

Tonasket City Council Agenda

Tuesday, April 28th, 2020

7:00 pm

VIRTUAL MEETING ID # 886-2174-3913

Phone #1-669-900-6833

- 1) Call to order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Approval of the Agenda—**Requires Action**
- 5) Public Comment
- 6) Kurt Danison Report
- 7) Unfinished Business
 - a) Review of Resolution 2020-06 regarding late fees etc. on Water/Sewer bills—**Requires Action**
 - b) Reschedule Arbor Day? **Requires Action**
 - c) TranGo Update
- 8) Department Head Reports
 - Introduction of Ron Booher, Building Official
 - Sheriff Tony Hawley
 - Johnson
 - Attwood
- 9) Mayor/Council Committee Reports
- 10) New Business
 - a) Approve Quote from Timberline Construction for the City Shop Building—**Requires Action**
 - b) Request from Trisha Roach, High School Principal, to hang banners on the light poles with pictures of Graduating Seniors--**Requires Action**
 - c) Approve Application for NCACH COVID-19 Community Support Funds—**Requires Action**
 - d) Ordinance #812 Budget Amendment—**Requires Action**
 - e) Resolution 2020-10 Airport Land Lease Agreement –**Requires Action**
- 11) Miscellaneous and Correspondence
- 12) Consent Agenda: Minutes of the March 24, 2020 Regular City Council meeting, minutes of the March 25th, 2020 Special Meeting, the minutes of the April 17th, Special meeting, the March Payroll and the April bills. **Requires Action**
- 13) Adjournment

Council Memo
For Tuesday, April 28th, 2020

TO: Mayor and City Councilmembers

FROM: City Clerk-Treasurer

Kurt Danison will be on zoom to give his report.

At the March 24th City Council meeting Resolution 2020-06 was approved with the caveat that it would be readdressed at the April 28th City Council meeting. This resolution has to do with the late fees etc. for water/sewer accounts. The Council needs to decide if they would like to continue with this Resolution or if it is declared no longer in effect. **Requires Action.**

Arbor Day had been scheduled for April 24th. Would the Council like to reschedule this event until another time later in the year? **Requires Action.**

Councilmember Weddle may have an update on what is happening with TranGo.

Department Head Reports—Cities of Okanogan, Oroville and Tonasket have been working together and have found a person to be our Building Official. Ron Booher is his name and he will be on the zoom meeting Tuesday night. He is currently in Omak in quarantine. He traveled from Missouri last week.

Tony Hawley may also be on the Zoom meeting, and of course Darren and myself.

We have one quote for the repair of the City Shop Roof. It is from Timberline construction in the amount of \$42,237.00. I spoke with Owen Kresek (owner) and he is concerned because he is unable to give a 15 year warranty however he can possibly give a couple years warranty against leaking. He is also concerned that if there is an air quality test after the repair and it comes back positive that he would be responsible. Anyway, I believe these are issues that can be discussed and be part of a final contract. Due to the fact that we haven't received final word on the grant/loan we can award the contract however I wouldn't have him start work just yet. Even if we don't get a loan/grant we still have to do the work. **Requires Action.**

Trisha Roach, High School Principal, is requesting the City give permission to hang banners with photos of the High School seniors on the light poles in town. According to her letter, they will be responsible for putting them up and taking them down. **Requires Action.**

Councilmember Weddle has found the NCACH grant for Community support funds and is asking for permission to apply. **Requires Action.**

Ordinance #812 is a budget amendment that reflects the new wages for City employees. (Except the City Superintendent and City Clerk-Treasurer.) **Requires Action.**

Resolution 2020-10 is a new Airport Land Lease Agreement. **Requires Action.**

Minutes of the Regular City Council Meeting, Tuesday, March 24, 2020

Present: Brown, Kriner, Levine, McMillan, Ritter, and Weddle

Staff: Johnson and Attwood

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

Roll call was done and all members were present. Councilmember Weddle was attending the meeting via the phone. The Public was also invited to join the meeting by phone.

Motion to approve the agenda. M/Ritter, S/Levine. Motion carried. 5:0.

Motion to approve the minutes of the March 10, 2020 Regular meeting, the March 6th, 2020 and the March 7th, 2020 Special meetings. M/McMillan, S, Ritter. Motion carried. 5:0.

Public Comment

Jennifer Ward thanked the Council for their service and had questions about the proposed closure pay.

Unfinished Business—None

Mayor/Council/Committee Reports

Kriner—none

Ritter—Reported there is one confirmed case in the north end of the County. Heads up and wash your hands.

Levine—none

McMillan—Reported the Quarterly meeting with Sheriff Hawley went well.

Weddle—Reported the gym in town is still open and she is concerned.

Motion to adopt Resolution 2020-05 declaring a state of emergency with respect to COVID-19. M/McMillan, S/Ritter. Carried 5:0.

Motion to adopt Resolution 2020-06 regarding the turn on/turn off fees, the late fees and interest fees on water/sewer accounts during the COVID-19 Emergency Health Crisis and to change the wording so it is clear there will not be any water turned off for non-payment and this will be readdressed at the April 28th regular City Council meeting. M/Levine, S/Ritter. Motion carried. 5:0.

Emergency Policy and Procedure: There was much discussion on the proposed policy and there was a question if there was an end date.

Motion to adopt the Emergency Policy and Procedures Effective 3/24/2020 – 4/14/2020. M/Kriner, S/McMillan. Carried 4:1. Levine voted no.

Motion to adopt Resolution 2020-07 until the State of Washington lifts the state of emergency. M/Kriner, S/Ritter. Carried 4:1. McMillan voted no.

Motion to authorize Varela and Associates and City Staff to advertise for Bids for the Tonasket and Division Streets Rehabilitation Project. M/Ritter, S/Levine. Motion Carried. 5:0.

Motion to adopt Resolution 2020-08 in the matter of seeking a Washington State Department of Transportation Aviation Division Grant and Guaranteeing Grant Match Funds. M/Ritter, S/Levine. Motion carried. 5:0.

Motion to approve the 2020 WSDOT Airport Grant Application for the Tonasket Airport runway 15-33 Rehabilitation, Phase II Construction. M/Kriner, S/Levine. Motion carried. 5:0.

DRAFT

Motion to approve the T-O Engineers Work Order 20-01 contract providing services and fees for construction management and inspection of the project. M/Kriner.S/Ritter. Motion carried. 5:0.

Trey Dail, T-O Engineers, was on the phone to update the Mayor and Council on the bid opening for the Airport Rehabilitation project. Trey will not be recommending award at the meeting, only providing the information for review. Actual award of the project should not be executed until a grant is awarded from WSDOT to the City.

Motion to adopt Resolution 2020-09 setting the dates for the annual clean-up. M/Ritter, S/Levine. Carried 5:0.

Miscellaneous and Correspondence --- Special meeting regarding Union Agreement March 25th.

There being no further business the meeting was declared adjourned.

Alice J. Attwood, City Clerk-Treasurer

DRAFT

Minutes of the Special Tonasket City Council meeting held Wednesday, March 25, 2020

DRAFT

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

Staff: Johnson and Attwood

This meeting was advertised as required by law and notice given this would be a meeting via phone.

The meeting was called to order at approximately 7:00 pm.

The purpose of the meeting was to take action on the proposed Labor Agreement by and Between the City of Tonasket, Washington and Teamsters Local Union No. 760.

There was much discussion on the subject matter and everyone was able to express their opinions.

Motion was made to approve the Labor Agreement by and between the City of Tonasket and Teamsters Local Union No. 760, representing City of Tonasket Employees. M/Kriner, S/McMillan. Motion carried. Levine and Ritter voting no.

The meeting was adjourned.

Alice J. Attwood, City Clerk-Treasurer

Minutes of the Special Tonasket City Council Meeting, Friday April 17, 2020

DRAFT

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

Staff: Johnson, Attwood and Howe

This meeting was advertised according to law and held virtually via zoom.

The meeting was called to order at approximately 4:30 pm.

The Roll call was taken.

The purpose of the meeting is to discuss and possibly take action on extending the Emergency Policy & Procedure adopted March 24, 2020.

Each of the Councilmembers voiced their concerns regarding the status of the Emergency Policy & Procedure effective 3/24/2020 – 4/14/2020.

Motion to discontinue the Emergency Policy & Procedure effective 3/24/2020-4/14/2020 and to have the City Hall Staff self check their health and move one of the computers into another area of the office and this should be completed by April 22nd. M/Kriner, S/McMillan. Motion carried. 4:1. Weddle voted no.

Motion made to extend the Emergency Policy & Procedure Effective 3/24/2020 – 4/14/2020 through April 22, 2020 then on April 23, 2020 staff will return to normal duties. M/Ritter, S/Kriner. Motion carried. 4:1. Weddle voted no.

Superintendent Johnson voiced his concern that the Public Works Crew has been singled out and not included in the discussion. Councilmember Levine stated the Public Works crew has been deemed essential and the crew should be abiding by safety measures and if they need anything they should ask for it.

Motion to adjourn the meeting. M/McMillan, S/Ritter. Motion carried. 5:0.

Alice J. Attwood, City Clerk-Treasurer

RESOLUTION 2020-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TONASKET, WASHINGTON REGARDING THE TURN ON/
TURN OFF FEES, THE LATE FEES, AND INTEREST FEES
ON WATER/SEWER ACCOUNTS DURING THE COVID-19
EMERGENCY HEALTH CRISES.**

WHEREAS, on January 31, 2020 the United States department of Public Health and Human Services declared a public emergency for the novel coronavirus (COVID-19) beginning on January 27, 2020; and

WHEREAS, on February 29, 2020, Governor Jay Inslee of the State of Washington proclaimed that a state of emergency exists in all counties in the State of Washington due to the number of confirmed cases of COVID1-19, and directed that the plans and procedures of the Washington State Comprehensive Emergency Management Plan be implemented, and stating this situation may last for a significant period of time and cause a threat to life and property; and

WHEREAS, on March 13, 2020, Governor Jay Inslee of the State of Washington ordered the closure of schools in the State from March 17, 2020 through at least April 24, 2020;

WHEREAS COVID – 19 is a contagious respiratory disease that may result in serious illness or death; and

WHEREAS, the United States Center for Disease Control and Prevention identifies the potential health threat posed by COVID – 19 as high, and has advised that person-to-person spread of COVID – 19 will continue to occur; and

WHEREAS, the City has declared a state of emergency with respect to COVID – 19 by adopting Resolution 2020-05:

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

SECTION 1. Due to the state of emergency being declared in the City of Tonasket, Resolution 2020-05, on March 24, 2020, the water/sewer late fees, interest, turn on/off fees and water shut offs for non-payment will be suspended through the month April.

SECTION 2. Water/Sewer Payments are still due by the 18th of each month and if not paid will be accrued monthly.

SECTION 3. This resolution will be reconsidered at the April 28th City Council meeting to determine if it will stay in effect.

PASSED BY THE CITY COUNCIL this 24TH day of March, 2020.

APPROVED:



Dennis Brown, Mayor

ATTEST:



Alice J. Attwood, Clerk-Treasurer

APPROVED:

Michael Howe, City Attorney

Timberline Construction

PO Box 60
 Tonasket, WA 98855
 (509)322-1074

Estimate

Date	Estimate #
3/4/2020	6

Name / Address
City of Tonasket

Ship To

Description	Qty	Rate	Total
This quote is for the City shop roof Project in Tonasket WA. Approximate building size is 100' x 40' This quote includes; tearing off old metal roofing and old skip sheathing and disposing of them, and re sheathing the roof with 7/16 osb, 15# felt or better, and new metal roofing, ridge cap, and gable / eave trim. This quote includes tearing out and replacing a 4ft by 60ft area of bad / moldy drywall on both eave edges of shop ceiling on the south section of shop, This quote also covers cutting out and replacing 11 bad / moldy spots approximately 4ft x 4ft in size thru out the south section of shop ceiling. And also one spot on north section of shop ceiling. where the drywall is removed the truss/adjacent framing will be treated with commercial grade anti fungal treatment. This quote also includes taking off an replacing 1/2" plywood on the top 4ft of walls on the eave ends of the south section of the shop were there has been water damage. This quote does not include replacing any framing / trusses in the case	1	39,000.00	39,000.00

Subtotal
Sales Tax (8.3%)
Total

Timberline Construction

PO Box 60
 Tonasket, WA 98855
 (509)322-1074

Estimate

Date	Estimate #
3/4/2020	6

Name / Address
City of Tonasket

Ship To

Description	Qty	Rate	Total
they have rot / mold problems! Whatever work is not listed above is not covered by this quote!			

Subtotal	\$39,000.00
Sales Tax (8.3%)	\$3,237.00
Total	\$42,237.00



TONASKET HIGH SCHOOL

ACHIEVING BY
BELIEVING

35 HS HWY 20E
TONASKET, WA 98855
(509) 486-2161 ~ PHONE
(509) 486-4382 ~ FAX
www.tonasket.wednet.edu

April 9, 2020

Tonasket City Mayor and Council
209 S. Whitcomb
Tonasket WA 98855

Dear Mayor and City Council,

In this very unique time in the world, we are trying to find special ways to celebrate the Seniors at Tonasket High School, especially now that school will not reopen for the remainder of the year. As all of you know, this is normally a special time filled by the making of memories that will last a lifetime. In an attempt to ease the loss of this experience, we would like to hang individual banners down main street. Each of these banners would have a different graduating senior on it. Our hope is that this will remind these young people that although we cannot reinstate their final days at Tonasket High School, the community has not forgotten about them.

We have taken into account the logistics that this task would entail. We have counted poles and brackets and will buy the additional brackets needed, as well as mount them on the poles. We will also have volunteers to facilitate the hanging up and taking down of the banners. We would like the banners to be up from approximately the first week of May until the end of June.

To accommodate all of our seniors, there would be 4 banners on each pole. This means, there will be two students facing North, and two different students facing South, back to back. Here is a picture showing what we have in mind.



NORTH SIDE



SOUTH SIDE

We also already have permission to hang photos of each student in each of their files at school.

All we need is your permission to make this project happen. Please approve this proposal, there is no money request from the city, just permission for volunteers to attach the banner brackets and hang the banners.

Thank you for your time,



Trisha Roach
Tonasket High School Principal

& the parents of the 2020 graduating class



NCACH COVID-19 Community Support Fund ***Submission Guidelines and Application***

In an effort to support our region during the COVID-19 pandemic, NCACH has developed the COVID-19 Community Support Fund to support the success of response efforts of community organizations and groups. We are awarding a total of \$150,000 across Chelan, Douglas, Grant, and Okanogan Counties.

Funding Criteria

This opportunity is open to: nonprofits, schools and other education providers, and community groups who have mobilized in response to COVID-19 (with the support of a fiscal sponsor).

This funding opportunity is *not* open to organizations that receive funding through North Central Accountable Community of Health's Whole Person Care Collaborative or Transitional Care and Diversion Intervention projects.

This Funding is available for supplies, equipment, or other resources that support social distancing, connection to your neighbors and community, and "staying healthy and staying home." (*Examples: design and printing costs for information, essential or basic needs supplies to support vulnerable people, etc.*)

Applications must demonstrate how the project provides support for individuals in community isolation or practicing social distancing, and/or essential workers.

Applications must articulate why other funding channels that are offering COVID-19 relief funding are not a good fit for their proposed need.

Limit one request per organization.

In order to reduce duplication of services in a single community or county, applications that are similar in scope and target population may be asked to collaborate on a project.

COVID-19 Community Support Funds are not intended to:

- Reimburse indirect costs (e.g. staff time) for cancelled events or services, or the projected loss of income from those cancelled events or services
- Pay down deficits or debt
- Reimburse previously incurred expenses due to COVID-19

Funding requests will be accepted on a rolling basis and reviewed weekly until May 29, 2020, or until all funds are expended.

"BUILDING HEALTHIER COMMUNITIES ACROSS NORTH CENTRAL WASHINGTON"



NCACH COVID-19 Community Support Funds

Please be as brief and specific as possible. Email completed applications to [Teresa Davis, teresa.davis@cdhd.wa.gov](mailto:teresa.davis@cdhd.wa.gov).

Organization: Click or tap here to enter text.

EIN Number: Click or tap here to enter text.

Primary Contact: Click or tap here to enter text.

Fiscal Sponsor (If applicable): Click or tap here to enter text.

Which public health region are you located in (Chelan-Douglas, Grant, or Okanogan): Click or tap here to enter text.

Target Population Describe the population that you expect to support with this project.

Description: Provide a description of how you plan to utilize these funds to provide support for individuals currently in community isolation or practicing social distancing, (can include support for essential employees).

Other Funding Sources: Tell us a bit about your research into other funding opportunities to meet this need. Why are other funding channels that are offering COVID-19 relief funding (e.g. the Community Foundation of NCW) not a good fit for your proposed need?

Budget: Please outline basic budget expenses

EXPENSES	Amount (\$)
Equipment	
Supplies	
Printing	
Other Expenses (itemize):	
Total Requested	

Ordinance No. 812
AN ORDINANCE of the City of Tonasket,
Washington, amending the 2020 Budget
Ordinance #809.

WHEREAS, the City Council of the City of Tonasket adopted the budget for the 2020, Ordinance #809; and

WHEREAS, an agreement has been entered into with Teamsters Local No. 760 for employees of the City of Tonasket and wages have been revised.

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

- 1) The wages for the specified positions on the attached document have been revised to coincide with the Labor Agreement.

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 _____, 2020.

APPROVED:

Dennis Brown, Mayor

ATTEST:

Alice J. Attwood, Clerk-Treasurer

APPROVED AS TO FORM:

Michael Howe, City Attorney

2020 Wages-Budget Amendment 4-28-2020

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	16.07	10% Judicial 16% Current Expense 37% Water Fund 37% Sewer Fund
Deputy Clerk-Treasurer	\$17.98 per hour	19.93	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.
#2 Asst. Superintendent	\$22.72 per hour	24.67	15% City Street 50% Water Fund 35% Sewer Fund
#3 W/S/St Maintenance	\$19.15 per hour	21.10	15% City Street 35% Water Fund 50% Sewer Fund
#4 Position Maint.	\$16.90 per hour	18.85	
	March - October		15% Park 15% Cemetery 20% Street 25% Water 25% Sewer
	Nov - Feb		30% City Street 35% Water Fund

Seasonal position	\$15.50 per hour	35% Sewer Fund 75% Park 25% Cemetery
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Extra labor, overtime, and time worked in the Parks & Cemetery by the Public Works Dept. min. wage up to \$27.14 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 \$25 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.

RESOLUTION NO. 2020-10

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 William S. Phillips (Steve) 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 William S. Phillips (Steve) 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. 8, 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 _____.

tonasket@nvinet.com

From: Hinckle, Jeff (COM) <jeff.hinckle@commerce.wa.gov>
Sent: Thursday, April 23, 2020 9:05 AM
To: tonasket@nvinet.com
Cc: atwohig@varela-engr.com
Subject: Tonasket - SR-97 Perfect Passage downtown project-- CDBG Grant #1736 04/23/2020



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • 360-725-4000
www.commerce.wa.gov

April 23, 2020

The Honorable Dennis Brown, Mayor
City of Tonasket
PO Box 487
Tonasket, WA 98855

Re: Community Development Block Grant (CDBG) Contract Number 17-62210-036

Dear Mayor Brown:

I received and reviewed a copy of the Contract Closeout Report for the city of Tonasket's Community Development Block Grant (CDBG), used to SR-97 Perfect Passage downtown project I found all documentation to meet the standards of the grant contract.

Final reimbursement for this grant occurred in the 2020 calendar year. The project is completed and our records agree with the closeout report. The city expended \$24,000 which constitutes all of the funds awarded under this contract. Your CDBG contract is now closed.

The CDBG contract states that each Grantee is responsible for arranging required federal audits in accordance with 2 CFR 200, Subpart F – Audit Requirements. In the event an audit discloses disallowed costs, Commerce shall retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit. Payment for the audit shall be made by the Grantee. An explanation of any questioned costs must be sent to Commerce within 30 days of receipt of the audit report.

Please note all records regarding this CDBG project must be maintained for a minimum of six years following this contract closure.

It has been a pleasure to work with you. If you have any questions, please contact me at (360) 725-3060 or jeff.hinckle@commerce.wa.gov.

Sincerely,

J. P. Hinckle

Jeff Hinckle
Project Manager