

Tonasket City Council  
Tuesday, March 12, 2024  
6:00 pm

**VIRTUAL ZOOM MEETING ID 832 1179 5169**  
**Phone Number 1-253-205-0468**

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Public Comment (agenda items) **(3 minutes per person)**
- 5) Approval of the Agenda **Action Item**
- 6) Public Comment **(3 minutes per person)**
- 7) Unfinished Business
- 8) Department Head Reports
  - Kurt Danison
  - Darren Johnson
  - Randy Taylor
  - Paul Budrow
  - Alice Attwood
- 9) Mayor/Council/Committee Reports
- 10) New Business
  - a) Arbor Day Proclamation
  - b) Amend Fee Resolution---Season Pass for Seniors Resolution 2024-03 **Action Item**
  - c) Set Seasonal Employee Wage Rate **Action Item**
  - d) Set wage for Swim Pool Manager **Action Item**
  - e) Resolution 2024-02 Spring Clean Up **Action Item**
  - f) Amend Tonasket Municipal Code Chapter 8.12 Piling of Bins **Action Item**
  - g) Cemetery sign quotes **Action Item**
  - h) Approve Landowner Agreement with Methow Salmon Recovery Foundation/Methow Beaver Project **Action Item**
  - i) Renew Contract with Gardinier Tech **Action Item**
- 11) Miscellaneous and Correspondence
- 12) Consent Agenda: Minutes of the previous meeting, the February Payroll and the March Bills **Action Item**
- 13) Adjournment

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

DRAFT

Minutes of the Regular Meeting of the Tonasket City Council, February 27<sup>th</sup>, 2024

**Present:** Mayor Pro Tem Weddle, Councilmembers Cerrillo, McMillan, Levine and Hill.

**Staff:** Attwood and Seydlitz.

The meeting was called to order at 6:00 pm and the pledge of allegiance was given by all.

Roll Call was taken.

**Public Comment (agenda)-** None

**Motion to approve the agenda.** M/McMillan, S/Levine. Carried 5:0.

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

**Public Comment (other)-**Travis Hilkey had two comments. One regarding the airport lease and airport club. He has received no response from a presentation in December 2022, there is no accountability and asked for progress. Second, he noted that he filed a complaint to the Mayor and all Council members three weeks prior and has received no response from anyone. Stated the Mayor and Council do not care what people think.

**Tree Board Report-** Rob Thompson reported on the members of the Tree Board, what they have been doing and what the goals are for this year.

**Roger Castelda-** Dedication will be May 11th at the memorial for George Frank. Attwood will check on sign permits.

**Motion to allow the Armed Forces Legacy Group to place a sign on the walking bridge over Bonaparte Creek in memory of and to honor George Frank.** M/McMillan, S/Hill. Discussion. Carried 5:0.

**Unfinished Business:**

**Motion to approve the Parade Policy as presented.** M/Levine, S/Weddle. Discussion. Carried 5:0.

**Project Board-** Mayor Pro Tem Weddle said this will be addressed during Council and Committee reports.

Discussion regarding the Site Hosting Agreement with EV Charging Solutions. Decision to table until the next meeting, after Attorney Howe has time to review and after the Council has more information on the company.

**Motion to approve the Contract with Okanogan County for Planning Only funds in the amount of \$138,000.00 for Chief Tonasket Park South Access contingent on Attorney Howe's review.** M/Levine, S/Weddle. Carried 4:1. McMillan voted no.

**Motion to approve the Contract with Okanogan County for funds in the amount of \$115,000.00 for Perfect Passage Phase 1 contingent on Attorney Howe's review.** M/Weddle, S/Cerrillo. Discussion. Carried 4:0. Levine abstained.

**Motion to approve and authorize the mayor to sign the 4<sup>th</sup> Street TIB Project Contract Completion Updated Cost Estimate.** M/McMillan, S/Weddle. Carried 5:0.

**Mayor/Council/Committee Reports:**

**McMillan-** None

**Hill-**

- Airport Interlocal move to Mayor on Project Board.

**Cerrillo-** None

DRAFT

**Levine-**

- Went to Olympia, it was rough to get the budget passed, they cut projects and reduced money. Talked about Fentanyl, looking for more awareness in Tonasket and what Council can do here.

**Weddle-**

- The Finance and Personnel Committee met with Mayor and Attwood.
- Street Parking Code next time.

**New Business:**

**Motion to approve the new updated Clerk-Treasurer job description as presented.**  
M/McMillan, S/Weddle. Discussion. Carried 5:0.

**Motion to add the “administers” to line beginning “Keeps up to date on the Public Records Act...” on page 2, in the Clerk-Treasurer job description.** M/Levine, S/McMillan.  
Discussion. Carried 5:0.

**Motion to make the Clerk-Treasurer position a salaried position beginning March 1, 2024.**  
M/McMillan, S/Hill. Discussion. Carried 4:1. Levine voted no.

**Miscellaneous and Correspondence**

- Information provided regarding Community Wildfire Plan.
- Cemetery update – quotes for new sign coming in. Possible QR code to locate graves on the new sign.

There being no further business the meeting was declared adjourned at 7:35 pm.

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Gay Seydlitz, Utility Clerk

City Council Memo  
Tuesday, March 12, 2024  
6:00 pm

**VIRTUAL ZOOM MEETING ID 832 1179 5169**  
**Phone Number 1-253-205-0468**

**TO:** Mayor and City Council

**FROM:** City Clerk-Treasurer

It's that time of year again! Arbor Day will be April 26, 2024. The Mayor's Proclamation is prepared and ready to be presented.

After reviewing the fee resolution it was determined that there wasn't a seasons pass amount for senior citizens at the pool. I did not include the entire resolution, just the page that includes pool fees. **Suggested Motion: I move to approve Resolution 2024-03 amending Resolution 2023-11 fee schedule Swim Pool Rates, to add a single season pass amount for senior citizens 65 and over.**

During the budget process the Seasonal employee wage was not updated. I have spoken to the finance committee and have decided to do a range depending on experience. The range would be \$18.00 per hour to \$20.00 per hour. This does not affect the budget line item, only the wages page in the budget. **Suggested Motion: I move to amend the 2024 wages page in the budget to include a wage range of \$18.00 per hour to \$20.00 per hour for the public works seasonal position.**

The pool manager wage also needs to be updated. After discussion the new wage for the pool manager will be \$19.50 per hour. **Suggested Motion: I move to amend the 2024 wages page in the budget to include \$19.50 per hour for the swim pool manager.**

Spring clean up time is here again! **Suggested Motion: I move to approve Resolution 2024-02, setting the days for the spring cleanup.**

Building Official Randy Taylor has been working on Tonasket Municipal Code, Chapter 8.12 Piling of Bins. He has submitted his suggested changes for your review. **Suggested Motion: I move to approve the suggested changes to TMC 8.12 from Building Official Taylor and send to Attorney Howe to amend the Ordinance.**

Two quotes have been received for the new Cemetery signs. One quote from Chuck Gallup \$1187.00 plus tax. The other quote is from Designer Signs is \$1006.88 including tax. Details can be discussed at Council. **Suggested Motion: I move to approve the quote from \_\_\_\_\_ in the amount of \_\_\_\_\_ for the Tonasket Gerhard Memorial Cemetery Sign.**



There are problems on Bonaparte Creek with beavers and a few trees have fallen and there could be more potential damage. Alexa Whipple, Project Director, Methow Beaver Project, stopped by and spoke with Darren and myself about what the program can do to assist with the beaver problem. Alexa suggests a 5 year agreement that lets them access our property to help alleviate the potential problems, no charge to the city. **Suggested Motion: I move to approve and authorize the Mayor to sign the Landowner Agreement with Methow Salmon Recovery Foundation/ Methow Beaver Project (MBP) contingent on Attorney Howe's review.**

It is time to renew Gardinier Tech Annual Contract. Greg will be in attendance to answer any questions you might have. **Suggested Motion: I move to approve the renewal of the Gardinier Tech contract in the amount of \$20,100.00 per year.**

**The Project Board is in the packet for informational purposes only.**



# Arbor Day Proclamation

*Whereas,* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

*Whereas,* the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

*Whereas,* Arbor Day is now observed throughout the nation and the world, and

*Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

*Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

*Whereas,* trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

*Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, I René Maldonado Mayor of the City of  
Tonasket, do hereby proclaim  
April 26, 2024 as

## Arbor Day

in the City of Tonasket, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

*Further,* I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

*Dated* this 26th day of April in the year 2024

Mayor \_\_\_\_\_

RESOLUTION NO. 2024-03

A RESOLUTION of the City Council of the  
City of Tonasket amending Resolution 2023-11  
setting the fee schedule for 2024.

WHEREAS, it is in the best interest of the City of Tonasket to establish a list of charges and fees for services in order to have information readily available to customers. This resolution amends the Swim Pool Rates to include a single season pass amount for senior citizens 65 and over.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TONASKET, WASHINGTON, AS FOLLOWS:

Section 1. The rates and fees for Swim Pool Rates charged by the City of Tonasket are attached as "Exhibit A".

PASSED BY THE CITY COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
René Maldonado, Mayor

ATTEST:

\_\_\_\_\_  
Alice J. Attwood, Clerk/Treasurer



"Exhibit A"  
Rates and Fees for Services

Grave – may contain one full burial & two cremations or three cremations	\$550.00	\$600.00
Open and Close Graves Weekday	\$460.00	\$500.00
Open and Close Graves Saturday	\$560.00	\$600.00
Open and Close Ashes Weekday	\$155.00	\$200.00
Open and Close Ashes Saturday	\$210.00	\$255.00
Liner – Set by Bid		
Perpetual Care for first burial	\$525.00	\$550.00
Perpetual Care for each additional burial (cremation)	250.00	\$250.00
Baby under 2 years old Weekdays full burial (Grave, Perpetual Care, Open & Close) charge is ¼ of a grave, perpetual care and open & close.	\$383.75	\$412.50
Baby under 2 years old Saturday full burial (Grave, Perpetual Care, Open & Close) charge is ¼ of a grave, perpetual care and open & close.	\$408.75	\$437.50
Baby under 2 years old Weekday ashes burial (Grave, Perpetual Care, Open & Close) charge is ¼ of a grave, perpetual care and open & close.	\$307.50	\$337.50
Baby under 2 years old Saturday ashes burial (Grave, Perpetual Care, Open & Close) charge is ¼ of a grave, perpetual care and open & close.	\$321.25	\$351.25
Winter charge (at the discretion of the Public Works Director)	\$100.00	\$100.00
Headstone location fee per hour	\$50.00	\$50.00
Dis-interment Fee---Full casket without liner	\$1200.00	\$2500.00
- Full casket with liner	\$900.00	\$1800.00
- Urn	\$300.00	\$500.00

**SWIM POOL RATES**

16 and Under – per session	\$2.25
16 and Under-10 Swim Pass	\$20.00
17 - 64 per session	\$4.75
17 – 64 10 Swim Pass	\$45.00
65 and over – per session	3.00
65 and over – 10 swim pass	27.50
Lap Swim – per session	2.00
Lap Swim – 10 pass	18.00
Children under 3 yrs. Free with paying adult	
Single Season Pass 16 and under	\$60.00
Single Season Pass 17 - 64	\$100.00
Single Season Pass 65 and over-per session	\$65.00
Family Season Pass First Four People Additional Family Members \$25.00 each	\$150.00
Swim Team Usage Fee – per season	\$125.00
Pool Rental Fees - 2 hours (minimum) (up to 3 Lifeguards)	\$155.00
3 hours (up to 3 Lifeguards)	\$210.00
4 hours (up to 3 Lifeguards)	\$255.00
\$17.50 per hour for additional guards over 3	
Swim Lessons – per week	\$45.00

**RESOLUTION NO. 2024- 02**

**WHEREAS**, the City of Tonasket is desirous of participating in a clean-up campaign utilizing City equipment and employees, and

**WHEREAS**, the City of Tonasket finds that it will not be necessary to employ additional people or equipment for this project, and

**WHEREAS**, the City Council finds that this project is in the best interest of the City,

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**Section 1.** The City crew shall be authorized and directed to conduct a comprehensive City clean-up program commencing April 8th through April 12th, 2024.

**Section 2.** During said campaign the City of Tonasket shall pick up burnable yard waste excluding tree stumps and oversized pruning's for residences and businesses as time permits. Prunings must be under 4 foot long and piled for easy removal. Leaves and grass clippings should be bagged in paper bags.

**Section 3.** No additional employees or rental of additional equipment shall be authorized for said clean-up campaign and said clean-up campaign shall be conducted using regularly employed City personnel and City equipment.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TONASKET, WASHINGTON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

\_\_\_\_\_  
**René Maldonado, Mayor**

**ATTEST:**

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



### Chapter 8.12 PILING OF BINS

Sections:

#### 8.12.010 Regulations.

#### 8.12.010 Regulations.

Within the area in the city between Locust Avenue and the railroad tracks extending from Fourth Street to Winesap Street, the piling of bins must conform to the following regulations:

- ~~A. Not more than 2,000 bins shall be piled in one contiguous pile; provided, however, that if the pile of bins is fenced with a cyclone fence not less than six feet high, then not more than 3,000 bins may be piled in one contiguous pile.~~
- B. The maximum height of any pile of bins shall not exceed 22 feet.
- C. There must be not less than <sup>20</sup>~~50~~ feet of clearance between separate piles of bins and not less than 50 feet separation from any buildings.
- D. The corners of each pile shall be lathed or held together with suitable fastening material to prevent bins from falling, *or stair stepped stacked in an orderly fashion.*
- E. All area within 50 feet of any pile shall be kept free from weeds or any other flammable material.
- F. There *will be no blocking of hydrants.* ~~must be not less than 50 feet between any fire hydrant and a pile or piles of bins.~~ (Ord. 397 § 1, 1987; Ord. 383 § 1, 1985; Ord. 191 § 1, 1970).

## Alice Attwood

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**From:** Charles Gallup <navigator7@mac.com>  
**Sent:** Thursday, February 29, 2024 2:01 PM  
**To:** Alice Attwood  
**Subject:** Cemetery sign quote

Hello Alice!

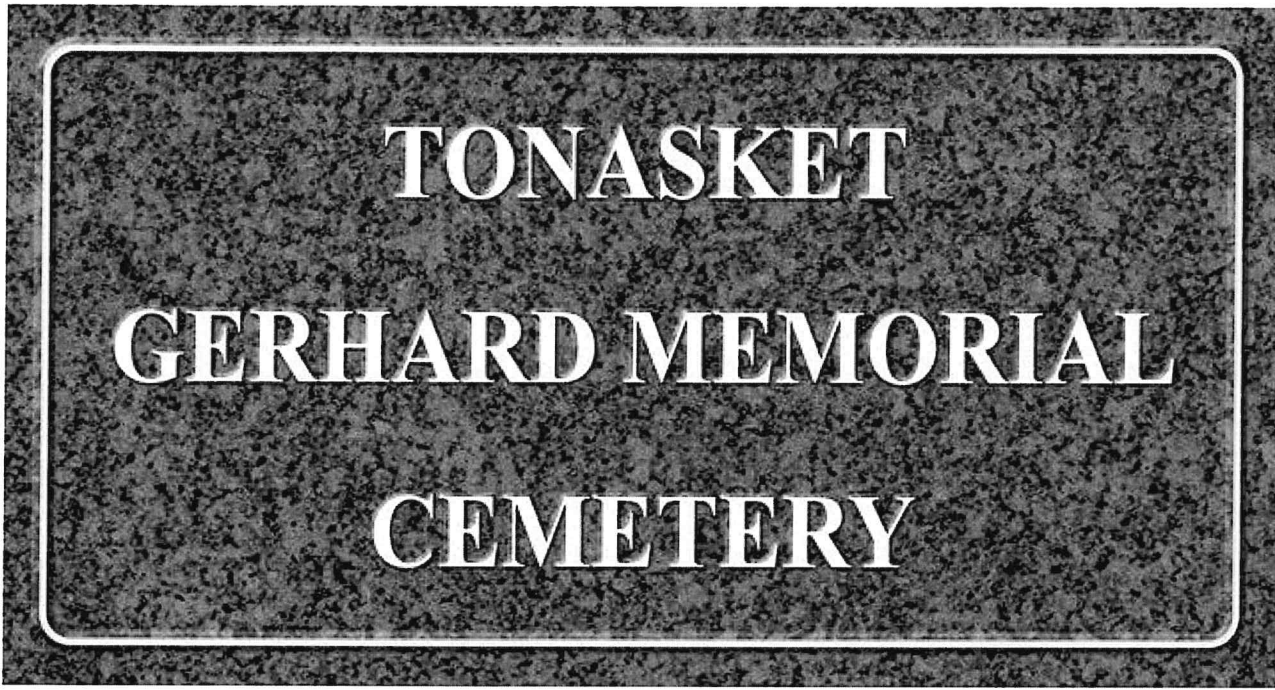
Attached is a scaled picture of one of thousands of print options for a replacement sign for the cemetery. I'm usually good for about three mockups before I would need an additional retainer. In 7 years I've had zero troubles satisfying customer wishes. So let's not taking about that yet. ;-)

You wanted a double sided sign, I know, but during my visit I neglected to ask how the sign would be captured.

Two posts, for example, would be great for one side of the sign but awful for the other side of the sign. My quote only works if the sign is captured or framed around the perimeter.

Hope that makes sense?

Here is a pic of one of many jobs where the double sided sign is captured at the perimeter:



My rate for a single side 4x8 sign using 3mm signboard is \$500.00 picked up at my shop.  
No install.

A double sided sign with the same artwork in 3 mm signboard would be \$875.00.

I don't fancy this idea because a 3mm signboard is delicate, easily damaged by people unfamiliar with the product.

It's great stuff but must be handled by a Mother Hen.

It will get the job done.....but significant damage can be done dropping it on a corner, installing in wind, sliding it in and out of a truck, and so on.

Tonasket's needs are a wee different. We discussed longevity and minimum/zero maintenance.

My first recommendation is to make sure the sign doesn't see irrigation water or spray.

The calcium and or iron will ruin the sign in no time.

Next is sunlight. A shaded spot is great. Also, signs facing East/West last longer than a south facing sign.

The North side of any sign will be in excellent condition after a very long time.

The products I use are the finest I can buy. That said, the life expectancy from the factory is 7 years. The signboard will last much longer and can be reused or covered over.

I'm recommending a 6mm signboard which is considerably tougher and stronger in every way. It also costs more.

Hence my price for a double signed 4x8' sign in 6MM signboard in vinyl is \$1187.00 plus tax.

Chuck Gallup  
PatriotWorks Sign & Graphics  
113 Hwy. 7  
Tonasket, Wa

509 322-5080

# Invoice / Order Form

Job/File Name \_\_\_\_\_

Company Name **City of Tonasket**

Address \_\_\_\_\_ City **Tonasket**

State **WA** ZIP Code **98855**

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Date **2 - 26 - 2024** Quote

Estimated Due Date \_\_\_\_\_ Order

P.O.# \_\_\_\_\_

Payment Method \_\_\_\_\_

Exact Copy

Qty	Size	Item Description	Price	Amount
1	4' x 8'	Double-sided sign on FRP as proofed		\$928 00

Approved by \_\_\_\_\_ Customer

Date \_\_\_\_\_



**DESIGNER SIGNS**  
**52 OAKES DR.**  
**TONASKET, WA 98855**  
**509-826-2622**

Installation	
Travel / Shipping	
Subtotal	\$928 00
Tax <b>8.5%</b>	\$78 88
<b>Total</b>	<b>\$1006 88</b>
Pd#	Deposit
Pd#	Balance



Tonasket

Gerhard Memorial

Cemetery



# Landowner Agreement

## For Beaver trapping, relocation, and on-site coexistence services provided by the Methow Beaver Project

This Agreement, dated and effective beginning the 15th\_ of March, 2024 is made and entered into by and between the Landowner and the Methow Salmon Recovery Foundation/Methow Beaver Project (MBP). The parties intend that all terms of this Agreement shall remain in effect only for the period of time specified in this Agreement: through March 31st of 2029.

**Landowner Name (Landowner):** City of Tonasket

Street Address: 209 S. Whitcomb Ave

City, State, Zip Code: Tonasket, WA 98855

Mailing Address: Same

City, State, Zip Code: \_\_\_\_\_

Phone #: 509-486-2132

Email: clerktreasurer@tonasketwa.gov

### **Methow Beaver Project (MBP), a program of Methow Salmon Recovery Foundation**

Contact: Alexa Whipple (Project Director)

Email: alexa.mbp@methowsalmon.org

Mailing Address: PO Box 755

City, State, Zip Code: Twisp, WA 98856

Office #: 509-289-2770

Cell #: 509-881-1173

## Purpose of Landowner Agreement

The purpose of this Agreement is to identify and confirm the terms, conditions and obligations agreed upon between the MBP and the Landowner/representative, who has agreed to ***on-site beaver coexistence services and/or live-trapping of beaver and subsequent relocation due to irreconcilable conflict with beavers*** on the landowner's property.

The MBP has been requested by the Landowner to provide beaver coexistence services or live-trapping and relocation services on lands owned/maintained by Landowner in the Okanogan River Watershed, Okanogan County, State of Washington, including all city owned properties potentially impacted by native beaver activity. The Landowners acknowledge that the wrapping of trees, installation of water control devices, and/or the trapping of beavers on their property may result in changed conditions on their property, and on adjacent properties, and that they will assume responsibility for any such changes and hold harmless the MBP and any contractors working with them from any responsibility or liability for such changed conditions. Landowners will assume ownership of the materials provided by the MBP for coexistence services (e.g. tree wrapping, plantings, pond leveling, and culvert protecting devices, etc.) and release the MBP from future maintenance after project completion, unless a maintenance contract is explicitly agreed upon between the Landowner and the MBP in writing. Landowners acknowledge that tree wrapping may harm trees if left unattended/unmaintained and hold harmless the MBP from any tree damage occurring post project completion.

### The Methow Beaver Project Agrees to:

1. Be responsible for obtaining and complying with any required permits for the proposed actions, and the conduct and activities of its staff, agents and representatives.
2. Provide the Landowner with a timeline of estimated dates of Project activities, including start and completion dates, and to keep the Landowner informed of progress.
3. Conduct the project-related activities described in the Project Description, as appended to this agreement using current best practices.
4. Inform Landowner of project completion.
5. Hold harmless the landowner from any liability associated from injuries or damages occurring to Contractors implementing the project.
6. Identify the specific maintenance and/or monitoring activities that will be needed to maintain proper function of coexistence materials or services by landowner and identify those activities being provided by the Methow Beaver Project through this contract in an Attachment.

## The Landowner Agrees to:

1. Provide necessary property access to the MBP to plan, implement, and complete the project, and to conduct any monitoring activities described in the Project Description attached to this agreement.
2. Provide the MBP, their Contractors, and representatives the right to enter the land, at reasonable times, and upon reasonable notice. Entry is solely for project implementation, management and monitoring purposes, to inspect completed work, and to evaluate long-term success of the completed project.
3. Not intentionally compromise the integrity of the project;
4. Inform Methow Beaver Project of all known safety hazards on the property;
5. Identify any specific maintenance and/or monitoring activities that will be provided by landowner.
6. Hold harmless the MBP, their Contractors and Representatives from any liability resultant from any injuries or damages occurring as a result of Contractor's efforts to provide coexistence services and/or trap beavers as requested by the landowner.
7. Landowner has no obligation to provide access to parties other than the MBP.

### General Terms

The Landowner shall notify the Grantee of changes in ownership of the property on which the Project is located within thirty (30) days of transfer. In the event of such transfer of ownership, the Landowner shall provide a copy of this Agreement to the succeeding owner prior to such transfer.

This agreement may be terminated by the Methow Beaver Project or the Landowner, if in either party's discretion, they determine that circumstances have rendered the Purpose of this agreement impractical to achieve. In the event of termination by the Landowner, MBP shall be provided with a minimum of 24-hour notice and shall retain access to safely remove any MBP owned equipment and/or materials provided on the property. In the event of termination by MBP, MBP shall be responsible for removing all equipment and materials within a reasonable period, not to exceed 24 hours. Termination relieves both parties of any future responsibility or obligation to perform any further services.

This Agreement does not relieve the Landowner from their responsibility for performing actions of due diligence to protect their property or adjacent properties from unintended impacts of trapping, releasing or coexistence services due to conflict with beavers on their property. The Landowner retains sole responsibility for controlling trespass on their property.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

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Methow Beaver Project, Alexa Whipple Date

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City of Tonasket Representative Date  
Rep. Name:  
Rep. Title:  
Rep. Contact Email:  
Rep. Contact phone #:

## **Attachment: Potential Project Descriptions and Maintenance Responsibilities**

1. Written description of the project-related activities that will occur on Landowner's Property:

MBP Contractors may traverse Landowner's property looking for physical sign of beaver presence (tracks, scat, chews, slides, animals, etc...) to determine best trapping locations.

MBP may attempt to trap and relocate beavers at their discretion. MBP will set and monitor traps in coordination with the Landowner, dates of which the Landowner will be informed of and agreed upon. Traps will be set by MBP contractors in the evening before dusk and checked by MBP Contractors the morning following any evening that traps are set. If trapping for multiple days in a row, traps will remain on site but closed (inactive) during the day and reset in the evening to avoid non-target catch of primarily diurnal (active during the daylight hours) animals.

MBP will evaluate the property for beaver coexistence and community benefits and may recommend coexistence services in the form of tree protection, culvert protectors, or flow devices to address current and future beaver coexistence challenges. Installation of coexistence materials is intended to reduce surface water elevation and impact on identified and targeted infrastructure.

If a culvert protector or flow device is deemed a worthy beaver coexistence strategy at the site, a proposal will be prepared for the action, will need to be evaluated by Landowners, and if the actions are satisfactory and desired, appropriate State permitting will be secured by MBP with Landowners permission.

MBP will provide up to 40 hours of on-site services per year for installation of materials, adaptive management, and maintenance of coexistence devices installed on Landowner's property for at least one year from installation. The Landowner will assume responsibility of monitoring for proper and continued function of devices and fencing with an average lifespan of 10-15 years, may request an extended maintenance agreement, and shall inform MBP of any challenges to be addressed in a timely manner during the term of this agreement.

MBP will provide tree protection materials to assist with beaver coexistence. MBP will provide up to 40 hours of staff time and labor per year over the contract period for installation of materials, and instruction on the assembly and/or maintenance of



coexistence materials installed on Landowners property with the expressed purpose of routine maintenance and monitoring post project completion to be conducted by the Landowner, unless directed otherwise by a maintenance agreement. Installation of coexistence materials is intended to protect primarily mature shade trees from beaver felling within the riparian zone of the landowner's property or protect identified infrastructure from tree felling or beaver activity caused flooding.

2. Describe any maintenance and monitoring responsibilities of both the Landowner and MBP:

### **Trapping**

Landowners arriving on site before MBP contractors will notify MBP of any beaver in traps as soon as possible at the contact information provided on page 1 of this agreement.

Landowners will notify MBP of any detrimental beaver activity at the site if MBP is not actively trapping at a given time. MBP may choose to trap on an as-needed basis, but cannot guarantee the removal of beaver(s).

### **Coexistence**

Landowners have sole responsibility for monitoring flow device for continued function and notifying MBP of any issues related to flow device function after the term of agreement expires.

MBP will install flow device and fencing materials in a manner that should provide reduced impacts from beaver activity. Flow devices are designed and intended to reduce impacts, however, the devices should be checked regularly (particularly during high flow) for debris racking and to ensure proper function. Landowners have sole responsibility for monitoring and maintaining culvert protection flow devices, together with liability and ownership once constructed, following the term agreement period to maintain adequate function to protect road access. Landowner may enter into a written maintenance agreement with MBP following the conclusion of the term of agreement. Landowner may request adaptive management or device removal services of the coexistence materials at a future date which may require a new Landowner Agreement and project plan if outside the scope of this agreement.

MBP will install tree protection materials in a manner that should provide protection from beaver felling as well as adequate space for tree growth for an extended period of time, ~2-4 years dependent on growing conditions. Tree growth in riparian zones where beavers are active can be fast and tree wrapping should be checked twice yearly (Spring and Fall) for proper function and to prevent tree girdling with potentially lethal results.

Landowners have sole responsibility for monitoring and maintaining tree wrapping materials. Monitoring and maintenance of fencing is required to avoid tree girdling from tree growth hindered by fencing materials that have not been adjusted for tree growth over time and to maintain adequate function to protect trees from beaver felling.



## Managed Service Plan & Agreement

Prepared for City of Tonasket on 1/7/2022

### Services Agreement Pricing:

Service	Tier	Cost/M
AV & Workstation Upkeep/Admin	3	\$250.00
Network & Edge Security Admin	3	\$350.00
Help Desk & On Call Support	3	\$500.00
Office 365/Domain Admin	3	\$75.00
Backup, Auditing & Compliance	3	\$500.00
Total Monthly	-	<b>\$1,675</b>
Total Annual	-	<b>\$20,100</b>

- Persistent remote workstation support by Gardinier Tech
- Microsoft patch management & anti-virus support
- Active cyber security monitoring & edge security
- NAS & Server support backup and maintenance
- Gardinier Tech will provide ongoing monitoring services for devices as indicated under recurring invoice. Should a problem be discovered during monitoring, we shall make every attempt to rectify the situation in a timely manner.
- Office 365 Administration & Support
- Persistent support for Audio & Video Systems
- Persistent support and upkeep of Surveillance System
- Help desk support available to client authorized individuals.
- Network policy administration and upkeep

### **In a Nutshell:**

First, and foremost, a service contract is a retainer — it gives our clients prioritized scheduling. This allows us to operate as a dedicated *local* service provider in a rural economy. If you want consistency and reliability a service contract is the way to go.

As part of this agreement, we will provide service for your Windows computers, Office 365 email, domain, database software, and networking problems (cabling, WIFI, and so on). This will, most importantly, include preventive measures such as updates and regular audits of your equipment to stop problems before they occur.

If there are any problems *directly related to specific subscribed service*, we will fix them at no added cost.

Any services outside of these specific support agreements can be billed hourly (other software problems such as QuickBooks, hardware installation, Windows configuration and so on).

At Gardinier Tech's discretion, questions (less than 15 minutes) aren't billed.

## **Out of Scope Billable Service Rates (See coverage details in Appendix B)**

- 1 hour of support per month for any issues at no charge. Subsequent hours are billed.
- First 15 minutes of remote support is not billable when working on managed equipment
- Remote support cost per hour billed in 15-minute increments at \$50.00/hour
- On-Site Service \$50.00/hour — minimum one hour
- Parts, equipment or software fees not covered by vendor/manufacture warranty or support will be billed accordingly or can be paid / purchased directly by the client.
- The cost of any software, licensing, or software renewal or upgrade fees of any kind will be billed accordingly or will be paid / purchased directly by the client.

## **Confidentiality**

- Gardiner Tech and its agents will not use or disclose any client information, except as necessary for, or consistent with, providing the contracted services, and will use our best efforts to protect against unauthorized use.
- Customer must designate which employee(s) or authorized individual(s) are allowed to make changes to accounts, request password modification for themselves or other users, and make use of our help desk. This designation must be made, and amended in writing.

## **Acceptable Service Request Methods, Hours & Coverage**

Acceptable service request methods are phone and email.

- (425) 220-6069
- [support@gardinier.tech](mailto:support@gardinier.tech)

Remote Helpdesk and Vendor Management of Client's IT networks will be provided to the Client by Gardiner Tech remotely between the hours of 7:00 am – 6:00 pm Pacific Standard Time, Monday through Friday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Backups, network & service monitoring services will be provided twenty-four (24) hours per day all year round.

## **Acceptable Service Request Methods, Hours & Coverage, & Level of Service**

While Gardiner Tech's response time is typically within a few minutes for phone calls, or hours for onsite calls, these times are *NOT* guaranteed and are subject to triage. Higher tier clients will be prioritized for both onsite and remote support.

Gardiner Tech will work with all our clients in good faith to ensure that support requests are resolved in a reasonable amount of time given the circumstances, mitigating factors, and the clients current support tier.



## **Termination**

City Of Tonasket may terminate this contract at any time, and for any reason. If services were paid for annually, Gardinier Tech will credit an amount equal to the monthly charges from the first of the next month to the end of the year. The current month is non-refundable.

Gardinier Tech may also terminate services, for any reason, at any time, after providing written notice 15 days prior to City of Tonasket

Gardinier Tech agrees to return any and all physical or virtual property of City of Tonasket — including passwords, documentation, domain names, certificates within 15 days of a written request by the City of Tonasket for up to two years. This clause will survive the termination of this contract.

## **Terms, Fees & Payment Schedule:**

- Recurring managed services payments are due 30 days in advance of services
- Services can be added or removed from the account at any time and will be prorated accordingly.
- Onboarding fees are hourly and specific to each client. We will work with the client and send a separate invoice. (See Appendix C)
- Out of scope work will be billed on a separate invoice from the monthly recurring managed services invoice.
- Payments can be made via check, bank routing, credit card and can be set to automatic payment at the client's request with a transaction fee of 3% added to the payment cost.

## **Devices Covered**

A “device” is any networked hardware owned by the City of Tonasket. This may include (but is not limited to) computers, printers, servers, phones, alarm systems, or IOT devices. Unless otherwise specified Gardinier Tech will do our best to support any and all devices owned by City of Tonasket. The number of networked devices will be monitored by Gardinier Tech. If this number exceeds that allotted for the current support tier Gardinier Tech will notify City of Tonasket and provide options to upgrade to the next tier after the current billing cycle. Gardinier Tech reserves the right to charge hourly for services during this time, but will notify the City of Tonasket before doing so. Alternately, the client may elect to provide a specific list of supported devices. Devices outside of this list will either go unsupported or will revert to hourly support chargers when/where applicable.

## **Updates and Addendums**

Gardinier Tech has the unilateral right to make changes, update, add addendums, and otherwise keep current this agreement provided City of Tonasket is notified in writing of the changes 30 days prior to the changes taking affect.

### **Limitation of Liability**

Gardiner Tech shall perform all services using the same level of care or better than that is expected in the industry. However, in no event shall Gardiner Tech be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs and damages.

THE SERVICES OF GARDINIER TECH ARE PROVIDED "AS IS." GARDINIER TECH MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS SERVICES. IN NO EVENT SHALL GARDINIER TECH, ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT WHETHER FOR, AMONG OTHER THINGS, BREACH OF WARRANTY OF ANY OBLIGATION ARISING THEREFROM, AND WHETHER LIABILITY IS ASSERTED IN, AMONG OTHER THINGS, CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT PRODUCT LIABILITY) WHETHER OR NOT GARDINIER TECH HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. GARDINIER TECH'S LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT EQUAL TO THE AVERAGE MONTHLY RECURRING CHARGE FOR THE SERVICE PAID TO BY CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE.

### **Mutual Waiver of Indemnification and Liability.**

Each party hereby waives any right to indemnification from — while at the same time agreeing to hold harmless — the other party, its Board of Directors, officers, agents, employees, and personnel for, from, and against, any and all claims, demands, suits, losses, causes of action, or liability that either party may sustain as a result of a breach of the other parties' duties, errors, or omissions within the terms of this MSA. This shall include reasonable expenses, including attorney's fees, incurred in defending such claims and damages.

### **Physical Security and Force Majeure**

Gardiner Tech is NOT responsible for any failure to perform its obligations under this contract, if we are prevented or delayed in performing those obligations by an event of force majeure, theft, ransomware attack, or any physical damage to equipment. City Of Tonasket is expected to provide all physical security, policy restriction to protect equipment, and insurance of equipment against such risks.

**Initial Payment**

City of Tonasket agrees to pay the full payment of the total annual amount plus startup costs quoted to start the MSP services.

Your signature below indicates acceptance of this MSP Service Agreement and entrance into an agreement with Gardinier Tech beginning on the signature date below.

Gardinier Tech

City Of Tonasket

Approved by:

Approved by:

Greg Gardinier

Rene A. Maldonado

Date: 01/14/22

Date: 01/12/2022

[Signature]

[Signature]

Signature

Signature

## Service Agreement APPENDIX A: Tiers

Tiers are how Gardinier Tech prioritizes clients and classifies levels of service. They directly affect response time and prioritization. While tiers do affect pricing, other factors such as regulatory burdens, specialized/proprietary equipment, and number of devices/users are all factors in determining the price of services for each client/agreement. Certain sectors/industries are also required to enter a minimum support tier.

<b>Tier</b>	<b>Description</b>	<b>Industry Minimum</b>
1	Lowest priority. Up to 10 users/devices	None
2	Lower Support Priority. Up to 50/users/devices	Retail, Education, Hospitality
3	Medium Priority. Up to 100/users/devices	Municipal, Legal, Manufacturing
4	Higher Priority. 150 users/devices	Healthcare, Law Enforcement
5	Premier support priority. Unlimited number of users/devices	None



## Service Agreement APPENDIX B: Service Breakdown

<b>AV &amp; Workstation Administration</b>	<b>Frequency</b>
Audio equipment maintenance including cleaning, firmware updates, calibration, and configuration.	As Needed
Workstation's firmware, drivers, updates, and configuration	Ongoing
Cabling/wiring diagnostics and repair	As Needed
Video equipment maintenance including cleaning, firmware updates, configuration, calibration.	As Needed
Media server configuration, updates, and upkeep	Ongoing
Surveillance equipment maintenance including firmware updates, hard drive upgrade/replacement, NAS, and general tasks.	Ongoing
<b>Network &amp; Edge Security Admin</b>	<b>Frequency</b>
UTM/Firewall configuration, monitoring, response, and analysis	Ongoing
Managed Switch configuration, maintenance, and analysis	As Needed
Wireless administration, configuration, analysis, testing, documentation	Ongoing
Point to Point wireless backbone connections documentation & maintenance	Ongoing
NVR, Server, and IOT VLAN management	Ongoing
Documentation of network topology, systems, and integrations.	Ongoing
<b>Help Desk &amp; On Call Support</b>	<b>Frequency</b>
Laptops and Workstations, Printers, and any other devices	As Needed
Surveillance System	As Needed
Wireless, Network, and WAN, Edge Security	As Needed
Office 365 Administration Including Emails, Users, Policies, Security, & Auditing	As Needed
AV Systems including TVs, Media Sever, Microphones, Speakers, & Mixers	As Needed

<b>Office 365/Domain Admin</b>	<b>Frequency</b>
User management including adding and removing.	As Needed
Exchange Mail Flow management	As Needed
OneDrive backup management	As Needed
Domain and DNS management	Ongoing
<b>Backup, Auditing &amp; Compliance</b>	<b>Frequency</b>
UPS & Battery Backups Maintenance, Monitoring, Documentation, Including Solar Powered Systems	Ongoing
Systems Audit & Documentation Update	Quarterly
OneDrive & Cloud File Storage Backup	Ongoing
Network Configuration Backup	Ongoing

## **Service Agreement APPENDIX C: Onboarding**

Onboarding costs of installing, configuring, and preparing equipment prior to ongoing support. Typically, these costs are separate, and outlined prior to a contract starting. This initial push gets the client's systems to a point where only maintenance and support are required.

The City of Tonasket has already completed onboarding of all their systems and will not incur any additional onboarding costs. However, any additional systems or expansion of this agreement may result future onboarding costs.

Committee/Staff	Original Assignment	Date/s Presented	Updates	Date Completed
Mayor	Chamber would like to donate playground equipment for History Park. Marylou Kriner came with a specific piece of equipment she would like to purchase. Mayor will contact insurance company to see if equipment meets our standards.	Nov. 28, 2023; Dec. 12, 2023; Jan. 23, 2024	Dec. 12 Jeff asked where we are. Replied that we are waiting on the check with insurance. Jan 23. Patti asked where we are with playground equipment. Marylou was present and said Chamber is deciding in a week where the money will go if the City has not responded. City is waiting on insurance to check company and equipment.	Completed Feb. 13, 2024
Mayor	Council asked the Mayor to have the Tree Board come to council and give a report.	Jan. 23, 2024	They will be coming on Feb. 27	Completed Feb. 27, 2024
Council	Give feedback to Alice on the Parade policy.	Feb. 13, 2024	Will be on the agenda for the next meeting.	Completed Feb. 27, 2024
Building Official/Code Enforcement	Ordinance Policy for ticketing: Randy and team will start working on building a policy for ticketing safety concerns.	Jan. 10, 2023; Dec. 2023; Feb. 13, 2024	Randy and team will start working on building a policy for ticketing safety concerns. Dec. 2023: Randy wrote up an initial policy for the Mayor to look at and then take to Council for vote. We are ready to move forward with recommendations from the Attorney.	Mayor is not in favor could be brought back up if a council member or staff would like.

<b>Mayor</b>	Interlocal agreement with Airport Committee: During the month of December, there was an exceptional amount of snow which caused a lot of troubles with plowing, ice etc. There was movement between the airport club and the city to create a list of duties and responsibilities so that everyone is on the same page. Passed off to Mayor when he returned from vacation.	Dec. 2022; Feb. 13.2024; Feb. 27, 2024	Mayor is recommended to create an agreement and bring to council for consideration.	
<b>Parks/Pool</b>	Review Swim Team Agreement	Jan. 10, 2023	Pending Committee Recommendation	
<b>Clerk</b>	Park Plan: Kurt D. is wondering what the status of the Park Plan is.	Researching	No action from the Council at this time.	
<b>Airport</b>	Finalize additions to the Hanger Lease Agreement	Dec. 12; Jan. 23, 2024; Waiting on Committee Assignments to continue; Feb. 13,	Dec. 12 Waiting on attorney to review possible additions. Feb. 13. Feb. 27	
<b>Streets</b>	Check in codes for parking	Feb. 13, 2024	Feb.27 Not ready to present.	
<b>Public Building</b>	Chamber would like to use TVBRC Building for a meeting space once or twice a month. How much? Can they?	Feb. 13, 2024		
<b>Public Building</b>	Update on Kiosk	Feb. 13, 2024		
<b>?</b>	Trees at Cemetery	Feb. 27, 2024	Tree Board recommends removal.	
<b>?</b>	Water Spigot at Little Learners, is this feasible?	Feb. 27, 2024	Tree Board recommends water access for trees.	
<b>?</b>	Council wanted Farmers Market Planning Committee to know about concerns about new proposed parade route.	Feb. 27, 2024		
<b>Clerk</b>	Council wanted to know more about the EV charging station. Have there been any claims? Where are they currently serving?	Feb. 27, 2024		