL OUTCOMES

While we strongly disagree with the Contractor's position and believe the contract to be very clear regarding the required performance of the generator and the failure of the installed generator to meet these requirements, we are also cognizant of the potential costs associated with continuing this course of action. It is our goal to find a solution that solves this issue at the least expense to the City. This may result in agreeing to some sort of cost share in the solution.

REQUEST TO THE MAYOR/COUNCIL

It is my understanding this is the final council meeting of the year. The funding for this project expires at the end of the month. We are working toward a resolution on this issue before the end of the year but are also considering requesting the Ecology funding be extended in case we are unable to come to a resolution.

Based on these constraints we are requesting the Council at the December 10th council meeting authorize the Mayor and/or the Public Works Committee members the authority to approve an amount not to exceed \$10,000 to resolve this issue so as to achieve resolution before the funding expires. This would not come from City funds but would be attached to the project funding.

Our position is to continue to push the contractor to correct this issue without additional project funds but continuing in this direction, especially if it moved into the legal realm, has the potential to result in unknown total costs to the project that could easily exceed this requested amount.

MEMO

TO: City of Tonasket
Mayor/Council

FROM: Jeff Moran, Project Engineer

DATE: December 5, 2019

RE: Perfect Passage Master Plan - Adoption by City

Mayor/Council

The draft Perfect Passage Master Plan was submitted to the City for review on October 7th. The funding plan was subsequently presented at the IACC and has since been revised based on feedback received from the funding agencies.

With the October 7th submittal of the draft plan we requested the Mayor/Council provide feedback. We have yet to receive any feedback. We request the Mayor/Council set a date for which the Mayor/Council shall submit comments by so we can make final revisions to the Master Plan before the funding expires at the end of December.

After receipt of the comments the plan will be revised and forwarded to the City for adoption at their next council meeting.

RESOLUTION 2019-19

**A Resolution of the City of Tonasket
authorizing an inter-fund loan from the
Sewer Reserve Fund to the Current
Expense Fund.**

WHEREAS, the City of Tonasket City Council approved an inter-fund loan from Sewer Reserve Fund to the Current Expense Fund to pay for the replacement of the roof on the City Hall Library Complex; and

WHEREAS, the funds were to be repaid when the loan funds were received from US Bank.;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF
TONASKET, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

Section 1: The Sewer Reserve Fund loaned \$98,000.00 to the Current Expense Fund.

Section 2: The Current Expense Fund will repay the Sewer Reserve Fund the \$98,000.00 plus the rate of interest that the LGIP is paying at the time of reimbursement.

**PASSED AND APPROVED BY THE CITY COUNCIL OF TONASKET,
WASHINGTON, this _____ day of _____, 2019.**

APPROVED:

Dennis Brown, Mayor

ATTEST:

Alice J. Attwood, Clerk-Treasurer

Ordinance No. 810

**AN ORDINANCE of the City of Tonasket, Washington,
Amending the 2019 Budget Ordinance #797 and Budget
Amendments #800, #803, #804 and #805 and #807.**

WHEREAS, the City Council of the City of Tonasket adopted the budget for 2019, Ordinance #797 and Budget Amendments #800, #803 and #804, #805 and 807;

WHEREAS, it was not known at the time the Budget was adopted that additional funds would be needed as stated below; and

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

- 1) There will be an increase of \$98,000.00 in revenues and expenditures in Current Expense Fund. The funds come from an Inter-fund Loan from Sewer Reserve.

Current Expense Fund Amended Budget	\$1,034,054.21
Ordinance #810 Amendment	<u>98,000.00</u>
Current Expense Amended Budget	\$1,132,054.21

- 2) Transfer \$5,000 from Current Expense Fund with an increase of Beginning Fund Balance from \$305,000.00 to \$310,000.00 to Cemetery Fund Operating Fund Increasing Cemetery Revenues and Expenditures.

Cemetery Budget	\$ 28,600.00
Ordinance #810 Amendment	<u>5,000.00</u>
Cemetery Amended Budget	33,600.00

- 3) There will be an increase of \$4,000 in revenues and \$4,000 in expenditures in 111 Swim Pool Fund. Funds to come from Park and Recreation District.

Swim Pool Fund 2019 Amended Budget	\$ 74,350.00
Ordinance #810 Amendment	<u>4,000.00</u>
Swim Pool Fund Amended Budget	\$ 78,350.00

2019 Total City Amended Budget	\$4,559,825.12
Budget Amendment Ordinance #810	<u>107,000.00</u>
Total Amended 2019 Budget	\$4,666,825.12

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

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

This Addendum, made and entered into this ____ day of December, 2019, by and between the **City of Tonasket**, a Washington municipal corporation, hereinafter referred to as the “**City**”, and **SDB Consulting**, hereinafter referred to as the “**Service Provider**”.

RECITALS

Whereas, the parties hereto entered into a Professional Services Agreement dated the 18th day of March, 2019, which contained in **Exhibit A** thereto a listing of specific services and tasks to be accomplished; and

Whereas, said work has been completed, however, the City is desirous of retaining the Service Provider to do additional follow up work,

Now, therefore, for and in consideration of the terms, conditions, covenants and performances contained herein,

The Parties Hereto Agree as follows:

1. The Service Provider shall additionally perform such services and accomplish such tasks as are identified and designated in **Exhibit A** attached hereto and incorporated herein as though fully set forth.
2. Completion of the above services and tasks is expected to take approximately _____ weeks and shall commence on the ____ day of December, 2019, and may be terminated or extended as set forth in the underlying original agreement.
3. Payment for such services provided hereunder shall be made following the performance of such services. The City shall pay the Service Provider for work performed under this agreement at the rate of \$50.00 per hour and, in addition, shall reimburse for mileage at the rate of \$.57 per mile. Service Provider shall keep track of all hours performed under this agreement and shall submit those hours to the City for review and payment by the City.
4. Except as set forth herein, the rest and remainder of the underlying Professional Services Agreement between the parties dated the 18th day of March, 2019 shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

City of Tonasket, a municipal corporation:

By _____
Dennis Brown, Mayor

Attest: _____
Alice Attwood, Clerk-Treasurer

SERVICE PROVIDER:

SDB Consulting:

By _____
Steve Brown

Address: _____

Tele: _____

EXHIBIT A

1. Address items on Steve Brown's prior written report that need to be finished.
2. Advise the City on what Police Department property supplies, files, etc. can and cannot be disposed of.
3. Determine the manner and proper procedure for return of personal property belonging to private individuals.
4. Determine the proper disposition of evidence in outstanding civil and criminal cases.
5. Determine what property from the prior Police Department needs to be retained and stored and what needs to be disposed of and the manner of disposition.

RESOLUTION NO. 2019-18

A RESOLUTION authorizing Airport Land Lease Agreement

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TONASKET, WASHINGTON, the Airport Land Lease agreement attached hereto as "**Exhibit A**" between the City of Tonasket and Tonasket Flying Club is hereby approved and the Mayor and City Clerk are hereby directed to execute the same for and on behalf of the City of Tonasket.

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

APPROVED:

Dennis Brown, Mayor

ATTEST:

Alice J. Attwood, City Clerk-Treasurer

“Exhibit A”

TONASKET AIRPORT LAND LEASE

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the CITY OF TONASKET, a municipal corporation, hereinafter referred to as the "Lessor", and Tonasket Fly Club hereinafter designated as the "Lessee".

WITNESSETH:

WHEREAS, the Lessor is the owner of the Tonasket Municipal Airport located Northwest of the City of Tonasket; and

WHEREAS, the Lessee desires to lease the property on which a hangar is located or will be constructed,

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES as follows:

1. For and in consideration of the rents and covenants herein specified to be kept and performed by the parties hereto, the Lessor does hereby lease and demise to the said Lessee that parcel of real property situated on the Tonasket Municipal Airport in Section 8, Township 37 North, Range 27 E.W.M. located in the County of Okanogan, State of Washington, as shown and depicted as Hangar Site No. _____, with the lot size of 50' x 60', on the drawing attached hereto as Exhibit B and incorporated herein by this reference as fully set forth.
2. Lessee is hereby leasing said land for the purpose of maintaining a hangar.

Tonasket Airport Land Lease Continued

3. Rent is \$270 per year, plus all applicable local, state, and federal taxes, paid in advance. Said rental payment shall be subject to periodic adjustment by the City of Tonasket as adopted by Resolution. In addition thereto, the **Lessee** shall be responsible for the payment of any and all utilities provided to the premises.

4. It is further understood and agreed by and between the parties hereto that the **Lessee** will maintain the premises and any improvements thereon in good condition, both inside and outside, and will not allow the same to deteriorate unduly, reasonable wear and tear excepted, so that said hangar will at all times during this lease period be maintained in a reasonably good condition so that it will not in any way be detrimental to the appearance or safety of the airport. Areas between hangars will be the responsibility of the hangar owner for graveling and weed control.

5. It is agreed and understood by and between the parties hereto that the **Lessee** shall have the right to use taxiways for ingress and egress to reach the runway and other facilities located at the airport. Said taxiways as described shall not be used exclusively by the **Lessee** and may be used by an individual authorized to do so by the **Lessor**.

6. It is further agreed and understood that the **Lessee** has the right to sublease the property above described that he is leasing without the written consent of the **Lessor**.

Tonasket Airport Land Lease Continued

7. It is agreed and understood that the **Lessee** shall indemnify and agree to hold the **Lessor** harmless for any operations or activities or injuries, damage or liabilities arising from any of the **Lessee's** operations relative to his hangar, or otherwise, or any other operation, which he may conduct on said leased premises, or in any way connected with his operation on the premises.

8. It is agreed and understood that the **Lessee** shall not be engaged in any activity, which would unnecessarily increase the fire hazard or other risk at the airport. The storage of fuel on or about the premises is strictly prohibited. **Lessee** shall not use the site for maintenance purposes other than to perform those preventative maintenance items allowed by the FAA to be performed by aircraft owners.

9. **Lessee** agrees to observe and obey all rules and regulations of the city, state, federal government and any governmental agency including, but not necessarily limited to, the Federal Aviation Administration.

10. The **Lessor**, its agents and employees shall have the right to enter upon the premises and any hangars located thereon in the event of emergency, which requires said entry.

11. **Lessee**, its customers, passengers, guests and other invitees shall have at all times the full and free right of ingress and egress to and from the premises.

Tonasket Airport Land Lease Continued

12. **Lessee** will maintain in force and carry at his expense at all times during the terms of this agreement, liability insurance in the amount of \$500,000.00 or more. **Lessor** shall be furnished with copies of all such insurance policies obtained by **Lessee** in compliance with this section. **Lessee** agrees to notify **Lessor** in writing as to any amendment or cancellation of such policies.

13. Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for a period of 20 years commencing _____ and terminating _____. At the expiration of said initial term, the **Lessee** shall have the option of extending the lease.

14. If **Lessee** fails to keep and perform any of the covenants and agreements herein contained, the **Lessor** may cancel this lease at its option and re-enter and claim the said premises and any improvements thereon. **Lessee** may elect at any time to terminate this agreement by giving 30 days' written notice to **Lessor**.

15. The parties agree that in the event of litigation to enforce any of the covenants or conditions of this lease, the prevailing party will, in addition to any other sums found to be due in such litigation, be entitled to recover as costs such sum as the court may adjudge as reasonable attorney's fees.

Tonasket Airport Land Lease Continued

16. It is fully agreed and understood by and between the parties thereto that this lease shall be binding upon the parties hereto, their heirs, executors, assigns and administrators and successors in interest.

EXECUTED on this date _____.

LESSOR:
CITY OF TONASKET, a municipal corporation:

By: _____
Dennis Brown, Mayor

By: _____
Alice J. Attwood, City Clerk

LESSEE:

Print Name

Sign

Tonasket Airport Land Lease Continued

STATE OF WASHINGTON
County of Okanogan

On this day personally appeared before me _____
And _____, known to me to be the Mayor and City Clerk,
respectively of the municipal corporation that executed the within and foregoing
instrument and acknowledged said instrument to be the free and voluntary act
and deed of said municipal corporation, for the uses and purposes therein
mentioned, and on oath stated that they were authorized to execute said
instrument and that the seal affixed is the corporate seal of said municipal
corporation.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL
THIS _____ day of _____, 20__.

Notary Public in and for the State of Washington,
residing at Tonasket.
My appointment expires _____.

STATE OF WASHINGTON
County of Okanogan

On this day personally appeared before me

know to me to be the individual(s) described in and who executed the within and
foregoing instrument and acknowledged that he/they signed the same as his/their
free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS THEREOF, I have hereunto set my hand and seal this
_____ day of _____, 20__.

Notary Public in and for the State of Washington,
residing at _____.
My appointment expires _____.



Washington State Transportation Improvement Board

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City of Mill Creek

Jennifer Walker
Thurston County

November 22, 2019

The Honorable Dennis Brown
Mayor
City of Tonasket
Post Office Box 487
Tonasket, WA 98855-0487

Dear Mayor Brown:

Thank you for applying for funding from the Transportation Improvement Board. This year we received more than \$261 million in requested grant funding, far exceeding the funds available.

Unfortunately, the following projects were not selected:

- SCAP - 2nd Street - Tonasket Ave to Joseph Ave
- SCPP - FY 2021 Seal Coat Project - Multiple Locations

If you have any questions, please contact Gloria Bennett, TIB Project Engineer, at (360) 586-1143 or via e-mail at GloriaB@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Ashley Probart
Executive Director

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

City of Tonasket

From: Jeff <jeff@communitynet.org>
Sent: Wednesday, December 04, 2019 12:07 PM
To: tonasket@nvnet.com
Subject: City Hall Roof

To Whom It May Concern:

I am writing this in response to the article in the Omak-Okanogan Chronicle. First we have responded to any and all leak calls the same day or the next. I am unaware of a call from the city office that we have not responded to. The last time we were called the city-clerk treasurer was not in the office. As to a final punch list, an inspector from the manufacturer has inspected the roof and issued the warranty. I have the documentation here. As to warranty Mallett Sheet Metal & Roofing has the warranty for 2 years and the manufacturer warrants it for the next 18.

The last time a leak call was received at our office we responded and flooded the roof with a hose to force the roof to leak. It did not. What we found was faulty stucco on the wall above the leak, exposing the Styrofoam underneath. We repaired this at no cost to the city. I have not received a call about subsequent leaks. Mallett Sheet Metal & Roofing has been in business since 1947 and we have always honored our warranty and we are not going anywhere.

Sincerely
Jeff Mallett
Mallett Sheet Metal & Roofing