

Tonasket City Council Agenda  
Tuesday, September 8, 2020  
7:00 PM

**VIRTUAL ZOOM MEETING ID #822 5868 3451**  
**PHONE #1 253 215 8782**

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Approval of Agenda
- 5) Public Comment
- 6) This meeting has been advertised as a public hearing for the purpose of surplusing a utility purchased piece of equipment, a John Deere Grader.
- 7) Unfinished Business
  - a) Extension of Resolution 2020-06 water/sewer late fees etc. **Action Item**
  - b) Resolution 2020- 19 Surplus Ford Taurus **Action Item**
  - c) Peddlers Permit Ordinance Discussion
- 8) Department Head Reports
- 9) Mayor/Council/Committee Reports
- 10) New Business
  - a) Approval of Master Agreement with Kelley Connect/Kyocera Taskalfa 4053ci printer, copier scanner for City Hall **Action Item**
  - b) Approval of /request for County Road Department to inspect the Bonaparte Ave Bridge **Action Item**
  - c) Resolution 2020-18 surplus John Deere Grader **Action Item**
  - d) Set Annual City Clean Up Date for September 26, 2020 9:00 am to 2:00 pm **Action Item**
  - e) Ordinance #815 Budget Amendment
- 11) Miscellaneous and Correspondence
- 12) Consent Agenda: Minutes of the previous meeting, the September Bills, and the August Payroll
- 13) Adjournment

City Council Memo  
Tuesday, September 8, 2020  
7:00 PM

**VIRTUAL ZOOM MEETING ID #822 5868 3451**  
**PHONE #1 253 215 8782**

**TO: Mayor and City Councilmembers**

**FROM: City Clerk-Treasurer**

This meeting has been advertised as a public hearing for the purpose of surplusizing a utility purchased piece of equipment, in this case the John Deere Grader. Action will be required later on the agenda if the Council decides to proceed with the surplusizing of the Grader.

Resolution 2020-06 regarding the late fees for water and sewer service. Governor Inslee has extended his proclamations until the end of the month. **Suggested Motion: I move to extend Resolution 2020-06 until September 30<sup>th</sup>, 2020.**

Resolution 2020-19 surplusizes the Ford Taurus Police Vehicle. It was discussed at the last Council meeting the Public Safety Committee should meet and make a recommendation to Council. The Public Safety Committee will make a recommendation to the Council. **Suggested Motion: I move to adopt/not adopt Resolution 2020-19 that surplusizes the 2013 Ford Taurus Police Vehicle.**

The Peddlers Permit Ordinance was also moved to this meeting----I have included information from Kurt Danison on Peddlers Permits. If the Council wishes the City's Code be revised then Staff should be directed to make the requested changes or it could go to Committee for a recommendation.

I have included an agreement for the lease of a Kyocera Taskalfa 4053ci printer, copier scanner for City Hall. Our contract with Kelley Connect is up now. We have had a very good experience with our current copier, scanner, printer and it is my recommendation to continue with this company that has been great to work with. The new monthly rate will be \$183.37 per month which is a decrease from the \$277.90 that we are currently paying. **Suggested Motion: I move to approve the Master Agreement with Kelley Connect for the Kyocera Taskalfa 4053ci Printer, copier, scanner for City Hall.**

The County Road Department has offered to inspect the Bonaparte Avenue Bridge for the City for a cost of approximately \$350. As you can see from the email this is required every two years. It is my recommendation that we authorize Josh Thompson to inspect the Bridge. **Suggested Motion: I move to authorize Josh Thompson Director/County Engineer to inspect the Bonaparte Avenue Bridge for approximately \$350 and authorize the Mayor to sign the applicable document.**

Resolution 2020-18 would surplus the John Deere Grader. **Suggested Motion: I move to adopt Resolution 2020-18 which would surplus the John Deere Grader and to set a minimum bid/price of \_\_\_\_\_.**

It is that time of year again for the annual city clean up. I am recommending September 26<sup>th</sup>, 2020 9am to 2 pm. **Suggested Motion: I move to set the date and time for the annual clean up as recommended.**

Ordinance 815 Budget Ordinance increases revenues and expenditures in the amount of \_\_\_\_\_ for the Airport Project. **Suggested Motion: I move to adopt Ordinance #815 a Budget amendment ordinance for the increase of revenues and expenditures for the Airport Project.**

**Minutes of the Regular City Council Meeting Tuesday, August 25, 2020 **\*\*DRAFT\*\*****

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

**Staff:** Attwood, Johnson, Hawley and Miller

The meeting was called to order at 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/McMillan, S/Weddle. Carried 5:0.

**Motion to approve the minutes of the previous meeting.** M/McMillan, S/Weddle. Carried 5:0.

**Public Comment - none**

**Kim Jacobs- North Valley Hospital Safety/Disaster Officer—Memorandum of Understanding.** Kim was present to ask the Council to approve an updated Memorandum of Understanding. There were very few changes to the document compared to the prior agreement.

**Motion to approve the Memorandum of Understanding for Achieving Healthcare Emergency Preparedness in Okanogan County Healthcare District #4 and authorize the Mayor to sign the document.** M/ Weddle, S/Levine. Carried 5:0.

**Greg Gardinier** – Presented the Mayor and Council with his plan for updating the council room with new audio and video equipment. It would include an 85” flat screen TV, microphones, speakers and a new recording system. The cost will be approximately \$35,000 to \$40,000. Mayor Kriner thanked Greg for his presentation.

**Kurt Danison Report**

- Tonasket Tire was awarded \$10,000 by winning the SuperNova Competition.
- There will be a Park meeting on Thursday at 6:00 pm.
- Will be updating the critical areas map to be in compliance with Growth Management
- Planning Commission will be meeting in October and should be having a public hearing in November

**Unfinished Business - none**

**Department Head Reports**

**Hawley**

- Has been busy with the Palmer Mountain Fire
- Just finished a Facebook live with an update on the Palmer Fire from NW Incident Management Team (IMT) 6 and partner agencies

**Attwood**

- None

**Johnson**

- The Tonasket Ave/Division St. Project is finished, and the Airport Project is also complete except for paint striping to be done next month.

**Mayor/Council/Committee Reports**

**Mayor**

- Shout out to all the first responders on the Palmer Mountain Fire.
- The Forest Service has signed a land use agreement for the use of Chief Tonasket Park for their base camp. The Mayor would like any money received to stay in the Park fund.
- Black Dodge sold to Oroville PD for \$6,000.00.
- Property on Western Ave is getting cleaned up.

- Asked Councilmember Levine for an update on the loading/unloading zone requested by Debbie Panther
- Red Cross would like to use the TVBRC parking lot for 2 trailers to help people evacuated from the fire

**Levine**

- Haven't met with the Airport committee but Lee Orr sent her a letter and the Airport Improvement Club will pay \$5,000 towards the project.
- WIRA has a draft watershed addendum and will be meeting on Thursday night.
- Thanked all the firefighters.

**McMillan**

- Safety committee has been quiet
- Airport project looks great
- Thanked all the firefighters

**Ritter**

- Wanted to know why Res. 2020-19 was on the agenda which would surplus the Ford Taurus. Ritter stated the car could be used for a Code Enforcement person.

**Weddle:**

- Will be attending the Park meeting on Thursday and appreciates all the work that has been done

**Alexander**

- None

**New Business**

**Motion to approve the Dispatch Services Agreement with Okanogan County and authorize the Mayor to sign the applicable documents.** M/Levine, S/Ritter. Carried 5:0.

**Motion to approve the application for a Peddler's License for Amanda Archuleta and Shaun Andrew contingent on the proper verifications such as background checks.** M/Levine, S/McMillan. Failed 1:4. Levine no. McMillan yes. Ritter no. Weddle no. Alexander no.

After much discussion it was decided to put it on the agenda for the next meeting and for the Infrastructure Committee to meet and bring back a recommendation.

**The approval for a Policy for Use of City Vehicles by Employees was moved to the next meeting.**

**Motion to have the Safety Committee meet to discuss the surplus of the Ford Taurus and come back at the next meeting.** M/Ritter, S/McMillan. Carried 5:0.

**Miscellaneous and Correspondence - none**

There being no further business the meeting was declared adjourned at 8:26 pm.

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

## **RESOLUTION NO. 2020-19**

### **A resolution declaring certain property to be surplus to the City.**

**WHEREAS**, the City of Tonasket, a municipal corporation of the State of Washington, is the owner of certain property as described in Exhibit "A" attached hereto and incorporated herein as set forth; and

**WHEREAS**, the City of Tonasket is desirous of disposing of said property described in Exhibit "A": attached pursuant to statutory authority of the State of Washington; and

**WHEREAS**, the said property is in excess and surplus to the present or foreseeable needs of the City of Tonasket, or is in such condition as to have no value,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TONASKET, WASHINGTON**, that the property described in Exhibit "A", attached hereto and incorporated herein, as fully set forth is not necessary to the needs of the City of Tonasket and is surplus and excess to the foreseeable needs of said City, or is in such condition as to have not value, may be disposed of pursuant to statutory authority. The City may dispose of the surplus property in a method determined to be in the best interest of the City.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_,  
2020.

**APPROVED:**

\_\_\_\_\_  
**Marylou Kriner, Mayor**

**ATTEST:**

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

**EXHIBIT A**

**1 - 2013 Ford Taurus VIN 1FAHP2M85DG124519**

**Add new definitions:****17.08.090 Outdoor mobile vendor.**

“Outdoor mobile vendor” means nonpermitted structures, vehicles, or trailers, located on private property, conducting retail sales or offering goods and/or services to the public for a fee or donation.

**17.08.115 Truly mobile.**

“Truly mobile” shall mean, in the context of an Outdoor Mobile Vendor (see 17.08.090), a unit such as a vehicle that is registered and licensed for driving on the street under its own power.

**17.08.110 Semi-permanent.**

“Semi-permanent” shall mean, in the context of an Outdoor Mobile Vendor (see 17.08.090), a unit such as a trailer that requires towing to or from a site.

**17.08.110 Structure, mobile vendor.**

“Structure, mobile vendor” shall mean, in the context of an Outdoor Mobile Vendor (see 17.08.090), a semi-permanent structure built on-site or delivered to a site.

**Add new section to Chapter 17.56 General Regulations****17.56.215 Outdoor mobile vendors.**

All outdoor mobile vendors, where allowed by Chapter 17.52 BMC, District Use Chart, shall meet the following standards to protect the aesthetics of surrounding properties:

(1) Exemptions. The following activities, businesses, and/or persons, as such are commonly known, shall be exempt from coverage of this section. This exemption shall not be construed to limit or restrict the application of other laws and regulations pertaining to such activities, businesses and/or persons:

- (a) Stands used to sell or distribute flowers, fruit, vegetables, produce or plants grown on the property where the stand is located;
- (b) Outdoor mobile vendors set up only during community-sponsored events;

(2) Application. Applicants for an outdoor mobile vendor permit shall provide the Administrator with a written application describing the proposed business in detail and specifically including as a minimum the following:

1. The proposed manner of operation of the business;
2. The goods, wares, services, merchandise or articles to be offered for sale;
3. The proposed dates, hours and duration of operation;
4. The proposed location of operation;

5. Available parking;
6. The proposed fire safety features and proposed lighting;
7. Proposed structures and locations;
8. Site plan;
9. Written, signed and notarized authorization of landowner;

The Administrator shall review the application based on such issues as public safety, pedestrian and vehicular traffic, public disturbance and noise concerns. The Administrator shall grant, deny or condition the permit based on the above considerations. Written notice of action on the application shall be provided to the applicant within 14 days of the city's receipt of a completed permit application.

(3) Required Approvals.

- (a) All outdoor mobile vendors shall obtain approval from the Chelan/Douglas Health District prior to commencing any activities. Outdoor mobile vendors are required to comply with all laws, rules and regulations regarding food handling, and all vehicles, equipment, and devices used for the handling, storage, transportation and/or sale of food shall comply with Chapter 246-215 WAC, as amended, and any other rules and regulations respecting such vehicles, equipment, and devices as may be established by the Okanogan County health district.
- (b) All outdoor mobile vendors shall have city and state business licenses/registrations.
- (c) All outdoor mobile vendors shall provide in writing and on a site plan the locations of utilities (water, sewer, storm water, etc.) servicing the stand or a plan for how water, sewer and stormwater, etc. will be handled. All service locations shall be reviewed by the public works department for approval, prior to commencement of activities at any location.
- (d) All outdoor mobile vendors shall obtain required permits from the city fire chief for installation of LPG tanks and piping.
- (e) All outdoor mobile vendors that are constructed to use electricity shall obtain a permit from Labor and Industries.
- (f) Any structure or accessory structure that is to be placed and used as a commercial stand shall require review for compliance with Bridgeport City Code as amended, which includes at minimum BMC Title 15, Buildings and Construction, BMC Title 5, Business Licenses, Taxes and Regulation, and this title.

(4) Development Standards.

- (a) Shall not conduct business so as to violate any ordinances of the city, including those regulating traffic and rights-of-way, as now in effect or hereafter amended.
- (b) Shall not be located in such a manner as to cause a traffic hazard.
- (c) Shall not obstruct or cause to be obstructed the passage of a sidewalk, street, avenue, alley or any other public place by causing people to congregate at or near the place where services are being sold or offered for sale.
- (d) Are prohibited from occupying required parking spaces and vehicular traffic areas of existing businesses.
- (e) Employees must have access to sanitary facilities during working hours. If such facilities are to be provided by an adjoining use, the written, signed and notarized approval of the landowner is required.
- (f) All outdoor mobile vendors operations related to cooking, sale of goods, displays, and other portions of the operation outside of seating, landscaping, and singular display of goods, menus, and signage attached to the stand shall take place from within the enclosed mobile vending unit.
- (g) Shall provide garbage receptacles for customer use and provide for appropriate waste disposal.
- (h) All outdoor mobile vendors shall be maintained in a neat and orderly condition and manner, free of debris and litter.
- (i) Outdoor mobile vendors, including any outdoor or covered seating shall occupy an area no larger than 400 square feet. The size of an outdoor mobile vendor shall be counted as part of the lot coverage for the specific lot/parcel. If more than one outdoor mobile vendor is permitted per lot/parcel, then the total square footage is reduced to 250 square feet per outdoor mobile vendor.
- (j) At the conclusion of business activities at a given location, the vendor shall clean all areas surrounding his or her commercial stand of all debris, trash and litter generated by the vendor's business activities.
- (k) All advertising shall be placed via wall standards and be placed on the commercial stand. Wall sign regulations shall follow those of the underlying zoning district in relation to the size of the commercial stand; one sandwich board sign no larger than 24"x 36" shall be allowed providing its location is approved by the Public Works Director.
- (l) Outdoor mobile vendors shall submit a site plan providing accurate dimensions and locations of the following:
  - (i) Proposed and existing structures;

- (ii) Proposed and existing land uses;
- (iii) Garbage and trash receptacles;
- (iv) Proposed and existing storage areas;
- (v) Location of adjacent streets, avenues, and alleys;
- (vi) Ingress and egress locations;
- (vii) "Use" area;
- (viii) Proposed and existing landscaping;
- (ix) Proposed and existing off-street parking.

(n) For the purposes of this chapter, the "use" area is defined as an area described in the tenancy agreement between the landowner and tenant (person allowed to possess property belonging to the landowner for rights and privileges detailed in the tenancy agreement) of adequate size to carry on the agreed upon use consistent with city code.

(o) Outdoor mobile vendors shall submit a written and notarized consent form from the property owner authorizing the property to be used for the proposed use and approving the accuracy of the site plan.

(p) All outdoor mobile vendors shall provide off-street parking spaces in compliance with regulations for the zoning district where located, plus sufficient stacking for six vehicles for vendors with a drive-through a component.



MASTER AGREEMENT

AGREEMENT NO.:

CUSTOMER ("you" or "your")

FULL LEGAL NAME: City of Tonasket

ADDRESS: 209 S Whitcomb Ave

CONTACT NAME: Alice Attwood PHONE #: (509) 486-2132 FEDERAL TAX ID #:

EQUIPMENT AND PAYMENT TERMS

SEE ATTACHED SCHEDULE

Table with columns: TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES; NOT FINANCED UNDER THIS AGREEMENT; BEGINNING METER READING (B&W, COLOR); MONTHLY IMAGE ALLOWANCE (B&W, COLOR); EXCESS PER IMAGE CHARGE (PLUS TAX) (B&W, COLOR). Includes a total row at the bottom.

MONTHLY BASE PAYMENT AMOUNT: \$169.00(PLUS TAX) TERM IN MONTHS: 60 METER FREQUENCY: Quarterly
SECURITY DEPOSIT: \$0.00 ADVANCE PAYMENT: (PLUS TAX) to be applied to first Payment due ORIGINATION FEE: \$75.00 (PLUS TAX) METER FEE: \$
EQUIPMENT LOCATION: As Stated Above SEE ATTACHED SCHEDULE

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED, READ, AND ACKNOWLEDGED THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) [Signature] [Print Name & Title] [Date]

OWNER ("we", "us", "our")

Kelley Connect

OWNER SIGNATURE PRINT NAME & TITLE DATE
22710 72nd Ave S Kent, WA 98032-1926

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations, including all and any debts, liabilities, and obligations of every nature or form, now existing or hereafter arising or acquired, under the Agreement or any supplements hereto.

SIGNATURE: [Signature] INDIVIDUAL: DATE
SIGNATURE: [Signature] INDIVIDUAL: DATE

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: [Signature] NAME & TITLE: DATE:

## ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT:** For business purposes only, you agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by you. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. Unless otherwise stated in an addendum hereto, this Agreement will renew month to month unless you send us written notice at least 30 days (before the end of any term) that you want to return the Equipment, and you timely return the Equipment (according to the conditions herein). Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.
- 2. RENT, TAXES AND FEES:** You will pay the Monthly Base Payment Amount (as adjusted) when due, plus any applicable sales, use and property taxes with respect to this Agreement and the Equipment. The Monthly Base Payment amount will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. We own the Equipment (excluding any Software). You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from your acts or omissions inconsistent with this Agreement or our ownership of the Equipment. By the date the first Payment is due, you agree to pay us a origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You cannot pay off this Agreement or return the Equipment prior to the end date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee up to 10% of the Fair Market Value of the Equipment on the date of this Agreement.
- 3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; SOFTWARE/DATA:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at the installation address, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.
- 4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and, if requested, to defend us against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the booked residual of the Equipment (both discounted at 4%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. No loss or damage shall relieve you of your payment obligations under this Agreement. All indemnities will survive the expiration or termination of this Agreement.
- 5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the assignee will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the booked residual of the Equipment (both discounted at 4%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-507 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.
- 7. FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.
- 8. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
- 9. LAW, JURY WAIVER: Agreements, promises and commitments made by Owner, concerning loans and other credit extensions must be in writing, express consideration and be signed by Owner to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.
- 10. MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. Facsimile maintenance is provided during normal business hours and includes inspection, adjustment, parts replacement and cleaning material required for the proper operation. Facsimile drums and toner cartridges must be purchased separately. Color toner and developers, not included in this Agreement, will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned. An image is defined as an imaged one-sided sheet of 8.5" x 11" sheet of paper or smaller. When toner is part of this contract, we agree to provide toner(s) in sufficient quantities as it relates to your usage, and the manufacturers published yields which are based on 6% page coverage of toner to page ratio for black and white and 20% page coverage of toner to page ratio for full color. In the event overall toner use exceeds this, overages of toner expenses may be billed to you.
- 11. EXCESS CHARGES AND COST ADJUSTMENTS:** You are entitled to make the total number of images shown under Image Allowance Per Machine (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Monthly Base Payment Amount. You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. You agree that we may install an automatic meter reading agent on the Equipment. We may charge you a Meter Fee to cover our administrative costs of obtaining a meter reading if such agent is not installed. At the end of the first year of this Agreement and once each successive twelve-month period, the Monthly Base Payment Amount and the Excess Per Image Charges may be increased by a maximum of 15% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your usage and excess charges.
- 12. UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR COPY VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.**
- 13. TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. You agree to pay us an additional amount equal to 1/30<sup>th</sup> of the Monthly Base Payment Amount for each day between the date the Equipment is delivered and the Effective Date, which will be added to your first invoice.
- 14. MISCELLANEOUS:** You authorize us, our agent or our assignee to furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, supplier or any manufacturer of the Equipment. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, we may request the following identifying information: name, address, date of birth. We may also ask other questions or request other documents meant to verify your individual or commercial identity.



MASTER AGREEMENT

AGREEMENT NO.:

CUSTOMER ("you" or "your")

FULL LEGAL NAME: City of Tonasket
ADDRESS: 209 S Whitcomb Ave

CONTACT NAME: Alice Attwood PHONE #: (509) 486-2132 FEDERAL TAX ID #:

EQUIPMENT AND PAYMENT TERMS

Table with columns: TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES; NOT FINANCED UNDER THIS AGREEMENT; BEGINNING METER READING (B&W, COLOR); MONTHLY IMAGE ALLOWANCE (B&W, COLOR); EXCESS PER IMAGE CHARGE (PLUS TAX) (B&W, COLOR). Includes a total row at the bottom.

MONTHLY BASE PAYMENT AMOUNT: \$169.00(PLUS TAX) TERM IN MONTHS: 60 METER FREQUENCY: Quarterly
SECURITY DEPOSIT: \$0.00 ADVANCE PAYMENT: (PLUS TAX) to be applied to first Payment due ORIGINATION FEE: \$75.00 (PLUS TAX) METER FEE: \$
EQUIPMENT LOCATION: As Stated Above

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED, READ, AND ACKNOWLEDGED THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) [Signature] [Print Name & Title] [Date]

OWNER ("we", "us", "our")

Kelley Connect

OWNER SIGNATURE PRINT NAME & TITLE DATE
22710 72nd Ave S Kent, WA 98032-1926

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations, including all and any debts, liabilities, and obligations of every nature or form, now existing or hereafter arising or acquired, under the Agreement or any supplements hereto.

SIGNATURE: [X] INDIVIDUAL: DATE
SIGNATURE: [X] INDIVIDUAL: DATE

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: [X] NAME & TITLE: DATE:

## ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT:** For business purposes only, you agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by you. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. Unless otherwise stated in an addendum hereto, this Agreement will renew month to month unless you send us written notice at least 30 days (before the end of any term) that you want to return the Equipment, and you timely return the Equipment (according to the conditions herein). Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.
- 2. RENT, TAXES AND FEES:** You will pay the Monthly Base Payment Amount (as adjusted) when due, plus any applicable sales, use and property taxes with respect to this Agreement and the Equipment. The Monthly Base Payment amount will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. We own the Equipment (excluding any Software). You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from your acts or omissions inconsistent with this Agreement or our ownership of the Equipment. By the date the first Payment is due, you agree to pay us a origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You cannot pay off this Agreement or return the Equipment prior to the end date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee up to 10% of the Fair Market Value of the Equipment on the date of this Agreement.
- 3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; SOFTWARE/DATA:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at the installation address, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.
- 4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and, if requested, to defend us against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the booked residual of the Equipment (both discounted at 4%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. No loss or damage shall relieve you of your payment obligations under this Agreement. All indemnities will survive the expiration or termination of this Agreement.
- 5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the assignee will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the booked residual of the Equipment (both discounted at 4%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-507 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.
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- 8. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
- 9. LAW, JURY WAIVER: Agreements, promises and commitments made by Owner, concerning loans and other credit extensions must be in writing, express consideration and be signed by Owner to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.
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- 14. MISCELLANEOUS:** You authorize us, our agent or our assignee to furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, supplier or any manufacturer of the Equipment. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, we may request the following identifying information: name, address, date of birth. We may also ask other questions or request other documents meant to verify your individual or commercial identity.

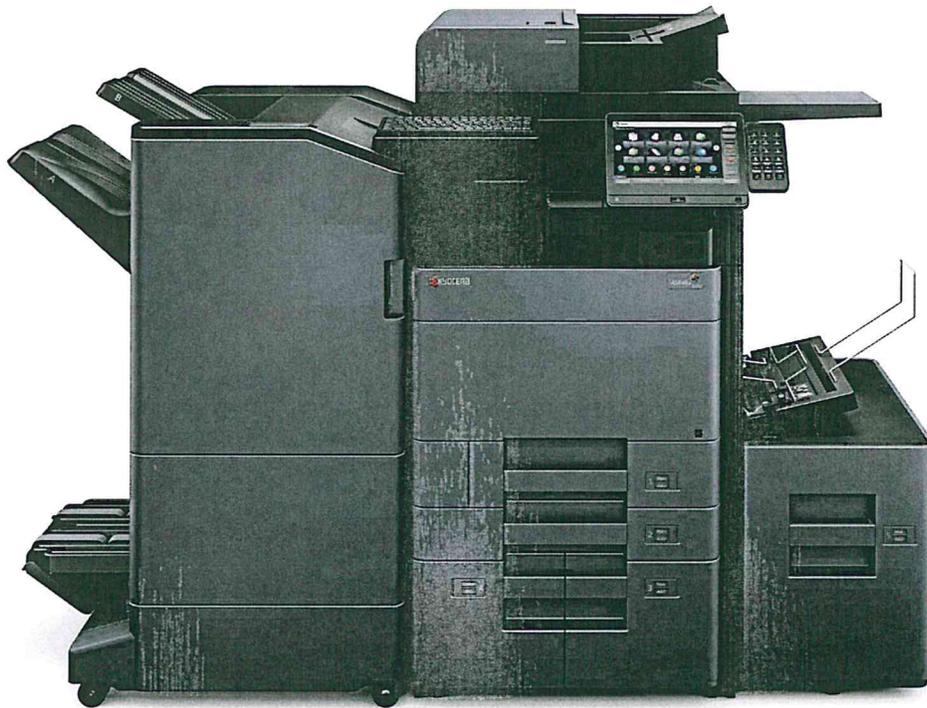


› PRINT › COPY › SCAN › FAX

**TASKalfa 4053ci**

COLOR MULTIFUNCTIONAL  
SYSTEM

# POWER, VERSATILITY AND SEAMLESS INTEGRATION.



Setting new standards for maximizing workflow, efficiency, productivity and security, the TASKalfa 4053ci Color Multifunctional System brings power and versatility to today's demanding office environments. High impact color, crisp elegant black text and detailed graphics merge with an exceptional array of scanning, input and professional finishing options that will drive your business forward. Comprehensive and unmatched in reliability, the TASKalfa 4053ci is engineered to deliver results.

- › Vivid Color and Black and White Imaging up to 40 Pages per Minute
- › Exceptional Print Quality at up to 1200 dpi
- › Scalable Paper Capacity for Longer Job Runs
- › Flexible Media Support and Paper Sizes up to 12" x 48"
- › Customizable 10.1" Color Touch Screen with Intuitive, Tablet-Like Usability
- › Diverse Portfolio of Business Applications for Enhanced Capabilities, such as Scan Distribution to Back-end Applications and Document Management Systems and Print Management to Control Devices, User Policies, and Output Costs
- › Professional Finishing Options for a Polished Output, Including a 4,000-Sheet External Finisher and Optional Booklet Folder
- › Optional EFI® Fiery Controller for Complex Color Workflows
- › Standard USB Host Interface for On-the-Go Printing and Scanning
- › Efficient Color Scanning up to 220 ipm
- › Convenient Wireless Printing and Scanning
- › Apple AirPrint®, Google Cloud Print™, Mopria® and KYOCERA Mobile Print Support

# TASKalfa 4053ci

## BASIC SPECIFICATIONS

Configuration: Color Multifunctional System – Print/Scan/Copy/Optional Fax

### Pages Per Minute:

Color and Black – Letter: 40 ppm, Legal: 24 ppm, Ledger: 20 ppm, 12" x 18": 20 ppm (print only)

Warm Up Time: 17 Seconds or Less (Power On)

### First Page Out:

Copy: 4.5 Seconds or Less Black, 5.9 Seconds or Less Color  
Print: 5.1 Seconds or Less Black, 6.5 Seconds or Less Color

Display: 10.1" Color Touch Screen Control Panel

Resolution: Up to 1200 x 1200 dpi

Memory / Hard Disk Drive: 4GB RAM / 8GB SSD / 320GB HDD Standard

Duplex: Standard Stackless Duplex Supports Statement (5.5" x 8.5") to Ledger (12" x 18"), 17 lb Bond – 142 lb Index (64 – 256gsm)

Standard Output Tray: Statement – 12" x 18" / 500 sheets; up to 12" x 48" Banner (Single Sheet)

Electrical Requirements: 120V, 60Hz, 12A; 220-240V, 50Hz, 7.2A

Typical Electricity Consumption (TEC): 120V: 2.04 kWh/week; 220V: 2.03 kWh/week

Dimensions: 23.7" W x 26.2" D x 31.1" H

Weight: 209.4 lbs

Maximum Monthly Duty Cycle: 200,000 Pages per Month

## PAPER SUPPLY

Standard Paper Sources: Dual 500 Sheet Trays, 150 Sheet MPT, Auto Selection / Switching

Optional Paper Sources: Dual 500 Sheet Trays (PF-7100), Dual 1,500-sheet Trays (PF-7110); Side LCT: 3,000 Sheet Capacity Tray (PF-7120)<sup>1</sup>

Paper Capacity: Standard: 1,150 Sheets; Maximum: 7,150 Sheets  
Paper Size:

Tray 1 – 5.5" x 8.5" – 8.5" x 14" (Statement to Legal); Tray 2 – 5.5" x 8.5" – 12" x 18", Custom Size; PF-7100: 5.5" x 8.5" – 12" x 18"; PF-7110, PF-7120: 8.5" x 11"; MPT: 5.5" x 8.5" – 12" x 18" (Multiple Sheets); Up to 12" x 48" Banner (Single Sheet)

Paper Weight: Trays/MPT: 14 lb Bond – 166 lb Index (52 – 300gsm)

Input Materials: Standard/Optional Trays: Plain, Bond, Recycled, Preprinted, Vellum, Color, Pre-Punched, Thick, Thin, High Quality, Letterhead, Envelope, Custom; MPT: Plain, Bond, Recycled, Preprinted, Vellum, Color, Pre-Punched, Thick, Thin, High Quality, Transparency (OHP film), Coated, Index Tab, Label, Letterhead, Envelope, Custom

## SECURITY SPECIFICATIONS

Local Authentication, Network Authentication, Encryption Communication (IPsec, HTTPS, LDAP over SSL, SMTP/POP over SSL, FTP over SSL, SNMPv3), TPM (Trusted Platform Module), Secure Boot (Firmware Authenticity Verification), Run Time Integrity Check, Data Security Kit (E) (HDD Overwrite Mode and HDD Data Encryption), Common Criteria (ISO15408 EAL2), IEEE 2600.2

## PRINT SPECIFICATION

Standard Controller: Freescale QorIQ T1024 (Dual Core) / 1.2GHz

PDLS / Emulations: PRESCRIBE, PCL6 (PCL-XL / PCL-5c), KPDL3 (PS3), XPS, OPEN XPS; Optional (UG-34): IBM ProPrinter, Line Printer, LQ-850

Print Resolution: Up to 1200 x 1200 dpi

Fonts: 136 KPDL3, 93 PCL6, 8 Windows Vista, 1 Bitmap

OS Compatibility: Windows: 7/8.1/10/Server 2008/Server 2008 R2/Server 2012/Server 2012 R2/Server 2016; Novell NetWare 3.x/4.x/5.x/6.x; Mac OS X v10.9 or later; Sun OS 4.1.x; Solaris 2.x; AIX; HP-UX (LPR)

Mobile Printing: Apple AirPrint®, Google Cloud Print™, Mopria®, KYOCERA Mobile Print

Interfaces: Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0, 4 USB Host Interfaces, 2 Expansion Slots, IEEE 802.11b/g/n Wireless LAN (communication distance 98.5 feet)  
Optional: 10/100/1000BaseTX (IB-50 for Dual NIC);  
Optional: IEEE 802.11b/g/n (IB-51 for Wireless LAN Interface) (communication distance 328.1 feet)

Network Print and Supported Protocols: TCP/IP, NetBEUI, IPv4, IPv6, IPsec, HTTP, LPD, FTP, IPP, RawPort, LTTD, SNTD, DHCP, SMTP, POP3, DNS, SNMPv1/v2, WSD Scan/Print

Drivers: KX Driver, PCL Mini Driver, KPDL Mini Driver, KX Driver for XPS, Network Fax Driver, TWAIN Driver, WIA Driver, PPD for MAC, PPD for Linux

Utilities: KYOCERA Net Admin, KYOCERA Net Viewer, KYOCERA Net Device Manager, PDF Direct Print, Command Center RX

## SCAN SPECIFICATIONS

Scan Type: Color and Black & White Scanner

Scan Resolution: 600 dpi, 400 dpi, 300 dpi, 200 dpi, 100 dpi, 200 x 400 dpi

File Formats: TIFF, JPEG, XPS, OpenXPS, PDF (MMR/JPG Compression / High Compression PDF)

PDF Extension: Searchable PDF (OCR) Option; MS Office File (Option)

Scan Speeds (b&w/color, @300 dpi):

DP-7100: Simplex: 80 ipm B&W / 80 ipm Color;

Duplex: 48 ipm B&W / 48 ipm Color

DP-7110: Simplex: 100 ipm BW / 100 ipm Color;

Duplex: 180 ipm B&W / 180 ipm Color

DP-7130 (with Multi-Feed Detection): Simplex: 120 ipm

B&W / 120 ipm Color; Duplex: 220 ipm B&W / 220 ipm Color

Connectivity / Supported Protocols: 10/100/1000BaseTX, TCP/IP, Hi-Speed USB 2.0

Scanning Functions: Scan to Folder (SMB), Scan to Email, Scan to FTP, Scan to FTP over SSL, Scan to USB, WSD Scan, TWAIN Scan, Specified Color Removal, Border Erase, Preview

Original Size: Through DP: Statement to Ledger (5.5" x 8.5" – 11" x 17"); Glass: Up to 11" x 17"

Drivers: TWAIN/WIA Driver

## COPY SPECIFICATIONS

Copy Resolution: 600 x 600 dpi

Image Mode: Text, Photo, Text/Photo, Graphic/Map

Continuous Copy: 1 – 9999 / Auto Reset to 1

Additional Features: Auto Magnification, Auto Paper Select, Auto Start, Auto Drawer Change, Interrupt Copy, Positive / Negative Reverse, Mirror Image, Rotate Copy, Border Erase, Split Copy, Electronic Sort, Margin Shift, Page Number, Form Overlay, XY Zoom, Prevent Bleed Through, Text Stamp, Bates Stamp, Blank Page Skip, Specified Color Removal, Preview, ID Card Copy  
Job Management: 1,000 Department Codes, Job Programs, Job Build, Shortcut Keys, Repeat Copy

Color Adjustment: One Touch, Hue, Auto Exposure, Sharpness Magnification / Zoom: Full Size, 4 Reduction, 4 Enlargement  
Preset Ratios, 25 – 400% in 1% Step Increments

Document Box: Custom Box, Job Box, Removable Memory Box, Fax Box (with optional Fax System)

## OPTIONAL DOCUMENT PROCESSORS<sup>2</sup>

Type / Capacity:

DP-7100: Reversing Automatic Document Processor / 140 Sheets

DP-7110: Dual Scan Document Processor / 270 Sheets

DP-7130: Dual Scan Document Processor / 270 Sheets

Acceptable Originals: 5.5" x 8.5" – 11" x 17"

Acceptable Weights:

DP-7100: Simplex: 13 lb Bond – 90 lb Index (45 – 160gsm);

Duplex: 16 lb – 32 lb Bond (50 – 120gsm)

DP-7110 & DP-7130: Simplex: 13 lb Bond – 120 lb Index

(35 – 220gsm); Duplex: 16 lb – 120 lb Index (50 – 220gsm)

## OPTIONAL FAX SPECIFICATIONS

Fax Type: Fax System 12

Compatibility / Data Compression: G3 Fax / MMR, MR, MH, JBIG

Transmission Speed / Modem Speed: Less than 3 seconds / 33.6 Kbps

Fax Memory: Standard 170 MB

Driver: Network Fax Driver

Fax Functions: Network Fax, Duplex Transmission and Reception, Encrypted Transmission and Reception, Polling Transmission and Reception, Broadcast, Fax Server Integration, Fax Dedicated Paper Feeder

## OUTPUT & FINISHING OPTIONS<sup>3</sup>

OPTIONAL 500 SHEET INTERNAL FINISHER DF-7100

Stack / Staple Capacity: 500 Sheets / 50 Sheets

(up to 24 lb Bond [90gsm])

Paper Size: 5.5" x 8.5" – 12" x 18"

Paper Weight: 14 lb Bond – 166 lb Index (52 – 300gsm)

Edge Staple Position: 3 Positions: Front 1 Staple, Edge 1 Staple, Face 2 Staples

Optional Punch: PH-7100 2 and 3 Hole Punch Unit, Supports

5.5" x 8.5" – 12" x 18"; 14 lb Bond – 166 lb Index (52 – 300gsm)

Dimensions: 19.4" W x 21" D x 6.9" H

OPTIONAL 1,000 SHEET FINISHER DF-7120<sup>4</sup>

Stack / Staple Capacity: Main Tray: 1,000 Sheets / 50 Sheets

(up to 24 lb Bond [90gsm])

Paper Size: 5.5" x 8.5" – 12" x 18"

Paper Weight: 14 lb Bond – 166 lb Index (52 – 300gsm)

Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center Bind

Optional Punch: PH-7A 2 and 3 Hole Punch Unit, Supports

5.5" x 8.5" – 12" x 18"; 14 lb Bond – 166 lb Index (52 – 300gsm)

Dimensions: 21.6" W x 24.4" D x 41.3" H

OPTIONAL 4,000 SHEET FINISHER DF-7110 AND DF-7130<sup>5</sup>

Stack / Staple Capacity: Main Tray (A): 4,000 Sheets;

DF-7110 Sub Tray (B): 200 Sheets / 65 Sheets

(up to 24 lb Bond [90gsm])

DF-7130 Sub Tray (B): 200 Sheets / 100 Sheets

(up to 21 lb Bond [80gsm])

Paper Size: 5.5" x 8.5" – 12" x 18"

Paper Weight: 14 lb Bond – 166 lb Index (52 – 300gsm)

Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center Bind

Optional Punch: PH-7A 2 and 3 Hole Punch Unit, Supports

5.5" x 8.5" – 12" x 18"; 14 lb Bond – 166 lb Index (52 – 300gsm)

Dimensions: DF-7110: 23.9" W x 26.3" D x 41.8" H;

DF-7130: 29.5" W x 26.2" D x 43.7" H

Optional Booklet Folder / Tri-fold Unit

DF-7110<sup>6</sup>: BF-730 Booklet Folder supports 8.5" x 11", 8.5" x 14",

11" x 17"; Fold Booklet Staple: 16 lb – 24 lb Bond (60 – 90gsm)

20 sheets; 25 lb – 28 lb Bond (91 – 105gsm) 13 sheets; Higher

than 28 lb Bond (Higher than 105gsm) 1 sheet; Fold booklet no

staple: 16 lb – 24 lb Bond (60 – 90gsm) 5 sheets; 25 lb

Bond – 72 lb Index (91 – 120gsm) 3 sheets; 32 lb Bond – 110 lb

Cover (121 – 256gsm) 1 sheet; Trifold supports 8.5" x 11" only:

16 lb – 24 lb Bond (60 – 90gsm) 5 sheets; 25 lb Bond – 72 lb Index

(91 – 120gsm) 3 sheets; 16 lb – 28 lb Bond (60 – 105gsm) 1 sheet

DF-7130<sup>6</sup>: BF-9100 Booklet Folder supports 8.5" x 11", 8.5" x 14",

11" x 17"; Fold Booklet Staple: 16 lb – 24 lb Bond (60 – 90gsm)

20 sheets; 25 lb – 28 lb Bond (91 – 105gsm) 13 sheets; Higher

than 28 lb Bond (Higher than 105gsm) 1 sheet; Fold Booklet

No Staple: 16 lb – 24 lb Bond (60 – 90gsm) 5 sheets; 25 lb – 28 lb

Bond (91 – 105gsm) 3 sheets; 29 lb Bond to 110 lb Cover

(106 – 256gsm) 1 sheet; Tri-fold supports 8.5" x 11" only:

16 lb – 24 lb Bond (60 – 90gsm) 5 sheets; 25 lb – 28 lb Bond

(91 – 105gsm) 3 sheets

Optional Multi-Bin Mailbox (DF-7110)<sup>6</sup>: MT-730(B) includes

7 Trays; Supports 16 lb Bond – 90 lb Index (60 – 163gsm); Stack

Capacity per bin: 100 Sheets: 5.5" x 8.5", 8.5" x 11"; 50 Sheets:

8.5" x 14", 11" x 17"

## ADDITIONAL OPTIONS

Bridge Unit Attachment Kit (AK-7110), Banner Guide 10, Internet

Fax Kit (A), IC Card Authentication Kit (B), Gigabit NIC (IB-50),

Wireless LAN IEEE802.11b/g/n (IB-51), ThinPrint (UG-33),

Emulation (UG-34), Document Tray (DT-730(B)), Scan Extension

Kit (A) for Searchable PDF/OCR, Keyboard Holder 10, EFI Fiery

Printing System 15, Numeric Keypad (NK-7130), Job Separator

(JS-7100)

<sup>1</sup> Requires PF-7100 or PF-7110

<sup>2</sup> Only 1 Document Processor can be installed

<sup>3</sup> Only 1 Output Option can be installed

<sup>4</sup> Requires Bridge Unit Attachment Kit (AK-7110)

<sup>5</sup> Requires DF-7110

<sup>6</sup> Requires DF-7130

Specifications and design are subject to change without notice.  
For the latest on connectivity visit [www.kyoceradocumentsolutions.com/us](http://www.kyoceradocumentsolutions.com/us)  
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KYOCERA Document Solutions America, Inc.  
Headquarters: 225 Sand Road, Fairfield, NJ 07004-0008, USA  
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v021419





Tonasket City Hall  
 209 S Whitcomb Ave  
 Tonasket, WA 98855-8818

8/25/2020 3:45:56 PM

Dear, Alice

Please see below the proposed equipment and financials we discussed.

## Equipment Proposed

QTY	MODEL	ACC. TYPE	DESCRIPTION
1	TASKalfa 4053ci		40/40 PPM A3 Color MFP
1	TASKalfa 4053ci	Accessory	1,000 Sheet Finisher <1>
1	TASKalfa 4053ci	Accessory	270 Sheet DSDP
1	TASKalfa 4053ci	Accessory	Dual 1,500 Sheet Paper Trays - Letter
1	TASKalfa 4053ci	Supply	TK-8527C Cyan Toner for Taskalfa 4053ci/3553ci
1	TASKalfa 4053ci	Supply	TK-8527K Black Toner for Taskalfa 4052ci/3552ci
1	TASKalfa 4053ci	Supply	TK-8527M Magenta Toner for Taskalfa 4053ci/3553ci
1	TASKalfa 4053ci	Supply	TK-8527Y Yellow Toner for Taskalfa 4053ci/3553ci
1	TASKalfa 4053ci	Accessory	Attachment Kit for DF-7120 / DF-7110 / DF-7130

PAYMENT	TERM
\$169.00	60

## Maintenance and Supplies

The maintenance agreement for this proposal includes:

- Cost per copy rate of \$0.0135 per black image.
- Cost per copy rate of \$0.0625 per color image.
- Parts, labor, image drums, and consumable supplies (excluding paper and staples).

Thank you for this opportunity. If you have any questions, please contact me at (509) 826-5804 or rick.kaufmann@kelleyconnect.com.

Sincerely,

Rick Kaufmann  
 Omak Branch Manager

**tonasket@nvinet.com**

---

**From:** Josh Thomson <jthomson@co.okanogan.wa.us>  
**Sent:** Friday, September 4, 2020 8:38 AM  
**To:** tonasket@nvinet.com  
**Cc:** Coral Krueger  
**Subject:** Tonasket bridge inspection due next month  
**Attachments:** Tonasket 2020 bridge inspections.pdf

Alice,

A bridge inspection needs to occur next month on the Bonaparte Avenue bridge. I typically perform these inspections for cities in Okanogan County and enter the report into BridgeWorks, the statewide database. As an alternative, you can contract with WSDOT or a consultant who has the certification for these inspections, but can be more expensive. I estimate that my costs would be no more than \$350. The inspection is required every two years. Please let me know if you would like me to proceed with this inspection this month, or if you have any questions. If you would like me to proceed, please return the attached form signed.

Thanks,

**Josh Thomson, PE**  
Director / County Engineer  
Okanogan County Dept. of Public Works  
1234-A 2nd Avenue South  
Okanogan, Washington 98840  
509-422-7317  
e-mail: [jthomson@co.okanogan.wa.us](mailto:jthomson@co.okanogan.wa.us)

**REQUEST TO COUNTY ROAD DEPARTMENT FOR REIMBURSEMENT OF WORK**

To the County Engineer:

Pursuant to terms of an agreement between Okanogan County and the City of Tonasket adopted and approved on February 14, 2017 the undersigned hereby requests the county to perform the work listed below at a time and in a manner convenient to the county. The undersigned further requests that the work be completed no later than November 30, 2020 and hereby guarantees reimbursement to the county for all work done up to a maximum of \$350.00.

All terms of said agreement shall apply with the following exceptions: (none)

Work requested: Inspect condition of Tonasket's bridge located on Bonaparte Avenue, and input inspection results into BridgeWorks to comply with National Bridge Inventory requirements. A copy of the inspection report will be provided to Tonasket.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

(Agency Representative) TITLE \_\_\_\_\_

\*\*\*\*\*

Action of Okanogan County Public Works: \_\_\_\_\_ DATE \_\_\_\_\_

- The requested work is hereby approved.
- The requested work is not approved or modified as follows:

SIGNATURE \_\_\_\_\_ (County Engineer)

## **RESOLUTION NO. 2020-18**

### **A resolution declaring certain property to be surplus to the City.**

**WHEREAS**, the City of Tonasket, a municipal corporation of the State of Washington, is the owner of certain property as described in Exhibit "A" attached hereto and incorporated herein as set forth; and

**WHEREAS**, the City of Tonasket is desirous of disposing of said property described in Exhibit "A": attached pursuant to statutory authority of the State of Washington; and

**WHEREAS**, the said property is in excess and surplus to the present or foreseeable needs of the City of Tonasket, or is in such condition as to have no value,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TONASKET, WASHINGTON**, that the property described in Exhibit "A", attached hereto and incorporated herein, as fully set forth is not necessary to the needs of the City of Tonasket and is surplus and excess to the foreseeable needs of said City, or is in such condition as to have not value, may be disposed of pursuant to statutory authority. The City may dispose of the surplus property in a method determined to be in the best interest of the City.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_,  
2020.

**APPROVED:**

\_\_\_\_\_  
**Marylou Kriner, Mayor**

**ATTEST:**

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

**EXHIBIT A**

**1 - John Deere Grader**

**Ordinance No. 815**

**AN ORDINANCE** of the City of Tonasket, Washington, amending the 2020 Budget Ordinance #809 and amendments Ordinances #811, #812 and #813.

**WHEREAS**, the City Council of the City of Tonasket adopted the 2020 Budget, Ordinance #809 and amendments #811, #812 and #813,

**WHEREAS**, it was not known at the time of the adoption of the budget the amount of the Aviation Grant that would be awarded to the City for the Airport Project;

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

Section 1. Current Expense Budget Revenues and Expenditures to be increased by \$493,935.00 Airport Aid Grant, \$5,000 from the Tonasket Airport Improvement Club, and \$11,000.00 from the Capital Improvement Fund for a total of \$509,935.00.

Section 2. \$11,000.00 from the Capital Improvement Fund will be transferred to the Current Expense Fund for the Airport Project.

2020 Budget	\$3,942,078.70
Budget Amendment Ordinance #815	509,935.00
Total Amended 2020 Budget	\$4,452,013.70

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:**

\_\_\_\_\_  
**Marylou Kriner, Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Michael Howe, City Attorney**