

Tonasket City Council Agenda  
Tuesday, January 28, 2020  
7:00 pm

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Approval of Agenda
- 5) Approval of the Minutes of the previous meeting
- 6) Public Comment
- 7) This meeting has been advertised as a bid opening for gasoline and diesel for the years 2020 and 2021.
- 8) Unfinished Business
  - a) Tree Quotes---review and take action
- 9) Mayor/Council/Committee Reports
- 10) New Business
  - a) Resolution 2020-03 authorizing an Airport Lease Agreement with Brad Peltola.
  - b) Approve Mayor's Appointments for 2020.
  - c) Set date for Annual City Council Retreat.
- 11) Miscellaneous and Correspondence
- 12) Adjournment

The City of Tonasket is an equal opportunity employer and provider that strives to accommodate persons with disabilities. City Hall is ADA accessible. Please contact the City Clerk's office by noon on any meeting date for assistance.

Council Memo  
Tuesday, January 28, 2020

TO: Mayor and City Councilmembers

FROM: City Clerk-Treasurer

This meeting has been advertised as a bid opening for gasoline and diesel for the years 2020 and 2021. The bid(s) received will be opened and read at the Council meeting.

Several quotes have been received and are included in your packet. Action will be required as to which company you would like to go with to perform the tree work.

Resolution 2020-03 authorizing an Airport Land Lease Agreement with Brad Peltola. This requires action.

Approve the Mayor's Appointments for 2020. Action.

Set date for annual City council retreat.

**Minutes of the Regular City Council Meeting Tuesday, January 14, 2020 \*\*DRAFT\*\***

**Present:** Mayor Brown and Councilmembers Kriner, Levine, Ritter, McMillan and Weddle

**Staff:** Attwood, D. Johnson, Miller and Deputy Covarrubias.

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

Roll call was done and all members were in attendance.

**Motion to approve the agenda.** M/Ritter, S/Levine. Carried 3:0.

**The Oath of Office was administered by City Clerk-Treasurer Attwood to newly elected Councilmembers Alisa Weddle and Jeff McMillan and reelected Councilmember Marylou Kriner.**

**Public Comment**

**Joann Dagnon- lives outside the City**

- Was concerned that the clock was off and that the meeting started early and some people that wanted to attend may not be there yet. The clock was reset and the meeting resumed at 7:00 pm.

**This meeting has been advertised as a public hearing to review the final project performance on the Parry's Acres Sewer System Rehabilitation Project and the SR 97 Perfect Passage Street Project.** Mayor Brown opened the public hearing. Clerk Attwood asked if there were any questions and community member Al Seccomb stated he was glad the parking had been changed. Roger Castelda and Dave Kester questioned how much the City owes in debt and stated that taking care of the infrastructure first before doing any other projects. George Hill suggested that it would be cheaper to fix the grates for the storm-water. After further comments, Mayor Brown closed the public hearing.

**Ed Koonce – Neighborhood Watch Program.** Mr. Koonce was present to invite the Mayor, Council and the community to attend a Public Meeting for the Neighborhood Watch Program on Friday, January 24 from 7:00 pm to 9:00 pm. He is trying to get the word out about an app called Next Door that is for the community to connect with their needs and to stay informed on what is happening in the community. He hopes it will bring the community back together.

**Kurt Danison Report**

- The Perfect Passage is moving forward.
- There will be a Park meeting on Monday, January 27 at 6:00 pm.
- Met with Ken Vorhees and Justin Haug and they flew a drone over the park and discussed the park plan.
- Attended the Economic Development meeting and they discussed trends in the valley.
- Planning Commission will meet on January 21 at 3:00 pm and will elect new officers.
- Councilmember Kriner asked if he would be talking about the zoning code update and he replied that he had sent it to all the Council so they could see what was allowed or not allowed.

**Unfinished Business**

**Parry's Acres Status Report and Resolve Generator Issue.** Councilmembers Levine and Ritter met with Jeff Moran, Varela and Associates, on a conference call, and discussed the payment to resolve the generator issue. It was decided that it would cost more in attorney fees to not make the full payment to resolve the issue than to agree with their final offer of paying for half of the cost. Ritter and Levine recommend that the City accept the final offer.

**Motion to accept Change Order No. 4 and the Pay Estimate No. 6 for the Parry's Acres Sewer System Rehabilitation Project for \$4102.40 including tax and retainage.** M/Ritter, S/McMillan. Carried 5:0.

DRAFT

**Perfect Passage Master Plan.** Councilmember Ritter has spoken with the Council and all concerns have been heard. Councilmember Levine stated the City has a legal obligation to finalize the plan. Councilmember McMillan agreed that they were just approving the plan but still feels it isn't good. Councilmember Weddle went over the plan and thinks we need to go forward with the plan.

**Motion to adopt the Perfect Passage Master Plan as presented.** M/Levine, S/Ritter. Carried 5:0.

**Tree Removal company to remove/prune trees in History Park.** Three quotes were presented to the Council in their packet. Councilmember Kriner was concerned that two local bidders that were rejected earlier were not included. Clerk Attwood stated that she went from the Small Works roster. It was decided after discussion that a new Scope of Work would be done by Councilmember Kriner and she would get it to Clerk Attwood. The discussion was moved to the next meeting.

**Motion to approve the Addendum to Professional Services Agreement with SDB Consulting.** M/McMillan, S/Kriner. Carried 5:0.

**Motion to approve the Addendum to Professional Services Agreement with SDB Consulting to be completed in 6 weeks effective Jan. 15, 2020.** M/McMillan, S/Ritter. Carried 5:0.

**Motion to approve the inter-local agreement for Building Official Services with Okanogan County.** M/Kriner, S/Levine. Carried 5:0.

#### **Department Head Reports**

##### **Covarrubias:**

- Presented the Sheriff's last 30 days report to the Council
- Is getting to know the area and the local citizens.
- Deputy Malone is now in FTO training until mid-March.

**Clerk Attwood reminded the Council that according to the Council Rules that no meeting would go past 9:00 pm without a consensus of the Council. It was the consensus of the Council to extend the meeting to 9:45 pm.**

**Johnson:** There was a downed tree in the road on Sunday night that took out power. The Public Works crew have been sanding and plowing and trying to get caught up.

**Attwood:** Reminded Council to return any Perfect Passage binders they have. Asked the Council if they would like to have binders to keep their council packets in and most said yes. Reported things have been busy in the office and the new website is easy to update.

#### **Mayor/Council/Committee Reports**

##### **Levine**

- Will be attending the WIRA meeting.
- Attended an emergency management meeting with the Mayor and Councilmember Ritter.

##### **Ritter**

- Met with Councilmember Levine and Jeff Moran of Varela & Associate's to discuss the Perfect Passage.
- Street committee met and discussed TranGo.

##### **Kriner**

- Had a nice holiday.

##### **Weddle: None**

- Thanked Clerk Attwood for spending time explaining things.
- Met with Superintendent Johnson
- Is looking forward to being on a committee

DRAFT

**McMillan**

- Has been going over the Council handbook and rules

**Mayor**

- Handed out his committee appointments

**New Business**

**Motion to approve Resolution 2020-01, the renewal of the Professional Services Agreement with Highlands Associates.** M/Kriner, S/Ritter. Carried 5:0.

**Motion to approve Resolution 2020-02 applying for application for USDA-RD funds for the City Shop roof.** M/Ritter, S/Kriner. Carried 5:0.

**Motion to adopt Ord. 811, a budget amendment to add a fifth position to the Public Works Department.** M/Kriner, S/Levine. Carried 5:0.

**Clerk Attwood asked for nominations for the Mayor Pro-Tem. Councilmember Kriner and Levine nominated themselves and Councilmember Weddle nominated Ritter. Kriner received 3 votes, Levine received 1 vote and Ritter received 1 vote. Councilmember Kriner will be the Mayor Pro-Tem.**

**Miscellaneous and Correspondence**

- Clerk Attwood reminded the newly elected Councilmembers that they need take the Public Records Act and Open Public Meetings training.
- Let everyone know that AWC and MRSC has a lot of information for Councilmembers.
- Councilmember Ritter encouraged the newly elected to attend the AWC Conference in June.
- Handed out an email about the Park Committee meeting on Jan. 27, 2020 at 6:00 pm.

**Motion to approve the minutes of the previous meeting, the December Payroll (9661-9676 and Direct Deposit Run 12/31/19) \$39,296.57 and the December Open Period Bills (9660, 9677-9717 and 3 EFT's 1/14/2020) \$87,334.13.** M/Ritter, S/McMillan. Carried 5:0.

There being no further business the meeting was declared adjourned at 9:35 pm.

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**Alice J. Attwood, Clerk-Treasurer**

Iron Roots Contracting LLC  
 Iron RR 8145A  
 16 Bigham dr.  
 Loomis, WA 98827

573026

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE				
		1-23-20				
NAME City of Tonasket						
ADDRESS						
CITY, STATE, ZIP Tonasket, WA						
SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Removal of 5 Black walnut		
2	Trees, chipping and removal		7,500 00
3			
4	Pruning remaining 14		
5	Trees, Removal of all		
6	debris by chipper and		
7	hauled waste away.	RRW <del>10,500 00</del>	9,800 00
8			
9			
10			
11			
12	Tax	RRW <del>1,494 00</del>	1,435 90
13			
14			
15			
16			
17			18,735 90
18	Total	RRW <del>19,394 00</del>	

RECEIVED BY

Changes made 1-24-2020 1:50 pm aga

KEEP THIS SLIP FOR REFERENCE.

on small woods

received 1-24-2020 9:02 am roster



**TREE & LANDSCAPE, LLC**

12402 N Division ST #290

Spokane WA 99218

Office:509 467-3801

[sam@samsapes.net](mailto:sam@samsapes.net)

# ESTIMATE

DATE January 20, 2020

EXPIRATION DATE One Month From Date

TO Darrin Johnson, City Superintendent 322-7432  
 Work at History Park 6 Locust Way Tonasket, WA  
[djohnson.tonasket@nvinet.com](mailto:djohnson.tonasket@nvinet.com)

SALESPERSON	IOB				Contract Number
Sam manle					

QTY	DESCRIPTION	OPTIONAL	Price per item	LINE TOTAL
1.00	Removal of 3 black locust rees deemed hazardous and requiring removal according to report by ASCA Consulting Arborist Brian Giles and additional 2 tagged black locust trees as tagged for removal			
1.00	Removal of above listed trees -chip and haul debris as noted			\$ 10,000.00
1.00	Grinding of Stumps to mulch no haul of mulch	add \$1,200	optional	
1.00	Pruning of 14 remaining black locust trees listed on report			
1.00	Crown clean 14 trees identified on the report - prune dead and damaged limbs over 1.0 inch diameter and haul associated debris			\$ 9,750.00
1.00	This price includes transport and accomodations for crew and all work listed also includes prevailing wages			
1.00				

Quotation prepared by: \_\_\_\_\_

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMAN LIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATIONS FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN CHANGE ORDER. AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE. IN THE EVENT SAM'S LAWN TREE & LANDSCAPING IS FORCED INTO LITIGATION PROMPTED BY NON-PAYMENT OF CONTRACT, SAM'S LAWN TREE & LANDSCAPING SHALL BE ENTITLED TO FULL REIMBURSEMENT OF CONTRACT PLUS INTEREST AND ALL REASONABLE LEGAL EXPENSES.

To accept this quotation, sign here and return: \_\_\_\_\_

<b>SUBTOTAL</b>	\$	19,750.00
<b>SALES TAX</b>	\$	1,639.25
<b>TOTAL</b>	\$	21,389.25

*received 1-20-2020 12:24pm  
 on small works roster*

**LORZ & LORZ, INC.**

32158 Hwy 97  
Tonasket, WA 98855  
Phone 509-486-2202 Cell Phone 509-322-2204

**Quote**

QUOTE  
DATE: JANUARY 24, 2020

To: City of Tonasket

FOR: tree work at History Park

DESCRIPTION	HOURS	RATE	AMOUNT
Remove 5 locust trees. Trim the remaining 16 to 17 trees, haul away brush (no chipping) Other possible work & trimming			17,500.00
Tax			1452.50
		TOTAL	18,952.50

Make all checks payable to LORZ & LORZ, INC.  
Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

**Thank you for your business!**

*received 1-24-2020  
10:00am  
on small works order*



# Contract Quote Form

## Owner Information

Name City of Tonasket  
Address 209 S Whitcomb Ave  
City, State ZIP Tonasket, Washington 98855  
Phone (509) 486-2132  
Email n/a  
Project name History Park Tonasket Tree removal

## Contractor Information

Company Granite Mountain Grounds LLC  
Name Jubal Miller  
Address 46b Loup Loup Rd.  
City, State ZIP Okanogan, Washington 98840  
Phone (509) 429-6965  
Email granitemountaings@gmail.com  
Completion date n/a

## Company Proposal

We, Granite Mountain Grounds LLC, propose the below scope of work, to be completed for the total amount of \$19,500.00. The estimated cost per tree removed is \$2,080.00. The estimated cost per tree pruned of dead limbs is \$650.00. The estimates include chipping and removal of debris.

## Scope of Work

Removal of hazardous trees for the City of Tonasket. Granite Mountain Grounds LLC, agrees to remove and dispose of 5 Black Locust trees from the History Park Tonasket. 14 other trees, identified by the City of Tonasket, will also be pruned of dead limbs. All trees and residual debris will be hauled to the Tonasket City dump. Tree stumps will be cut within reasonable distance to ground level. We will provide all necessary machinery and equipment in order to complete the project. Portions of the city park will be closed and clearly marked around the tree removal area.

## Not Included

Detailed Not Included will be provided in an Independent Contractor Agreement upon acceptance of quote.

*Received 1-24-2020 10:45 am*

# LAKE CHELAN TREE SV. LANDSCAP CONSTRUCTION



Estimate No: 516  
Date: 12/10/2019

14867 Morning Sun Dr  
Chelan Wa 98816  
Lic# LAKECCT929PT  
509 6308076  
carlosuvalle76@gmail.com  
www.lakechelanreeservice.com

For: city of tonasket  
tonasket@nvinet.com  
Job Site  
History Park  
  
P O Box 487  
Tonasket Wa 98855

Description	Amount
#5 black locust trees removal. chipping and haul away the debris. plus taxes	\$11,600.00
#14 black locust trees prune dead wood - branches chipping haul away the debris plus taxes	\$7,000.00

Please make payment to:

Bank Account Number: [REDACTED]  
Routing Number: [REDACTED]

Subtotal	\$18,600.00
sales Tax 0%	\$0.00
0%	\$0.00
<b>Total</b>	<b>\$18,600.00</b>

**TOTAL \$18,600.00**

*received @ 2:10 PM 1-24-2020  
on small works roster*

**Comments**

**THIS PROPOSAL IS GOOD FOR 30 DAYS.**

**Any alteration or deviation from above specifications involving extra cost.**

**50%of the contract price is due on all instalation or build before any work will be performed**

**RESOLUTION NO. 2020-03**

**A RESOLUTION authorizing an 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 Brad Peltola 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 \_\_\_\_\_, 2020.

**APPROVED:**

\_\_\_\_\_  
**Dennis Brown, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Alice J. Attwood, 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 Brad Peltola 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. 15, 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 \_\_\_\_\_.

**MAYOR'S 2020 COMMITTEE APPOINTMENTS**

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

**MAYOR'S 2020 APPOINTMENTS**

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

**CIVIL SERVICE COMMISSION**

Members	Position 1	Patti Hill	term – 2019-2022
	Position 2	Steve Kriner	term - 2020-2025
	Position 3	Phil Christy	term - 2018-2023

**PLANNING COMMISSION**

Members	Position 1	George Hill	3 year term (exp 12-31-2022)
	Position 2	Gayle Mailloux	3 year term (exp 12-31-2022)
	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 2020 APPOINTMENTS**

**BOARD OF APPEALS**

**TREE BOARD**

Members

Marylou Kriner  
Jean Notson