

CITY OF BETHEL

City Council Meeting Agenda, December 19, 2024 – 6:30 PM

Website: <https://www.cityofbethel.org/council>

Location: Council Chambers, City Hall, 300 Chief Eddie Hoffman Highway, Bethel

Council Members: Mayor Rose Henderson, Vice-Mayor Teresa Keller, Mark Springer, Mikayla Miller, Alicia Miner, Pamela Conrad, WG Anaruk



Zoom Meeting Link: <https://us06web.zoom.us/j/4888456188?pwd=bkN1dGI4MHpGZ1kwOUVYWU5kd0xhZz09>

Zoom Meeting ID: 488 845 6188

Zoom Meeting Passcode: 13871

Zoom Meeting Conference Line Numbers: 833 548 0276 US Toll-free

833 548 0282 US Toll-free

877 853 5257 US Toll-free

888 475 4499 US Toll-free

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

- 4.1. *Written Public Comments can be submitted by opening your phone camera and hovering over this URL code. The link to the submission form will appear. You may also go to www.cityofbethel.org. Written public comment must be submitted 24 hours before the meeting.*



5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

6. APPROVAL OF MEETING MINUTES

- 6.1. *11-26-2024 Regular City Council Meeting

7. REPORTS OF STANDING COMMITTEES

- 7.1. Committee/Commission Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

10. NEW BUSINESS

- 10.1. *Introduction Of Ordinance 24-04(c): Amending The Adoption Annual Operating Budget For Fiscal Year 2025, July 1, 2024-June 30, 2025 (Acting City Manager Strickler)
- 10.2. *Introduction Of Ordinance #24-05(e): Amending The Capital Improvement, Budget For Fiscal Year 2025, July 1, 2024-June 30, 2025 (City Manager Stricker)
- 10.3. *Introduction Of Ordinance 24-16: Amending Bethel Municipal Code 4.04.080, Budget Control, To Eliminate The \$12,500 Intradepartmental Line-Item Transfer Threshold (City Manager Strickler)

Posted December 11, 2024 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan, Deputy City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-543-1384

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda. Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.

The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

- 10.4. *Introduction Of Ordinance 24-17: Establishing A Pay Grade, Job Titles, And Compensation Plan For Non-Union-Represented City Employees (City Manager Strickler)
- 10.5. *Resolution 24-14: Conditionally Protesting The Renewal Of A Restaurant Or Eating Place License For UCP49 LLC, Doing Business As Uncommon Pizza, License No. 6027, 401 Chief Eddie Hoffman Highway, Bethel, Alaska (Mayor Henderson)
 - i. Opportunity For The Applicant To Defend Their Application
- 10.6. *AM 24-35: Appointment And Re-Appointment Of Committee And Commission Members For A Term Of Three Years (Mayor Henderson)
- 10.7. AM 24-36: Approving The Regular City Council Meeting Dates For 2025 (Mayor Henderson)
- 10.8. AM 24-37: On Behalf Of The Board Of Ethics, And In Accordance With Bethel Municipal Code 2.60.030, Accept The Resignation Of Board Of Ethics Member, Alicia Miner (Council Member Miner)
- 10.9. AM 24-38: Direct City Administration To Issue Checks Totaling \$31,883 To Year 7, Quarter 4 Community Action Grant (CAG) Awardees Based On The Recommendation Of The Community Action Grant Committee (City Manager Strickler)
- 10.10 AM 24-39: Authorize Administration To Proceed With The Construction Of The Community Center Expansion Project With A Budget Not To Exceed \$14,000,000 As Explained In Option A And Commit Up To \$4 Million In Funding If Additional Grant Appropriations Are Not Obtained (City Manager Strickler)
- 10.11 Administrative Review Of Alaskabuds LLC, Retail Marijuana Store License Renewal #18735, Located At 660 Third Ave, Suite B Bethel Alaska 99559 (City Manager Strickler)
- 10.12 *IM 24-12: Documentation That The Bethel City Council Received And Reviewed The Full Financial Budget Report And Water & Wastewater Activity Report For The Month Of November 2024 (City Manager Strickler)

11. REPORTS

- 11.1. Mayor's Report
- 11.2. City Manager's Report
- 11.3. Clerk's Report

12. COUNCIL MEMBER COMMENTS

13. EXECUTIVE SESSION

14. ADJOURNMENT

Posted December 11, 2024 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan, Deputy City Clerk

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The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on November 26, 2024 at 6:30 p.m., in the Council Chambers, Bethel, Alaska.

Mayor Henderson called the meeting to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Mark Springer (telephonically) Mayor Rose Henderson Vice-Mayor Teresa Keller City Council Member Mikayla Miller City Council Member Alicia Miner City Council Member Pamela Conrad
Members Absent:
City Council Member WG Anaruk
Also in attendance were the following:
City Manager Lori Strickler, Acting City Clerk Kevin Morgan, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

Lorin Bradbury- Would like the council to revisit the business license and sales tax certificate code. In favor of meters, for water/sewer charges and that duplexes and triplexes should have the same commercial requirements for meters.

Item 4.1. - Written Public Comments

No Written Comments submitted.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approval of the Consent and Regular Agenda.

Moved by:	Mikayla Miller
Seconded by:	Alicia Miner
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Alicia Miner, Pamela Conrad
Opposed:	None
Results:	Motion Carries

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *11-12-2024 Regular City Council Meeting Minutes

Passed on the consent agenda.

Item 6.2. - *11-13-2024 Special City Council Meeting Minutes

Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Port Commission, Council Member Miner- No meeting since last meeting.

Planning Commission, Mayor Henderson- No meeting since last meeting.

Community Action Grant Committee, Council Member Conrad- Held a meeting last night, will meet again on Dec.2nd to score applications and allocate awards.

Community Parks and Recreation Committee, Council Member Miller- No meeting since last meeting.

Finance Committee- No one to report.

Public Works Committee, Council Member Springer- Nothing to report.

Public Safety and Transportation Commission, Vice-Mayor Keller- No Meeting since last meeting.

Item 7.1. - Committee/Commission Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Ordinance 24-05(d): Amending The Capital Improvement, Budget For Fiscal Year 2025, July 1, 2024-June 30, 2025 (Acting City Manager Strickler)

*Mayor Henderson opened the Public Hearing.
No one present to be heard.
Mayor Henderson closed the Public Hearing.*

Main Motion: Adopt Ordinance 24-05(d).

Moved by:	Teresa Keller
Seconded by:	Alicia Miner
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Alicia Miner, Pamela Conrad
Opposed:	None
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - AM 24-33: Authorizing Administration To Apply For A Conditional Use Permit Through The Planning Department And The Planning Commission With The Intent Of Designating Lots 2 And 3 L Block 7 USS 3230 As Park Land Under The Public Lands And Institutions Zone (Acting City Manager Strickler)

Main Motion: Approve AM 24-33.

Moved by:	Mikayla Miller
Seconded by:	Teresa Keller
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Alicia Miner, Pamela Conrad
Opposed:	None
Results:	Motion Carries

Item 10.2. - AM 24-34: Direct Administration To Prepare And Submit An FY 2026 Public Transportation Grant Application To Fund The Bethel Transit System With A Grant Request Of \$278,271 And A Pledge Of \$91,092 In Local Cash Match From The City's Planned FY 2026 Budget To Cover Operating Costs (Acting City Manager Strickler)

Main Motion: Approve AM 24-34.

Moved by:	Mikayla Miller
Seconded by:	Alicia Miner
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Alicia Miner, Pamela Conrad
Opposed:	None
Results:	Motion Carries

Item 10.3. - Administrative Review Of Application For Restaurant Eating Place Alcohol License #6027, Ucp49 LLC, Doing Business As, UnCommon Pizza, Located at 401 Chief Eddie Hoffman Highway, Bethel, AK 99559 (Acting City Manager Strickler)
Council reviewed this item.

Item 10.4. - Negotiated City Manager Employment Agreement Between The City Of Bethel And Lori Strickler (Mayor Henderson)

Sarah McKee from MGT (formally GovHR) was present to discuss the Employment Agreement.

Motion to amend the agreement to approve a \$154,000 salary.

Moved by:	Teresa Keller
Seconded by:	Mikayla Miller
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Alicia Miner, Pamela Conrad
Opposed:	None
Results:	Motion Carries

Motion to approve the contract with a start date of December 2, 2024 and to allow the attorney to amend the contract to reflect the employee and city contribution percentages.

Moved by:	Teresa Keller
Seconded by:	Alicia Miner
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Alicia Miner, Pamela Conrad
Opposed:	None
Results:	Motion Carries

Item 10.5. - *IM 24-11: Documentation That The Bethel City Council Received And Reviewed The Full Financial Budget Report And Water & Wastewater Activity Report For The Month Of October 2024 (Acting City Manager Strickler)

Passed on the consent agenda.

11. REPORTS

Item 11.1. - Mayor's Report

Item 11.2. - City Manager's Report

Item 11.3. - Clerk's Report

12. COUNCIL MEMBER COMMENTS

Mayor Henderson- Thanked Search and Rescue for recovering the body of Mr Andrew and appreciates all the work that Search and Rescue does for the community.

Vice-Mayor Keller- No comment.

Council Member Miner- Would like to thank all the community members who take part and support in the Holiday events. Would like to thank the VFW for distributing turkeys to the community.

Council Member Conrad- Seconds everyone's comments.

Council Member Miller- Congratulations to the new city manager. Tomorrow is the Perfect Pie event. It supports the local non-profits.

Council Member Springer- Happy Thanksgiving. Congratulations to Representative Elect Nellie Jimmy and thanks to Representative CJ McCormick for his service to the community. Thanked those who voted for ranked choiced voting. Pay attention to Bethel Search and Rescue and what they say. Keep an eye out for Pedestrians on the side of the road; especially with the slippery roads.

13. EXECUTIVE SESSION

Item 13.1. - In Accordance With AS 44.62.310(c)(2) Subjects That Tend To Prejudice The Reputation And Character Of Any Person- City Manager Review and Employment Agreement Development (Note, All City Manager Candidates May be Discussed During the Executive Session) (Mayor Henderson)

Council did not enter executive session.

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Mikayla Miller
Seconded by:	Teresa Keller
In favor:	Mark Springer, Rose Henderson, Teresa Keller, Mikayla Miller, Alicia Miner, Pamela Conrad
Opposed:	None
Results:	Motion Carries

Meeting ended at 7:26 p.m.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan,
Acting City Clerk

City of Bethel, Alaska

Public Works Committee Minutes

November 20, 2024	Regular Meeting	Bethel, Alaska
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I. CALL TO ORDER:

A regular Public Works Committee Meeting was held on November 20, 2024. The meeting was called to order at 5:34 pm.

The following members were present during roll call: Juan Delgado, John Lloyd
The following members were excused:

Also Present: William Arnold

Due to a lack of a quorum, the meeting adjourned at 5:35 PM.

Mark Springer
Committee Chair

Colin Atti
Recorder of Minutes

APPROVED THIS _____ DAY OF _____, 2024.

City of Bethel, Alaska

Community Action Grant Committee Minutes

November 25th, 2024

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A Regular Meeting of the Community Action Grant Committee was held on November 25th, 2024 at 6:00 PM in Council Chambers at 300 Chief Eddie Hoffman Highway.

II. ROLL CALL

The following Community Action Grant Committee members were present: Louse Russel, Lucinda Alexie, Pamela Conrad, John Lloyd

Also in attendance are Jennifer Charlie, Recorder (Ex Officio)

Unexcused Absences:

Excused Absences:

III. PEOPLE TO BE HEARD: Alfred Clark, Terese Kaptur

IV. APPROVAL OF AGENDA

MOVED BY	John Lloyd	Motion to approve
SECOND BY	Pamela Second	
VOTE ON MOTION	All in favor	4-0

V. Unfinished Business

VI. New Business

Application reviewing, discussion about the funding amount for the year. Scoring will be done during the December 2nd Meeting.

Declare CAG Committee Vacancy

MOVED BY	John Lloyd	Motion to approve
SECOND BY	Pamela Conrad	
VOTE ON MOTION	All in favor	4-0

VII. EX OFFICIO MEMBER REPORTS

VIII. COMMITTEE MEMBER COMMENTS

Louse Russel: No Comment.

John Lloyd: No Comment

Pamela Conrad: Glad to be a part of the Committee, this committee helps with Bethel Residence.

Lucinda Alexie: Happy to be back.

IX. Adjourned

MOVED BY	Pamela Conrad	Motion to approve
SECOND BY	John Lloyd	
VOTE ON MOTION	All in Favor	4-0

The chair called the meeting to an end at 7:29 pm.

Louse Russel, Chair

ATTEST:

Jennifer Charlie, Recorder



CITY OF BETHEL
PUBLIC SAFETY AND TRANSPORTATION COMMISSION
WEDNESDAY, DECEMBER 4, 2024, 6:30 PM

LOCATION:

JOIN MEETING AT ZOOM.US:
<https://us06web.zoom.us/j/3350154000?pwd=HYFLQJB5BBF9IUAXHBN9SOZQAFWPLS.1&OMN=81314125060>
MEETING ID: 335 015 4000
PASSCODE: 140569
US TOLL-FREE PHONE NUMBERS: 888 475 4499; 833 548 0276; 833 548 0282; 877 853 5257

MEMBERS	STAFF
Joy Anderson, Chair Melanie Fredericks Musa Sailu John Hastie Jesslyn Elliot Teresa Keller, Council Rep.	James Harris, Ex Officio Member Sophie Poe, Ex Officio Member spoe@cityofbethel.net 907-543-3781

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON**
 - A. Please submit written public comments to police@cityofbethel.net by 4:00 p.m. the day of the meeting.
- IV. APPROVAL OF AGENDA**
- V. APPROVAL OF MEETING MINUTES**
- VI. UNFINISHED BUSINESS**
 - A. Consideration of BMC Title 5 Amendment to Allow Transportation Network Companies to Operate in Bethel (John Hastie)
 - B. Discussion for Recommending Changes PSTC Would Like to See Concerning Public Intoxication. (Jesslyn Elliott)
 - C. Ordinance 24-xx Amending BMC Title 6.04.03c Draft Approval. (Jesslyn Elliott)
- VII. NEW BUSINESS**
 - A. Review of BMC 5.30: Taxi Cabs and inspection requirements
- VIII. EX OFFICIO REPORT**
 - A. Ex Officio Reports
- IX. MEMBER COMMENTS**
- X. ADJOURNMENT**

Posted <11/27/2024> at City Hall, AC Co., Swanson’s, and the Post Office.

Ex-Officio Staff

Posted <11/27/2024> at City Hall, AC Co., Swanson's, and the Post Office.

Ex-Officio Staff



CITY OF BETHEL
COMMUNITY ACTION GRANT COMMITTEE

TUESDAY, DECEMBER 10, 2024, 6:00 PM

LOCATION: 300 CHIEF EDDIE HOFFMAN HIGHWAY, BETHEL, ALASKA

JOIN MEETING AT ZOOM.US:

HTTPS://US06WEB.ZOOM.US/J/86726846636?PWD=FU94O5EBVHRXRQOI4TOUS0TT

MEETING ID: 867 2684 6636

PASSCODE: 063413

US TOLL-FREE PHONE NUMBERS: 888 475 4499; 833 548 0276; 833 548 0282; 877 853 5257

MEMBERS		STAFF
Louse Russell, Chair	Leif Albertson, Vice-Chair	Ex Officio Member
Lucinda Alexie	Miranda Robb	CAG@cityofbethel.net
Nikki Pollock	Nathanael Haggard	907-543-1386
Pamela Conrad, Council Rep.		
Tehani Haggard, Alt. 1	John Lloyd, Alt 2	

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

- A. Please submit written public comments to cag@cityofbethel.net by 4:00 p.m. the day of the meeting

IV. APPROVAL OF AGENDA

V. APPROVAL OF MEETING MINUTES

- A. 6-22-2023 CAG Meeting Minutes
- B. 11-25-2024 CAG Meeting Minutes

VI. UNFINISHED BUSINESS

- A. Review amount of CAG funding available
- B. Review, discuss, and score applications and responses received (may include questions to applicants in attendance).
- C. Declare CAG Committee Vacancy - Leif Albertson, Tehani Haggard, Nathanael Haggard
- D. Review of the 2025 Committee Calendar

VII. NEW BUSINESS

- A. Declare CAG Committee Vacancy - Miranda Robb

VIII. EX OFFICIO REPORT

IX. MEMBER COMMENTS

X. ADJOURNMENT

Posted <<DATE>> at City Hall, AC Co., Swanson's, and the Post Office.

Ex-Officio Staff

Posted <<DATE>> at City Hall, AC Co., Swanson's, and the Post Office.

Ex-Officio Staff

Introduced by: City Manager Strickler
Introduction Date: December 19, 2024
Public Hearing: January 14, 2025
Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #24-04 (C)

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING THE ADOPTION ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2025, JULY 1, 2024-JUNE 30, 2025

BE IT ORDAINED by the City Council of Bethel, Alaska, as follows:

SECTION 1. Classification. This is a noncodified ordinance amending the City of Bethel Annual Operating Budget for Fiscal Year 2025.

SECTION 2. Amendment. The adopted Fiscal Year 2025 Annual Operating Budget is amended as follows:

C-1 POLICE DEPARTMENT OVERTIME

Whereas, the Police Department has spent 57% of their overtime budget as of October 31, 2024, and anticipates needing additional funds within the overtime line item to cover the operations through the end of the fiscal year;

Whereas, Bethel Municipal Code 4.04.080 requires any transfer within the Personnel Budget to be done through a budget modification;

Whereas, the additional funding will be pulled from wages, not from the FY25 revenue balance for the year to cover the;

C-1 POLICE DEPARTMENT OVERTIME				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
100-61-6010	Shift Differential and Overtime	\$266,208	\$80,000	\$349,208
100-61-6000	Salaries and Wages	\$2,240,696	(\$80,000)	\$2,160,696
Change Summary:	The general fund revenue over expenditures will remain at \$327,640 after this amendment.			

C-2 DIRECTOR AND DEPUTY DIRECTOR OF PUBLIC SAFETY

Whereas, following the hiring of the Director of Public Safety, the first step in creating a Public Safety Department is consolidating the administrative functions of the Police and Fire Departments, with the understanding there would be restructuring needed in order to meet the transition;

Whereas, the first step in this transition was hiring the Director of Public Safety, following an evaluation of need, the Director of Public Safety would like to defund a lieutenant position, and create a Deputy Director of Public Safety, this would be the second step of the transition;

Whereas, the creation of a Deputy Director of Public Safety position ensures continuity of leadership during the absence of the Director of Public Safety, reducing potential disruptions to public safety operations;

Whereas, the Deputy Director of Public Safety position will strengthen the department's ability to address administrative duties, allowing the Director to focus on high-level strategy, interagency collaboration, and community relations;

Whereas, this new structure aligns with best practices in public safety management by creating a defined chain of command that supports operational efficiency and effective resource allocation;

Whereas, the proposed budget modification also corrects the operation budget to reflect the removal of the Fire Chief and the Police Chief and the creation of the Director of Public Safety;

Whereas, considering the timing of the amendment within the fiscal year and the moderate changes to the total salary for the Police Department Budget, Administration is not proposing any changes to the Benefits and Taxes portion of the budget;

C-2A POLICE DEPARTMENT				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
17401	Police Chief <u>Director of Public Safety</u>	\$104,022	\$35,978	\$140,000
17301	Police Lieutenant <u>Deputy Director of Public Safety</u>	\$122,905	(\$18,195)	\$104,710
FY Operating	FY25 Revenue Over Expenditures	\$327,640	(\$17,783)	\$309,857
Change Summary:	The general fund revenue over expenditures will be reduced to \$309,857 after this amendment.			

C-2B FIRE DEPARTMENT				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
16401	Fire Chief	\$126,193	(\$126,193)	\$0
FY Operating	FY25 Revenue Over Expenditures	\$309,857	\$126,193	\$436,050
Change Summary:	The general fund revenue over expenditures will increase to \$436,050 after this amendment.			

C-3 ICE ROAD CONTRIBUTION TO NATIVE VILLAGE OF NAPAIMUTE

Whereas, Native Village of Napaimute Tribal Transportation Program (NVN TTP), and Napaimute Enterprises, L.L.C. is requesting financial support for the 2025 Kuskokwim Ice Road season;

Whereas, the funding will be used to support construction and maintenance of the ice road and will help ensure our community residents and visitors have safe access to and from the surrounding communities;

Whereas, NVN TTP was able to maintain 355 miles of ice road connecting 21 communities in 2020;

C-3 ICE ROAD CONTRIBUTION TO NATIVE VILLAGE OF NAPAIMUTE				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
100-72-6516 Community Services	Donation Ice Road Maintenance	\$0	\$10,000	\$10,000
FY Operating	FY25 Revenue Over Expenditures	\$436,050	(\$10,000)	\$426,050
General Fund Change Summary:	The general fund revenue over expenditures will have a positive \$532,365 after this amendment.			

Summary of FY25 Operating Budget following expenditure adjustments:

General Fund

Adopted Excess General Fund (GF) Revenue over Expenditures:	\$343,955
Budget Amendment 24-04 (a) Revenue over Expenditures:	\$551,201
Budget Amendment 24-04 (b) Revenue over Expenditures:	\$327,640
Budget Amendment 24-04 (c) Revenue over Expenditures:	\$426,050

Solid Waste Enterprise Fund

Adopted Excess Solid Waste Revenue over Expenditures:	\$51,768
Budget Amendment 24-04 (b) Revenue over Expenditures:	(\$683,574)

Water and Sewer Enterprise Fund

Adopted Excess Water and Sewer Fund Revenue over Expenditures:	\$197,474
Budget Amendment 24-04 (a) Revenue over Expenditures:	\$37,474
Budget Amendment 24-04 (b) Revenue over Expenditures:	\$8,474

Municipal Dock Enterprise Fund

Adopted Excess Solid Waste Revenue over Expenditures:	\$253,666
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SECTION 4. Effective Date. This ordinance shall become effective upon the passage by the Bethel City Council.

NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, that the Fiscal Year 2025 operating budget is adopted for a period of one year, from July 1, 2024, through June 30, 2025.

ENACTED THIS 14th DAY OF JANUARY 2025, BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan, Acting City Clerk



JOB DESCRIPTION

JOB TITLE:	Director Public Safety	FLSA:	Exempt
DEPARTMENT:	Public Safety	GRADE:	
REPORTS TO:	City Manager	DATE:	10/24/2024

SUMMARY:

Administers a comprehensive Public Safety function for the City, including law enforcement, fire protection and prevention, emergency medical and rescue response, community service patrol and 911 service dispatch. Serves as a board member of the State of Alaska “High Intensity Drug Trafficking Areas” and an ex-officio member of the City of Bethel Public Safety and Transportation Commission.

ESSENTIAL FUNCTIONS:

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

- Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the department.
 - Ensures department’s activities are in compliance with applicable regulations and requirements; works closely with the Alaska Police Standards Council and the Alaska Fire Standards Council; monitors developments and legislation related to departmental matters, evaluates their impact upon City operations, recommends, and implements policy and procedural improvement.
 - Develops, prepares, and oversees the capital and operating budgets’ preparation and administration of the department’s budgets.
 - Performs as the City’s emergency management coordinator; directs the preparation and update of the City’s Emergency Response Plan. Supervises major emergencies, critical incidents, tactical situations and post-emergency investigations; responds to major incident scenes and takes command when appropriate; deconflicts responsibilities and functions in multi-unit or agency responses.
 - Serves as Chief within the operational hierarchy.
 - Reviews, corrects and closes police and or fire cause investigations and reports as required; oversees fire code and ordinance enforcement; assists the State Fire Marshal’s officer with inspections and investigation as necessary.
 - Reviews criminal cases and assignments, incident responses, and 911 communications; identifies policy and compliance issues and proposes solutions.
 - Represents the City in meetings with representatives of governmental agencies, professional and business organizations, employee organizations, and the public.
-

JOB DESCRIPTION**Director Community Parks and Recreation**

- Represents the Department and City at court hearings; prepares reports requested and subpoenaed by the courts; testifies in court cases.
- Directs collection, preparation, and handling of evidence and personal property of prisoners.
- Recruits, interviews and recommends the selection of staff; analyzes staff training needs and provides for their training and professional development; ensures effective morale, productivity and discipline of department staff.
- Serves as City Manager's backup upon activation of the Emergency Operations Center.
- Serves as Transportation Inspector and performs duties as outlined in the Bethel Municipal Code in support of the program.
- Presents education and information programs through community and school awareness projects; teaches and counsels those within the community on public safety and victim's rights' activities, programs and referral resources.
- Assists and coordinates with Federal, state and local law enforcement and emergency services organizations, other City departments, and community stakeholders
- Promotes and supports the overall mission of the City by demonstrating courteous and cooperative behavior when interacting with public and staff; acts in a manner that promotes a harmonious and effective workplace environment.
- Purchases necessary supplies in accordance with Bethel Municipal Code and state statutes.
- Performs strategic and long-range planning for department growth.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

Bachelor's degree in criminal justice, business or public administration or a related field; AND six (6) years' of police command experience; OR an equivalent combination of education, training and experience.

Required Certificates, Licenses, and Registrations:

Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.

- Driver's License.
- Certified as a Police Officer by the State of Alaska Police Standards Council.

Required Knowledge and Skills**Required Knowledge:**

- Concepts, principles and practices of law enforcement management, rules of evidence, techniques and procedures, criminal and traffic codes.
- Criminal justice and court systems, protocols and procedures in the State of Alaska.
- Administrative principles and practices, including goal setting, program development, implementation and evaluation, and the management of employees through multiple levels of supervision.
- Principles and practices of budget development and administration.
- Principles and procedures related to contract and grant management procedures.
- Investigative and interrogative procedures and techniques.
- Current trends in strategy and tactics for management and deployment of personnel and equipment in emergency response.
- Principles and practices of developing teams, motivating employees and managing in a team

environment.

- Applicable laws, codes and regulations.
- Records management principles and practices, to include financial information.
- Computer applications and systems related to the work.
- Correct business English, including spelling, grammar and punctuation.

Required Skills:

- Planning, organizing and managing comprehensive and varied public safety and emergency response functions.
- Effective and efficient management of programs and staff.
- Training others in policies and procedures related to the work.
- Developing and implementing goals, objectives, policies, procedures and work standards.
- Assuming command-level responsibilities and making appropriate decisions, while assuring compliance with governing laws, policies and procedures.
- Establishing and maintaining cooperative working relationships with law enforcement, fire, criminal justice and other stakeholder agencies.
- Assessing and prioritizing multiple tasks and projects, delegating, and assessing appropriate levels of oversight.
- Interpreting, analyzing, and developing solutions related to complex public safety and emergency management issues.
- Safely using and maintaining competency with a variety of firearms and specialized law enforcement equipment.
- Exercising controlled discretion and communications; ability to mediate difficult situations.
- Effectively communicating with and responding to inquiries from management, citizens, law enforcement, emergency response and related agencies.
- Maintaining accurate records and files.
- Preparing clear and concise reports, correspondence and other written materials.
- Using initiative and independent judgment within established procedural guidelines.
- Using tact, discretion and prudence in working with those contacted in the course of the work.
- Performing effective oral presentations to large and small groups.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.
- Establishing and maintaining effective working relationships with a variety of individuals contacted in the course of the work.

PHYSICAL/MENTAL REQUIREMENTS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in an office setting, use standard office equipment and stamina to sit, stand, walk for extended periods of time; agility to traverse uneven terrain; strength to lift and carry up to 50 pounds; vision to read printed materials and computer screens; and hearing and speech to communicate in person or over the telephone.

WORKING ENVIRONMENT:

Work is performed in an office and field setting.

Travel required to locations throughout the City; exposure to adverse environmental conditions, bio-hazards, and life-threatening conditions.



JOB DESCRIPTION

JOB TITLE:	Deputy Director Public Safety	FLSA:	Exempt
DEPARTMENT:	Public Safety	GRADE:	
REPORTS TO:	Director Public Safety	DATE:	10/24/2024

SUMMARY:

The Deputy performs professional level work assisting the Director in meeting the Department's functions and goals. Under the supervision of the Public Safety Director, the Deputy oversees the administrative functions of the department, to include budget, resource allocation, compliance and personnel training and development.

ESSENTIAL FUNCTIONS:

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

- Assists the Director in the development of goals, objectives, policies, procedures and work standards for the department; contributes to strategic and long-range planning for department growth.
- Coordinates the preparation of reports, grants, and other operational documents.
- Assists the Director in ensuring the department's activities are in compliance with applicable regulations and requirements; monitors developments and legislation related to departmental matters, evaluates their impact upon City operations, recommends policy and procedural improvement.
- Contributes to the preparation of the department's various operating budgets'; assists with budget administration; purchases necessary supplies in accordance with the budget, Bethel Municipal Code and state statutes.
- Develops and maintains collaborative relationships with representatives of governmental agencies, professional and business organizations, employee organizations, and the public.
- Presents education and information programs through community and school awareness projects; teaches and counsels those within the community on public safety and victim's rights' activities, programs and referral resources.
- Assists with the recruitment, training and professional development of staff.
- Promotes and supports the overall mission of the City by demonstrating courteous and cooperative behavior when interacting with public and staff; acts in a manner that promotes a harmonious and effective workplace environment.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

Bachelor's degree in criminal justice, business or public administration or a related field; AND two (2) years' of experience administering public safety operations; OR an equivalent combination of education, training and experience.

Required Certificates, Licenses, and Registrations:

Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.

- Driver's License.
- Ability to obtain clearance from the Alaska Public Safety Information Network (APSIN)

Required Knowledge and Skills**Required Knowledge:**

- Administrative principles and practices, including goal setting, program development, implementation and evaluation.
- Principles and practices related to the development and administration of budgets and grants.
- Principles and procedures related to contract and grant management procedures.
- Principles and practices of developing teams, motivating employees and managing in a team environment.
- Applicable laws, codes and regulations.
- Records management principles and practices, to include financial information.
- Computer applications and systems related to the work.
- Correct business English, including spelling, grammar and punctuation.

Required Skills:

- Planning, organizing and managing comprehensive and varied public safety functions.
- Effective and efficient management of programs and staff.
- Training others in policies and procedures related to the work.
- Developing and implementing goals, objectives, policies, procedures and work standards.
- Assessing and prioritizing multiple tasks and projects, delegating, and assessing appropriate levels of oversight.
- Interpreting, analyzing, and developing solutions related to complex public safety and emergency management issues.
- Effectively communicating with and responding to inquiries from management, citizens, law enforcement, emergency response and related agencies.
- Maintaining accurate records and files.
- Preparing clear and concise reports, correspondence and other written materials.
- Using initiative and independent judgment within established procedural guidelines.
- Performing effective oral presentations to large and small groups.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.
- Establishing and maintaining effective working relationships with a variety of individuals contacted in the course of the work.

PHYSICAL/MENTAL REQUIREMENTS:

JOB DESCRIPTION**Director Community Parks and Recreation**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in an office setting, use standard office equipment and stamina to sit, stand, walk for extended periods of time; vision to read printed materials and computer screens; and hearing and speech to communicate in person or over the telephone.

WORKING ENVIRONMENT:

Work is performed in an office setting; travel required to locations throughout the City.

Re: City of Bethel-Ice Road Funding

From napaimute@gci.net <napaimute@gci.net>
Date Thu 12/5/2024 2:24 PM
To Lori Strickler <lstrickler@cityofbethel.net>

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders. Please accept this email as a formal request for funding from the City of Bethel for the 2024-25 Kuskokwim Ice Road.

Last year our budget was \$1.4 million for this vital regional winter transportation network.

For the upcoming 2024-25 Ice Road Season we have received a \$185,000 grant from the Alaska State Legislature and have an application it to the State DOT Safe Ice Roads for Alaska Program. We do not know how much we will receive at this time.

We base our main ice road operation out of the regional hub community of Bethel - equipment maintenance, repair, and off-season storage is much more efficient from this large rural city with daily air cargo and passenger service to Anchorage. Also Bethel is where everyone in the outlying villages needs to get to.

We have a sub-base at the sub-regional hub community of Aniak for the same reasons described above that serves the middle and upper Kuskokwim villages.

Route 1 of the Kuskokwim Ice Road begins at Bethel and ends at Kasigluk with spur roads to Napaskiak, Oscarville, Yuvvaq (traditional ice fishing area), Atmautluak and Nunapitchuk.

Route 2 begins at Bethel and ends at Kalskag with spur roads to Akiachak, Kwethluk, and Tuluksak.

Route 5 begins at Aniak and ends at Government Cabin.

Our ice road serves the communities of: Kasigluk, Nunapitchuk, Atmautluak, Napakiak, Napaskiak, Oscarville, Bethel, Kwethluk, Akiachak, Akiak, Tuluksak, Lower Kalskag, Kalskag, Aniak, Chuathbaluk, Napaimute, Crooked Creek.

We annually establish and maintain routes 1,2 & 5 which is the majority of the Kuskokwim Ice Road - 250 miles

Routes 3 & 4 are only 15 miles long each: Kalskag to Aniak. These are managed by the Kalskag and Aniak tribes.

Route 6 is 20 miles from Crooked Creek to Government Cabin and is managed by the Crooked Creek tribe.

Thank you for your consideration.

Mark Leary
Business Enterprise Director
Napaimute Enterprises, L.L.C.
P.O. Box 1301
Bethel, Alaska 99559
907.545.2877

From: Lori Strickler <lstrickler@cityofbethel.net>
Sent: Thursday, December 5, 2024 2:10 PM
To: Mark Leary <napaimute@gci.net>
Cc: John Sargent <jsargent@cityofbethel.net>
Subject: City of Bethel-Ice Road Funding

Hello Mark,

I am working on a budget modification for the Council to consider contributing \$10,000 to the ice road maintenance.

To help ensure the Council and public are fully informed of the need (many should but you never know), are you able to provide me with an official request for the funding and explain a bit about the total budget costs for the year along with any other financial support you anticipate obtaining or have already secured?

I will finalize the document for the council packet next Wednesday. Is that too tight of a turnaround?

Thank you!

Lori Strickler
City Manager
City of Bethel
907-543-1373

Introduced by: City Manager Strickler
Introduction Date: December 19, 2024
Public Hearing: January 14, 2025
Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #24-05 (e)

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING THE CAPITAL IMPROVEMENT, BUDGET FOR FISCAL YEAR 2025, JULY 1, 2024-JUNE 30, 2025

WHEREAS, in the FY25 Capital budget Administration proposed \$104,000 to fund body cameras for the Police Department;

WHEREAS, Ordinance 24-05 (b) removed the \$104,000 allocation because the City was applying for a grant to cover the equipment;

WHEREAS, the City was successful in obtaining a \$60,000 grant, which requires the City to pay for 50% of the equipment as a match;

WHEREAS, the cost of the equipment is \$93,070.79, requiring a City match of \$46,535;

WHEREAS, included in this equipment purchase are: 25 body cameras for officers, 20 sensors, and a five year service agreement for the video evidence management solution;

WHEREAS, the purchase will be made through ASPO Value Point, in accordance with the Bethel Municipal Code;

BE IT ORDAINED by the City Council of Bethel, Alaska, as follows:

SECTION 1. Classification. This is a noncodified ordinance amending the City of Bethel Capital Improvement Budget for Fiscal Year 2025.

SECTION 2. Appropriations. That money shall be appropriated from the following associated City Funds for capital expenditures, amounts being returned to the fund are stricken, new appropriations are in red and underlined:

Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total for this Project
100-61-6890	Police Department Capital Expenses	<u>0</u>	<u>\$46,535</u>	<u>\$46,535</u>
FY25 Operating Ord. 24-04 (C)	FY 25 Budget Revenue Over Expenditures	\$426,050	(\$46,535)	\$397,515

Amended				
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SECTION 3. Effective Date. This ordinance shall become effective upon the passage by the Bethel City Council.

NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, that the Fiscal Year 2025 Capital Improvement Budget is amended.

ENACTED THIS 14th DAY OF JANUARY 2025, BY A VOTE OF 6 IN FAVOR AND 0 OPPOSED.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan, Acting City Clerk



Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquiries@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

Invoice

Invoice ID INUS289176
Date 15-Oct-24
Page 1 of 3
Sales Order
Requisition
Your Ref Q-542819,
Our Ref , Q-542819,
Payment Net 30 days
Invoice Account 107863
Terms of Delivery FCA

BILL TO

Bethel Police Dept. - AK
PO Box 809
Bethel, AK 99559-0809
USA

SHIP TO

Bethel Police Dept. - AK
157 SALMONBERRY RD
BETHEL, AK 99559
USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
		Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price
						Amount
		1	M00003	BUNDLE - ACQUISITION	25.00	70,830.00
		1	BWCamTAP	Body Worn Camera TAP Bundle	5.00	6,084.00
		1	H00001	AB4 Camera Bundle	5.00	4,245.00
8	1	80146	AXON BODY - PSO - VIRTUAL STARTER Tax Date 15-Oct-24 Shipment Date:	1.00	0.00	0.00
9	1	100673	AXON EVIDENCE - CONVERSION - BASIC TO PRO Tax Date 15-Oct-24 Shipment Date:	4.00	1,627.20	6,508.80
21	1	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK Tax Date 16-Sep-24 Shipment Date: 09/20/2024	1.00	2.99	2.99
22	1	100681	AXON SIGNAL - SIDEARM SENSOR ONLY Tax Date 16-Sep-24 Shipment Date: 09/20/2024	20.00	269.00	5,380.00

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)	For Wire Transfers	For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 122100024 Reference No INUS289176	Beneficiary Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 021000021 SWIFT Code CHASUS33 Reference No INUS289176	Axon Enterprise, Inc. PO BOX 29661 DEPARTMENT 2018 PHOENIX, AZ 85038-9661 Reference No INUS289176	Axon Enterprise, Inc. JPMorgan Chase (AZ1-2170) Attn: Axon Enterprises 29661-2018 2108 E Elliot Rd, Tempe, AZ 85283 Reference No INUS289176

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire



Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382
 UEI Number: TBW7MGPYURM7

BILL TO

Bethel Police Dept. - AK
 PO Box 809
 Bethel, AK 99559-0809
 USA

Invoice

Invoice ID	INUS292761
Date	29-Oct-24
Page	2 of 2
Sales Order	
Requisition	
Your Ref	100-61-6100,
Our Ref	, Q-628657,
Payment	Net 30 days
Invoice Account	107863
Terms of Delivery	FCA

SHIP TO

Bethel Police Dept. - AK
 157 SALMONBERRY RD
 BETHEL, AK 99559-9999
 USA

Tax Note*Ship-to-address Legend***

1 Bethel Police Dept. - AK
 157 SALMONBERRY RD
 BETHEL, AK 99559-9999
 USA

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS292761	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS292761	Reference No INUS292761	Tempe, AZ 85283
					Reference No INUS292761

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PO BOX 29661
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TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

Invoice

Invoice ID INUS289176
Date 15-Oct-24
Page 2 of 3
Sales Order
Requisition
Your Ref Q-542819,
Our Ref , Q-542819,
Payment Net 30 days
Invoice Account 107863
Terms of Delivery FCA

BILL TO

Bethel Police Dept. - AK
PO Box 809
Bethel, AK 99559-0809
USA

SHIP TO

Bethel Police Dept. - AK
157 SALMONBERRY RD
BETHEL, AK 99559
USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
23	1	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK Tax Date 16-Sep-24 Shipment Date: 09/20/2024	20.00	1.00	20.00

Sales Amount	93,070.79
Misc. Charge	0.00
Discount	0.00
Sales Tax	0.00
Total	93,070.79
Credit Amount(s) Applied	0.00
Amount Received	0.00
Payment Due 14-Nov-24	BALANCE DUE USD 93,070.79

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)	For Wire Transfers	For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 122100024 Reference No INUS289176	Beneficiary Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 021000021 SWIFT Code CHASUS33 Reference No INUS289176	Axon Enterprise, Inc. PO BOX 29661 DEPARTMENT 2018 PHOENIX, AZ 85038-9661 Reference No INUS289176	Axon Enterprise, Inc. JPMorgan Chase (AZ1-2170) Attn: Axon Enterprises 29661-2018 2108 E Elliot Rd, Tempe, AZ 85283 Reference No INUS289176

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Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
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Bethel Police Dept. - AK
PO Box 809
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1	Bethel Police Dept. - AK 157 SALMONBERRY RD BETHEL, AK 99559 USA
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PAYMENT REMITTANCE INFORMATION

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Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS289176	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS289176	Reference No INUS289176	Tempe, AZ 85283
					Reference No INUS289176

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire



**The State of Oklahoma
by and through the
Office of Management and Enterprise Services**

In conjunction with



And

AXON ENTERPRISE, INC.

**NASPO ValuePoint Master Agreement
Award for Public Safety / Law
Enforcement Video Products,
Services, and Solutions**

You are hereby notified that your response to Solicitation OK-MA-145-21, which opened August 18, 2021 is accepted. The following documents, are incorporated herein by reference and constitute the entire Contract between you and the State: 1) A Participating Entity's Participating Addendum ("PA"); 2) This NASPO ValuePoint Master Agreement Award which includes Exhibit A Terms, Conditions and Exhibit B Service Level Agreement and Exhibit C Price and Cost Proposal; 3) The Request for Proposal; and 4) The Contractors response to the Request for Proposal.

Axon Enterprise, Inc. awarded categories include:

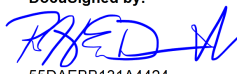
Category 1 – Body Worn Video Cameras and Recording Devices.

Category 2 – Vehicle Mounted Video and Recording Devices.

Category 4 – Interrogation / Interview Room Video and Recording Equipment

Category 5 – Video Storage, Data Security, Software and Peripherals

NOW, THEREFORE, in consideration of the foregoing and mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties have caused this Contract to be duly executed intending to be bound thereby.

STATE OF OKLAHOMA Office of Management and Enterprise Services By:  Amanda Otis (Sep 21, 2023 16:02 CDT)	CONTRACTOR Axon Enterprise, Inc.. DocuSigned by:  By: 55DAEBB131A4424...
Date: 09/21/2023	Date: 9/21/2023 12:34 PM MST
Title: State Purchasing Director	Title: VP, Assoc. General Counsel

**Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.*

Master Agreement Number: OK-MA-145-21-100

OKLAHOMA AND NASPO VALUEPOINT MASTER AGREEMENT AWARD

SUMMARY

1. Scope of Work Defined. The goal of this Master Agreement is to provide State(s) requirements for competitive proposals along with value-added solutions which allow State and Local Governments to easily equip their public safety transportation equipment and employees with the best competitive pricing, cutting edge technology, and superior customer services without the need for individual competitive proposals.

With the volatile speed of technology designs, growing demands and unique customizable configurations, these product categories shall remain flexible and may be redefined during the life of this contract.

Note: the following items will not be included in this contract award: *Body Armor, LED Light Bars, Public Safety Radios, Radar, and Lidar Equipment*. These items are on separate NASPO ValuePoint Master Agreements.

2. Master Agreement Order of Precedence. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) Participating Entity's Participating Addendum ("PA")
- (2) Oklahoma NASPO ValuePoint Master Agreement Award
 - a. Summary
 - b. NASPO ValuePoint Master Agreement Terms and Conditions, inclusive of any terms proposed by Contractor and accepted by the Lead State
 - c. Oklahoma Terms and Conditions
 - d. Service Level Agreement
 - e. Price and Cost Proposal
- (3) A Purchase Order issued against the Master Agreement
- (4) The Solicitation; and
- (5) Contractor's response to the Solicitation, including but not limited to Contractor's Terms and Conditions Contained in Response, as revised and accepted by the Lead State.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.

Master Agreement Number: OK-MA-145-21-100



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order** or **Purchase Order** means any purchase order, sales order, contract, or other document used by a Purchasing Entity to order the Products.

- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for two (2) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA").
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto.
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement.
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions.
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering

document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but

not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage, or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

5.3.2 Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.

5.3.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (e.g., names, addresses, social security numbers or any other numerical identifier) may be submitted with any report.

5.3.4 Executive Summary. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint

Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to

future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
- 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date.
- 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or

amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

6.1.4 No retroactive adjustments to prices or rates will be allowed.

6.2 Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms, and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

7.1 Order Numbers. Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated, or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 Applicable Rules. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 Required Documentation. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered.

7.6.2 A shipping address and other delivery requirements, if any.

7.6.3 A billing addresses.

7.6.4 Purchasing Entity contact information.

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor.

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing,

Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
 - 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates.
 - 12.2.1.2** specified by the Contractor to work with the Product.
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been

avoided by substituting another reasonably available product, system, or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information, and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
 - 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements.
 - 14.8.1.2** A material breach of any term or condition of this Master Agreement.
 - 14.8.1.3** Any certification, representation, or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading.
 - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
- 14.8.3.1** Any remedy provided by law.
 - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof.
 - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement.
 - 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations.

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution

of the United States or otherwise, from any claim or from the jurisdiction of any court.

- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating

Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.



OKLAHOMA
Office of Management
& Enterprise Services

EXHIBIT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or

otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.

- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.
- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:
 - A.** any Addendum;
 - B.** any applicable Solicitation;
 - C.** any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
 - D.** the terms contained in this Contract Document;
 - E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
 - F.** any statement of work, work order, or other similar ordering document as applicable; and
 - G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.
- 2.4** Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract Documents

- 3.1** The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2** Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 Addendum** means a mutually executed, written modification to a Contract Document.

- 4.3 Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 Bid** means an offer a Bidder submits in response to the Solicitation.
- 4.5 Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law

of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

- 4.14 OAC** means the Oklahoma Administrative Code.
- 4.15 OMES** means the Office of Management and Enterprise Services.
- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions,

formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.

- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to

perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.

- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;

- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

8.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

8.3 Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

9.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
- B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;

- C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
- D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
- G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
- H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
- I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
- J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at

https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.

- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.

- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with

and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.

- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- 11.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
- 11.7** Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent

that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

- 13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a

subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

- 13.4** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.
- 13.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or

subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents,

representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.
- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with

confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

18.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days'

written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

- 20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption

of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not

received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
5005 North Lincoln Boulevard, Suite 300

Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier

in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service

under the Contract may be transitioned after termination or expiration of the Contract.

- E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents

entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

EXHIBIT C

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms (“Information Technology Terms”), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services (“OMES-IS”) is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

1 Definitions

- 1.1 **COTS** means software that is commercial off the shelf.
- 1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.
- 1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- 1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.
- 1.5 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- 1.6 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 1.7 **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential

by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

- 1.8 Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.
- 1.9 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.10 State CIO** means the State Chief Information Officer or authorized designee.
- 1.11 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- 1.12 Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.
- 1.13 Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,

personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2 Termination of Maintenance and Support Services

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

- 2.1** Customer removes the product for which the services are provided, from productive use or;
- 2.2** The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

3 Compliance and Electronic and Information Technology Accessibility

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at <https://omes.ok.gov/services/information-services/accessibility-standards>. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

4 Media Ownership (Disk Drive and/or Memory Chip Ownership)

- 4.1** Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.
- 4.2** Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

5 Offshore Services

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

6 Compliance with Technology Policies

- 6.1** The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG_0.pdf.

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at <http://eclipse.omes.ok.gov>.

- 6.2** Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.

- 6.3** Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

7 Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

8 Extension Right

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

9 Source Code Escrow

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- 9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;
- 9.2** An assignment by the Supplier for the benefit of its creditors;
- 9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- 9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- 9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- 9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- 9.7** Supplier's ceasing of maintenance and support of the software; or
- 9.8** Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

10 Commercial Off The Shelf Software

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

11 Ownership Rights

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be

shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

12 Intellectual Property Ownership

The following terms apply to ownership and rights related to Intellectual Property:

- 12.1** As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.
- 12.2** Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier’s signature due to the dissolution of Supplier or Supplier’s failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier’s agent and Supplier’s attorney-in-fact to act for and in Supplier’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer’s sole expense, in the preparation and

prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

- 12.3** Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- 12.4** All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
- 12.5** These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.
- 12.6** Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.
- 12.7** Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.
- 12.8** To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or

necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

- 12.9** Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.
- 12.10** To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.
- 12.11** If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

13 Hosting Services

- 13.1** If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

13.2 If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

14 Change Management

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

15 Service Level Deficiency

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

16 Notices

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

With a copy, which shall not constitute notice, to:

Information Services Deputy Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Appendix 1 to State of Oklahoma Information Technology Terms

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

A. Customer Data

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
2. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
3. Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

B. Data Security

1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public

Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.
3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
4. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.
5. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
6. Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

C. Security Assessment

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards

during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

D. Security Incident or Data Breach Notification: Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.
2. Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
3. Supplier shall:
 - a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;
 - b. Make summary information regarding such procedures available to Customer at Customer's request;
 - c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

d. Document all Security Incidents and their outcomes.

4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

E. Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

1. Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.
3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. Notices

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.

G. Supplier Representations and Warranties

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.
2. Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.
4. Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

H. Indemnity

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

I. Termination, Expiration and Suspension of Service

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

- a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;
- b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or
- c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

- a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;
- b. 30 days after the effective date of termination, if the termination is for convenience; or
- c. 60 days after the effective date of termination, if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

Appendix 2 to State of Oklahoma Information Technology Terms

INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation (“FBI”), Criminal Justice Information Services (CJIS) Division’s CJIS Security Policy (“CJIS Security Policy” or “Security Policy” herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer (“CSO”) and the FBI CJIS Division’s Audit Staff.

CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”**

DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist		Compliance checklist –
Policy Area 1	Information Exchange Agreements	
Policy Area 2	Security Awareness Training	
Policy Area 3	Incident Response	
Policy Area 4	Auditing and Accountability	
Policy Area 5	Access Control	
Policy Area 6	Identification and Authentication	
Policy Area 7	Configuration Management	
Policy Area 8	Media Protection	
Policy Area 9	Physical Protection	
Policy Area 10	Systems and Communications Protection and Information Integrity	
Policy Area 11	Formal Audits	
Policy Area 12	Personnel Security	

EXHIBIT D

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract

management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:

- a. Procuring entity;
- b. Order date;
- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

**Negotiated Exceptions and Additional Terms
STATE OF OKLAHOMA CONTRACT WITH AXON ENTERPRISE, INC.**

RESULTING FROM SOLICITATION NO. OK-MA-145-21

Negotiated Exceptions and Additional Terms to the Solicitation

The Solicitation is hereby amended to include the terms as set forth below and supersedes all prior terms submitted by **Axon Enterprise, Inc.** discussed by the parties, or the terms in the exhibits or attachments in the NASPO ValuePoint Master Agreement.

Requested Exceptions and Additional Terms not addressed below are declined by the State of Oklahoma.

Term & Section	Language
Exhibit A, NASPO ValuePoint Master Agreement Terms and Conditions, Definitions, Participating Addendum, Section 2.1	This section is deleted in its entirety and replaced with the following: Initial Term. The initial term of this Master Agreement is for two shall begin on the date of award and run through June 30, 2025. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
Attachment A, NASPO ValuePoint Master Agreement Terms and Conditions ('Terms and Conditions'), Order of Precedence (Section 3.1, pg 3)	This subsection shall be deleted in its entirety
Attachment A, Terms and Conditions, Most Favored Customer (Section 5.4.5, pg 7)	This subsection is deleted in its entirety and replaced with the following provision: 5.4.5 Contractor shall, within a reasonable period of time of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third party contracts or agreement that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

Attachment A, Terms and Conditions, Pricing (Section 6.1.1 through 6.1.3, pg 8)	This subsection is deleted in its entirety and replaced with the following provision: 6.1.1 All prices and rates must be guaranteed for the initial term of the Master Agreement. 6.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date. 6.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State
Attachment A, Terms and Conditions, Payment (Section 6.2, pg 9)	This subsection is deleted in its entirety and replaced with the following provision: 6.2 Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the goods are delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
Attachment A, Terms and Conditions, Shipping Terms (Section 8.1.1, pg 11)	This subsection is deleted in its entirety and replaced with the following provision: Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until delivery to the Purchasing Entity when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
Attachment A, Terms and Conditions, Inspection (Section 9.3.2, pg 12)	This subsection shall be deleted in its entirety
Attachment A, Terms and Conditions, Acceptance Testing	This subsection is deleted in its entirety and replaced with the following provision: 9.5.1 The Acceptance Testing period will be fifteen (15) calendar days, unless otherwise specified starting from the day after the Product is delivered or, if installed by Contractor, the day after

(Section 9.5.1 through 9.5.5, pg 12)	the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. 9.5.2 If the Product does not conform to specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, reject the Product. 9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. 9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. 9.5.5 Products which are not rejected within the timeframe specified herein shall be deemed Accepted for all purpose under the Agreement. Products which are found to be non-conforming after this timeframe shall be handled in accordance with the Contractor's warranty procedure.
Attachment A, Terms and Conditions, Warranty (Section 10.2, pg 13)	This subsection is deleted in its entirety and replaced with the following provision: 10.2 Warranty. The Contractor warrants for a period of <u>one</u> year upon arrival of the product at the point of delivery (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects in workmanship and materials.
Attachment A, Terms and Conditions, Warranty (Section 10.5, pg 13)	This subsection is deleted in its entirety and replaced with the following provision: 10.5 Warranty Period Start Date. The warranty period will begin upon arrival of the product at the point of delivery.
Attachment A, Terms and	This subsection is deleted in its entirety and replaced with the following provision:

Conditions, Conveyance of Title (Section 11.1, pg 14)	11.1 Conveyance of Title. Upon delivery to the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
Attachment A, Terms and Conditions, General Indemnification (Section 12.1, pg 14)	This subsection is deleted in its entirety and replaced with the following provision: 12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees (the "Indemnified Parties"), from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any negligent act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement, except to the extent such claim arises out of the gross negligence or willful misconduct of an Indemnified Party.
Attachment A, Terms and Conditions, Intellectual Property Indemnification (Section 13.4, pg 16)	This subsection is deleted in its entirety and replaced with the following provision: 13.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within thirty (30) days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur which would result in reduction of coverage below limits specified herein.
Attachment A, Terms and Conditions, Records Administration and Audit (Section 14.1.1, pg 17)	This subsection is deleted in its entirety and replaced with the following provision: 14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it which shall reflect performance and administration of payments and fees; such records shall be those which Contractor maintains in its ordinary course of business. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the

	purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of three (3) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder. Such audit shall occur only once in any twelve month period at a time and place mutually agreed between the parties during normal business hours.
Attachment A, Terms and Conditions, Confidentiality, Non-Disclosure, and Injunctive Relief (Section 14.2.2.3, pg 17)	This subsection is deleted in its entirety and replaced with the following provision: 14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
Attachment A, Terms and Conditions, Records Administration and Audit (Section 14.3.1, pg 20)	This subsection is deleted in its entirety and replaced with the following provision: 14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the written approval of the Lead State. Such approval shall not be unreasonably withheld. For the avoidance of doubt, the Lead State retains the right to terminate or cancel the Contract if this section is violated by Contractor.
Attachment A, Terms and Conditions, Cancellation (Section 14.6, pg 20)	This subsection is deleted in its entirety and replaced with the following provision: 14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, including for Products delivered on a delayed payment schedule, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and

	audit. Cancellation of the Master Agreement due to Contractor default may be immediate
Attachment A, Terms and Conditions, Default and Remedies (Section 14.8.2, pg 21)	This subsection is deleted in its entirety and replaced with the following provision: 14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
Attachment A, Terms and Conditions, Limitation of Liability, new Subsection 14.14	Subsection 14.14 is added to the Contract as follows: A. To the extent permitted by law, Contractor's cumulative liability to NASPO ValuePoint, Lead State, Participating Entity and any Purchasing Entity for any loss or damage resulting from any claim, demand, or action under this Agreement shall be limited, as applied to each party individually, to the greater of (a) the amount paid by Purchasing Entity to Contractor in the twelve months preceding the claim; or (b) one million dollars (\$1,000,000.00) however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory. The foregoing limitation of liability shall not apply to claims that are subject to this Master Agreement's general indemnification and intellectual property indemnification obligations. B. Notwithstanding anything to the contrary in the Agreement, no provision shall limit Contractor's liability for actual direct damages, expenses, costs, actions, claims, and liabilities arising from or related the bad faith, gross negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Contractor or its employees, agents or subcontractors. To the extent permitted by law, Supplier's liability to NASPO ValuePoint, Lead State, Participating Entity Purchasing Entity for damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death, indemnity, security or confidentiality obligations

	under the Contract shall be subject to a limitation of liability of ten million dollars (\$10,000,000.00) but only as applied to each party individually. C. In connection with Contractor's performance under the Agreement, Contractor may have access to NASPO ValuePoint, Lead State, Participating Entity and Purchasing Entity's personnel, premises, data, records, equipment and other property. Contractor shall use commercially reasonable efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of NASPO ValuePoint, Lead State, Participating Entity and Purchasing Entity. . Contractor shall be responsible for damage to such intangible, real or personal property to the extent such damage is caused by its employees' or subcontractors' breach of this Agreement, and shall be responsible for loss of NASPO ValuePoint, Lead State, Participating Entity and Purchasing Entity real or tangible personal property in its possession, regardless of cause, but in no case will Supplier's liability exceed ten million dollars (\$10,000,000.00) as applied to each party individually. If Contractor fails to comply with NASPO ValuePoint's, Lead State's, Participating Entity's or Purchasing Entity's security requirements, Contractor is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.
Exhibit B, State of Oklahoma General Terms ('General Terms') Order of Precedence (Section 2.2, pg 2 of 29)	This subsection shall be deleted in its entirety.
Exhibit B, General Terms, Ordering, Inspection, and Acceptance (Section 6.2-6.4, pg 7 of 29)	This subsection is deleted in its entirety and replaced with the following provision: 6.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service. Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty

	material and workmanship for a warranty period of the greater of ninety (90) days from the date of delivery or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period. Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination within fifteen (15) days of delivery, or such longer time as may be agreed upon between Customer and Supplier. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and repair or replace the Acquisition at Supplier's expense—or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy. 6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract. 6.4 Product warranty and return policies-will not be more restrictive than warranty and return policies for other similarly situated customers for a like product.
Exhibit B, General Terms, Audit and Records Clause (Section 10.1, pg 13 of 29)	This subsection is deleted in its entirety and replaced with the following provision: 10.1 As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type

	and regardless of whether such items are in written form, in the form of computer data, or in any other form Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer all records relevant to the performance of and amounts charged under the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract. Such audit shall occur only once in the Customer's then current fiscal period and at a reasonable location and time selected by Customer during normal business hours. The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
Exhibit B, General Terms, Confidentiality (Section 11.3, pg 14 of 29)	This subsection is deleted in its entirety and replaced with the following provision: 11.3 Supplier shall report to the Customer within 48 hours or sooner, unless a shorter time is required by applicable law, any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all reasonable costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years that are required by applicable law, all notice-related costs and toll free telephone call center services.

Exhibit B, General Terms, Confidentiality (Section 11.6, pg 14 of 29)	This subsection is deleted in its entirety and replaced with the following provision: 11.6 The Supplier shall within 3 business days forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
Exhibit B, General Terms, Assignment and Permitted Subcontractors (Section 13.2, 13.3 pg 16 of 29)	Subsections 13.2 and 13.3 are deleted in their entirety and replaced with the following provisions: 13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prompt written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void. 13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide written notice to the State that Supplier has a written agreement with the subcontractor to comply, as applicable, with the terms of the Contract Documents. Supplier agrees that providing the written notice,

	maintaining such an agreement with the subcontractor and obtaining prior written approval by the State of any subcontractor or associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
Exhibit B, General Terms, Limitation of Liability (Section 16.5, pg 20 of 29)	B. This subsection is deleted in its entirety
Exhibit B, General Terms, Security of Property and Personnel (Section 24, pg 25 of 29)	This subsection is deleted in its entirety.
Exhibit C, State of Oklahoma Information Technology Terms (“IT Terms”), Security Incident (Section 1.9, Page 2)	Section 9.1 is deleted in its entirety and replaced with the following: Security Incident means the reasonable suspicion of or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
Exhibit C, State of Oklahoma Information Technology Terms (“IT Terms”), Source Code Escrow (Section 1.11, Page 2)	This subsection is deleted in its entirety and replaced with the following. Supplier Intellectual Property means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, including any derivatives thereof developed after the effective date of the Contract.
Exhibit C, State of Oklahoma Information Technology Terms (“IT Terms”), Source	This subsection is deleted in its entirety and replaced with the following: Source Code Escrow State and Supplier agree that Supplier will not provide Customer

Code Escrow (Section 9, Page 5)	customized computer software developed or modified exclusively for a state agency or the State under this Contract. Should Supplier and State explicitly agree, in writing, in a separate agreement, to the acquisition of customized computer software developed or modified exclusively, then the following terms will apply: Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following: 9.1 A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer; 9.2 An assignment by the Supplier for the benefit of its creditors; 9.3 A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature; 9.4 The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date; 9.5 The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property; 9.6 The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency; 9.7 Supplier's ceasing of maintenance and support of the software; or 9.8 Such other condition as may be statutorily imposed
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	by the future amendment or enactment of applicable Oklahoma law.
Exhibit C, IT Terms, Ownership Rights & Intellectual Property Ownership (Sections 11-12, Pages 6-9)	12 Intellectual Property Ownership The following terms apply to ownership and rights related to Intellectual Property: 12.1 State and Supplier agree that Supplier will not provide Customer Work Product developed or modified exclusively for a Customer. Supplier and State will address, in a separate written agreement, to the acquisition of Work Product developed or modified exclusively for a Customer. Notwithstanding the foregoing, Customer shall retain Intellectual Property Rights in its own preexisting intellectual property. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier. 12.2 To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier

	Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product. 12.3 Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. 12.4 To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such. 12.5 If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.
Exhibit C, IT Terms, Change Management (Section 14, Page 10)	This subsection is deleted in its entirety and replaced with the following: When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such

	product or service, Supplier shall provide written advance notice of such change as addressed in Axon's Service Offerings Agreement.
Administrative and Technical Response Requirements, Returns Due to User Error. (Section 2.2.11, page 16)	This subsection is deleted in its entirety and replaced with the following: Authorized Users may return unopened items ordered in error for up to thirty (30) calendar days from delivery. Authorized Users must identify the product and obtain written agreement from Supplier to return the unopened items. Such agreement shall not be unreasonably withheld. All returns of unopened items should be provided free-of-charge to Authorized User if scheduled at a normal delivery schedule. Otherwise, Authorized Users should be responsible for all costs associated with the preparation and shipment to Suppliers nearest location. No additional charges are allowed, including restocking fees.



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". The Master Agreement, including this Agreement, govern Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that the Master Agreement acts as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote. The Parties therefore agree as follows:

1 Definitions.

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices.. Orders are subject to prior credit approval. Shipping dates are estimates only. Typographical errors may occur in any offer by Axon, and Axon reserves the right to notify Agency of the error and to modify or cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 Intentionally Omitted

3 Intentionally Omitted.

4 Taxes. Taxes are addressed in the Participating Entity's or the Participating State's Participating Addendum.

5 Intentionally Omitted.

6 Intentionally Omitted.

7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's will repair or replace the Device with the same or like Device. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part from Axon, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon, to the extent permitted by applicable law, is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.



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- 7.3 Spare Axon Devices.** For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with the Master Agreement. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.
- 7.4.1 Intentionally Omitted.**
- 7.4.2 Intentionally Omitted**
- 8 Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
- 9 Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
- 10 Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency. Such changes will not reduce functionality of the Axon Device or Service purchased by Agency.
- 11 Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 Intentionally Omitted**
- 13 Intentionally Omitted**
- 14 IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 Intentionally Omitted**
- 16 Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 Termination.**
- 17.1 Intentionally Omitted**
- 17.2 Intentionally Omitted**
- 17.3 Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price established in the Master Agreement ("MSRP") and Agency terminates this Agreement before the end of the Term



Master Services and Purchasing Agreement between Axon and Agency

for a reason other than due to Axon's failure to cure a material breach or default then, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Agency may request a termination breakdown of the MSRP charges should Agency chose to termination for convenience. Agency may make a request for this information at any time prior to execution or during the Agreement or after termination. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale as established in the Master Agreement. For bundled Axon Devices, MSRP is the standalone price of all individual components.

18 **Intentionally Omitted**

19 **General.**

19.1 **Intentionally Omitted**

19.2 **Intentionally Omitted**

19.3 **Intentionally Omitted**

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based any class protected by applicable law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 **Intentionally Omitted**

19.7 **Intentionally Omitted**

19.8 **Intentionally Omitted**

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 **Intentionally Omitted**

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

19.12 **Intentionally Omitted**



Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- 2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

- 3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

- 4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

- 5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy attached hereto as Exhibit E. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, or Axon's affiliates; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension but Axon will continue to provide services including security of Agency Content. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors that occur before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the completion of the Axon Records

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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13 Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14 After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15 Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.



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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Professional Services Appendix

- 1 **Utilization of Services.** Intentionally Omitted
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:



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System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency



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TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 Site Preparation. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it



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- 12** **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form (“**Acceptance Form**”) to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in conformance with the Master Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 15 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 15 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13** **Agency Network.** For work performed by Axon transiting or making use of Agency’s network, Agency is solely responsible for maintenance and functionality of the network. To the extent permitted by applicable law, in no event will Axon be liable for loss, damage, or corruption of Agency’s network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“OSP”), Agency will receive the deliverables detailed in the Quote. Agency will accept or reject the TASER CEW and accessories as provided in Master Agreement.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“OSP 7 Term”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“BWC Upgrade”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“Dock Upgrade”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP in the Master Agreement for the offered BWC or Dock Upgrade and the MSRP in the Master Agreement for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect in the Master Agreement at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 45 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
 - 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
 - 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
 - 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.
- | Agency Size | Days to Return from Start Date of TASER 7 Subscription |
|------------------------|--|
| Less than 100 officers | 30 days |
| 100 to 499 officers | 90 days |
| 500+ officers | 180 days |
- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
 - 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
 - 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
 - 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:



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- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility only to the extent permitted by applicable law. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on delivery of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 Start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
7. **Agency Warranty**. If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order**. To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.



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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with necessary access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)

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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6** **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7** **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8** **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1** Axon Fleet subscription coverage terminates.
- 8.2** Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent, but will provide Agency notice of said change.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.



Master Services and Purchasing Agreement

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3 Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage. For clarity, Axon will divide the annual subscription cost by the number of months that have passed. Axon will utilize full months that have passed, partial months will not be counted. For example, if six (6) months have passed then Agency will only owe for six (6) months.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.



Master Services and Purchasing Agreement

Axon Virtual Reality Content Terms of Use Appendix

- 1 **Term.** The Quote will detail the duration of the Virtual Reality Content license.
- 2 **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.
- 3 **License Restrictions.** If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
 - 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
 - 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
 - 3.4 use trade secret information contained in Virtual Reality Content;
 - 3.5 resell, rent, loan or sublicense Virtual Reality Content;
 - 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
 - 3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.
- 4 **Intentionally Omitted**



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Axon Commander™ Software Appendix

- 5 **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
- 6 **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
- 7 **License Restrictions.** Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 7.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 7.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 7.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 7.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 7.5 use trade secret information contained in Commander;
 - 7.6 resell, rent, loan or sublicense Commander;
 - 7.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 7.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
- 8 **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
- 9 **Termination.** Upon termination, Axon may disable Agency's right to login to Axon Commander.



Master Services and Purchasing Agreement

Axon Application Programming Interface Appendix

1 **Definitions.**

"API Client" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"API Interface" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"Axon Evidence Partner API, API or AXON API" (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"Use" means any operation on Agency's data enabled by the supported API functionality.

2 **Purpose and License.**

2.1 Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

2.2 Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

2.3 Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4 **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1** use API Service in any way other than as expressly permitted under this Agreement;
- 4.2** use in any way that results in, or could result in, any security breach to Axon;
- 4.3** perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4** interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5** reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6** create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7** provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8** frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9** make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10** take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.

5 **API Content.** All content related to API Service, other than Agency Content or Agency's API Client



Master Services and Purchasing Agreement

content, is considered Axon's API Content, including:

- 5.1 the design, structure and naming of API Service fields in all responses and requests;
- 5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
- 5.3 the structure of and relationship of API Service resources; and
- 5.4 the design of API Service, in any part or as a whole.

6 Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:

- 6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
- 6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
- 6.3 misrepresent the source or ownership; or
- 6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7 API Updates. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



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Advanced User Management Appendix

- 1 **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management (“**SCIM**”), and (c) automate group creation and management through SCIM.
- 2 **Advanced User Management Configuration.** Agency will work independently to configure Agency’s Advanced User Management for Agency’s applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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Axon Channel Services Appendix

- 1 **Definitions.**

"Axon Digital Evidence Management System" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"Active Channel" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"Inactive Channel" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
- 2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
- 3 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
- 4 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
- 6 **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
- 7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 7.4 Ensure all appropriate data backups are performed;
 - 7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 7.6 Notify Axon of any network or machine maintenance that may impact the performance of

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Department: Legal

Version: 12.0

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- the Channel Services; and
- 7.7** Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



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Axon Support Engineer Appendix

- 1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer (“**ASE**”) services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
- 2 **Full-Time ASE Scope of Services.**
 - 2.1 A Full-Time ASE will work on-site four (4) days per week.
 - 2.2 Agency’s Axon sales representative and Axon’s Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency’s needs and availability of a Full-Time ASE.
 - 2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration - Assisting with assigning cameras and registering docks - Maintaining Agency’s Axon Evidence account - Connecting Agency to “Early Access” programs for new devices
Account Maintenance - Conducting on-site training on new features and devices for Agency leadership team(s) - Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program - Conducting weekly meetings to cover current issues and program status
Data Analysis - Providing on-demand Axon usage data to identify trends and insights for improving daily workflows - Comparing Agency’s Axon usage and trends to peers to establish best practices - Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support - Providing on-site, tier 1 and tier 2 technical support for Axon devices - Proactively monitoring the health of Axon equipment - Creating and monitoring RMAs on-site - Providing Axon app support - Monitoring and testing new firmware and workflows before they are released to Agency’s production environment
Agency Advocacy - Coordinating bi-annual voice of customer meetings with Axon’s Device Management team - Recording and tracking Agency feature requests and major bugs

- 3 **Regional ASE Scope of Services**
 - 3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
 - 3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
 - 3.3 The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:



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Account Maintenance

- Conducting remote training on new features and devices for Agency's leadership
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly conference calls to cover current issues and program status
- Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

- Providing remote, tier 1 and tier 2 technical support for Axon devices
- Creating and monitoring RMAs remotely

Data Analysis

- Providing quarterly Axon usage data to identify trends and program efficiency opportunities
- Comparing an Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

- Coordinating bi-yearly Voice of Agency meetings with Device Management team
- Recording and tracking Agency feature requests and major bugs

- 4** **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
- 5** **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.

**Public Safety/Law Enforcement Video Products, Services and Solutions
Attachment D - Pricing Template**

CATEGORY DISCOUNTS

1. BASELINE PRICING

Identify Baseline/List pricing Utilized

Axon Enterprise, Inc.
2021 Pricing
United States

2. CATEGORY DISCOUNT

In space provided below, list the discount percentage you will be bidding for each category of products.

If offering a range of discount, i.e., 10 - 80%, only the lowest discount will be evaluated.

CATEGORY:	DISCOUNT
CATEGORY 1 - BODY WORN VIDEO AND RECORDING	1.25% - 10% (Based on volume, see below)
CATEGORY 2 - VEHICLE MOUNTED VIDEO AND RECORDING	1.25% - 10% (Based on volume, see below)
CATEGORY 3 - AUTOMATED LICENSE PLATE READERS AND RECORDING	N/A - Axon is not proposing this Category.
CATEGORY 4 - INTERVIEW ROOM VIDEO AND RECORDING	No Discount Offered
CATEGORY 5 - VIDEO STORAGE, SECURITY, SOFTWARE, AND PERIPHERALS	No Discount Offered

3. VOLUME DISCOUNTS

CATEGORY:	Volume	DISCOUNT
CATEGORY 1, Hardware Discount	1-50 Units	1.25%
	50-249	2.50%
	250-499	5%
	500+	10%
CATEGORY 1, Discount on Unlimited Licenses	No minimum	5%
CATEGORY 2, Bundle Discount	1-50 Units	1.25%
	50-249	2.50%
	250-499	5%
	500+	10%

4. ADDITIONAL DISCOUNTS OFFERED

CATEGORY:		DISCOUNT



Service Offerings Agreement

Part 1 – Axon Evidence Service Level Agreement

This Service Level Agreement (SLA) identifies the Axon Evidence Service Offerings and the expected level of services between Axon¹ (**Axon, us or we**) and users of Service Offerings (**Customer or you**). Unless otherwise provided in this SLA, this SLA is subject to the terms of the purchase agreement, or other similar agreement, if any, between Axon and Customer. This SLA applies separately to each Customer using Service Offerings. By using Service Offerings, you agree that you understand this SLA and you accept and agree to be bound by the following terms and conditions. If there are adverse material changes to this SLA, we will inform you by directly sending you a notification. We encourage you to periodically review the most current version of the Axon Cloud Services Maintenance Schedule by visiting: <https://www.axon.com/products/axon-evidence/maintenance-schedule>.

Definitions

- **“Axon Cloud Services”** means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- **“Downtime”** means periods of time, measured in minutes, in which the Service Offering is Unavailable to you. “Downtime” does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described under the section Exclusions.
- **“Incident”** means a disruption of Service Offerings during which the Customer experiences Downtime.
- **“Maximum Available Minutes”** means the total amount of accumulated minutes during a Service Month for the Service Offering.
- **“Monthly Uptime Percentage”** means (Maximum Available Minutes - Downtime) / Maximum Available Minutes * 100.
- **“Scheduled Downtime”** means periods of time, measured in minutes, in which the Service Offering is unavailable to Customer, which fall within scheduled routine maintenance or planned maintenance timeframes.
- **“Service Month”** means a calendar month at Coordinated Universal Time (UTC).
- **“Service Credits”** means credits received by users of Service Offerings in the event that the service level objectives are not achieved.
- **“Service Offerings”** means all Axon Evidence services provided by Axon pursuant to this SLA.

¹ “Axon” refers to the Axon entity that you are in a contractual agreement with for the provision of Axon Cloud Services, including but not limited to Axon Public Safety UK Limited, Axon Public Safety Germany SE, etc.



Service Offerings Agreement

- **“Unavailable”** and **“Unavailability”** means a situation where the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an end-user.

Service Level Objective

Axon will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time. Guaranteed service level & Service Credits:

Monthly Uptime Percentage	Service Credit in Days
Less than 99.9%	3
Less than 99.0%	7

Requesting Service Credits

In order for Axon to consider a claim for Service Credits, you must submit the claim to Axon Customer Support (<https://www.axon.com/contact>) including all information necessary for us to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

Service Maintenance

- Maintenance will take place according to the prevailing Axon Cloud Services Maintenance Schedule: <https://www.axon.com/products/axon-evidence/maintenance-schedule>.
- Maintenance periods may periodically result in the Service Offerings being Unavailable to you. Downtime falling within scheduled routine or planned maintenance is Scheduled Downtime and is not eligible for Service Credits.
- Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by Axon. Emergency maintenance falling outside scheduled routine or planned maintenance is eligible for Service Credits.
- Axon will make available updates as released by Axon to the Axon Cloud Services. The Customer is responsible for maintaining the computer equipment and internet connections necessary for use of Axon Cloud Services.
- For the support of Android & iOS Applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event the Customer does not update



Service Offerings Agreement

their Android/iOS application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

Terms

Axon must receive the claim within one month of the end of the month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 12th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five days of receipt. If we determine that a Service Credit is owed to you, we will apply the Service Credit to the end of your Service Offering subscription term. Service Credits may not be exchanged for or converted to monetary amounts.

Exclusions

This SLA does not apply to any unavailability, suspension or termination of the Service Offerings, or any other Axon Evidence performance issues: (a) caused by factors outside of our reasonable control, including any force majeure event, terrorism, sabotage, virus attack or Customer internet access and related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside our direct control); (b) that result from any actions or inactions of you or a third party; (c) that result from your communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received from you, or any other data issues related to the communication or data received from or through you; (d) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (e) that result from any maintenance as provided for pursuant to this SLA; or (f) arising from our suspension and termination of your right to use the Service Offerings in accordance with the agreement for the provision of Axon Evidence between you and Axon.

Planned Maintenance

Axon may schedule and plan maintenance windows outside of the timeframes detailed in "Scheduled Routine Maintenance".

Scheduled Routine Maintenance: routine maintenance is scheduled on the fourth Tuesday of each month in Pacific Time (PT)*. Axon reserves the right to change this schedule, provided that changes shall be posted on Axon's Cloud Services Maintenance Schedule at <https://www.axon.com/products/axon-evidence/maintenance-schedule>:



Service Offerings Agreement

DEPLOYMENT	DAY OF WEEK (PT)	PACIFIC TIME (PT)*	COORDINATED UNIVERSAL TIME (UTC)
Australia**	Tuesday	02:00 - 05:00	10:00 - 12:00
Brazil	Tuesday	10:00 - 11:00	17:00 - 19:00
European Union	Tuesday	13:00 - 14:00	20:00 - 22:00
United Kingdom**	Tuesday	14:00 - 15:00	21:00 - 23:00
Canada	Tuesday	16:00 - 17:00	23:00 - 01:00***
United States - Federal Region	Tuesday	17:00 - 18:00	00:00 - 02:00****
United States	Tuesday	21:00 - 22:00	04:00 - 06:00****

* Pacific Time (PT) observes daylight savings. UTC time data is reflective of maintenance windows regardless of daylight savings observation. Refer to UTC to calculate local time of maintenance.

** Maintenance performed on UK and AU a week after the fourth Tuesday of each month

*** Time period includes time on Wednesday in UTC

**** Time period is on Wednesday in UTC

Emergency Maintenance

Patches and emergency releases are used to deliver ad-hoc application fixes and are typically seamless to customers. Whenever possible, patches and emergency releases are deployed during off-peak hours and without Downtime. Emergency releases are conducted on an as-needed basis and can occur any day of the week.

Axon Device Firmware Updates

Firmware updates and enhancements to Axon devices are pushed from Axon Cloud Services. Customer interaction is not required. Updates are retrieved, installed and validated during the normal device charging and data transfer process. Firmware updates are systemically rolled out to customers in waves.



Service Offerings Agreement

Notification of Maintenance

Notification of upcoming routine maintenance is not provided in advance unless there has been a change to the Scheduled Routine Maintenance. Approximately one (1) week prior to the routine maintenance, release notes are provided to Axon Evidence customer administrators.

If planned maintenance is required, Axon will communicate via email to Axon Evidence Customer administrators at least one (1) week in advance.

In the event of scheduled routine or planned maintenance that requires customer action (e.g. updating network settings), Axon will communicate via email at least sixty (60) days prior to the maintenance. Please Note: If emergency maintenance that requires customer action is necessary, Customers may be notified less than one (1) week in advance.



Service Offerings Agreement

Part 2 - Customer Support Response Statement

Axon has implemented Incident response policies and practices for Axon devices and Axon Cloud Services, which follow industry best practice standards. Axon reserves the right to change the terms of these response policies.

Definitions

- **“Business Day”** means Monday to Friday 08:00 – 17:30, excluding public holidays.
- **“BOD”** means the Board of Directors
- **“Incident”** means a fault related to an Axon product or Axon Cloud Services experienced by the Customer.
- **“Targeted Response Time”** means the target timeframe for Axon to respond to Customer and/or escalate the Incident within the *“Axon Customer Support Solution”*.
- **“Targeted Resolution Time”** means the target timeframe for the full resolution of the Incident. It excludes time delays caused by Customer or third parties outside of Axon’s reasonable control.
- **“Workaround”** means a method for overcoming an Incident allowing the Customer to operate the core function of Axon devices and/or Axon Cloud Services.

Axon Support Channels

Axon Resource Centre: <https://my.axon.com>

Telephone:

US & Canada: 800-978-2737

UK: +44 (0)1327 709 666

Email:

UK: uksupport@axon.com

Germany: support-dach@axon.com

Rest of EMEA: customerservice@axon.com or support@axon.com



Service Offerings Agreement

Incident Classifications and Response Times

Incident Classification	Description	Targeted Response Time	Targeted Resolution Time	Customer Response Commitment
Severity 1	- Business critical function is down - Material impact to Customer's business - No Workaround exists	Less than 1 hour	Less than 24 hours	Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
Severity 2	- Business critical function is impaired or degraded - There are time-sensitive issues that materially impact ongoing production - Workaround exists, but it is only temporary	1 Business Day	Less than 2 weeks	Customer shall remain accessible by phone or other electronic means for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
Severity 3	- Non-critical function down or impaired - Does not have significant current production impact - Performance is degraded	1 Business Day	Mutually agreed timeframe based on prioritization	

For Customers with 4 levels of Incident classification such as Critical, High, Medium and Low, Axon will recognize this and will consider the two highest categories as "Severity 1". For example: Critical and High would be classed as a "Severity 1" Incident and managed accordingly.

Severity Level Determination

Customer shall reasonably self-diagnose each Incident and recommend to Axon an appropriate severity level designation. Axon shall validate your severity level designation or notify you of a proposed change to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate severity level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the Incident support in accordance with Axon's severity level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.



Service Offerings Agreement

Escalation

Escalation Level	Description	Escalation	Targeted Response Time	Targeted Resolution Time
Tier 1	Basic technical or commercial issues - Non-time critical	None	Less than 6 hours	Less than 1 business day
Tier 2	Advanced technical or commercial issues - Non-time critical.	BoD / Country Manager	Less than 4 hours	Less than 1 business day
Tier 3	Technical or commercial issues - Time critical	Country Manager to Axon BoD/Support Team	Less than 2 hours	Less than 1 business day

Exclusions

This Customer Support Response Statement does not apply to any unavailability, suspension, or termination of the Service Offerings caused by all the exclusion events under Part 1 of this document, nor to services or hardware not within Axon's control. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered. Please see Part 3 for "Return of Merchandise Authorization".



Service Offerings Agreement

Part 3 – Return of Merchandise Authorization (RMA)

The *Axon Evidence Device Return Service* provides Customers with the ability to manage return merchandise authorization (RMA) requests within Axon Evidence.com. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered.

Targeted Replacement Time:

Axon aims to have replacement devices shipped to the Customer within 48 hours from receipt of the faulty device (excluding weekends or public holidays).

Exclusions

The Return of Merchandise Authorization does not apply to services or hardware not within Axon's control. Axon's customer support will provide detail on return times as soon as possible to the Customer's point of contact.

N.B. TASER products (conducted electrical devices) are not covered under the terms of this Return of Merchandise Authorization. Customers are requested to contact Customer support directly to report a faulty TASER device.

AXON CLOUD SERVICES PRIVACY POLICY

Last Updated: August 9th, 2021

*This Axon Cloud Services Privacy Policy (“**Policy**”) applies only to the information that Axon Enterprise, Inc. (“**Axon**”) collects and you or your employer (collectively, “**Customer**”) provide to Axon in connection with Customer’s use of Axon Cloud Services (as defined below). Axon’s marketing sites and other public websites are governed by the Axon Privacy Policy. Usage of Axon Citizen is governed by the Axon Citizen Privacy Policy.*

Unless otherwise provided in this Policy, this Policy is subject to the terms of the Master Services Purchasing Agreement, or other similar agreement, if any, between Axon and Customer (“**Agreement**”). To the extent this Policy contains terms and conditions that differ from those contained in the Agreement, the Agreement shall control. A concept or principle covered in this Policy shall apply and be incorporated into all other provisions of the Agreement in which the concept or principle is also applicable, notwithstanding the absence of any specific cross-reference thereto. All capitalized and defined terms referenced, but not defined, in this Policy shall have the meanings assigned to them in the Agreement.

Axon complies with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework (“Privacy Shield”) as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union, the United Kingdom, and Switzerland to the United States in reliance on Privacy Shield. Axon has certified to the U.S. Department of Commerce that it adheres to the Privacy Shield Principles with respect to such information. If any conflict exists between the terms of this Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>.

By using Axon Cloud Services, Customer acknowledges that Customer has read and understand this Policy and Customer agrees to be bound by its terms and conditions. Axon may occasionally update this Policy. When Axon posts changes, Axon will revise the "last updated" date at the top of this page. Customer’s continued use of

Axon Cloud Services will signify Customer's agreement and acceptance to any such changes.

Definitions

- **“Axon Cloud Services”** means Axon's web services hosted on evidence.com including **Axon Evidence**, **Axon Records**, and **Axon Dispatch**, and other related offerings, including, without limitation, interactions between Axon Cloud Services and Axon Products (as defined below).
- **“Axon Products”** means:
 - (1) Axon Cloud Services;
 - (2) devices sold by Axon (including, without limitation, conducted energy weapons, cameras, sensors, and docking systems) (collectively, **“Axon Devices”**);
 - (3) other software offered by Axon (including, without limitation, Axon Capture, Axon Evidence SYNC, Axon Device Manager, Axon View, Axon Interview, Axon Commander, Axon Uploader XT, and Axon View XL) (collectively, **“Axon Client Applications”**); and
 - (4) ancillary hardware, equipment, software, services, cloud-based services, documentation, and software maintenance releases and updates. Axon Products do not include any third-party applications, hardware, warranties, or the 'my.evidence.com' services.
- **“Customer Data”** means:
 - (1) “Customer Content”, which means data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including, without limitation, media or multimedia uploaded into Axon Cloud Services by Customer (“Evidence”); and
 - (2) “Non-Content Data”, which means:
 - (a) “Customer Entity and User Data”, which means Personal Data and non-Personal Data regarding Customer's Axon Cloud Services tenant configuration and users;
 - (b) “Customer Entity and User Service Interaction” Data which means data regarding Customer's interactions with Axon Cloud Services and Axon Client Applications;
 - (c) “Service Operations and Security Data”, which means data within service logs, metrics and events and vulnerability data, including, without limitation: (i) application, host, and infrastructure logs; (ii) Axon Device and Axon Client Application logs; (iii) service metrics and events logs; and (iv) web transaction logs;
 - (d) “Account Data”, which means information provided to Axon during sign-up, purchase, or administration of Axon Cloud

Services, including, without limitation, the name, address, phone number, and email address Customer provides, as well as aggregated usage information related to Customer's account and administrative data associated with the account; and (e) "Support Data", which means the information Axon collects when Customer contacts or engages Axon for support, including, without limitation, information about hardware, software, and other details gathered related to the support incident, such as contact or authentication information, chat session personalization, information about the condition of the machine and the application when the fault occurred and during diagnostics, system and registry data about software installations and hardware configurations, and error-tracking files.

For purposes of clarity, Customer Content does not include Non-Content Data, and Non-Content Data does not include Customer Content.

- **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data (as defined below).
- **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- **"Data Exporter"** means the Data Controller who transfers the Personal Data.
- **"Data Importer"** means the Data Processor who agrees to receive from the Data Exporter Personal Data intended for processing on Data Exporter's behalf after the transfer in accordance with the Agreement and who is not subject to a third country's system ensuring adequate protection with in the meaning of the General Data Protection Regulation (EU) 2016/679 of the European Parliament ("**GDPR**")
- **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- **"Processing"** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission,

- dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- **“Sub-processor”** means any processor engaged by the Data Importer or by any other sub-processor of the Data Importer who agrees to receive from the Data Importer or from any other sub-processor of the Data Importer Personal Data exclusively intended for processing activities to be carried out on behalf of the Data Exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract.

Axon's Role

Axon is a Data Processor of Customer Content. Customer controls and owns all right, title, and interest in and to Customer Content and Axon obtains no rights to the Customer Content. Customer is solely responsible for the uploading, sharing, withdrawal, management and deletion of Customer Content. Customer grants Axon limited access to Customer Content solely to provide and support Axon Cloud Services to and for Customer and Customer's end-users. Customer represents and warrants to Axon that: (1) Customer owns Customer Content; (2) and Customer Content, and Customer's end-users' use of Customer Content and Axon Cloud Services, does not violate this Policy or applicable data protection laws and regulations.

Axon may also collect, control, and process Non-Content Data. Axon is a Data Controller for Non-Content Data. Axon collects, controls, and processes Non-Content Data to provide Axon Cloud Services and to support the overall delivery of Axon Products including business, operational, and security purposes. With Non-Content Data, Axon may analyze and report anonymized and aggregated data to communicate with external and internal stakeholders. In regard to Customer Entity & User Data, Axon is a Data Controller and Customer is an independent Data Controller, not a joint Data Controller with Customer.

Data Collection and Processing Activities

CUSTOMER CONTENT

Axon will only use Customer Content to provide Customer Axon Cloud Services. Axon will not use Customer Content for any advertising or similar commercial purposes.

Axon periodically upgrades or changes Axon Cloud Services to provide customers with new features and enhancements in alignment with the Axon Evidence Maintenance Schedule. Axon communicates such upgrades or changes to customers one week prior to release via mechanisms outlined in the Maintenance Schedule. Changes to Axon Cloud Services may increase the capabilities of the service and ways in which Customer Content can be processed.

NON-CONTENT DATA

Non-Content Data includes data, configuration, and usage information about customer's Axon Cloud Services tenant, Axon Devices, Axon Client Applications, and users that is transmitted or generated when using Axon Products. Non-Content Data includes the following:

Customer Entity And User Data

Customer Entity and User Data includes personal and non-personal data regarding Customer's Axon Cloud Services tenant configuration and users. Axon uses Customer Entity and User Data to: (1) provide Axon Cloud Services, including, without limitation, user authentication and authorization functionality; (2) improve the quality of Axon Products or provide enhanced functionality and features; (3) contact Customer to provide information about its account, tenant, subscriptions, billing, and updates to Axon Cloud Services, including, without limitation, information about new features, security and other technical issues; and (4) market our products or services to Customer via email, by sending promotional communication including targeted advertisements, or presenting a Customer with relevant offers.

Customer cannot unsubscribe from non-promotional communications but may unsubscribe from promotional communications at any time.

Customer Entity and User Service Interaction Data

Customer Entity and User Service Interaction Data includes data regarding Customers' interactions with Axon Cloud Services and Axon Client Applications. Axon uses Customer Entity and User Service Interaction Data to improve the quality of Axon Products and provide enhanced functionality and features.

Service Operations and Security Data

Axon uses Service Operations and Security Data to provide service operations and monitoring.

Account Data

Axon uses Account Data to provide Axon Cloud Services, manage Customer's accounts, market to, and communicate with Customer. Customer may unsubscribe from promotional communications at any time.

Support Data

Axon uses Support Data to resolve Customer's support incident, and to operate, improve, and personalize Axon Products. If Customer shares Customer Content to Axon in a support scenario, the Customer Content will be treated as Support Data but will only be used for resolving support incidents. Axon currently does not possess the capability to automatically delete Support Data from our support ticketing system. However, Axon is able to delete tickets that includes Support Data upon Agency's data deletion request via email to customerservice@axon.com. Legal restrictions may prevent Axon from deleting certain data temporarily.

Axon may provide support through phone, email, or online chat. With Customer's permission, Axon may use Guest Access ("GA") to temporarily navigate Customer's Axon Cloud Service's tenant to view data in order to resolve a support incident. Phone conversations, online chat sessions, or GA sessions with Axon support professionals may be recorded and/or monitored.

Server and Data Location

CUSTOMER CONTENT

Axon offers Axon Cloud Services in numerous geographic regions. Before creating an account in Axon Cloud Services, Customer determines where Axon will store Customer Content by designating an economic area.

REGION CODE	ECONOMIC AREA	3RD PARTY INFRASTRUCTURE SUB-PROCESSORS	DATA CENTER LOCATION(S)
AU	Southeast Asia	Microsoft Azure	Canberra, ACT
LA	South America	Microsoft Azure	Sao Paulo, Brazil & Texas, United States
CA	Canada	Microsoft Azure	Toronto, ON & Quebec City, QC
EU	European Union	Amazon Web Services	Ireland <i>*Starting Q2 2021, new customers will not be added to this region</i>
EUR	European Union	Microsoft Azure	Netherlands, Ireland
UK	United Kingdom	Microsoft Azure and Amazon Web Services	London, England & Cardiff, Wales
US	United States	Microsoft Azure and Amazon Web Services	Texas & Virginia, United States
US	United States (Federal Region)	Microsoft Azure	Texas & Virginia, United States
ENT	Global	Microsoft Azure	Washington & Wyoming, United States

Axon ensures that all Customer Content in Axon Cloud Services remains within the selected economic area, including, without limitation, all backup data, replication sites, and disaster recovery sites. Customer selected economic areas can be determined through review of Customer's Axon Cloud Services URL. Customer URLs conform to the <youragency>.<regioncode>.evidence.com scheme with the exception of US customers where the scheme may exclude the region code and is <youragency>.evidence.com. US Federal customers conform to the scheme <youragency>.us.evidence.com

NON-CONTENT DATA

Customer Entity and User Data

Customer Entity and User Data is located in Customer's selected economic area for Customer Content. Customer Entity and User Data may be copied or transferred to the United States.

Customer Entity and User Service Interaction Data

Customer Entity and User Service Interaction Data is located in Customer's selected economic area for Customer Content and the United States.

Service Operations and Security Data

Service Operations and Security Data is located in Customer's selected economic area for Customer Content and the United States.

Account Data and Support Data

Account and Support data is located in the United States and may be located in Customer's selected economic area for Customer Content.

Information Sharing

Axon may transfer data with its direct and indirect subsidiaries and Sub-processors, including, without limitation, service providers and other partners to support the overall delivery of Axon Products as described in "Data Collection and Processing Activities" section of this Policy.

Axon exercises commercially reasonable efforts in connection with contractual obligations to ensure its Sub-processors are compliant with all applicable data protection laws and regulations surrounding the Sub-processors access and scope of work in connection with Customer Content.

Customer consents to the transfer of Customer Content to Axon's Sub-processors for the purpose of storing Customer Content. Such Sub-processors responsible for storing Customer Content are contracted by Axon for data storage services. Ownership of Customer Content remains with Customer.

Axon may hire Sub-processors to provide or enhance Axon Products on its behalf. Axon will only permit any such Sub-processors to obtain Customer Content from Axon Cloud Services to deliver services to Axon and will be prohibited from using Customer Content for any other purpose. Axon may engage new Sub-processors. Axon will give Customer notice (by updating the website) of any new Sub-processor.

Prior to onboarding Sub-processors, Axon conducts an audit of the security and privacy practices of Sub-processors to ensure Sub-processors provide a level of security and privacy appropriate to its access to data and scope of services.

Under Privacy Shield's "Onward Transfer Principle", Axon remains responsible for personal data that may be shared with Axon's Sub-processors.

Customer can transfer data from Axon Cloud Services to third parties. Customer must ensure data sharing agreements are in place with third parties to protect data throughout its lifecycle.

Axon Sub-Processors

Understand the server locations, data processed, and functions performed. Axon maintains an up-to-date list of the names and locations of all Sub-processors. This list is below.

If you are a current Axon Cloud Services customer with a data processing agreement in place with Axon, you may subscribe to receive notifications of a new Sub-processor(s) before Axon authorizes any new Sub-processor to process personal data in connection with the provision of your service.

You can subscribe to receive email notifications for changes to Axon Cloud Services Sub-processor(s) by submitting a request [here](#).

For a complete list of Axon Sub-Processors, click [here](#).

TELECOMMUNICATION SUB-PROCESSORS

Axon Body 3 includes embedded cellular technologies used to connect to telecommunication networks in order to provide connectivity between Axon Body 3 and Axon Cloud Services. Cellular technologies enable Axon Aware services. Customer's Axon Body 3 cameras will send data to the respective Axon Cloud Services region selected telecommunications providers as needed to enable cellular connectivity. Data includes Personal Data, such as location data. For Axon Body 3, Axon manages all cellular registration and account management associated to the cellular subscription. Personal Data of Customers is not collected by Axon or telecommunications providers for the purposes of cellular account management.

Outlined below is the telecommunication sub-processors. In regions where there are more than one telecommunication sub-processor, Axon will manage customers' Axon Body 3 cellular registration.

REGION CODE	ECONOMIC AREA	TELECOMMUNICATION SUB-PROCESSORS
AU	Southeast Asia	Telstra
LA	South America	TBD / TBA
CA	Canada	Telus
EU/EUR	European Union	T-Systems
UK	United Kingdom	BTEE
US	United States	Verizon and AT&T (FirstNet)
US	United States (Federal Region)	Verizon and AT&T (FirstNet)
ENT	Global	Verizon and AT&T (FirstNet)

Customer URLs conform to the *<youragency>.<regioncode>.evidence.com* scheme with the exception of US customers where the scheme may exclude the region code and is *<youragency>.evidence.com*. US Federal customers conform to the scheme *<youragency>.us.evidence.com*

Required Disclosures

Axon will not disclose Customer Content except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Content so Customer may file an objection with the court or administrative body.

Customer's Access and Choice

Customer Content

Customer can access Customer's tenant to manage Customer Content.

Non-Content Data

Within the scope of Axon's authorization to do so, and in accordance with Axon's commitment under the Privacy Shield, Axon will work with Customers to provide access to Personal Data about Customer that Axon or Sub-processors holds. Axon will also take reasonable steps to enable Customers to correct, amend, or delete Personal Data that is demonstrated to be inaccurate.

If at any time after registering an account on Axon Cloud Services you desire to update Personal Data you have shared with us, change your mind about sharing Personal Data with us, desire to cancel your Customer account, or request that Axon no longer use provided Personal Data to provide you services, please contact us at privacy@axon.com. We will retain and use Personal Data for as long as needed to provide you services, comply with our legal obligations, resolve disputes, and enforce our agreements.

Certain data processing is determined by Customer based on Axon Product usage, Customer network or device configuration, and administrative settings made available with Axon Cloud Services or Axon Client Applications:

Axon Body 3 WiFi Positioning

Axon Body 3 cameras offer customers a feature to enhance location services where GPS/GNSS signals may not be available, for instance within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. When WiFi Positioning is enabled, Non-Content and Personal Data including location, device and network information data will be sent to Skyhook Holdings, Inc (Skyhook) to facilitate the WiFi Positioning functionality. Skyhook will act as both a data sub-processor (as reflected in this policy) and as a data controller. Skyhook becomes a data sub-processor for Axon when Skyhook processes data from Axon Body 3 devices to determine a location. Skyhook acts a data controller when it collects data sent from Axon Body 3 cameras to maintain their services and to develop new products, services or datasets. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the [Skyhook Services Privacy Policy](#).

Client Push Notifications

Axon Products leverage push notification services made available by mobile operating system providers (i.e. Google's Cloud Messaging and Apple's Push Notification Service to deliver functional notifications to client applications. Push notification services can be managed by leveraging notification settings made available in both mobile applications and the mobile operating system.

User Analytics

Customers can opt-out of user analytics tracking on Axon Cloud Services by disabling cookies or preventing Customer's browser or device from accepting new cookies. To prevent data from being collected by Mixpanel, network or device access to *.mixpanel.com should be blocked

Service Support

Mobile client application crash analytics are used provide Axon personnel insight to crashes when using Axon client applications. To opt out of crash reporting, network or device access to *.crashlytics.com should be blocked.

Geolocation Services

Geolocation services are critical to proper user functionality of many of Axon products. However, customers can chose to opt out of mapping and geolocation functionality by blocking network or device access to *.mapbox.com and *.arcgisonline.com

Data Security Measures

Axon is committed to help protect the security of Customer Data. Axon has established and implemented policies, programs, and procedures that are commercially reasonable and in compliance with applicable industry practices, including administrative, technical and physical safeguards to protect the confidentiality, integrity and security of Customer Content and Non-Content Data against unauthorized access, use, modification, disclosure or other misuse.

Axon will take appropriate steps to ensure compliance with the data security measures by its employees, contractors and Sub-processors, to the extent applicable to the respective scope of performance.

CONFIDENTIALITY

Customer Content and Non-Content Data is encrypted in transit over public networks. Customer Content is encrypted at rest in all Axon Cloud Service regions.

Axon protects all Customer Content and Non-Content Data with strong logical access control mechanisms to ensure only users with appropriate business needs have access

to data. Third-party specialized security firms periodically validate access control mechanisms. Access control lists are reviewed periodically by Axon.

INTEGRITY

As Evidence is ingested into Axon Cloud Services, a Secure Hash Algorithm (“SHA”) checksum is generated on the upload device and again upon ingestion into Axon Cloud Services. If the SHA checksum does not match, the upload will be reinitiated. Once upload of Evidence is successful, the SHA checksum is retained by Axon Cloud Services and is made viewable by users with access to the Evidence audit trail for the specific piece of Evidence. Tamper-proof audit trails are created automatically by Axon Cloud Services upon ingestion of any Evidence.

AVAILABILITY

Axon takes a comprehensive approach to ensure the availability of Axon Cloud Services. Axon replicates Customer Content over multiple systems to help to protect against accidental destruction or loss. Axon Cloud Services systems are designed to minimize single points of failure. Axon has designed and regularly plans and tests its business continuity planning and disaster recovery programs.

ISOLATION

Axon logically isolates Customer Content. Customer Content for an authenticated customer will not be displayed to another customer (unless Customers explicitly create a sharing relationship between their tenants or shared data between themselves). Centralized authentication systems are used across an Axon Cloud Service region to increase uniform data security.

Additional role-based access control is leveraged within Customer’s Axon Cloud Service tenant to define what users can interact with or access Customer Content. Customer solely manages the role based access control mechanisms within its Axon Cloud Services tenant.

Within the Axon Cloud Services supporting infrastructure, access is granted based on the principle of least privilege. All access must be approved by system owners and undergo at least quarterly user access reviews. Any shared computing or networking resource will undergo extensive hardening and is validated periodically to ensure appropriate isolation of Customer Content.

Non-Content Data is logically isolated within information systems such that only appropriate Axon personnel have access.

PERSONNEL

Axon personnel are required to conduct themselves in a manner consistent with applicable law, the company's guidelines regarding confidentiality, business ethics, acceptable usage, and professional standards. Axon personnel must complete security training upon hire in addition to annual and role-specific security training.

Axon personnel undergo an extensive background check process to the extent legally permissible and in accordance with applicable local labor laws and statutory regulations. Axon personnel supporting Axon Cloud Services are subject to additional role-specific security clearances or adjudication processes, including Criminal Justice Information Services background screening and national security clearances and vetting.

Data Breach

NOTIFICATION

If Axon becomes aware that Customer Data has been accessed, disclosed, altered, or destroyed by an unlawful or unauthorized party, Axon will notify relevant authorities and affected customers.

Within 48 hours of an incident confirmation, Axon will notify Customer administrators registered on Axon Cloud Services. Authorities will be notified through Axon's established channels and timelines. The notification will reasonably explain known facts, actions that have been taken, and make commitments regarding subsequent updates. Additional details are available in the [Axon Cloud Services Security Incident Handling and Response Statement](#).

Data Portability, Migration, and

Transfer Back Assistance

DATA PORTABILITY

Evidence uploaded to Axon Cloud Services is retained in original format. Evidence may be retrieved and downloaded by Customer from Axon Cloud Services to move data to an alternative information system. Evidence audit trails and system reports may also be downloaded in various industry-standard, non-proprietary formats.

DATA MIGRATION

In the event Customer's access to Axon Cloud Services is terminated, Axon will not delete any Customer Content during the 90 days following termination. During this 90-day period, Customer may retrieve Customer Content only if Customer has paid all amounts due (there will be no application functionality of the Axon Cloud Services during this 90-day period other than the ability for Customer to retrieve Customer Content). Customer will not incur any additional fees if Customer downloads Customer Content from Axon Cloud Services during this 90-day period. Axon has no obligation to maintain or provide any Customer Content after the 90-day period and thereafter, unless legally prohibited, may delete Customer Content upon termination as part of normal retention and data management instructions from customers. Upon written request, Axon will provide written proof that all Customer Content has been successfully deleted and removed from Axon Cloud Services.

POST-TERMINATION ASSISTANCE

Axon will provide Customer with the same post-termination data retrieval assistance that is generally made available to all customers. Requests for additional assistance to Customer in downloading or transferring Content will result in additional fees and Axon cannot warrant or guarantee data integrity or readability in the external systems.

Data Retention, Restitution, and Deletion

Axon maintains internal disaster recovery and data retention policies in accordance with applicable laws and regulations. The disaster recovery plan relates to Axon's data and extends to Axon Cloud Services and Customer Content stored within. Axon's data retention policies relate to Axon's Non-Content data. Axon's data retention policies instruct for the secure disposal of Non-Content Data when such data is no longer necessary for the delivery and support of Axon product and services and in accordance with applicable regulations. As outlined below, Customer is responsible for adhering to its own retention policies and procedures.

Evidence Retention

Customer defines Evidence retention periods pursuant to Customer's internal retention policies and procedures. Customer can establish its retention policies within Axon Cloud Services. Therefore, customer controls the retention and deletion of its Evidence within Axon Cloud Services. Axon Cloud Services can automate weekly messages summarizing upcoming agency-wide deletions to all customer Axon Cloud Services administrators. Customer users can receive a weekly message regarding Evidence uploaded within their user account to protect against accidental deletions. Customer can recover Evidence up to 7 days after Customer queues such Evidence for deletion. After this 7-day grace period, Axon Cloud Services initiates deletion of Evidence. Data deletion processing may occur asynchronously across storage systems and data centers. During and after data deletion processing, Evidence will not be recovered or recoverable by any party.

Accountability

As outlined herein, Axon is committed to maintaining compliance with relevant security and privacy standards to ensure the continued security, availability, integrity, confidentiality, and privacy of Axon Cloud Services and Customer Data stored within.

In addition to the security efforts outlined herein, Axon will maintain its ISO/IEC 27001:2013 certification or comparable assurances for Axon Cloud Services. Customers may review the certificate.

Social Media Publishing

Axon provides social media features that enable Customer's and their end users ("Users") to share Customer Content directly from the Evidence Detail page in Axon Evidence to social media websites ("Publish to Social Media Feature"). For example: when a User uploads a video directly to YouTube from Axon Evidence. This may include Customer Content such as video, audio, images or other types of media or multimedia; and the title, description and tags associated with those media. Customer Axon Evidence administrators can manage the enablement of this feature, for all Users, within the administrative functions of Axon Evidence. The use of this feature by Users may result in the collection or sharing of information about them, depending on the feature. The privacy and security practices of the social media website is not covered by this Policy, and Axon is not responsible for, or makes attestations regarding, their privacy or security practices. When Users enable the Publish to Social Media Feature, and/or publish content to a social media website using this feature, they acknowledge and agree to be bound by the terms of service and privacy policy(s), if applicable, of the social media website in which the Customer Content is published to. Axon encourages Users to review the terms of service and privacy policy(s) of the social media website, to make sure they understand the data that may be collected, used, and shared by the website.

- **Google LLC, (YouTube API Services):** Axon uses YouTube's API services in connection with our Publish to Social Media Feature. When Users link, connect, or login ("Connect") their Google account(s) with Axon Evidence, they are agreeing to be bound by the YouTube Terms of Service (<https://www.youtube.com/t/terms>). In addition, they are directing Google to send Axon data as controlled by Google or as authorized by the User via their privacy settings at Google. Through YouTube's API services, Axon only accesses, collects, and stores a token which Axon uses to Connect the associated Google account(s) with Axon Evidence. The token is only used to enable a user to upload a video to YouTube and is not shared with external parties. Axon does not obtain or store the associated Google account(s) login credentials, through YouTube's API

services.

Google has settings that list which apps can connect to a Google account(s). When Users Connect an associated Google account(s) to Axon Evidence, Axon Evidence gets authorized in these settings as a connected site or app. If Users remove Axon Evidence from these settings, its access to the account is revoked. Users may revoke this access at any time by following the instructions here: <https://help.axon.com/hc/en-us/articles/360052689392-Removing-Axon-Evidence-Access-to-Your-YouTube-Account>. Revoking Axon Evidence access will prevent Users from publishing videos to YouTube from Axon Evidence.

Axon encourages Users to review YouTube's Terms of Service (<https://www.youtube.com/t/terms>) and Google's Privacy Policy (<http://www.google.com/policies/privacy>) to make sure they understand the data that may be collected, used, and shared by Google.

Insurance

Axon will maintain, during the term of the Agreement, a cyber-insurance policy and will furnish certificates of insurance following Customer's written request.

How to Contact Us

Axon commits to resolve complaints about Customer privacy and use of Axon Products. Complaints surrounding this Policy can be directed to Customer's local Axon representative or privacy@axon.com. If Customer has any questions or concerns regarding privacy and security of Customer Content or Axon's handling of Customer's Personal Data under Privacy Shield, please contact privacy@axon.com.

If Customer is an EU citizen and we are unable to satisfactorily resolve any complaint relating to the Privacy Shield, or if Axon fails to acknowledge Customer's complaint in a timely fashion, Customer can contact the relevant [EU Data Protection Authorities \(DPAs\)](#) or the [Swiss Federal Data Protection and Information Commissioner \(FDPIC\)](#). In certain circumstances, the Privacy Shield provides the right to invoke binding arbitration to resolve complaints not resolved by other means, as described in [Annex I to the Privacy Shield Principles](#) in each of the Privacy Shield Frameworks. Axon is

subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission.

CITY OF BETHEL, ALASKA

ORDINANCE 24-16

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE 4.04.080, BUDGET CONTROL, TO ELIMINATE THE \$12,500 INTRADEPARTMENTAL LINE-ITEM TRANSFER THRESHOLD

WHEREAS, Bethel Municipal Code 4.04.080 currently requires that intradepartmental transfers from one line item to another in a department's budget (excluding personnel) may not exceed \$12,500 without Council approval;

WHEREAS, it is more efficient for municipal operations, and does not adversely impact the finances of the City, if intradepartmental line-item transfers can be made with City Manager approval as long as there are sufficient funds in the total budgeted expenditures of the department (excluding personnel).

NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA,

Section 1. Classification. This ordinance is permanent in nature and shall be placed in the Bethel Municipal Code.

Section 2. Amendment. Bethel Municipal Code 4.04.080 is amended, old language is stricken, and new language is underlined.

4.04.080. Budget -- Control.

Budgetary control is exercised at the departmental level. The city manager may approve intradepartmental transfers of appropriated funds not directed to personnel services and only to the extent such transfers do not exceed **the total budgeted expenditures of the department, excluding personnel.** ~~twelve thousand five hundred dollars (\$12,500).~~ Any supplemental appropriations that amend the total budgeted expenditures of any department and all interdepartmental transfers of appropriated funds shall be by ordinance. The request for any supplemental appropriation shall be submitted to the council as soon as the city manager becomes aware that the total expenditure for any line item has exceeded or is planned to exceed

Introduced by:
Introduction Date:
Public Hearing Date:
Action:

the total budgeted expenditures of the department, excluding personnel. the budgeted expenditure for that line item by twelve thousand five hundred dollars (\$12,500). The city manager must notify council of any line item transfer within a department in an amount equal to or greater than five thousand dollars (\$5,000), but less than twelve thousand five hundred dollars (\$12,500).

SECTION 3. Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.

ENACTED THIS _____ DAY OF _____ 2024, BY A VOTE OF _____ IN FAVOR AND _____ OPPOSED.

ATTEST:

Rose Henderson, Mayor

Kevin Morgan, Acting City Clerk

Introduced by: City Manager Strickler
Introduction Date: December 19, 2024
Public Hearing: January 14, 2025
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #24-17

AN ORDINANCE BY THE BETHEL CITY COUNCIL ESTABLISHING A PAY GRADE, JOB TITLES, AND COMPENSATION PLAN FOR NON-UNION-REPRESENTED CITY EMPLOYEES

- WHEREAS ,** the City recognizes the importance of having an equitable and competitive compensation package to attract and retain highly qualified leaders, and which reflects the complexity, responsibility, and impact of executive roles;
- WHEREAS ,** after evaluating the responsibilities of key leadership positions, Administration is requesting an amendment to the Pay Grade Classification Plan;
- WHEREAS ,** the roles of Director of Finance, Director of Public Safety, and Director of Public Works require specialized expertise, certifications, and a high degree of responsibility in managing critical infrastructure, finances, and technical operations;
- WHEREAS ,** a market analysis indicates that compensation adjustments are necessary to align the salaries of these positions with regional and industry standards for similar roles;
- WHEREAS ,** the positions of City Clerk, City Planner, and Human Resources Director remain critical to the City's operations, and their existing pay classifications remain competitive and appropriate for their respective duties;

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, that the following schedule of Pay Grades, Job Titles, and Compensation Plan be used to classify and compensate non-union-represented City employees.

Section 1. Classification. This ordinance is not permanent in nature and shall not be placed in the Bethel Municipal Code.

Introduced by: City Manager Strickler
Introduction Date: December 19, 2024
Public Hearing: January 14, 2025
Action:
Vote:

Section 2. Adoption. The Bethel City Council amends Bethel Municipal Code 3.12.070 Administration and Maintenance of the Classification Plans. New language is underlined, old language is stricken.

3.12.070 Classification Plan

Pay Grade/Job Title
M1
Assistant Finance Director Deputy City Clerk
M2
City Clerk City Planner Director Finance <u>Deputy Director of Public Safety</u> <u>Deputy Finance Director</u> Director Human Resources Director Information Technology Services <u>Director of Parks and Recreation</u> Director Public Works Fire Chief Police Chief
M3
City Attorney Director of Finance <u>Director of Public Safety</u> <u>Director of Public Works</u>
M4
City Manager

Section 3 Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.

ENACTED THIS 14th DAY OF JANUARY 2025, BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

ATTEST:

Rose Henderson, Mayor

Lori Strickler, City Clerk



JOB DESCRIPTION

JOB TITLE:	Director Public Safety	FLSA:	Exempt
DEPARTMENT:	Public Safety	GRADE:	
REPORTS TO:	City Manager	DATE:	10/24/2024

SUMMARY:

Administers a comprehensive Public Safety function for the City, including law enforcement, fire protection and prevention, emergency medical and rescue response, community service patrol and 911 service dispatch. Serves as a board member of the State of Alaska “High Intensity Drug Trafficking Areas” and an ex-officio member of the City of Bethel Public Safety and Transportation Commission.

ESSENTIAL FUNCTIONS:

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

- Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the department.
 - Ensures department’s activities are in compliance with applicable regulations and requirements; works closely with the Alaska Police Standards Council and the Alaska Fire Standards Council; monitors developments and legislation related to departmental matters, evaluates their impact upon City operations, recommends, and implements policy and procedural improvement.
 - Develops, prepares, and oversees the capital and operating budgets’ preparation and administration of the department’s budgets.
 - Performs as the City’s emergency management coordinator; directs the preparation and update of the City’s Emergency Response Plan. Supervises major emergencies, critical incidents, tactical situations and post-emergency investigations; responds to major incident scenes and takes command when appropriate; deconflicts responsibilities and functions in multi-unit or agency responses.
 - Serves as Chief within the operational hierarchy.
 - Reviews, corrects and closes police and or fire cause investigations and reports as required; oversees fire code and ordinance enforcement; assists the State Fire Marshal’s officer with inspections and investigation as necessary.
 - Reviews criminal cases and assignments, incident responses, and 911 communications; identifies policy and compliance issues and proposes solutions.
 - Represents the City in meetings with representatives of governmental agencies, professional and business organizations, employee organizations, and the public.
-

JOB DESCRIPTION**Director Community Parks and Recreation**

- Represents the Department and City at court hearings; prepares reports requested and subpoenaed by the courts; testifies in court cases.
- Directs collection, preparation, and handling of evidence and personal property of prisoners.
- Recruits, interviews and recommends the selection of staff; analyzes staff training needs and provides for their training and professional development; ensures effective morale, productivity and discipline of department staff.
- Serves as City Manager's backup upon activation of the Emergency Operations Center.
- Serves as Transportation Inspector and performs duties as outlined in the Bethel Municipal Code in support of the program.
- Presents education and information programs through community and school awareness projects; teaches and counsels those within the community on public safety and victim's rights' activities, programs and referral resources.
- Assists and coordinates with Federal, state and local law enforcement and emergency services organizations, other City departments, and community stakeholders
- Promotes and supports the overall mission of the City by demonstrating courteous and cooperative behavior when interacting with public and staff; acts in a manner that promotes a harmonious and effective workplace environment.
- Purchases necessary supplies in accordance with Bethel Municipal Code and state statutes.
- Performs strategic and long-range planning for department growth.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

Bachelor's degree in criminal justice, business or public administration or a related field; AND six (6) years' of police command experience; OR an equivalent combination of education, training and experience.

Required Certificates, Licenses, and Registrations:

Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.

- Driver's License.
- Certified as a Police Officer by the State of Alaska Police Standards Council.

Required Knowledge and Skills**Required Knowledge:**

- Concepts, principles and practices of law enforcement management, rules of evidence, techniques and procedures, criminal and traffic codes.
- Criminal justice and court systems, protocols and procedures in the State of Alaska.
- Administrative principles and practices, including goal setting, program development, implementation and evaluation, and the management of employees through multiple levels of supervision.
- Principles and practices of budget development and administration.
- Principles and procedures related to contract and grant management procedures.
- Investigative and interrogative procedures and techniques.
- Current trends in strategy and tactics for management and deployment of personnel and equipment in emergency response.
- Principles and practices of developing teams, motivating employees and managing in a team

environment.

- Applicable laws, codes and regulations.
- Records management principles and practices, to include financial information.
- Computer applications and systems related to the work.
- Correct business English, including spelling, grammar and punctuation.

Required Skills:

- Planning, organizing and managing comprehensive and varied public safety and emergency response functions.
- Effective and efficient management of programs and staff.
- Training others in policies and procedures related to the work.
- Developing and implementing goals, objectives, policies, procedures and work standards.
- Assuming command-level responsibilities and making appropriate decisions, while assuring compliance with governing laws, policies and procedures.
- Establishing and maintaining cooperative working relationships with law enforcement, fire, criminal justice and other stakeholder agencies.
- Assessing and prioritizing multiple tasks and projects, delegating, and assessing appropriate levels of oversight.
- Interpreting, analyzing, and developing solutions related to complex public safety and emergency management issues.
- Safely using and maintaining competency with a variety of firearms and specialized law enforcement equipment.
- Exercising controlled discretion and communications; ability to mediate difficult situations.
- Effectively communicating with and responding to inquiries from management, citizens, law enforcement, emergency response and related agencies.
- Maintaining accurate records and files.
- Preparing clear and concise reports, correspondence and other written materials.
- Using initiative and independent judgment within established procedural guidelines.
- Using tact, discretion and prudence in working with those contacted in the course of the work.
- Performing effective oral presentations to large and small groups.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.
- Establishing and maintaining effective working relationships with a variety of individuals contacted in the course of the work.

PHYSICAL/MENTAL REQUIREMENTS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in an office setting, use standard office equipment and stamina to sit, stand, walk for extended periods of time; agility to traverse uneven terrain; strength to lift and carry up to 50 pounds; vision to read printed materials and computer screens; and hearing and speech to communicate in person or over the telephone.

WORKING ENVIRONMENT:

Work is performed in an office and field setting.

Travel required to locations throughout the City; exposure to adverse environmental conditions, bio-hazards, and life-threatening conditions.



JOB DESCRIPTION

JOB TITLE:	Deputy Director Public Safety	FLSA:	Exempt
DEPARTMENT:	Public Safety	GRADE:	
REPORTS TO:	Director Public Safety	DATE:	10/24/2024

SUMMARY:

The Deputy performs professional level work assisting the Director in meeting the Department's functions and goals. Under the supervision of the Public Safety Director, the Deputy oversees the administrative functions of the department, to include budget, resource allocation, compliance and personnel training and development.

ESSENTIAL FUNCTIONS:

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

- Assists the Director in the development of goals, objectives, policies, procedures and work standards for the department; contributes to strategic and long-range planning for department growth.
- Coordinates the preparation of reports, grants, and other operational documents.
- Assists the Director in ensuring the department's activities are in compliance with applicable regulations and requirements; monitors developments and legislation related to departmental matters, evaluates their impact upon City operations, recommends policy and procedural improvement.
- Contributes to the preparation of the department's various operating budgets'; assists with budget administration; purchases necessary supplies in accordance with the budget, Bethel Municipal Code and state statutes.
- Develops and maintains collaborative relationships with representatives of governmental agencies, professional and business organizations, employee organizations, and the public.
- Presents education and information programs through community and school awareness projects; teaches and counsels those within the community on public safety and victim's rights' activities, programs and referral resources.
- Assists with the recruitment, training and professional development of staff.
- Promotes and supports the overall mission of the City by demonstrating courteous and cooperative behavior when interacting with public and staff; acts in a manner that promotes a harmonious and effective workplace environment.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

Bachelor's degree in criminal justice, business or public administration or a related field; AND two (2) years' of experience administering public safety operations; OR an equivalent combination of education, training and experience.

Required Certificates, Licenses, and Registrations:

Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.

- Driver's License.
- Ability to obtain clearance from the Alaska Public Safety Information Network (APSIN)

Required Knowledge and Skills**Required Knowledge:**

- Administrative principles and practices, including goal setting, program development, implementation and evaluation.
- Principles and practices related to the development and administration of budgets and grants.
- Principles and procedures related to contract and grant management procedures.
- Principles and practices of developing teams, motivating employees and managing in a team environment.
- Applicable laws, codes and regulations.
- Records management principles and practices, to include financial information.
- Computer applications and systems related to the work.
- Correct business English, including spelling, grammar and punctuation.

Required Skills:

- Planning, organizing and managing comprehensive and varied public safety functions.
- Effective and efficient management of programs and staff.
- Training others in policies and procedures related to the work.
- Developing and implementing goals, objectives, policies, procedures and work standards.
- Assessing and prioritizing multiple tasks and projects, delegating, and assessing appropriate levels of oversight.
- Interpreting, analyzing, and developing solutions related to complex public safety and emergency management issues.
- Effectively communicating with and responding to inquiries from management, citizens, law enforcement, emergency response and related agencies.
- Maintaining accurate records and files.
- Preparing clear and concise reports, correspondence and other written materials.
- Using initiative and independent judgment within established procedural guidelines.
- Performing effective oral presentations to large and small groups.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.
- Establishing and maintaining effective working relationships with a variety of individuals contacted in the course of the work.

PHYSICAL/MENTAL REQUIREMENTS:

JOB DESCRIPTION**Director Community Parks and Recreation**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in an office setting, use standard office equipment and stamina to sit, stand, walk for extended periods of time; vision to read printed materials and computer screens; and hearing and speech to communicate in person or over the telephone.

WORKING ENVIRONMENT:

Work is performed in an office setting; travel required to locations throughout the City.



JOB DESCRIPTION

JOB TITLE:	Director Community Parks & Recreation	FLSA:	Exempt
DEPARTMENT:	Community Parks & Recreation	GRADE:	
REPORTS TO:	City Manager	DATE:	

SUMMARY:

Plans, organizes and administers indoor and outdoor recreation programs and activities that meet the needs of residents, including the maintenance of all recreation facilities and properties.

ESSENTIAL FUNCTIONS:

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

- Develops and directs the implementation of goals, objectives, policies.
- Supervises the daily operation of the Yukon Kuskokwim Fitness and Community Center, outdoor playgrounds, and other City-managed recreational spaces, to include programming and scheduling.
- Develops organizational structures for all seasonal staff and volunteers to meet department and program goals.
- Recruits, interviews and recommends the selection of staff; analyzes staff training needs and provides for their training and professional development.
- Develops, prepares, and oversees the Community Park & Recreation Department capital and operating budgets. Directs the expenditures of same.
- Oversees the collection and accounting of user fees.
- Maintains all reports and records including revolving accounts and enterprise funds for programs, areas, facilities and services.
- Purchases necessary supplies in accordance with Bethel Municipal Code and state statutes.
- Performs strategic and long-range planning for department growth.
- Assesses the performance of the Community Park & Recreation Department in relation to established goals and changing needs of the community.
- Serves as the primary staff/ex officio member for the Community Park & Recreation Committee.
- Directs and arranges the maintenance of recreation land in conjunction with the Department of Public Works.
- Encourages and maintains cooperative planning and working relationships with local and community groups, including organized sports groups, media, and other community stakeholders

ESSENTIAL FUNCTIONS: (continued)

- Promotes and supports the overall mission of the City by demonstrating courteous and cooperative behavior when interacting with public and staff; acts in a manner that promotes a harmonious and effective workplace environment.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

Bachelor's degree in recreation, physical education, or a closely related field; AND two (2) years' experience managing recreational programming; OR an equivalent combination of education, training and experience.

Required Certificates, Licenses, and Registrations:

Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.

- Driver's License.
- CPR and First Aid certification; OR completed within one year of hire.
- American Red Cross Lifeguard Certification; OR completed within one year of hire.

Required Knowledge and Skills**Required Knowledge:**

- Concepts, principles and practices of recreation programming.
- Operation and maintenance of recreation equipment, materials, tools and related resources.
- Administrative principles and practices, including goal setting, program development, implementation and evaluation, and the management of employees through multiple levels of supervision.
- Principles and practices of budget development and administration.
- Applicable laws, codes and regulations.
- Records management principles and practices, to include financial information.
- Computer applications related to the work.
- Correct business English, including spelling, grammar and punctuation.

Required Skills:

- Effective and efficient management of programs and staff.
- Training others in policies and procedures related to the work.
- Developing and implementing goals, objectives, policies, procedures and work standards.
- Maintaining accurate records and files.
- Preparing clear and concise reports, correspondence and other written materials.
- Using initiative and independent judgment within established procedural guidelines.
- Using tact, discretion and prudence in working with those contacted in the course of the work.
- Performing effective oral presentations to large and small groups.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.
- Establishing and maintaining effective working relationships with a variety of individuals contacted in the course of the work.

PHYSICAL/MENTAL REQUIREMENTS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in an office setting, use standard office equipment and stamina to sit for extended periods of time; strength to lift and carry up to 10 pounds; vision to read printed materials and computer screens; and hearing and speech to communicate in person or over the telephone.

WORKING ENVIRONMENT:

Work is performed in an office setting.

Travel required to locations throughout the City; exposure to adverse environmental conditions.

CITY OF BETHEL, ALASKA

Resolution 24-14

A RESOLUTION BY THE BETHEL CITY COUNCIL CONDITIONALLY PROTESTING THE RENEWAL OF A RESTAURANT OR EATING PLACE LICENSE FOR UCP49 LLC, DOING BUSINESS AS UNCOMMON PIZZA, LICENSE NO. 6027, 401 CHIEF EDDIE HOFFMAN HIGHWAY, BETHEL, ALASKA

WHEREAS, UCP49 LLC applied to the State of Alaska Alcohol Beverage Control Board to renew license no. 6027, restaurant eating place alcohol license;

WHEREAS, the City Clerk's Office received notice of the application on November 1, 2024;

WHEREAS, Alaska Statute 04.11.480, Protest, allows a local governing body to protest the issuance, renewal, or transfer of a license and requires such protest to be submitted to the Alcohol Beverage Control Board within 60 days from the date of notice;

WHEREAS, based on the above dates, the deadline for the City Council to protest the application is December 30, 2024;

WHEREAS, former AS 4.11.100(e), which was in effect during the review period, provided:

A license may be renewed under this section only if the license provides evidence to the board's satisfaction that gross receipts from the sale of food upon the licensed premises constitute no less than 50 percent of the gross receipts of the licensed premises for each of the two preceding calendar years;

WHEREAS, current AS 4.09.210 (e), which became effective on January 1, 2024 provides:

The holder of a restaurant or eating place license shall ensure that gross receipts from the sale of food for consumption on the licensed premises are not less than the total of the gross receipts from the sale of alcoholic beverages for consumption on the licensed premises in each calendar year. At the time the holder submits an application for renewal of the license, the holder shall submit a

Introduced by: Mayor Henderson
Date: December 19, 2024
Action:
Vote:

statement to the board certifying that the holder has met the requirement under this subsection for the designated period of the license under **AS 04.11.680**. The board may renew a restaurant or eating place license only if the licensee's statement provides evidence satisfactory to the board that, during the designated period of the license under **AS 04.11.680**, the gross receipts from the sale of food for consumption on the licensed premises were not less than the total of the gross receipts from the sale of alcoholic beverages for consumption on the licensed premises;

WHEREAS, the licensee's gross receipts from the sale of alcohol was greater than the gross receipts from the sale of food in 2023, which violates AS 4.11.100, the statute that expired December 31, 2023;

WHEREAS, the licensee has not provided evidence that for 2023 or 2024, the gross receipts of **food consumed on the licensed premises** is greater than the gross receipts for alcohol sales, which violates AS 4.09.210 (e), the statute that went into effect January 1, 2024;

WHEREAS, According to the filings with the City of Bethel for calendar year 2023, and through September 2024, the business had 53% in gross sales of alcohol, which was greater than the gross sales of food and therefore not in compliance with Alaska Statutes.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETHEL: the Bethel City Council conditionally protests the renewal of the restaurant eating place license for UCP49, LLC, doing business as Uncommon Pizza, License No. 6027. The protest will stand unless UCP49, LLC can demonstrate to the satisfaction of the City and/or the Alaska Alcohol Beverage Control Board that the gross receipts for sales of food on the licensed premises and if applicable, the gross receipts for sale of food consumed on the licensed premises, exceed the gross receipts for sales of alcohol in both 2023 and 2024.

ENACTED THIS 19th DAY OF DECEMBER 2024 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan, Acting City Clerk

CITY OF BETHEL

City Manager's Office



DATE ISSUED: November 13, 2024

ATTENTION: City of Bethel Governing Body

SUBJECT: Restaurant Eating Place License 6027 Renewal, Uncommon Pizza

STAFF SUMMARY:

On November 1, the Alcohol and Marijuana Control Office provided notice of a restaurant eating place license renewal for License Number 6027, owned by Ucp49, LLC, located at 401 Chief Eddie Hoffman Highway, doing business as Uncommon Pizza. The City has until December 30, 2024 to protest the renewal.

In accordance with [Bethel Municipal Code 5.08.020](#), the application was submitted for review as follows:

1. To the planning director or their designee to determine if the applicant has complied with the conditional use provisions of the Bethel Municipal Code;
2. To the finance director or their designee to determine whether the licensee or license transferee is delinquent in paying to the city any tax, assessment, business license fee, or fee or charge for utility service for the business and/or affiliate (as defined in 3 AAC 304.990) that operates or will operate under the liquor license.
3. To the police and fire chiefs to determine whether, in their opinion, there have been excessive calls for service, excessive numbers of convictions or arrests for unlawful activity at the license location, police or ambulance reports, reports of unlawful activity at the license location, or police, fire or ambulance dispatches to the license location.

After a review of the required items, Administration does not find the business to be out of compliance with planning requirements, business licensing, sales tax, or other fees or charges, and has not an excessive number of police for fire related calls to the location.

However, the Administration also evaluates the licensee's alcohol tax submissions in accordance with Alaska Statutes 04.09.210 (e) which provides:

The holder of a restaurant or eating place license shall ensure that gross receipts from the sale of food for consumption on the licensed premises are not less than the total of the gross receipts from the sale of alcoholic beverages for consumption on the licensed premises in each calendar year. At the time the holder submits an application for renewal of the license, the holder shall submit a statement to the board certifying that the holder has met the requirement under this subsection for the designated period of the license under AS 04.11.680. The board may renew a restaurant or eating place license only if the licensee's statement provides evidence satisfactory to the board that, during the designated

period of the license under AS 04.11.680, the gross receipts from the sale of food for consumption on the licensed premises were not less than the total of the gross receipts from the sale of alcoholic beverages for consumption on the licensed premises;

According to the filings for calendar year 2023, and through September 2024, the business had 53% in gross sales of alcohol, which was greater than the gross sales of food and therefore not in compliance with Alaska Statutes. In the notice to the City Clerk's Office, the Alcohol and Marijuana Control Office indicated that the license renewal will be under special consideration by the board at their November 19, 2024, meeting.

The Administration has not found cause to protest the issuance of the renewal under BMC 5.08.020, but the licensee has not complied with AS 04.09.210 (e), which does present a basis for the local governing body to consider a protest under AS 04.11.480.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lori Strickler", is positioned above the printed name.

Lori Strickler
Acting City Manager

CC:

Uncommon Pizza

Via email: grant.w.keener@gmail.com



Document reference ID : 1740

Renewal Application Summary

Application ID:	1740
License No:	6027
License Type applied for Renewal:	Restaurant Eating Place License (REPL)
Licensee Name:	Ucp49 , Llc
Application Status:	In Review
Application Submitted On:	12/27/2023 10:57 PM

Entity Information

Business Structure:	Limited liability company
FEIN/SSN Number:	
Alaska Entity number (CBPL):	10129961
Alaska Entity Formed Date:	
Home State:	

Entity Contact Information

Entity Address:	6070 Main St, East Petersburg, PA, 17520
------------------------	--

Renewal Information

Are there any changes to your ownership structure that have not been reported to AMCO prior to this application?:

No

As set forth in AS 04.11.330, how many hours did you operate during the first calendar year for this renewal period?:

Confirmed regular, continuous operations in calendar year 2022

As set forth in AS 04.11.330, how many hours did you operate during the second calendar year for this renewal period?:

Confirmed regular continuous operations in calendar year 2023 K. Serezhenkov AMCO

Please select the seasonality:

Year-round

Please select the reason to update license.:

Has any person or entity in this application been convicted or disciplined for a violation of Title 04, 3 AAC 304 or 305, or a local ordinance adopted under AS 04.21.010 in the preceding two calendar years?:

No

Have any notices of violation or citations been issued for this license during the preceding two years?:

No

Attestations

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 305, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and the license being potentially expired if I do not comply with statutory or regulatory requirements.

I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.

I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and I have provided AMCO with all required changes of the ownership structure of the business license and have provided all required documents for any new or changes of officers.

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 305.700.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Signature

Electronic Signature not collected; application submitted based on paper form.

Payment Info

Payment Type : CC

Payment Id: ca566566-27b4-4a33-a05b-0391091d3857

Receipt Number: 100739898

Payment Date: 12/27/2023 1:58:25 PM



Document reference ID : 1740

Licensing Application Summary

Application ID:	1740
Applicant Name:	Ucp49 , Llc
License Type applied for:	Restaurant Eating Place License (REPL) (AS 04.09.210)
Application Status:	In Review
Application Submitted On:	12/27/2023

Entity Information

Business Structure:	Limited liability company
Alaska Entity Number (CBPL):	10129961

Entity Contact Information

Entity Address:	6070 Main Street, East Petersburg, PA, 17520, USA
------------------------	---

Ownership / Principal Party Details

Principal Parent Entity	Principal Party	Role	%Ownership
Ucp49 , Llc	Amw Construction, Inc.	Member	10
Ucp49 , Llc	Kissel Hill Pizza Llc	Member	60
Ucp49 , Llc	Alex Wasierski	Member	10
Ucp49 , Llc	Aaron Hostetter	Member	10
Ucp49 , Llc	Grant Keener	Member	10

Premises Address

Nearest municipality, city, and/or borough: Bethel

Country, State, Zip: AK, United States,

Basic Business information

Business/Trade Name: UnCommon Pizza

Local Government and Community Council Details

City/Municipality Bethel

Borough Unorganized Borough

Restaurant Detail

Dining after standard closing hours: AS 04.16.010(c) No

Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2) Yes

Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3) Yes

Employment for any persons under 21 years of age: AS 04.16.049(c) Yes

Food Service Permit

Entertainment & Service

Public Notice Posting Attestation and Publishers Affidavit

Attestations

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 305.700.

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

I certify that all proposed licensees have been listed with Division of Corporation, Business, and Professional Licensing.

I certify that I and any individual identified in the business entity ownership section of this application, has or will read AS 04 and its implementing regulations.

I certify I have provided a menu of a variety of types of food appropriate for meals that are prepared on the licensed premises.

I certify that non-employees under 21 years of age will not enter and remain on the licensed premises except for the purposes of dining only.

I certify that the sale and service of food and alcoholic beverages and any other business on the licensed premises is under the sole control of the licensee.

I certify the licensed premises is a bona fide restaurant as defined in AS 04.21.080(b).

I certify there is supervision on the licensed premises adequate to reasonably ensure that a person under 21 years of age will not gain access to alcoholic beverages.

Signature

Electronic Signature not collected; application submitted based on paper form.

Payment Info

Payment Type : CC

Payment Id: ca566566-27b4-4a33-a05b-0391091d3857

Receipt Number: 100739898

Payment Date: 12/27/2023 1:58:25 PM



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

November 1, 2024

From: Alcohol.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: Ucp49, Llc
DBA: UnCommon Pizza
VIA email: grant.w.keener@gmail.com
Local Government 1: Bethel
Local Government 2: N/A
Via Email: lstrickler@cityofbethel.net; cityclerk@cityofbethel.net
Community Council: N/A
Via Email: N/A

RE: Restaurant Eating Place License #6027 Combined Renewal Notice

License Number:	6027
License Type:	Restaurant Eating Place
Licensee:	Ucp49 Llc
Doing Business As:	Uncommon Pizza
Physical Address:	401 Chief Eddie Hoffman Highway,
Licensee Contact Tel.	907-401-0127

☒ **License Renewal Application**

☐ **Endorsement Renewal Application**

Dear Licensee:

Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(ies), your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(ies) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **November 19, 2024**, board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The

board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the Alcohol.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

We have received completed renewal applications for the above listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsement, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had reasonable opportunity to defend the application before the meeting of the local governing body.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding review of this application. Comments or objections you may have about the application should first be presented to the local governing body.

If you have any questions, please email Alcohol.licensing@alaska.gov

Sincerely,

Lizzie Kubitz, Acting Director
907-269-0350

City of Bethel Action Memorandum

Action memorandum No.	24-35		
Date action introduced:	December 19, 2024	Introduced by:	Mayor Henderson
Date action taken:		Approved	Denied
Confirmed by:			

Title: Appointment and re-appointment of Committee and Commission Members for a term of three years.

If approved, the terms for re-appointment begin on January 1, 2025

To maintain staggered terms, the term expiration date for appointments will be December 31, 2027 unless otherwise stated.

Attachment(s): None Attachment(s): none

Amount of fiscal impact:		Account information:
x	No fiscal impact	

Planning Commission

Kathy Hanson has applied for re-appointment; term expiration is December 31, 2027.

Haley Hanson has applied for re-appointment; term expiration is December 31, 2027.

Community Parks and Recreation Committee

Beverly Hoffman has applied for re-appointment; term expiration is December 31, 2027.

Public Safety and Transportation Commission

Musa Saliu has applied for re-appointment; term expiration is December 31, 2027.

City of Bethel Action Memorandum

Action memorandum No.	24-36		
Date action introduced:	December 19, 2024	Introduced by:	Mayor Henderson
Date action taken:		Approved	Denied
Confirmed by:			

Title: Approving the Regular City Council meeting dates for 2025.

Amount of fiscal impact:		Account information:
x	No fiscal impact	

Month	2 nd Tuesday	4 th Tuesday
January	14	28
February	11	25
March	11	25
April	15	29
May	13	27
June	10	24
July	8	22
August	12	26
September	9	23
October	14	28
November	12 (Wednesday)	25
December	9	-

According to BMC 2.04.010, Regular meetings of the city council shall be held on the second and fourth Tuesdays of each month and may be postponed or rescheduled to another date upon a vote of the majority of the councilmembers at a previous regular or special meeting.

This AM proposes to amend the 2025 Regular Meeting Calendar by rescheduling the Tuesday November 11th meeting to be held on Wednesday November 12th, and to cancel the meeting on December 23rd.

In 2025, the 2nd Tuesday in November will fall on Veterans Day; a National Holiday.

In the past, Council has decided to cancel the second meeting in December due to the holiday season (second Tuesday would be Dec. 23.) The items that would fall on a cancelled date would automatically be postponed until the next regular meeting.

City of Bethel Action Memorandum

Action memorandum No.	24-37		
Date action introduced:	December 19, 2024	Introduced by:	Council Member Miner
Date action taken:		Approved	Denied
Confirmed by:			

Summary Statement: On behalf of the Board of Ethics, and in accordance with Bethel Municipal Code 2.60.030, accept the resignation of Board of Ethics Member, Alicia Miner.

Attachment(s): Resignation Letter.

Amount of fiscal impact:		Account information:
X	No fiscal impact	

Alicia Miner was appointed to the Board of Ethics before being elected to office as a council member,

After being elected to office, Council Member Miner was appointed to the Port Commission as a City Council Member Representative.

This created a conflict with Bethel Municipal Code BMC 2.60.040(A) stating "...Each council member shall be appointed to only one (1) committee, commission, and/or ad hoc committee."

To resolve the conflict, Council Member Miner provided a letter of resignation to the City Clerk's Office for the Board of Ethics.

Since the Board of Ethics does not hold regular meetings, the City Council may declare the seat vacant on their behalf, in accordance with BMC 2.60.030, and permit the City Clerk's Office to announce the vacancy.

Board of Ethics

From Alicia Miner <aminer@cityofbethel.net>

Date Fri 12/6/2024 9:17 AM

To Kevin Morgan <kmorgan@cityofbethel.net>

Good morning,

I would like to resign from the Board Of Ethics committee.

Thank you

City of Bethel Action Memorandum

Action memorandum No.	24-38		
Date action introduced:	12-19-2024	Introduced by:	Lori Strickler, City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct City Administration to issue checks totaling \$31,883 to Year 7, Quarter 4 Community Action Grant (CAG) awardees based on the recommendation of the Community Action Grant Committee.

Attachment(s): None

Amount of fiscal impact:	Source	Account information:
\$31,883	Funds in FY 2024 Budget. Balance available in CAG fund: \$31,883.00.	100-72-6430

Summary Statement

The City of Bethel established the Community Action Grant Program (CAG) to allow community and individuals to request financial support for programs or events that contribute to the health, welfare, and overall quality of life for residents of Bethel, especially its most vulnerable populations. Funding for the program comes from 20% of the Alcohol Tax collected by the City.

The Community Action Grant Committee is a volunteer group of citizens who meet quarterly to review CAG applications, score them, and provide funding recommendations to City Council. Bethel City Council must approve the recommendations before checks are issued. Each recipient of CAG funds signs a grant agreement with the City and is responsible for spending the funds appropriately and producing an exit report at the end of the performance period.

Six community action grant applications were reviewed and scored; two additional applications were received but determined to not qualify for grant funding. The Committee recommends that five projects receive funding. The scores and amounts recommended for the funding are below.

Applicant Name	CAG Committee Score Average	Funding Requested	Funding Recommendation
Southwest Alaska Arts Group (Camai Festival)	137.25	\$29,650	\$7,883.00
Bethel Youth Facility	139.25	\$3,729.33	\$3,000.00
Martin Smith (BRHS Wrestling mat replacement)	152.5	\$21,000	\$11,500.00
Kuskokwim Consortium Library	150	\$5,000	\$4,500.00
North Star Community	134.25	\$7,850	\$0.00
Bethel Winter House	141.75	\$15,000	\$5,000.00

Additional Authorization

If this AM is approved, the total budgeted amount of funding for the CAG program will be expended. This would then close the grant opportunities and the requirement for the committee to meet until the Third Quarter of 2024. This AM would then authorize Administration to pull the funding opportunities for the remainder of this fiscal year and inform the committee volunteers they do not need to meet until the review period for the third quarter of 2025, they may however hold special meetings.

CITY OF BETHEL

COMMUNITY ACTION GRANT

Overview

Purpose

The City of Bethel has established a Community Action Grant (CAG) Program to allow community organizations and individuals to request financial support from the City for civic programs or events that contribute to the health, welfare and overall lives of the residents of Bethel, especially its most vulnerable populations.

The purpose of the grant program is to advance and enhance the community's opportunities, sustainability, and wellbeing. The City encourages projects and programs with components that foster community wellness, directly impact the community's vulnerable populations and/or provide civic engagement of Bethel residents and project beneficiaries.

Funding

The City Council has certain statutory and fiscal limitations on the aggregate amount of municipal funds it can set aside for donations to community projects. The amount of grant awards available to disseminate on behalf of all the applicants is dictated by the amount which is set aside by the City Council during the annual budget preparation process. The Council has committed to budget an amount equal to 20% of the revenue generated from the alcohol tax to health, public safety, and social services that offset the effects of alcohol in the community.

The amounts contributed shall be accounted for in the Community Action Grant Fund, a special revenue fund. Annual distributions to grantees from the Community Action Grant Fund cannot exceed the available resources of the Fund or other limits established by City Council.

Funding Exclusions

- Indirect costs that are not traceable to a program, product, or activity; application of an indirect rate to cover overhead costs;
- In-kind donations, including gift cards;
- Nationally-sponsored organizations (such as, but not limited to, American Cancer Society, American Diabetes Association, American Heart Association, Children's Miracle Network and United Way);
- Memberships, including association/chamber memberships;
- Organizations that deny service, membership or other involvement on the basis of race, religion, color, sex, sexual orientation, age, national origin, ancestry, citizenship, veteran, disability or any other protected status;
- Organizations whose programming or policies may portray the City of Bethel in a negative light;
- Political causes, candidates, organizations or campaigns;
- Projects that send products or people to foreign countries or on domestic travel;
- Registration fees;

- Projects or programs that sponsor, endorse or provide in-kind services for any programs or events that will or may promote tobacco or marijuana products, gambling, sexually related products or services, the sale or manufacturing of firearms or weapons, or products or services that are contrary to the interest of public health, safety or welfare;
- Requests made on behalf of another organization or by an unauthorized representative of the recipient organization;
- Scholarships and/or the payment of tuition, room, board, other expenses for college/university/vocational school or conference/training attendance;
- Third-party giving, including funds that are re-allocated to fiscally sponsored organizations;
- Tickets for contests, raffles, prizes or any games of chance or skill.

Application Process

Quarter 1: January - March

Quarter 2: April - June

Quarter 3: July - September

Quarter 4: October - December

Each quarter will have a 30 day application period followed by a CAG review and recommendation to Council to be submitted to a council meeting before the quarter ends. Applicants must submit the CAG application packet to cag@cityofbethel.net on or before the deadline. Late submissions will not be accepted. Incomplete submissions will be given a due date to provide missing items. If the due date is not met, the proposal will be rejected.

Applications will not be carried over from one quarter to the next.

The submission deadline will be 11:59 pm Alaska Time at the end of the 30 day application period.

The application packet must include completed:

- Community Action Grant Cover Page Form
- Community Action Grant Project Summary
- If applicable, verification of the organization's or fiscal agency's tax exempt status.
- If applicable, current and prior-year operating budgets, including expenses and revenues, sources of revenue received and those pending, to include in-kind;
- If applicable, most recent annual financial statement (audited, if available);
- List of key project/program staff members responsible for overseeing and carrying out the grant and a one-paragraph resume for each one.

Funding Priority

Funding priority will be given to applications that demonstrate one or more of the following:

1. Advancement to or enhancement of the community of Bethel and its residents
2. Direct impact to populations impacted by substance abuse in the community

3. Community engagement
4. Healthy community activities

Review, Evaluation and Selection

All applications, regardless of amount, will be reviewed by the Community Grant Technical Review Board (Board). The Board will hold public meetings to discuss and evaluate the grant applications. Application representatives are invited to attend the application review meetings in order to make a presentation supporting their request and respond to questions from the Board.

After review of all eligible applications, the Board will make funding recommendations to the City Council. These funding recommendations may be less than the amount requested and may be adjusted by the Council without prior notice to the applicant.

Upon receipt of the Board's recommendations, the City Council will make a final determination regarding the distribution, if any, of grant funds. City Council action will be by Action Memorandum. In making their final determination, the City Council may make amendments to the recommendations of the Board, including, but not limited to, amending the recommended amounts, and/or imposing limitations or special conditions that will appear in the grant agreement.

Applicants will be notified of any decision by e-mail within three (3) business days following City Council review. All funding decisions are final. If an Applicant is approved, grant checks will be mailed directly to the awardee within three weeks of the City Council's approval.

Agreement Requirements and Monitoring

Awardees will be required to enter into a Community Action Agreement that outlines the responsibilities of both parties. Applicants should note that liability insurance might be required. Awardees will agree to hold the City and the CAG Board harmless from the awardee's actions.

All approved grant award winners shall maintain detailed documentation of the expenditures of grant money expenditures. In addition to the requirement to submit the documentation at the completion of the grant, Applicants shall make the documentation available to the City Clerk's Office upon request. Awardees who fail to maintain such documentation or to provide documentation upon request may be disqualified from future grant awards.

Exit Report

Awardees will be required to present a written exit report to the Community Action Grant Board within thirty days of completion of the project/program. Awardees must complete an exit report prior to submitting another request for funds. If project/program is not completed at the time another funding request is prepared, a spending plan may be submitted in lieu of an exit report. The spending plan must describe how the remaining expenditures will be made to complete the project/program.

City of Bethel Action Memorandum

Action memorandum No.	24-39		
Date action introduced:	December 19, 2024	Introduced by:	City Manager Strickler
Date action taken:		Approved	Denied
Confirmed by:			

Title: Authorize Administration to proceed with the construction of the Community Center Expansion Project with a budget not to exceed \$14,000,000 as explained in Option A and commit up to \$4 Million in funding if additional grant appropriations are not obtained.

Attachment(s): 35% Design Document included in RFP
 35% Cost estimates from UIC, CM/GC Contractor

Amount of fiscal impact:	
\$4,000,000	Potential Fiscal Impact The City Council does not have this money budgeted currently, and would, if additional fundings does not become available, perform a capital budget appropriation to meet the construction costs.

The City of Bethel has received a cost estimate on the 35% design for the expansion of the YK Fitness Cetner soon to become the YK Community Center. The Council must decide if the Administration should proceed with the design as presented or modify the design as provided in Design Option 2.



Historical Summary

To date, the design and construction of the community center expansion has been supported by grant funding:

- State of Alaska Legislative Appropriations: \$500,000
- Coronavirus Capital Project Funds through SOA: \$9,000,000 (*Closed by 12-31-2026*)
- Denali Commission \$500,000

City of Bethel Action Memorandum

Action memorandum No.	24-39		
Date action introduced:	December 19, 2024	Introduced by:	City Manager Strickler
Date action taken:		Approved	Denied
Confirmed by:			

Following the solicitation of proposal for a Construction Manager/General Contractor, the City entered into a contract with UIC Construction LLC. The City, DOWL, and Architects Alaska, the original engineers and designers for the YK Fitness Center, completed a 35% design which was submitted to UIC for a cost analysis. The result of the cost analysis resulted in a cost that is higher than the current appropriations available for the project.

Construction Estimate:	\$11,659,572
Recommended Contingency:	\$1,700,000
Design and Construction Management Support:	\$1,000,000
Total:	\$14,359,572

The \$11,659,572 reflects construction costs of the 35% design. Value engineering has been and will continue to be discussed as the construction team works through the details of the 65% design (scheduled for completion 1/17/2025). Even with value engineering, the cost for construction is not expected to fall within the \$10,000,0000 budget without a reduction in the square footage of the addition.

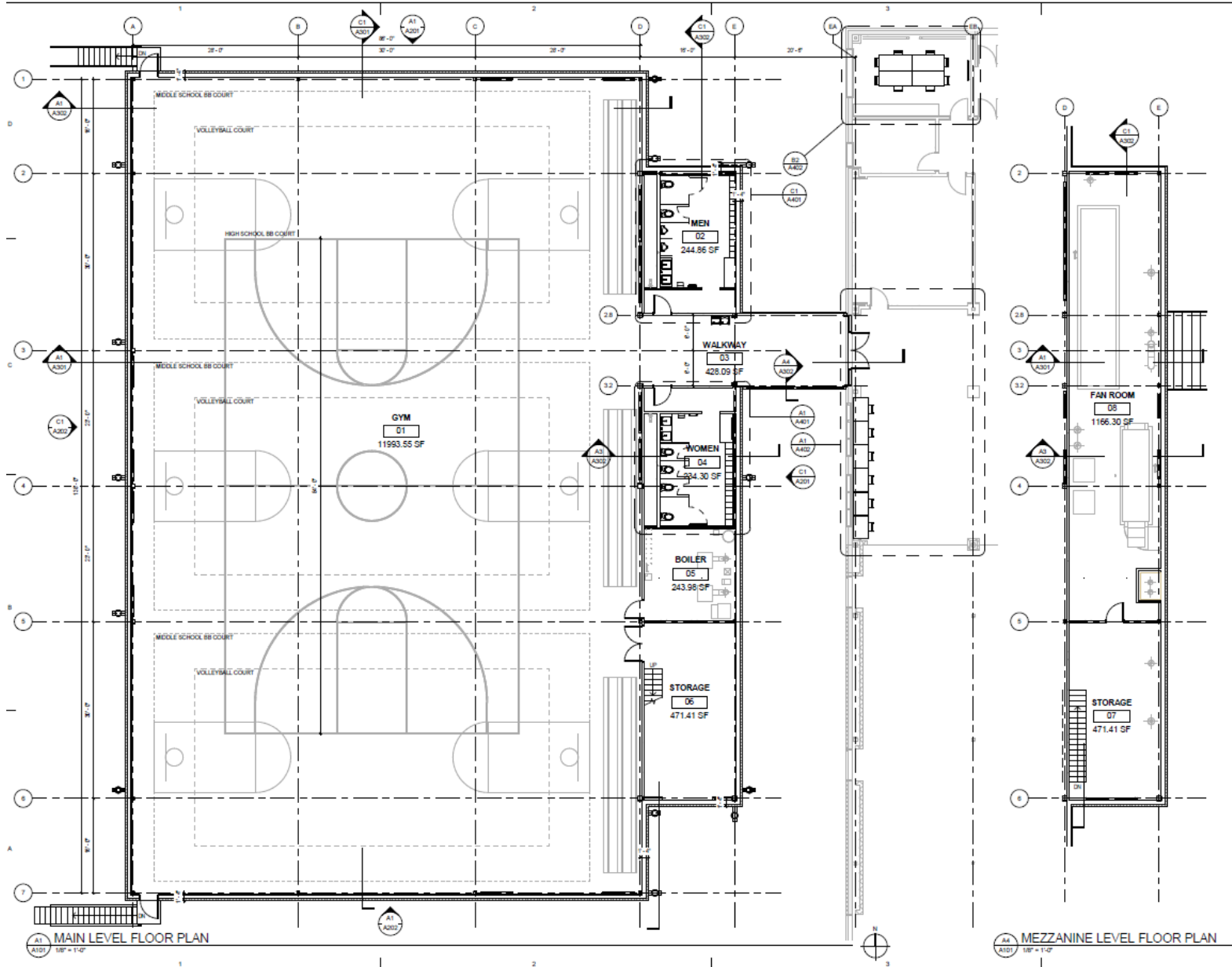
Design Option One-Summary of the 35% Design Elements:

- The main level holds a gym (11,993.55 sq ft), restrooms, boiler room, and storage space (1,186.80 sq ft) two story.
- The gym will include striping for: Main high school size basketball court, three middle school size basketball courts, and various other types of sports lines.
- Bleachers for approximately 200 occupants.
- Two new computer labs will be included as part of the redesigning of the current facility.

City of Bethel Action Memorandum

Action memorandum No.	24-39		
Date action introduced:	December 19, 2024	Introduced by:	City Manager Strickler
Date action taken:		Approved	Denied
Confirmed by:			

Design Option One



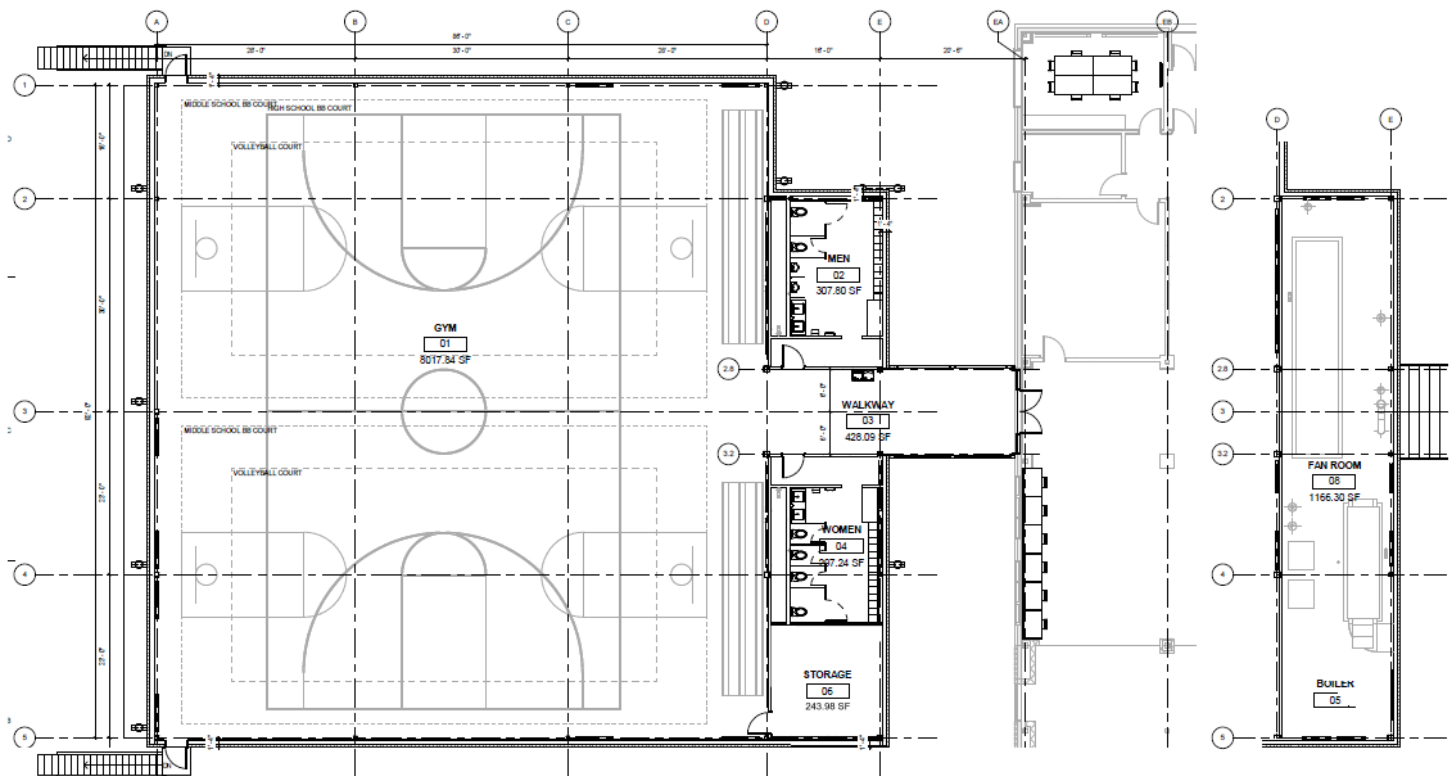
City of Bethel Action Memorandum

Action memorandum No.	24-39		
Date action introduced:	December 19, 2024	Introduced by:	City Manager Strickler
Date action taken:		Approved	Denied
Confirmed by:			

Design Option Two-Summary of the 35% Design Elements:

- The main level holds a gym (8017.84sq ft), restrooms, boiler room, and storage space (243.98 sq ft).
- The gym will include striping for: Main high school size basketball court, two middle school size basketball courts, and various other types of sports lines.
- Bleachers for approximately 130 occupants.
- Two new computer labs will be included as part of the redesigning of the current facility.

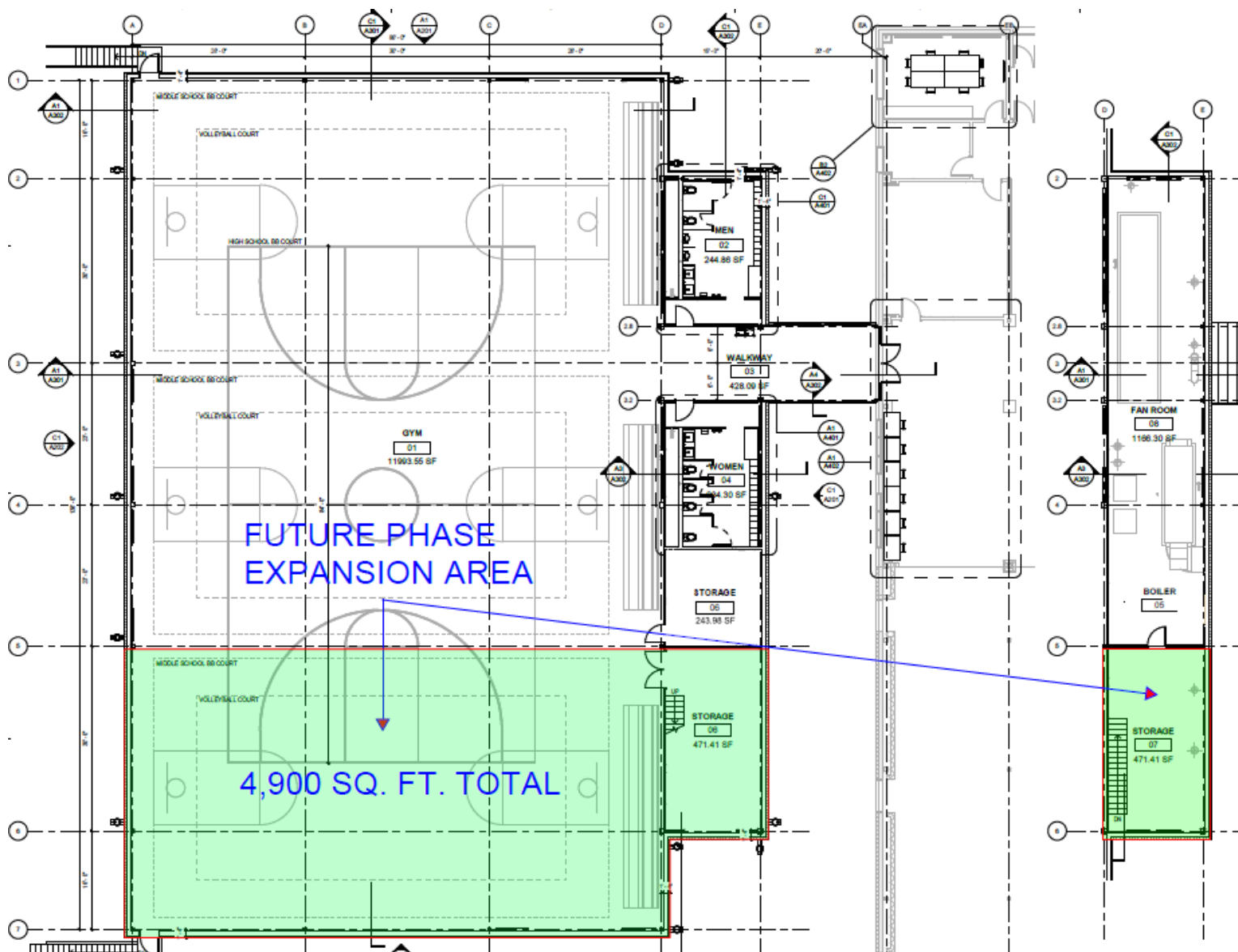
Design Option Two



City of Bethel Action Memorandum

Action memorandum No.	24-39		
Date action introduced:	December 19, 2024	Introduced by:	City Manager Strickler
Date action taken:		Approved	Denied
Confirmed by:			

Potential Future Expansion if Option Two is Selected



Considerations if Option Two is selected and expansion is considered in the future:

Much of the cost for construction in rural Alaska is the mobilization of resources (personnel, equipment, materials) to the construction site and ground/environmental work necessary to ensure stability for the construction. These costs would be duplicated expenses for any future expansion.

35% DESIGN NARRATIVE

YUKON KUSKOKWIM COMMUNITY CENTER EXPANSION

BETHEL AK

OCTOBER 4TH 2024

ARCHITECT

Architects Alaska Inc
900 W. 5th Ave, Suite 403
Anchorage, AK 99501

CIVIL

DOWL
5015 Business Park Boulevard, Suite 4000
Anchorage, AK 99503

STRUCTURAL

BBFM Engineers
845 K Street
Anchorage, AK 99501

MECHANICAL, PLUMBING, ELECTRICAL

AMC Engineers
701 E. Tudor Road, Ste 250
Anchorage, AK 99503

ARCHITECTURAL NARRATIVE (Prepared by Architects Alaska)

Construction Type:

VB (non-fire rated), Assembly 4 Occupancy, there will not be a fire separation needed between existing and addition. This is because the addition is set off the existing building 20 feet and there is an above grade walkway creating a horizontal exit in lieu of a fire wall.

The addition will have a full fire sprinkler system.

Exterior Architectural Character:

The addition will use the same or similar building components and finishes as the existing recreation center to create a cohesive flow between the existing and new structure, this produces a unified whole for the expanded facility. The new walkway exterior will reflect similar elements as the existing entry ramp walkway.

General Spaces:

The addition is roughly 14,430 total square feet on the main level with a mechanical and storage mezzanine at 1,850 square feet. The main level holds the gym for sporting games, restrooms, boiler room, and storage room. Access to the mezzanine is at the storage room stair.

Exterior Walls:

The exterior walls are two styles of Kingspan QuadCore insulated metal panels, one vertical 3' wide panel cream and the one 3'-6" wide panel blue finish. Both finishes to match the

existing building. The panels are supported by 8" metal girts and metal studs attached to the metal tube steel structure.

Interior Walls:

The interior walls will be metal framed studs with gypsum finish. Gym will have high impact MDO plywood painted finish up to 14 feet, above the MDO will be exposed metal girts / studs. The restrooms will have wall treatments wainscot.

Roof System:

The addition roof system will be Kingspan's 6" KingRib matching the color of the existing roof with metal fascia/trim to match the existing facility.

Floor System:

The floor system is metal decking with concrete slab topping. The floor is supported by thermopiles and metal beams and metal joists. Insulated panels are attached below the joists under the gym and additional framing under the support spaces to bring the panels lower providing space for piping space to connect back to the existing building systems.

Doors & Windows:

Exterior Windows are a thermally-broken aluminum frame system with insulating glass units. Clerestory windows to be insulated translucent panels.

Doors will primarily be hollow metal units. The walkway door at the connection with the existing building will be a storefront system.

Ceilings:

The gym and mezzanine spaces will have exposed structure that is paint finished. The walkway from existing to gym will have ACT and gypsum soffit. The restrooms, boiler room, and storage will have a gypsum hard lid.

Gym:

Flooring

The gym will have a composite high-impact sports flooring throughout with the following flooring striping: main high school size basketball court, three middle school size basketball courts, three volleyball courts, and three pickleball courts. There are two gym sports divider retracting curtains between the middle school basketball / volleyball courts.

Bleachers

The current gym bleachers increase the total occupancy by around 200 occupants, and this increases the need for additional plumbing fixtures in each restroom. Bleachers and added plumbing fixtures are considered optional items depending on budget.

Health Stations:

The intent of this addition is to provide the community with a higher level connectivity to health facilitators and programs to use in the existing and addition spaces. In the existing Lobby space there are health station cubicles for community members to have a dedicated spaces to connect with health programs as well as using the existing Conference Room to have more private meetings with health conference calls.

Code Information:

- a. Applicable Architectural Codes and Standards
 - i. 2021 International Building Code
 - ii. 2021 International Fire Code
 - iii. 2018 Uniform Plumbing Code (plumbing fixture counts)
 - iv. 2018 International Energy Conservation Code

Existing Building Photos:



CIVIL NARRATIVE (Prepared by Dowl Engineering)

The YK Fitness Center Expansion will consist of a proposed structure to the west of the existing facility. The proposed structure will be connected to the existing structure via an elevated bridge. Access to the structure will be through the existing facility. The following civil design characteristics are anticipated with final design.

Site Grading and Drainage

The proposed structure will be constructed on thermopiles provided by Arctic Foundations, through a contract with the Construction Manager/General Contractor. The site will be prepared by clearing vegetation and grading the area. The site beneath the proposed structure will be cleared and graded by the City of Bethel.

Access Around Facility

The City of Bethel will construct an access road around the facility for Fire Department access. It will connect the existing drive west of the existing facility with the existing drive to the wind turbine.

Utilities

All of the proposed utilities (water, sewer, communications, and electricity) will be provided through the existing facility. The expansion will require relocation of some on-site storage containers. The facility will require a new on-site fuel storage tank.

Parking

The existing parking area will not be expanded to accommodate the expansion.

STRUCTURAL NARRATIVE (Prepared by BBFM Engineers)

Codes and Standards

Building design will conform to the requirements of the following codes and standards:

- 2021 International Building Code (IBC)
- American Institute of Steel Construction (AISC) 360-16: Specification for Steel Buildings
- American Institute of Steel Construction (ANSI/AISC) 341-16: Seismic Provisions for Structural Steel Buildings
- Steel Joist Institute (SJI) Standard and Specifications 45th Edition
- American Concrete Institute (ACI) 318-19: Building Code Requirements for Structural Concrete

Design Loads

The following are minimum uniformly distributed loads for various occupancies and structural elements:

Building Risk Category II

Live Loads:

» Gym	100 PSF
» Mechanical Rooms	125 PSF
» Stairs & Corridors	100 PSF

Snow Loads:

Uniform Ground Snow Load	Pg = 40 PSF
Minimum Flat Roof Snow Load	Pf = 40 PSF
Drifting Load	ASCE 7-16
	I=1.0

Lateral Loads

Wind Load: V = 146 MPH (3 sec gust), Exposure C, I=1.0

Seismic Load: Ss = 0.33g, S1 = 0.12g, I = 1.0
Site Class D, Seismic Design Category D.

Ordinary Concentric Braced Frames

R = 3.25

Structural Materials

Materials to be used in the proposed structure are as follows:

» Concrete deck slab	3,000 psi
» Reinforcing steel	ASTM A615, grade 60
» Structural steel beams and columns	ASTM A992 Grade 50
» Structural tube sections	ASTM A500 Grade C
» Structural steel anchor bolts	ASTM F1554
» Structural steel high-strength bolts	ASTM A325
» Open Web Steel Joists	Steel Joist Institute
» Metal deck	Steel Deck Institute

Framing Systems

Foundations

The building will be supported on 12" outside diameter (OD) thermal piles per DOWL geotechnical report. Typical bearing locations will require pile groups of 1 to 4 piles. Piles will extend 3' above grade, and extend below grade, on average, 35'. Pile caps will consist of wide flange steel that will be used to spread column forces to individual piles in the pile group.

First Floor

The first-floor framing will be 2 ½" concrete fill on 1 ½" x 20-gauge steel deck (4" total thickness) supported on steel wide flange beams and girders that will be designed to be composite with the concrete fill. The composite action between beams and concrete fill will provide a stiff floor system to minimize vibrations.

Composite floor will be supported by wide flange structural steel beams and girders, with bolted connection, transferring loads to HSS columns that extend 24" to the top of pile cap and bear directly on the pile cap.

Piles will be design and detailed for the steel section to transfer lateral forces from ordinary concentric braced frames above into the frozen ground below, approximately 12' below grade, to point of fixity, per DOWL geotechnical report.

Mezzanine

The mezzanine framing above the first floor will be 2 ½" concrete fill on 1 ½" x 20-gauge steel deck (4" total thickness) supported on steel wide flange beams and girders that will be designed to be composite with the concrete fill. The composite action between beams and concrete fill will provide a stiff floor system to minimize vibrations.

Composite floor will be supported by wide flange structural steel beams and girders, with bolted connection, transferring loads to HSS columns.

Roof Framing Systems

The roof framing will be 1 ½" x 20-gauge steel deck supported by open web steel joist that bear wide flange steel girders.

Columns supporting the structural steel floor framing will be steel tube sections.

Lateral Force Resisting System

The lateral system will consist of steel ordinary concentric braced frames, with bracing lines at perimeter grid lines and along the grid separating the reception and mechanical area from the gymnasium area. The roof and mezzanine floor diaphragms will distribute lateral forces to the braced frames, which will transmit their load into the first-floor diaphragm. Lateral loads will transfer from the first-floor diaphragm into the steel piles, with each pile resisting lateral loads into the soil.

Connection to Existing Building

The connection "bridge" into the existing YK Fitness and Aquatic Center will be structurally self-supported and will require a structural separation (seismic joint). No structural loads from the new construction will be imparted to the existing building structure.

MECHANICAL AND PLUMBING NARRATIVE (Prepared by AMC Engineers)

GENERAL

The mechanical scope of this project includes heating, ventilation, plumbing, fire protection and HVAC control systems.

This addition will be designed with the end user in mind, keeping health, safety, and comfort as top priorities. Mechanical systems will be designed with a primary goal to provide simple operation and functionality, based on input from the Owner and the design team. Note the equipment numbering for new equipment in this addition builds on the numbering of the existing building and equipment, in order to avoid any confusion in the future when the facility is viewed as a single entity.

Product selections will be based around standard quality commercial-grade components and packaged systems with consideration given to the arctic environment in Bethel, with preference given to specific brands and/or models of equipment as may be determined by the Owner. Systems will be designed to be safe, comfortable, and efficient using proven techniques and modern technology. Consideration will be given to incorporating energy efficient devices requiring uncomplicated maintenance where readily feasible.

HEATING AND COOLING SYSTEMS

Building Heating System:

The central hydronic heating plant for this building addition will consist of two oil-fired cast-iron water boilers. The plant will be sized for approximately 120% of the building's heating load, with each boiler sized at approximately 60% of building load. A boiler master controller will determine how many boilers need to operate at any time and will match output to actual load conditions. Basis of design for the boilers is Burnham Powerflame series. Estimated building heating load is approximately 964 MBH (650 MBH per boiler, with safety factor) which includes building conduction and infiltration losses as well outside air ventilation heating load and indirect-fired domestic hot water load.

The gym will be heated using forced air from the air handling unit and unit heaters. The restrooms and walkway will be heated using radiant floor heating. The storage rooms, mechanical/electrical room, and mezzanine fan room will be heated with unit heaters. The underfloor interstitial space will be heated with bare fin tube.

No snowmelt heating will be provided for this project.

Building Cooling System:

No mechanical cooling systems are planned.

Hydronic Piping, Pumps and Fluids:

Hydronic piping 3/4 inch through 3 inches in diameter will be type L copper with 95-5 tin-antimony or 430 silver solder. Where accessibility is limited, piping will be brazed. Press fittings or Victaulic couplings may be provided as a contractor option in accessible areas, if approved by the owner. Hydronic piping will be sized for a maximum pressure loss of 3.5 feet of head per 100 lineal feet of piping.

A mixture of 50% propylene glycol and 50% water will be used as the hydronic heating fluid to serve the heating loop, as needed.

Ventilation

The addition will be ventilated using two air handling units (AHU), sized to handle the ventilation loads, including the minimum outside air requirements of ANSI/ASHRAE Standard 62.1 "Ventilation for Acceptable Indoor Air Quality". System equipment will be located in a new, separate mechanical (fan) room on the mezzanine level above the main level. The controls for the ventilation equipment will be microprocessor based and integral with the DDC building automation system.

AHU-3

This air handling unit (AHU-3) provides ventilation to the building addition, excluding the gym. On the supply air side, AHU-3 will have a mixing box, summer and winter pre-filter sections, pre-heat coil, final filter section, air-to-air heat exchanger, heating coil, and supply fan in a draw-through arrangement. On the return air side, there will be a filter section and an exhaust fan pushing air through the air-to-air heat exchanger. The unit will include outside air and exhaust air control dampers.

AHU-4

This air handling unit (AHU-4) provides ventilation to the gymnasium part of the building addition. AHU-4 will have a mixing box, pre- and final filter sections, heating coil, and plenum supply fan in a draw-through arrangement, along with a silencer section (if needed) on the discharge of the fan.

This mechanical ventilation system will supply 55 degrees F (adjustable) air to the gym. When the gym requires heat, the heating coil control valve will be modulated to control air discharge temperature between 55 and 92 degrees F.

Building Pressurization

The addition will be maintained at a neutral pressure relative to the rest of the building and a slightly positive pressure relative to the outdoors. This will reduce the amount of infiltration into the building. This will be accomplished with relief air fans (RF-2, RF-3) in the fan room, which will stage on and vary speed to accomplish relief air control.

The toilet rooms will be maintained at a slightly negative pressure relative to the building to control odors.

Plumbing

A 6" domestic water and fire water is planned to be provided by the local city water utility. The water service entry will include a double-check backflow preventer for both the domestic and fire protection branches. It is assumed that a reduced pressure backflow assembly will not be required since this facility.

Plumbing fixtures will be vitreous china or stainless steel as applicable. ADA handicapped accessible fixtures will be provided as needed.

Toilets and lavatories will be specified based on the American Standard product line. Toilet fixtures will be of the low water usage type appropriate for a public facility and generally will be wall hung. Toilet flush valves will be battery powered, sensor operated type, Sloan Royal flush or Zurn Aquaflush, no substitutions.

Battery powered, sensor operated type faucets will be used for all lavatory sinks. The drinking fountain will have push-bar type faucet operators and a sensor operated bottle filler.

Floor drains will be provided for the restrooms and the mechanical rooms. As needed, one will also be provided near the water service entry / fire riser. Trap primers will be provided as required.

The domestic water system for the building will be fed from the water service main. Domestic water piping within the building will be type L copper. Solder will be either 95-5 tin-antimony, 430 silver or Bridgit lead-free solder.

Vent piping aboveground will be cast iron or DWV copper. Sanitary waste piping will be routed throughout the building as needed and connected to the existing building waste piping, which discharges to the city sewer via a lift station. Sanitary sewer piping will be cast iron. No-hub fittings are acceptable and preferred.

Isolation valves will be quarter turn ball valves.

Domestic Hot Water

Hot water will be provided by a single 41-gallon indirect water heater. Water will be heated and stored at 120 degrees F for distribution to the building. Lavatories will be tempered with ASSE 1070 thermostatic point-of-use mixing valves to meet 2018 UPC requirements. Domestic hot water will be recirculated throughout the building by a domestic hot water circulation pump. Water circulation tie-ins to the hot water line will be located as close to the fixture as practical. The recirculation pump will be operated based on a return water temperature sensor located inside the boiler room.

No equipment is anticipated to require 140-degree F water for operation.

FIRE PROTECTION

The addition will be protected by a wet pipe fire sprinkler system in accordance with the latest requirements of NFPA 13. This will be accomplished providing a new riser and separate

zone at the water service entry. This sprinkler riser location will be shown on the drawings. Based on the existing building, it is assumed the existing city water supply will be sufficient in both quantity and pressure so that a fire pump or water storage tank is not needed.

Dry pendant or sidewall heads will be provided in areas subject to freezing such as entry vestibules.

This fire protection work will be performance specified.

BUILDING CONTROLS

Building controls will be specified to be a DDC (Direct Digital Controls) building automation system, compatible with the existing system.

CODES AND STANDARDS

Applicable Codes include, but are not limited to, the following:
International Building Code, IBC (2021 Edition)
International Fire Code, IFC (2021 Edition)
International Mechanical Code, IMC (2021 Edition)
International Existing Building Code, IEBC (2021 Edition)
Uniform Plumbing Code, UPC (2018 Edition)
National Electric Code, NEC (2020 Edition)

Applicable Standards include, but are not limited to, the following:

American National Standards Institute, ANSI
American Society of Heating, Refrigerating and Air Conditioning Engineers, ASHRAE
American Society for Testing and Materials, ASTM
National Fire Codes and Standards, NFPA
Duct Construction Standards, SMACNA
Underwriters Laboratory, UL

ENGINEERING DESIGN PARAMETERS

Outside Temperatures:

Winter (99.6% Extreme) -25.8 degrees F

Summer (0.4% Extreme) 73.1 degrees F

Inside Design Temperatures:

68 degrees F + 2 degrees F

SPECIFICATIONS LIST

Anticipated specification section to be used may include the following:

01 9100 - Commissioning
20 0000 - Mechanical General Requirements
20 0513 - Common Motor Requirements
20 0529 - Mechanical Hangers and Supports
20 0548 - Vibration and Seismic Control
20 0553 - Mechanical Identification
20 0700 - Mechanical Insulation
21 1000 - Water Based Fire Suppression Systems
22 1100 - Domestic Water Piping and Specialties
22 1300 - Sanitary Waste and Vent Piping and Specialties
22 4000 - Plumbing Fixtures
23 0593 - Testing, Adjusting and Balancing
23 1113 - Fuel Oil Piping and Specialties
23 1323 - Aboveground Fuel Oil Storage Tanks
23 2113 - Hydronic Piping and Specialties
23 2123 - Hydronic Pumps
23 3100 - Ducts and Accessories

23 3400 - HVAC Fans
23 3700 - Air Outlets and Inlets
23 5100 - Breechings, Chimneys and Stacks
23 5223 - Cast Iron Boilers and Accessories
23 7300 - Central Air Handling Units
23 8200 - Terminal Heating and Cooling Units
25 3000 - Building Automation System Field Devices
25 4000 - Variable Speed Drives
25 5000 - Building Automation System
25 9000 - Sequences of Operation

ELECTRICAL NARRATIVE (Prepared by AMC Engineers)

General

This narrative summarizes the 35% electrical engineering Basis of Design (BOD) for the Yukon Kuskokwim Fitness Center Gym Expansion located in Bethel, Alaska. The new gym expansion will be located on the west side of the existing fitness center.

The overall project goal is to add the new gym expansion to the existing Yukon Kuskokwim Fitness Center. The gym will be used for community-based events, entertainment, and sporting events. There will also be two new computer lab additions to the existing fitness center that will be constructed in conjunction with the new gym expansion. The existing electrical service for the fitness center has enough spare capacity to serve the new gym expansion and both computer lab additions.

The contractor will be required to coordinate with Owner for construction phasing of electrical systems. Building shut-off hours will need to be strategically planned during construction. Areas requiring ongoing service will need to be discussed and coordinated ahead of time. Some disruptions to services are expected, though the goal will be to minimize disruptions through careful planning and coordination with project phasing.

Codes and Standards

This BOD incorporates the current codes adopted by the City of Bethel (AHJ) which include:

- International Building Code, IBC (2021 Edition)
- International Fire Code, IFC (2021 Edition)
- International Mechanical Code, IMC (2021 Edition)
- National Electrical Code, NEC (2020 Edition)

Basic Materials and Methods

Conduit for use on this project will be of the following types:

- Galvanized rigid steel conduit – GRC
- Intermediate metal conduit - IMC
- Electrical metallic tubing – EMT
- Flexible metallic conduit - FMC
- Liquid-tight flexible metallic conduit – LFMC

Conductors for use on this project will be of the following types:

- Conductors will be copper.
- Indoor conductors will be provided with type THHN/THWN insulation.
- Outdoor conductors will be provided with type XHHW insulation.

Outdoor conductors and conductors installed in unheated spaces will be provided with Type XHHW or XHHW-2 insulation. Conductors between VSDs and motors will be provided with Type XHHW-2 insulation.

Panelboard assemblies will be enclosed in steel cabinets. "Door-in-door" construction shall be furnished on all panelboards unless otherwise noted. Spare conduits will be stubbed into accessible ceiling space from all flush mounted panels.

Molded case circuit breakers will be suitable for individual as well as panelboard mounting. Bolt-in type only. No breakers designated "plug-on" type.

Hand-Off-Auto (H.O.A.) switches or (Relay-In a-Box) RIB relays (by others) with pilot lights will be provided for motor starters for interface to the building automation system.

Enclosures for equipment in corrosive environments including outdoors will be NEMA 4X type.

Device faceplates will be stainless steel with engraved circuit numbers.

Power wiring will be in raceways.

Homeruns will be a minimum of 3/4-inch conduit.

Feeder and branch circuit conductors throughout the project electrical system will be color coded per NEC standards.

Interior branch circuit wiring will be in concealed conduit, EMT (or other suitable types as noted above) or as noted on drawings. Exposed raceway use will be limited to above ceilings, mechanical, and utility spaces.

The raceway system will be bonded in conformity with NEC requirements to provide a continuous ground path. An additional grounding conductor will be provided in conformity with Table 250.122 of NEC.

Boxes:

- Junction and outlet boxes will be concealed flush in walls in finished spaces. Exposed junction and outlet boxes raceway use will be limited to above ceilings, mechanical, and utility spaces.
- Junction boxes will be commercial-grade, metallic.

Devices:

- Lighting controls with dimming will be low voltage, 0-10V dimming, pushbutton style. Line voltage, toggle switches will be UL listed 20 Amp rated and limited to mechanical and utility spaces.
- General purpose receptacles will be 125 Volt, 20 Amp rated.
- GFCI receptacles with trip point to not exceed 5 milliamps. Personnel protection will be provided in locations where required by Code.

Power

Utility power for the existing fitness center is provided by AVEC, the service is rated at 1200 Amps, 208Y/120 Volt, 3-phase, 4-wire. The Fitness Center Main Distribution Panel (MDP) is rated 1200 Amps, 208Y/120 Volt, 3-phase, 4-wire and is located in main Electrical Room 121. There is also a Standby distribution panel (SDP) rated 600 Amps, 208Y/120 Volt, 3-phase, 4-wire located in Generator Room 126. The SDP is served from an automatic transfer switch with the primary source connected to the MDP via a 600 Amp circuit breaker and the alternate source connected to a 150kW generator via a 600 Amp circuit breaker.

The existing emergency power backup generator connects to two (2) existing automatic transfer switches (ATSs). The first ATS is 50 Amp, 4-wire, 4-pole and provides NEC 700 emergency power to existing branch circuit panel E2A. Panel E2A connects to emergency egress lighting and exit signs in the existing fitness center. The second ATS is 600 Amp, 4-

wire, 4-pole and provides NEC 702 standby power to the existing SDP. The SDP powers all mechanical equipment, as well as select receptacle and lighting loads.

Based on the original building design, utility meter records, and preliminary load calculations, the Fitness Center Main Service and generator has the capacity to support the new gym expansion and computer lab.

The gym expansion normal power will be served from the existing fitness center MDP. A feeder from the MDP will supply power to a 100 Amp, 208Y/120 Volt, 3-phase, 4-wire branch circuit panel, N2G, located in the Boiler Room. Standby power serving the gym expansion will be provided by the existing fitness center SDP. A feeder from the SDP will supply power to a 200 Amp, 208Y/120 Volt, 3-phase, 4-wire branch circuit panel, S2G, located in the Boiler Room. Both new panels will incorporate surge protective devices integral to the panelboard assembly. Emergency egress lighting and exit signs for the gym expansion will be connected to existing panel E2A.

Mechanical Coordination:

Power will be provided to support the following mechanical items, refer to mechanical drawings and design narrative for a comprehensive list of mechanical equipment and equipment locations:

- Air Source Heat Pumps (HP-xx)
- Hydronic Pumps (PMP-xx)
- Air Handling Unit (AHU-xx)
- Exhaust Fans (EF-xx)
- Toilet Flush Valves (if requiring hard wired connection)
- Sensor Operated Faucets
- Trap Primers
- Drinking Fountains

Lighting

Lighting will be furnished in accordance with the Illuminating Engineering Society of North America (IESNA) Lighting Library, and the current State of Alaska regulations administered by DEC. Lighting concepts will be fully developed in coordination with the architect during the Design Development phase. Some preliminary concepts are described below based on area types.

LED building mounted lighting fixtures will be provided on the exterior of the gym expansion above egress doors to provide code required egress lighting.

The interior lighting will be comprised of a variety of fixture types used to distribute lighting in a controlled way that will be efficient, flexible and will complement the architecture in their respective spaces. Fixtures will contain integral LEDs and drivers and will have a 4000K color temperature.

Exit signs and emergency egress fixtures will connect to the NEC 700 emergency branch circuit panel E2A and will be controlled via a UL924 listed transfer device to provide Code required egress lighting illumination per the IBC.

Mechanical/Electrical/Utility Spaces:

25-40 fc horizontal. Pendant, surface mounted, or recessed utilitarian lighting will be provided depending on the ceiling type in the space.

Electrical and mechanical rooms will be equipped with manual controls.

Storage Rooms:

20 fc horizontal. Pendant, surface mounted, or recessed utilitarian lighting will be provided depending on the ceiling type in the space.

Storage rooms will be equipped with manual controls.

Restrooms:

20 fc horizontal. Recessed downlights, perimeter fixture, and vanity fixtures will provide general area lighting and add a visual light source to the space. Care will be taken to assure increased light levels are available at the mirror locations with vanity light (minimum of 50 fc).

Light fixtures will be automatically controlled on and off with occupancy sensing controls.

Gym:

50 fc horizontal. High bay pendant light fixtures will be provided in the gym to provide adequate vertical and horizontal illumination for events and activities. Lighting will be divided into 3-4 zones corresponding with the final layout of the retractable partitions.

Dimming controls will be provided to allow occupants to tune the light level to meet the requirements for different types of events.

Walkway Corridor:

10 fc horizontal. Walkway recessed ceiling mounted linear light fixtures will generally match the form of existing corridor fixtures in the fitness center.

Lighting will be controlled with existing corridor lighting via the existing public area lighting contactor.

Computer Lab:

Existing lighting will remain in the renovated computer lab / telehealth conference room.

Telecom:

The telecom system will be in accordance with the latest ANSI/TIA standards for telecommunication. New cabling, outlets, and patch panels will be rated Category 6.

The system will include outlets, conduit, cable trays, cables, terminations, specifying test documentation and other “passive” components. A partial system description includes:

- Telecommunication outlets in gym expansion and new computer labs.
- Horizontal cabling from outlets to modular patch panels in existing telecom room.
- Patch cables mounted in telecom rack in existing telecom room.
- Data network switches (by owner)
- Data network equipment (by owner)

Telecommunication horizontal cabling will be run in conduit and/or existing cable tray. Patch panels will be provided in existing telecom racks in fitness center to accommodate the gym expansion. No additional backbone cabling will be required.

Public Address (Paging System/Music)

Public address/sound system will be provided at the gym expansion and tied in with the existing PA system located in Manager's Office 103. Amplifiers, speakers, equalizers, cables, and accessories will be added to the existing system to serve the gymnasium expansion.

Video Surveillance System

The existing IP based Video Surveillance system contains exterior cameras covering the parking areas and interior cameras covering the entrances and main public spaces. Cameras are connected to the fitness center NVR System. Cabling from cameras terminate on a dedicated patch panel in the Telecom Room 122 and are patched to a dedicated network switch.

Interior and exterior cameras will be provided to accommodate the gym expansion. Two exterior cameras (one at the northwest corner and one at the southwest corner of the

expansion) and four interior cameras will be provided. Cameras will be connected to existing Video Surveillance system with cabling terminating on the existing patch panel.

Intrusion Detection and Access Control Systems

The existing intrusion detection system at the existing fitness center consists of door contacts on exterior doors, passive infrared motion detectors in corridors, and glass break sensors near exterior windows. This system will be extended into the gym expansion.

The Gymnasium expansion will be divided into two zones, the gym and connector area being one zone and the exterior doors representing the other zone. Devices will be connected back to the intrusion detection system panel in Telecom Room 122.

There is no electronic access control system installed at the existing fitness center; therefore, no electronic access control is anticipated for the gymnasium expansion.

Fire Alarm

The existing fire alarm and detection system installed at the fitness center is manufactured by Simplex. The notification and initiation circuits are wired in two-wire Class "B" configuration.

Devices will be provided to accommodate the gym expansion and connected back to the existing fire alarm system. Notification devices will be provided in all occupiable spaces to provide audible and visual notification of an alarm in accordance with NFPA 72. Duct smoke detectors will be provided at air handling equipment larger than 2,000 CFM per IMC requirements. Pull stations will be provided at exterior egress doors.

Specifications List

The following is a list of anticipated Division 26, 27 and 28 specification sections:

1. 26 0000 - Electrical General Requirements
2. 26 0519 - Low Voltage Electrical Power Conductors and Cables
3. 26 0526 - Grounding and Bonding for Electrical Systems
4. 26 0529 - Hangers and Supports for Electrical Systems
5. 26 0533 - Raceway and Boxes for Electrical Systems
6. 26 0553 - Identification for Electrical Systems
7. 26 0923 - Lighting Control Devices
8. 26 2416 - Panelboards
9. 26 2726 - Wiring Devices
10. 26 2800 - Low Voltage Circuit Protective Devices
11. 26 2816 - Enclosed Switches and Circuit Breakers
12. 26 2816 - Low Voltage Controllers
13. 26 4300 - Surge Protective Devices
14. 26 5000 - Lighting Fixtures
15. 27 2010 - Telecom Distribution System
16. 27 5116 - Public Address Systems
17. 28 2000 - Video Surveillance System
18. 28 3100 - Intrusion Detection System
19. 28 4600 - Fire Detection and Alarm

END OF 35% NARRATIVE

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CITY OF BETHEL Yukon Kuskokwim Community Center Expansion

Autodesk Docs://24048 01 Dowl Bethel YK Fitness Center Gym Expansion/Bethel YK Fitness Center Gym Expansion R23.rvt
Plot Date Time: 10/4/2024 11:35:43 AM

ARCHITECTURAL ABBREVIATIONS					
D	& ∠ @ CL o #	AND ANGLE AT CENTERLINE DEGREE NUMBER	F.O.S. F.O. F.R.P. FRPF FRT FT FTG FURR FUT	FACE OF STUD FACE OF (Conc. etc.) FIBER REINFORCED PANEL FIREPROOFING FIRE-RETARDANT TREATED FOOT OR FEET FOOTING FURRING FUTURE	PLYWD PLYWOOD PR PREFAB PRMA PROJ PT P.T. PTD PVC
	ABV AC ACP ACT ACOUS	ABOVE ASPHALTIC CONCRETE ACOUSTICAL CEILING PANEL ACOUSTICAL CEILING TILE ACOUSTICAL	GA GAL GALV G.B. G.I. GL GT GWB GYM GYP.	GAUGE GALLON GALVANIZED GRAB BAR GALVANIZED IRON GLASS GLASS TYPE GYPSUM WALL BOARD GYMNASIUM GYPSUM	R R.D. REF REFR REINF REQ R.H. R.L. RM R.O. R.O.W. RTU
	BD BLDG BLKG BLW BM B.O. B.S. BTU BUR	BOARD BUILDING BLOCKING BELOW BENCH MARK BOTTOM OF BOTH SIDES BRITISH THERMAL UNIT BUILT-UP ROOF	H.B. H.C. HDWD HDWR H.M. H.M.F. HORIZ H.P. HR HT HW HWY	HOSE BIB HOLLOW CORE HARDWOOD HARDWARE HOLLOW METAL HOLLOW METAL FRAME HORIZONTAL HIGH POINT HOUR HEIGHT HOT WATER HIGHWAY	S SOUTH SAN S.C. SCHED SE SECT SHEATH SHT SIM SND SPEC SQ S.S. S.S.T. STD STL STOR STRUCT ST.S SUSP SV SW SYM
	CAB C.B. CEM C.I. CIRC CLG CLR C.M.P. CMU COL COMP CONC CONSTR CONT COOR CORR C.R. C.R.C. C.T. CTR	CABINET CATCH BASIN CEMENT CAST IRON CIRCULAR CEILING CLEAR CORRUGATED METAL PIPE CONCRETE MASONRY UNIT COLUMN COMPOSITION CONCRETE CONSTRUCTION CONTINUOUS COORDINATE CORRIDOR COLD ROLLED COLD ROLLED CHANNEL CERAMIC TILE CENTER	I.D. () OR IN IHM INSUL INT JAN JT KIT LAB LAM LAV LB LH LL L.O.W. L.P.	INSIDE DIAMETER INCHES INSULATED HOLLOW METAL INSULATION INTERIOR JANITOR JOINT KITCHEN LABORATORY LAMINATE OR LAMINATED LAVATORY POUND LEFT HAND LIVE LOAD LIMITS OF WORK LOW POINT	TB TBHM TEL TEMP TERR T&G THRU T.O. T.O.S. TV TYP
	DBL DEPT D.F. DET DIA DIAG DIM DISP DL DN DS DWG	DOUBLE DEPARTMENT DRINKING FOUNTAIN DETAIL DIAMETER DIAGONAL DIMENSION DISPENSER DEAD LOAD DOWN DOWNSPOUT DRAWINGS	MATL MAX MECH MET OR MTL MFR MH MIN MISC M.O. MULL	MATERIAL MAXIMUM MECHANICAL METAL MANUFACTURER MANHOLE MINIMUM OR MINUTE MISCELLANEOUS MASONRY OPENING MULLION	UAA UL UNFIN UNO
	E (E) EA E.I.F.S. ELEV ELEV ELEC EMB EQ EQUIP E.G. EXIST EXP EXP.AGG. EXP.JT.	EAST EXISTING EACH EXTERIOR INSULATION & FINISH SYSTEM ELEVATION ELEVATOR ELECTRICAL EMBOSSING EQUAL EQUIPMENT EACH SIDE EXISTING EXPOSED EXPANSION EXPOSED AGGREGATE EXPANSION JOINT EXTERIOR	N NE NIC NO NOM NTS NW O O.C. O.D. OFD OFF OFCI	NORTH NORTHEAST NOT IN CONTRACT NUMBER NOMINAL NOT TO SCALE NORTHWEST OVER ON CENTER OUTSIDE DIAMETER OVERFLOW DRAIN OFFICE OWNER FURNISHED, CONTRACTOR INSTALLED OWNER INSTALLED OVERHEAD OPENING OPPOSITE	VCT VERT VEST VR VTR W W/ WC WD W/O WP WT
	F.B. F.D. FDN F.E. F.E.C. FIN FF FF FLUOR F.O.B. F.O.F.	FLAT BAR FLOOR DRAIN FOUNDATION FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET FINISH FACTORY FINISH(ED) FINISH FLOOR FLUORESCENT FACE OF BLOCK FACE OF FINISH	OH OPNG OPP PARA PART PERF PERM PERP P.I.C. PL P.LAM PLAST	PARALLEL PARTITION PERFORATED PERMANENT PERPENDICULAR PRECAST INSULATED CONCRETE PLATE PLASTIC LAMINATE PLASTER	

PROJECT DESCRIPTION

SEE 35% PROJECT NARRATIVE DOCUMENT

STATE MAP

VICINITY MAP

DRAWING INDEX	
GENERAL	
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CIVIL	
C100	OVERALL SITE PLAN
STRUCTURAL	
S001	GENERAL NOTES
S101	PILE PLAN
S111	LEVEL 1 FRAMING PLAN
S121	MEZZANINE FRAMING PLAN
S131	ROOF FRAMING PLAN
S201	BRACE FRAME ELEVATIONS
S202	BRACE FRAME ELEVATIONS
S203	BRACE FRAME ELEVATIONS
MECHANICAL	
M001	LEGEND AND ABBREVIATIONS
M002	MECHANICAL SCHEDULES
M003	MECHANICAL SCHEDULES
M101	OVERALL PLAN - MECHANICAL
M102	EXISTING BUILDING - PARTIAL UNDERFLOOR PLAN - PLUMBING
M201	ENLARGED PLANS - PLUMBING
M300	UNDERFLOOR PLAN - HEATING
M301	MAIN LEVEL FLOOR PLAN - HEATING
M401	MAIN LEVEL FLOOR PLAN - VENTILATION
M501	ENLARGED PLANS AND SECTIONS - BOILER ROOM
M502	ENLARGED PLANS AND SECTIONS - FAN ROOM
M601	DIAGRAMS AND DETAILS - PLUMBING
M701	DIAGRAMS AND DETAILS - HEATING
M702	DIAGRAMS AND DETAILS - HEATING
M801	DIAGRAMS AND DETAILS - VENTILATION
ELECTRICAL	
E001	LEGEND AND ABBREVIATIONS
E101	OVERALL MAIN LEVEL FLOOR PLAN - ELECTRICAL
E501	ENLARGED PLANS - BOILER ROOM AND MEZZANINE FAN ROOM
E801	POWER ONE-LINE DIAGRAM

ARCHITECTURAL DRAWING CONVENTIONS								
A								
	NORTH ARROW	GRID LINES	SHEET NOTE TAG	BLDG./WALL SECTION	DISCIPLINE	DETAIL	EXTERIOR ELEVATION	PARTITION TYPE
	REVISIONS	DOOR NUMBER	DEMOLITION	VERT. CONTROL POINT	WINDOW TYPE	ROOM TAG	INTERIOR ELEVATION	MATCHLINE

GENERAL PROJECT NOTES

- ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE BUILDING CODES OUTLINED ON THE LIFE SAFETY PLAN, AND ALL OTHER STATE AND LOCAL CODES, INCLUDING ALL AMENDMENTS.
- ALL WORK SHALL CONFORM TO THE AMERICAN DISABILITIES ACT (A.D.A.) ACCESSIBILITY GUIDELINES FOR BUILDING AND FACILITIES (A.D.A.G.) AND A.N.S.I. 117.1 UNLESS NOTED OTHERWISE.
- ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF CONCRETE, FACE OF C.M.U., TO CENTERLINE OF STRUCTURAL COLUMN, OR TO STRUCTURAL GRID-LINE UNLESS NOTED OTHERWISE.
- DIMENSIONS NOTED AS 'CLEAR' (OR CLR.) SHALL BE TO FINISHED FACE.
- DO NOT SCALE THE DRAWINGS TO OBTAIN CONSTRUCTION DIMENSIONS.

Revisions

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Sheet Contents

GENERAL NOTES, ABBREVIATIONS, LOCATION MAP AND SHEET INDEX

Sheet No.

G100

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Yukon Kuskokwim Community Center Expansion
BETHEL, ALASKA

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Plot Date Time: 10/4/2024 11:35:45 AM

D

C

B

A

1

2

3

4

BUILDING CODE INFORMATION

GENERAL PROJECT DESCRIPTION: CONSTRUCTION OF AN ADDITION METAL FRAMED BUILDING WHICH WILL SERVE AS AN EXERCISE MULTIPURPOSE FACILITY ADDITION TO THE EXISTING REC CENTER. THE BUILDING CONSTRUCTION TYPE V-B WITH (NON-FIRE RATED) PER TABLE 601, OCCUPANCY "A" WITH EXERCISE, ASSEMBLY, STORAGE, AND SUPPORT SPACES. (SECTION 502 CONSTRUCTION CLASSIFICATION; TABLE 601, FIRE-RESISTIVE RATING REQUIREMENTS FOR BUILDING ELEMENTS (HOURS))

THE BUILDING SHALL COMPLY WITH THE REQUIREMENTS OF THE 2021 INTERNATIONAL BUILDING CODE AS MODIFIED BY THE STATE OF ALASKA.

OCCUPANCY CLASSIFICATION: (SECTION 302 OCCUPANCY CLASSIFICATION AND USE DESIGNATION)
GROUP A-4 - ASSEMBLY GATHERING OF PERSONS FOR PURPOSES SUCH AS CIVIC, SOCIAL, RECREATION, INDOOR SPORTING EVENTS WITH SPECTATOR SEATING

OCCUPANCY OF SPACES PER IBC 2021, TABLE 1004.5
ACCESSORY STORAGE, MECH. EQUIPMENT = 300 GROSS
EXERCISE ROOMS = 50 GROSS

BUILDING HEIGHT AND NUMBER OF STORIES: SECTION 504, HEIGHT PER TABLE 504.3 AND NUMBER OF STORIES PER TABLE 504.4)
OCCUPANCY GROUPS: ALLOWABLE BUILDING HEIGHT 60 FEET NUMBER OF STORIES ABOVE GRADE 2
A (S)

ACTUAL HEIGHT= 43'-0" < 60'-0", OK
ACTUAL NUMBER OF STORIES = 1 STORY, OK

BUILDING AREA: (SECTION 506, TABLE 506.2)
ALLOWABLE BUILDING AREA TABULAR BUILDING AREA PER TABLE 506.2 OCC. A-4 = 24,000 SF

FRONTAGE INCREASE: (SECTION 506.3.3, TABLE 506.3.3)
PERCENTAGE OF BUILDING PERIMETER OPEN = 75 TO 100
OPEN SPACE (FEET) AWAY FROM BUILDING = 30 OR GREATER
FRONTAGE INCREASE FACTOR = 1.75 X 24,000 = 42,000 SF PER FLOOR

EXISTING MAIN LEVEL REC CENTER: 23,160 SF
ADDITION MAIN LEVEL AREA: 14,431 SF

COMBINED MAIN LEVEL AREA: 37,591 SF < 42,000 SF, OK

INCIDENTAL USES: SECTION 509.3 AREA LIMITATIONS
INCIDENTAL USES SHALL NOT OCCUPY MORE THAN 10 PERCENT OF THE BUILDING AREA OF THE STORY IN WHICH THEY ARE LOCATED.
TOTAL STORAGE ROOM AREA: 274 SF EXISTING +, 472 SF + 472 SF = 1,218 SF < 10%(3,760) OF 37,591 SF TOTAL, OK

LIFE SAFETY PLAN LEGEND

- 1-HOUR FIRE RATED WALL SEE PARTITION TYPE
- EXIT SIGN LOCATION
- FIRE EXTINGUISHER UL-RATED: 2A-10B:C
- KNOX BOX LOCATION
- EXIT DISCHARGE



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Sheet Contents
LIFE SAFETY PLANS

Sheet No.
LS101

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LS101/

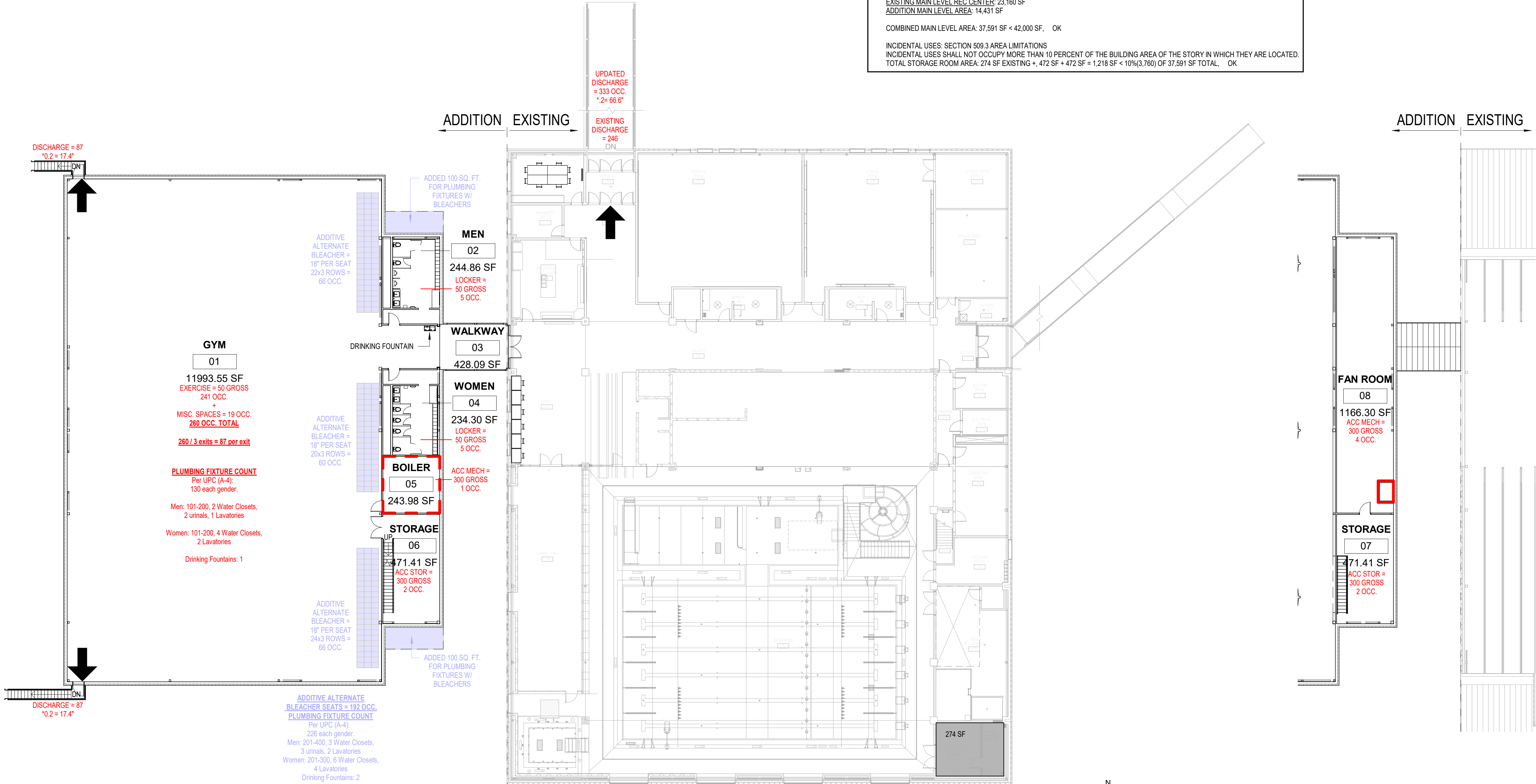
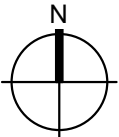
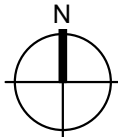
MAIN LEVEL LIFE SAFETY PLAN

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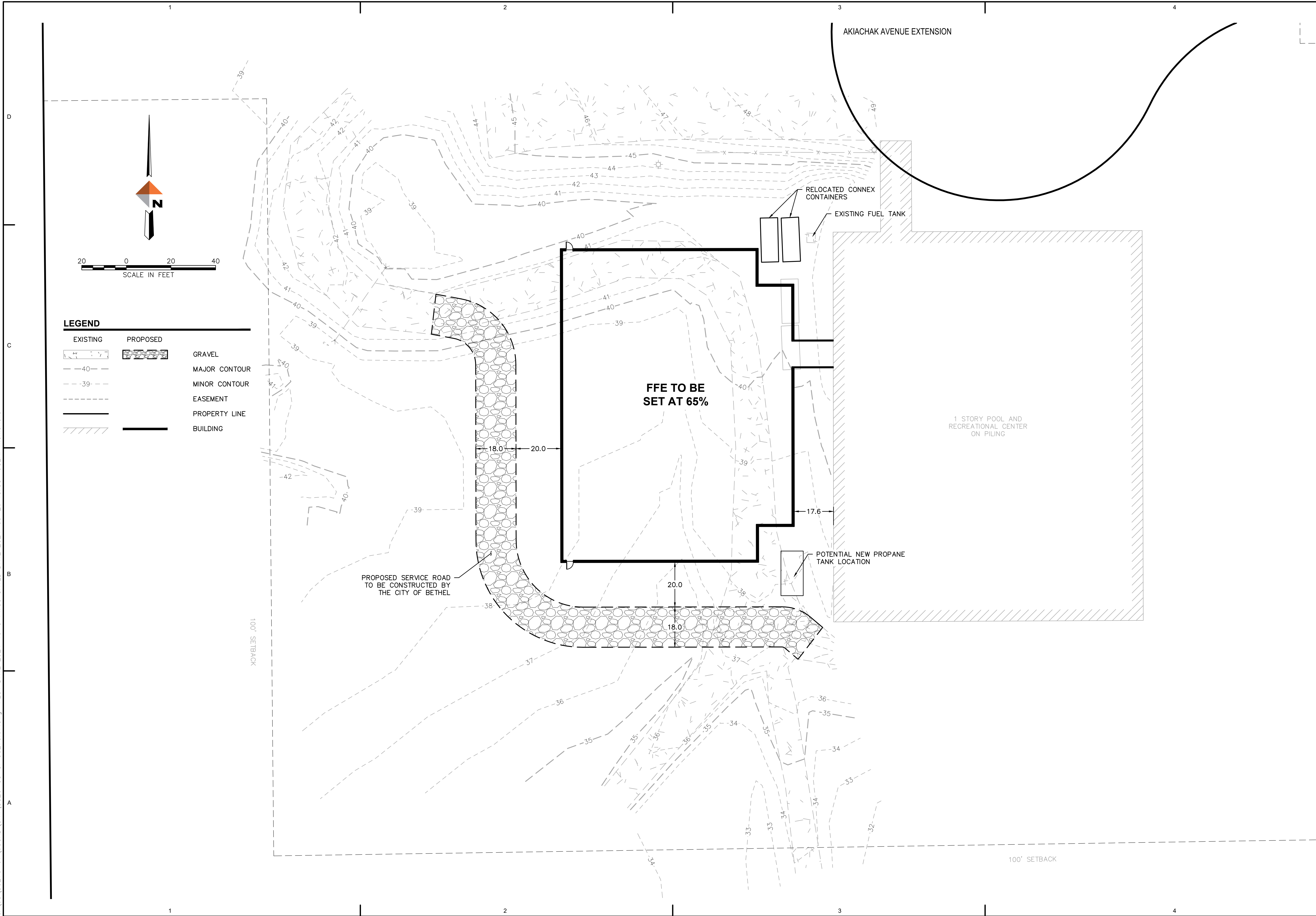
A4
LS101/

MEZZANINE LEVEL LIFE SAFETY PLAN

1/16" = 1'-0"



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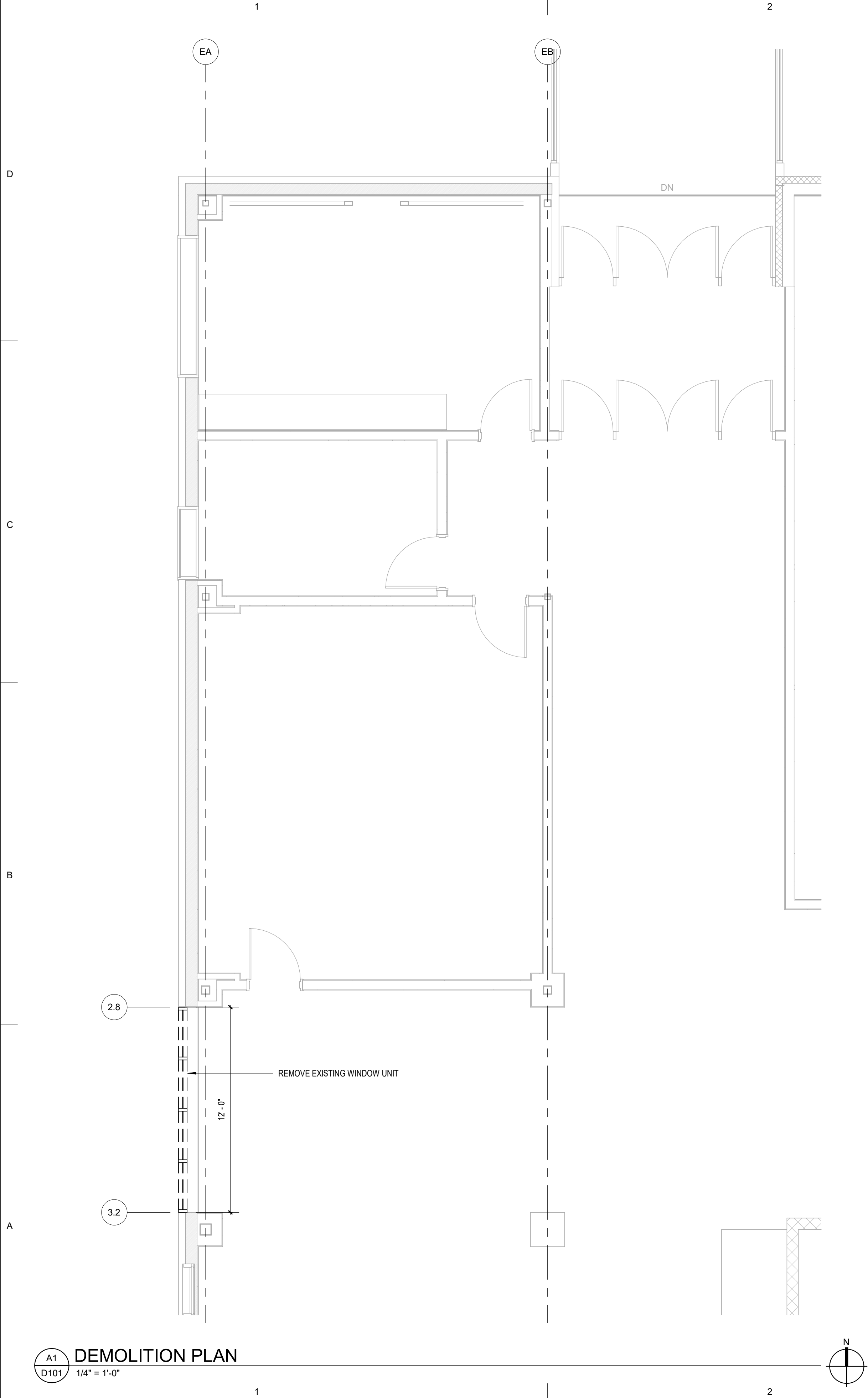
Sheet Contents

OVERALL SITE PLAN

Sheet No.

C100

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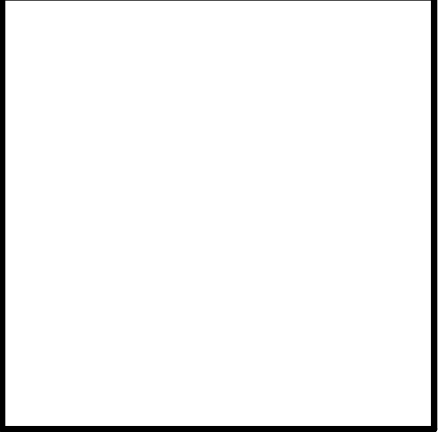


A1
D101
DEMOLITION PLAN
1/4" = 1'-0"



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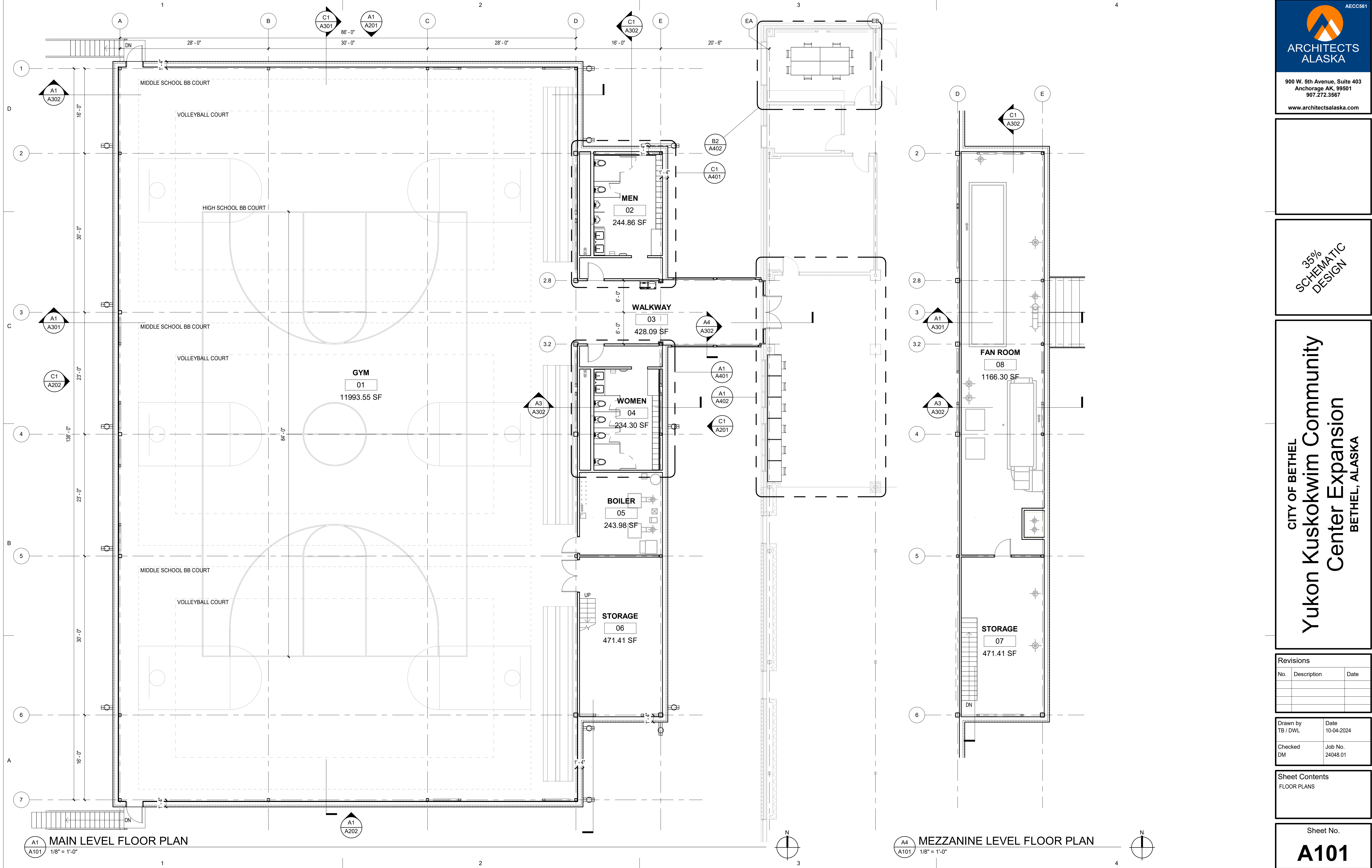
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Sheet Contents DEMOLITION

Sheet No.

D101

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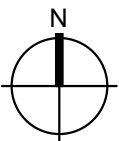
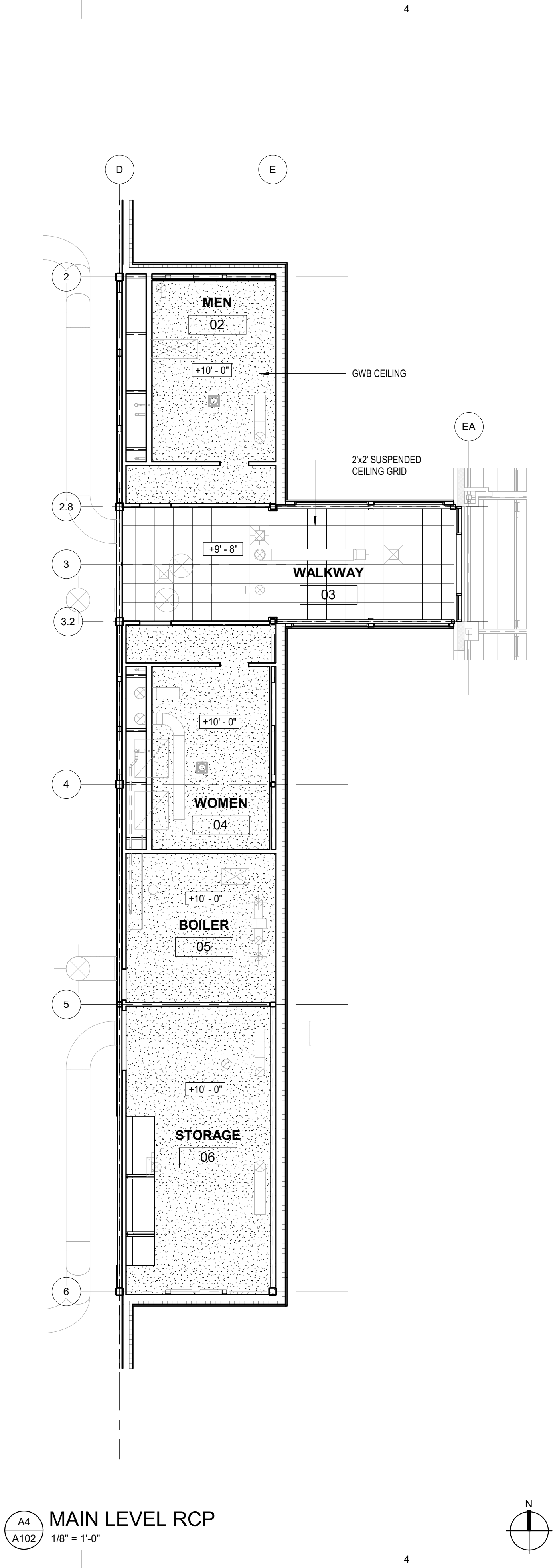
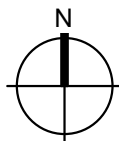
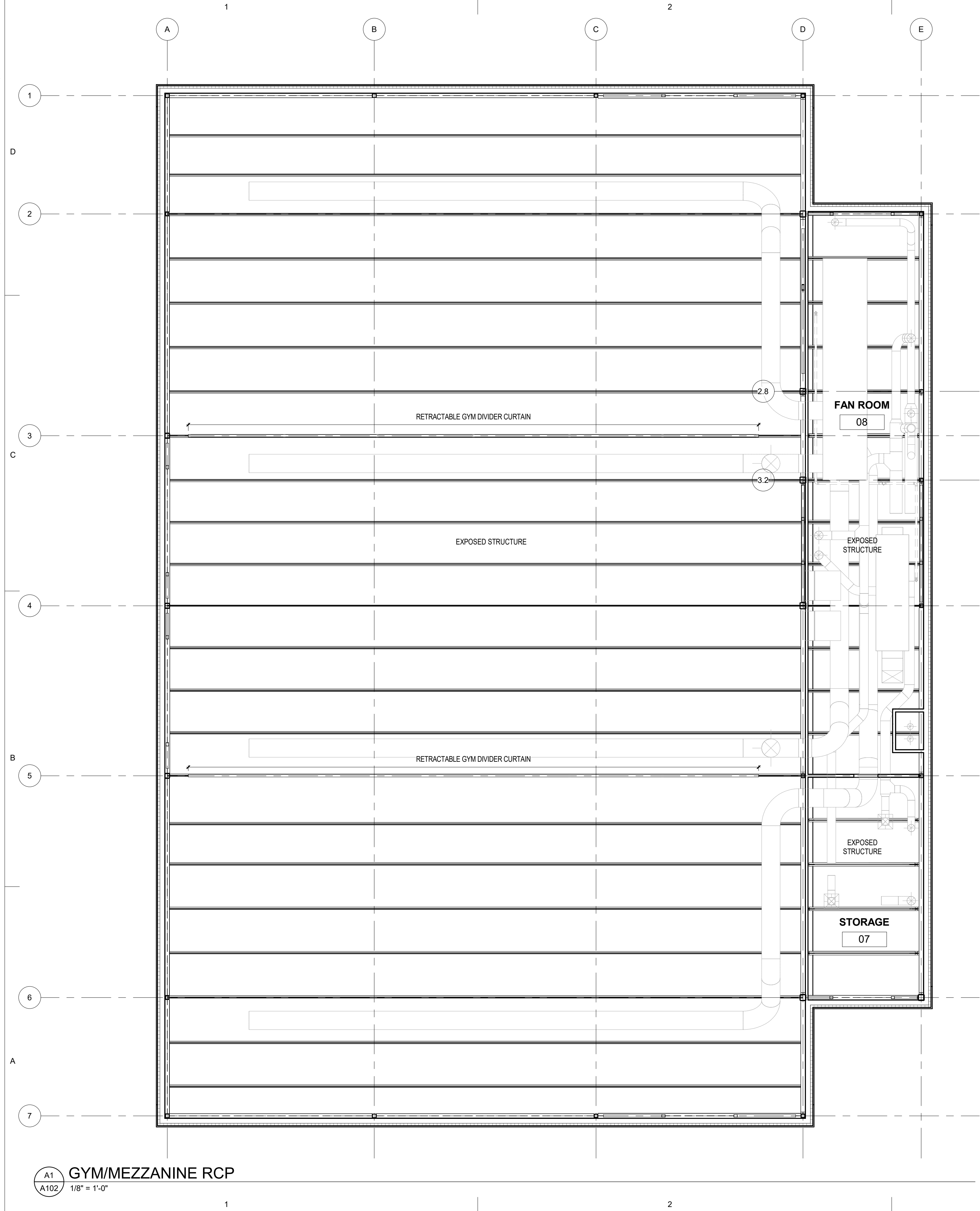
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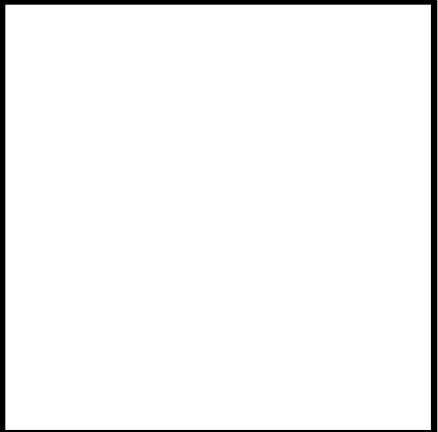
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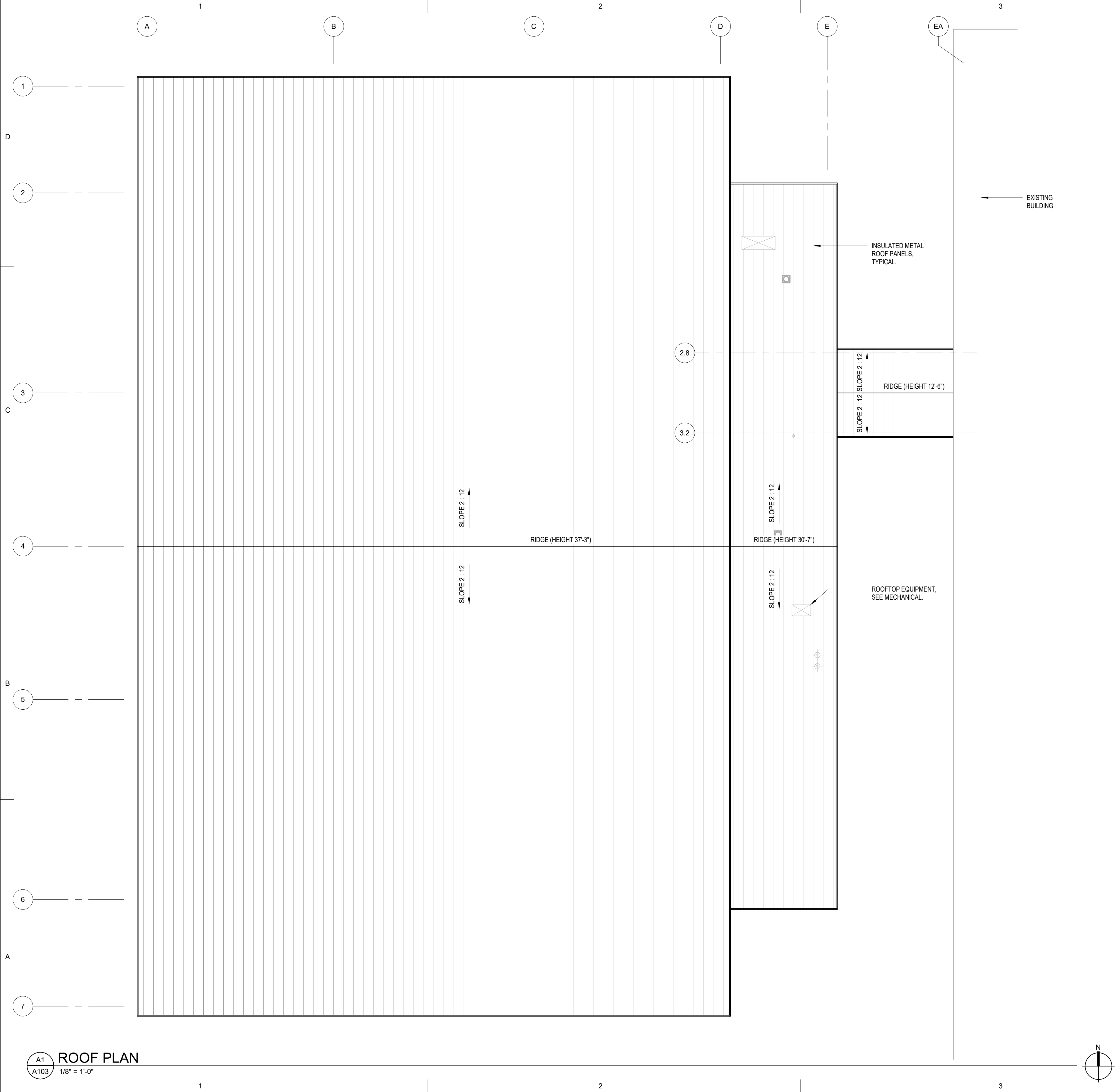
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Sheet Contents REFLECTED CEILING PLANS

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A1
A103

ROOF PLAN

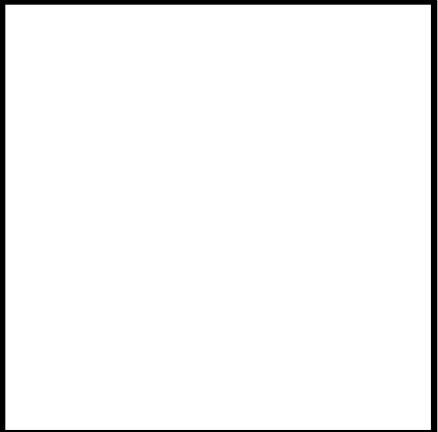
1/8" = 1'-0"

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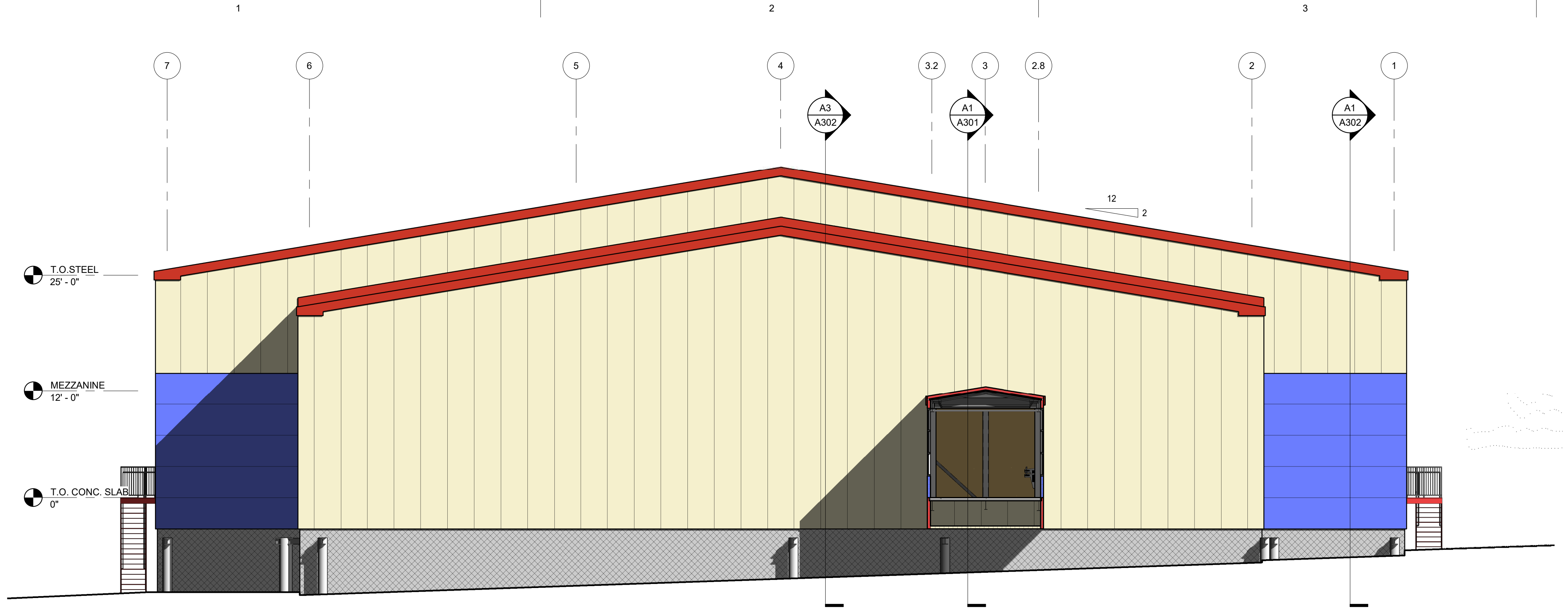
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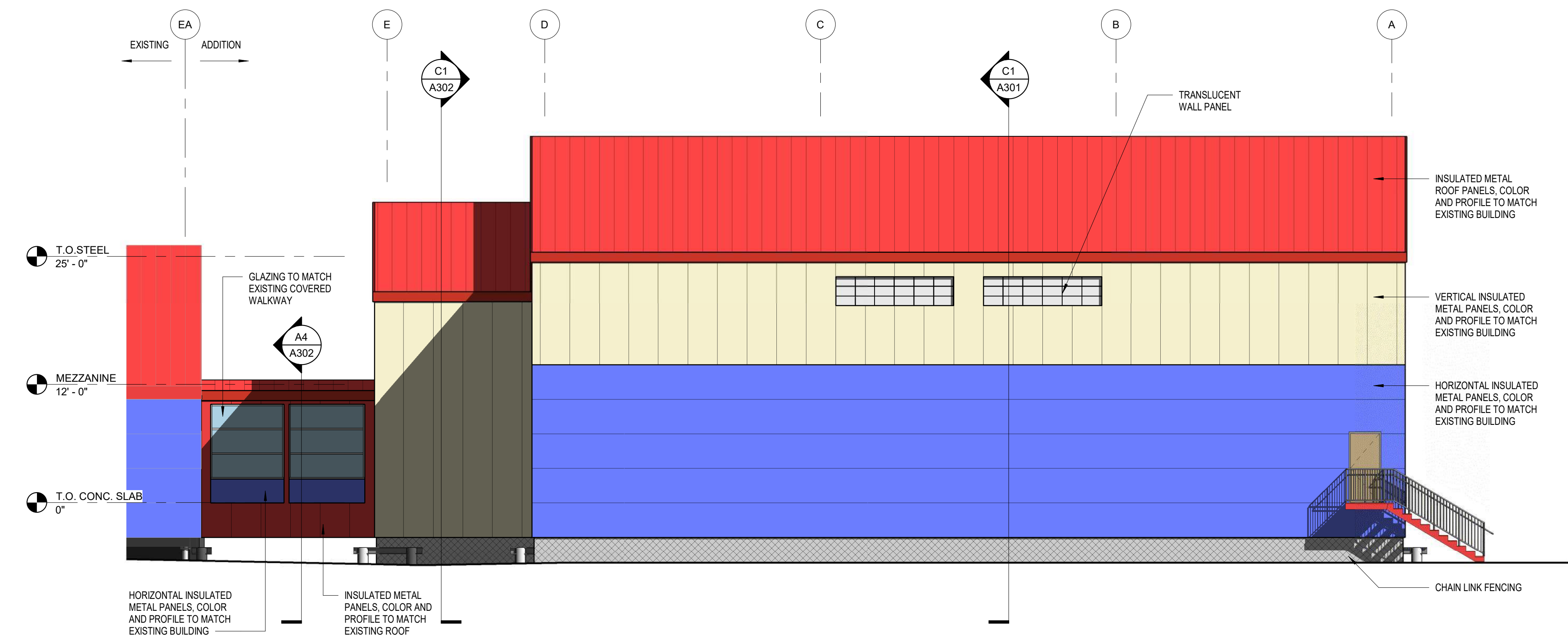
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EAST ELEVATION
1/8" = 1'-0"

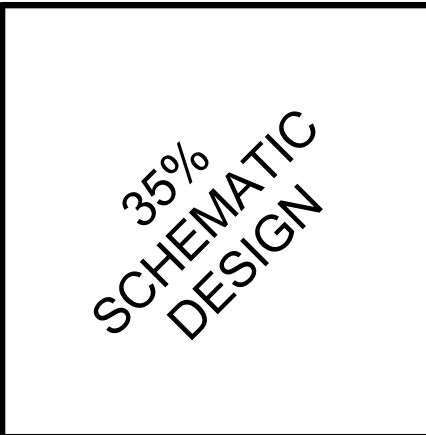
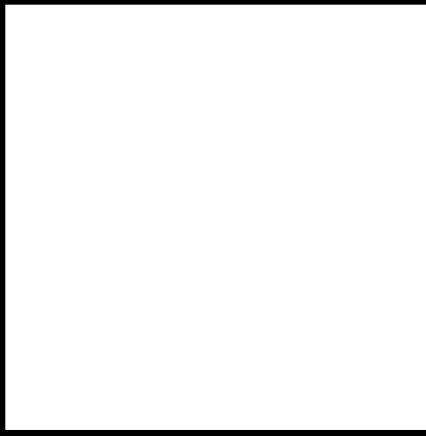


NORTH ELEVATION
1/8" = 1'-0"



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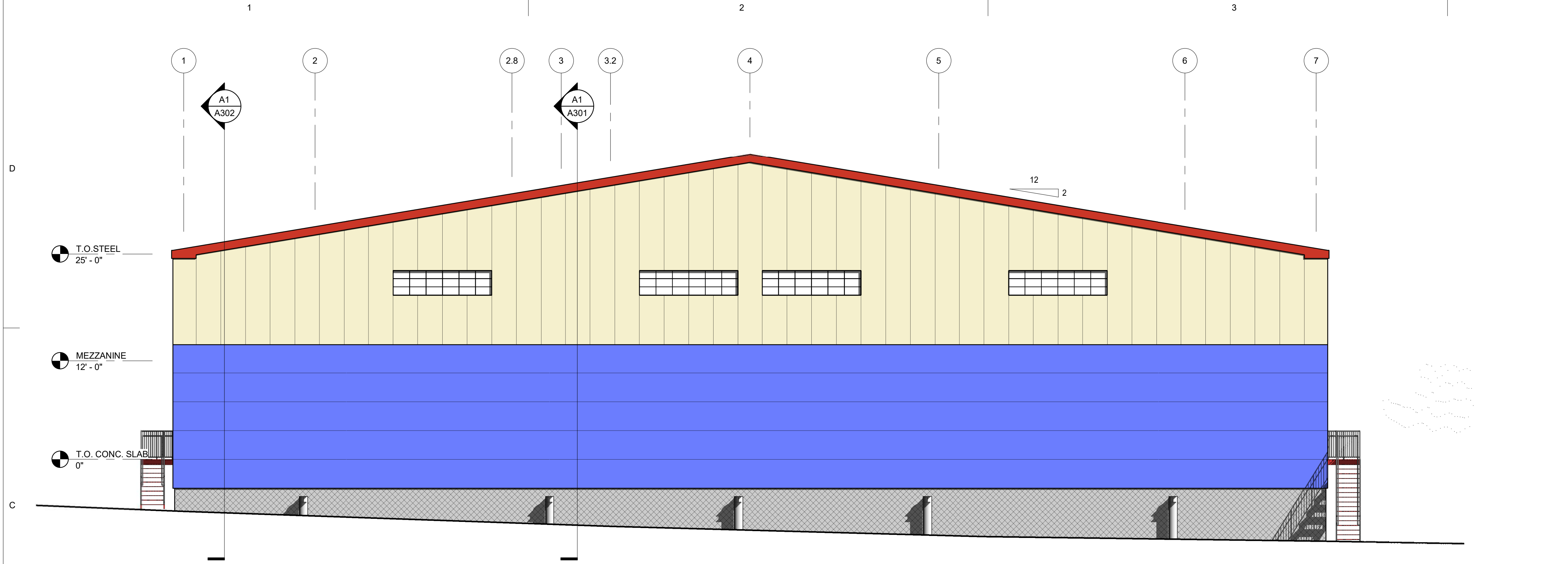
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Sheet Contents
EXTERIOR ELEVATIONS

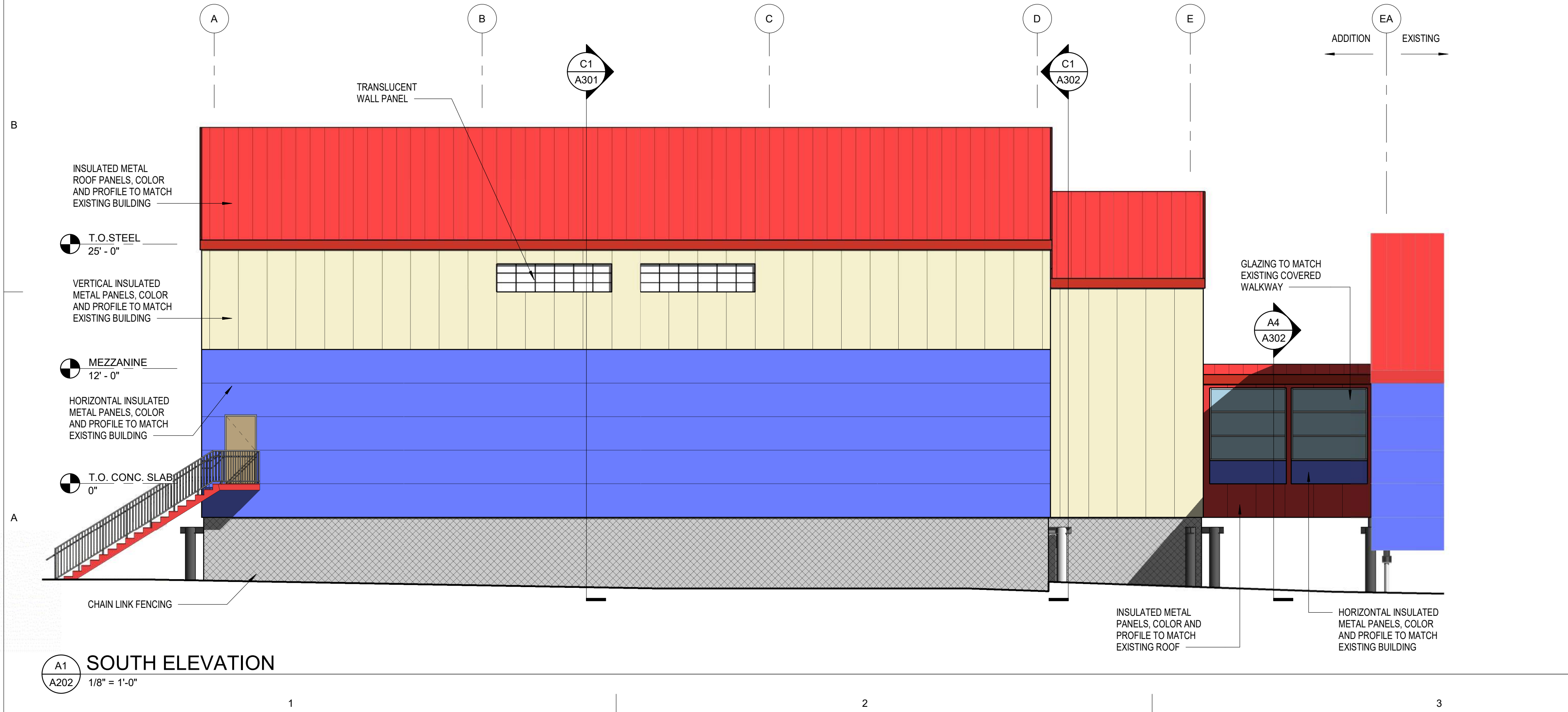
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C1
A202
WEST ELEVATION
1/8" = 1'-0"



A1
A202
SOUTH ELEVATION
1/8" = 1'-0"

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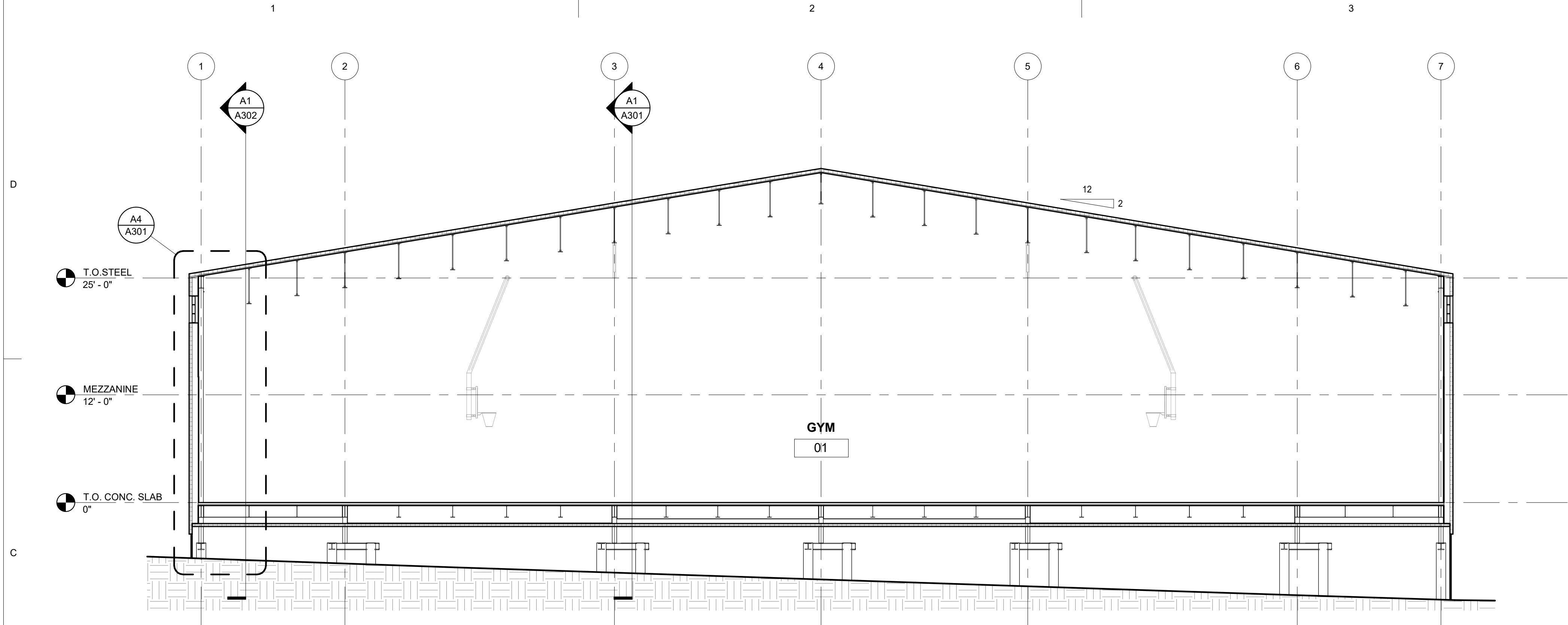
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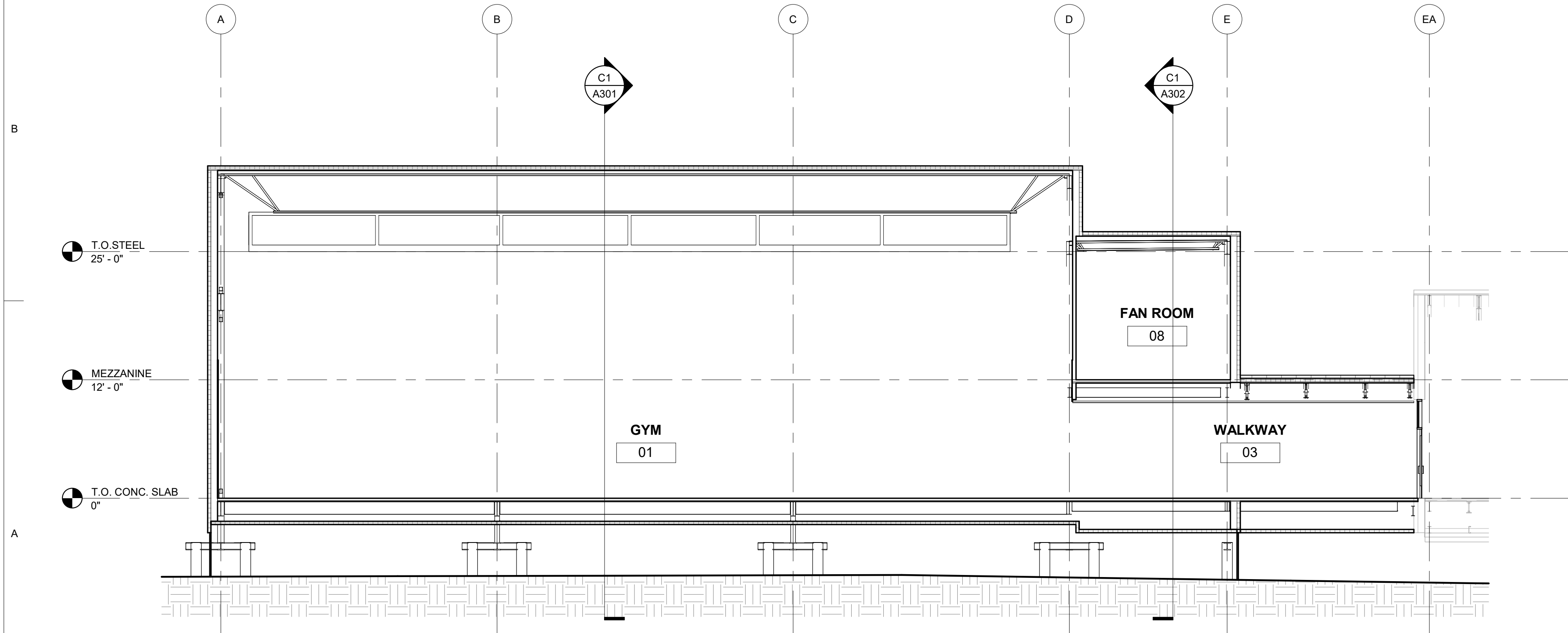
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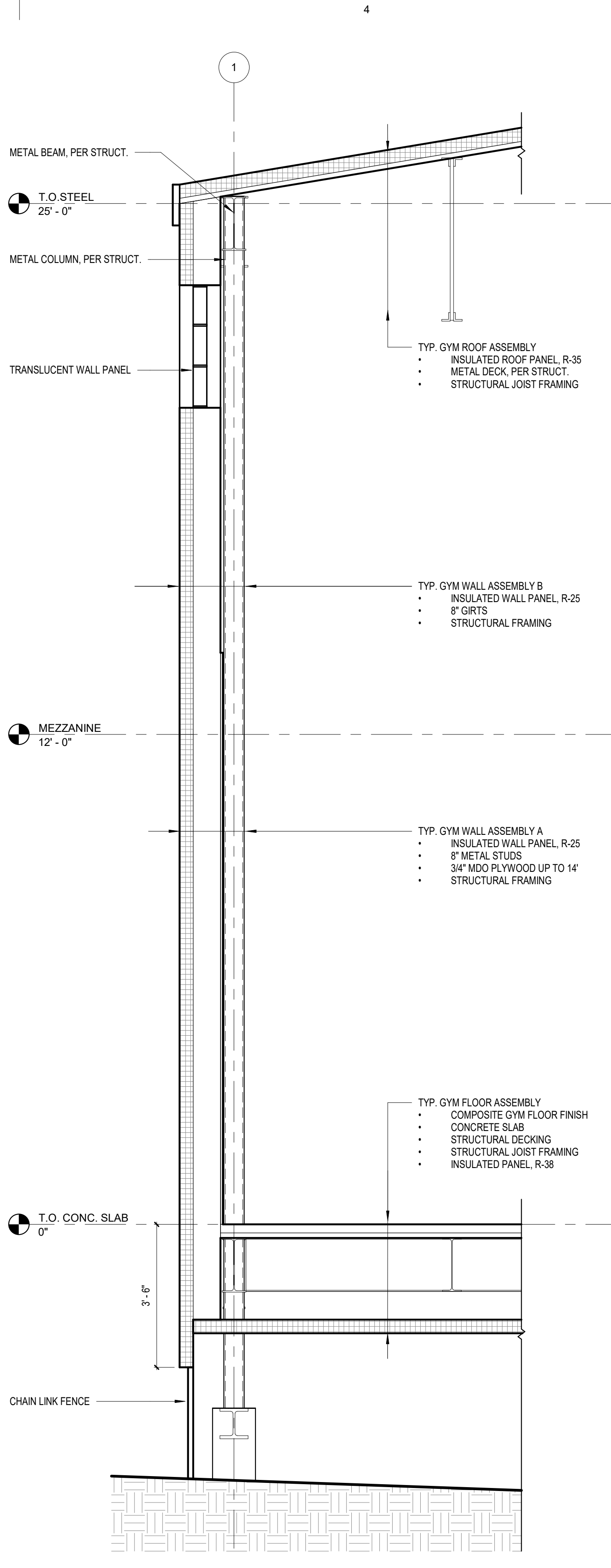
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C1
A301
BUILDING SECTION
1/8" = 1'-0"



A1
A301
BUILDING SECTION
1/8" = 1'-0"



A4
A301
WALL SECTION
1/2" = 1'-0"



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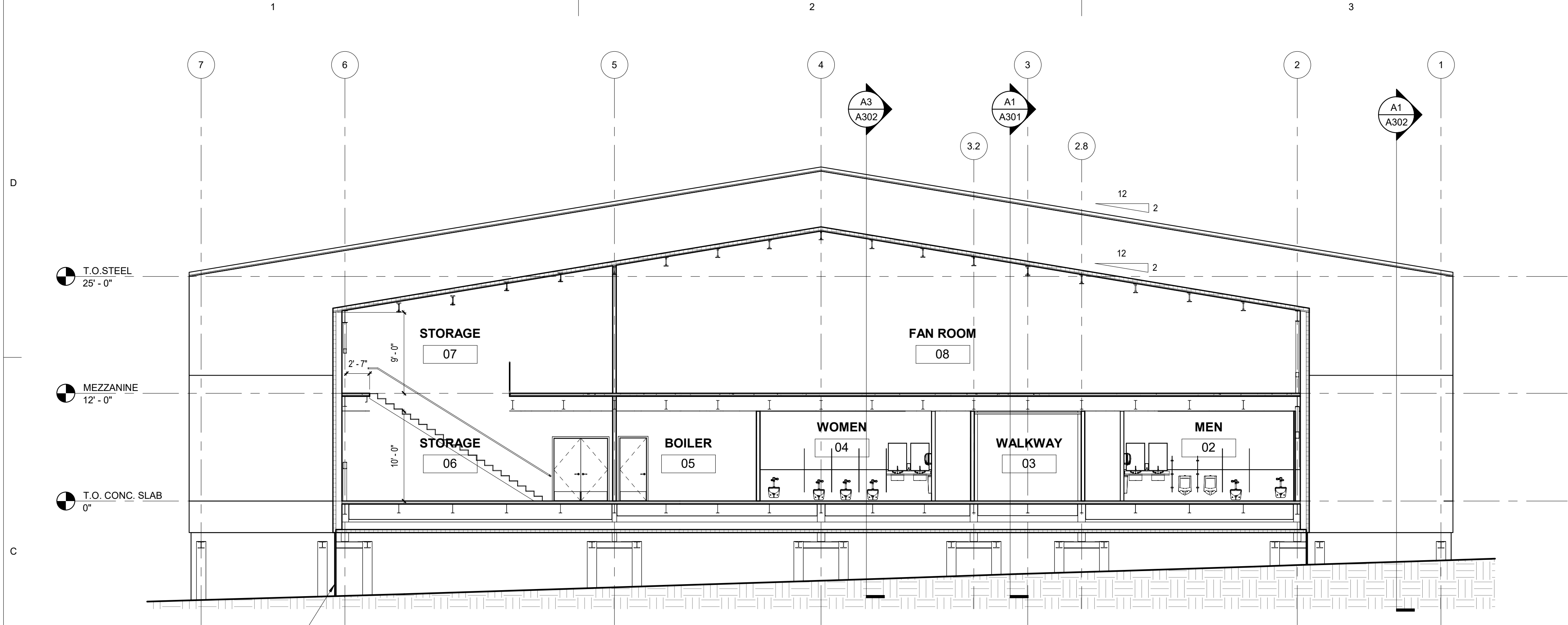
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Sheet Contents BUILDING SECTIONS

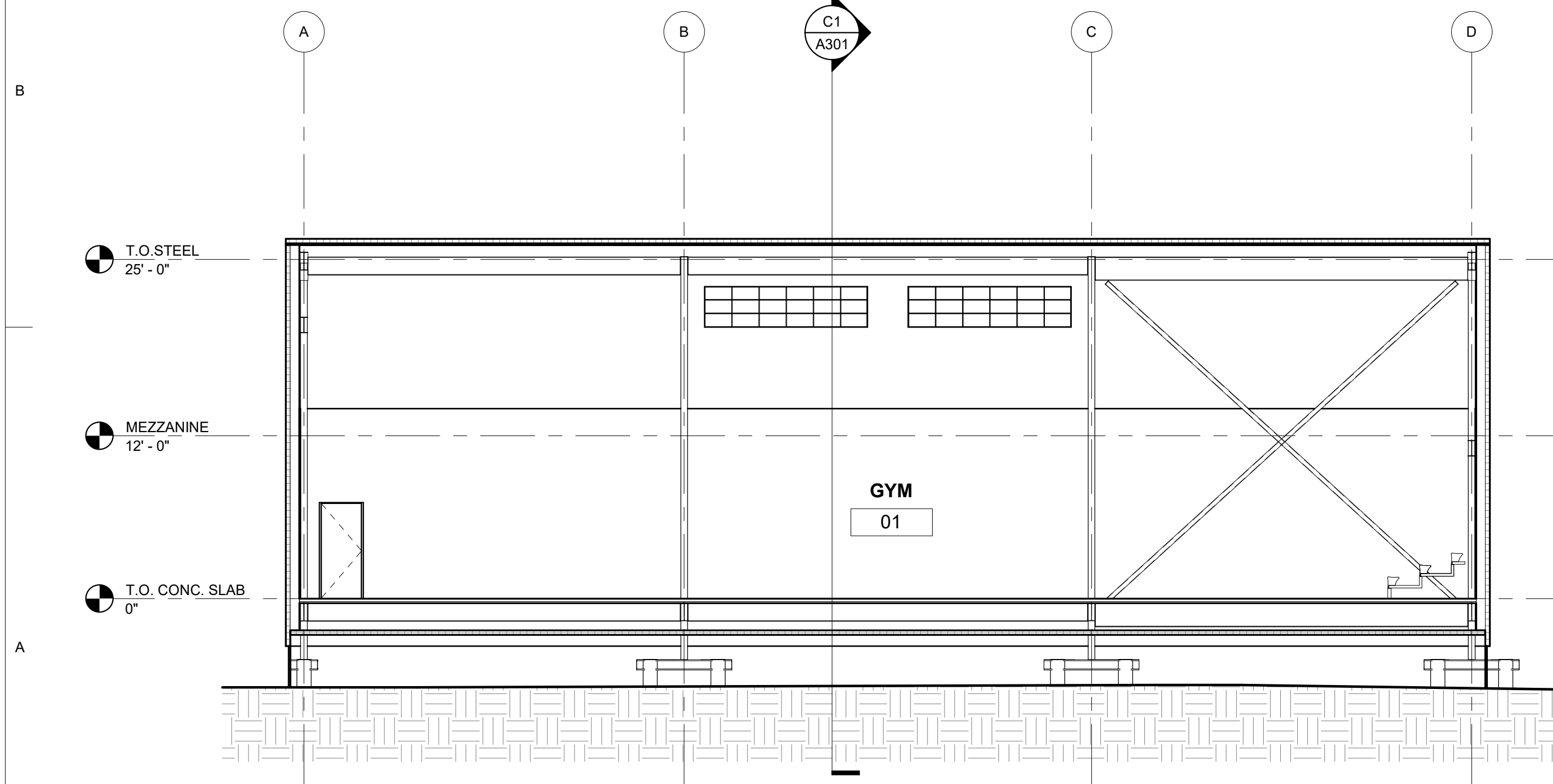
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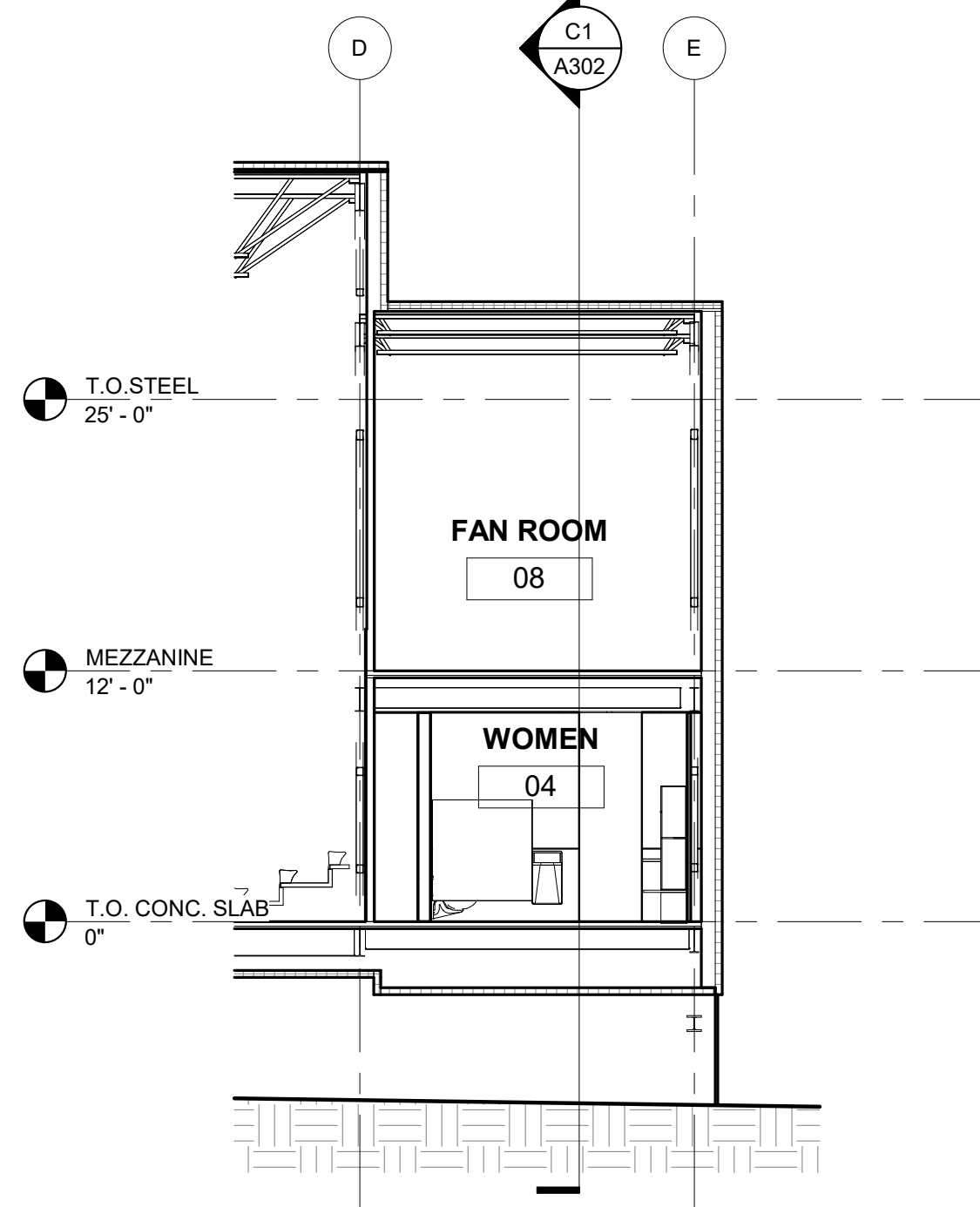
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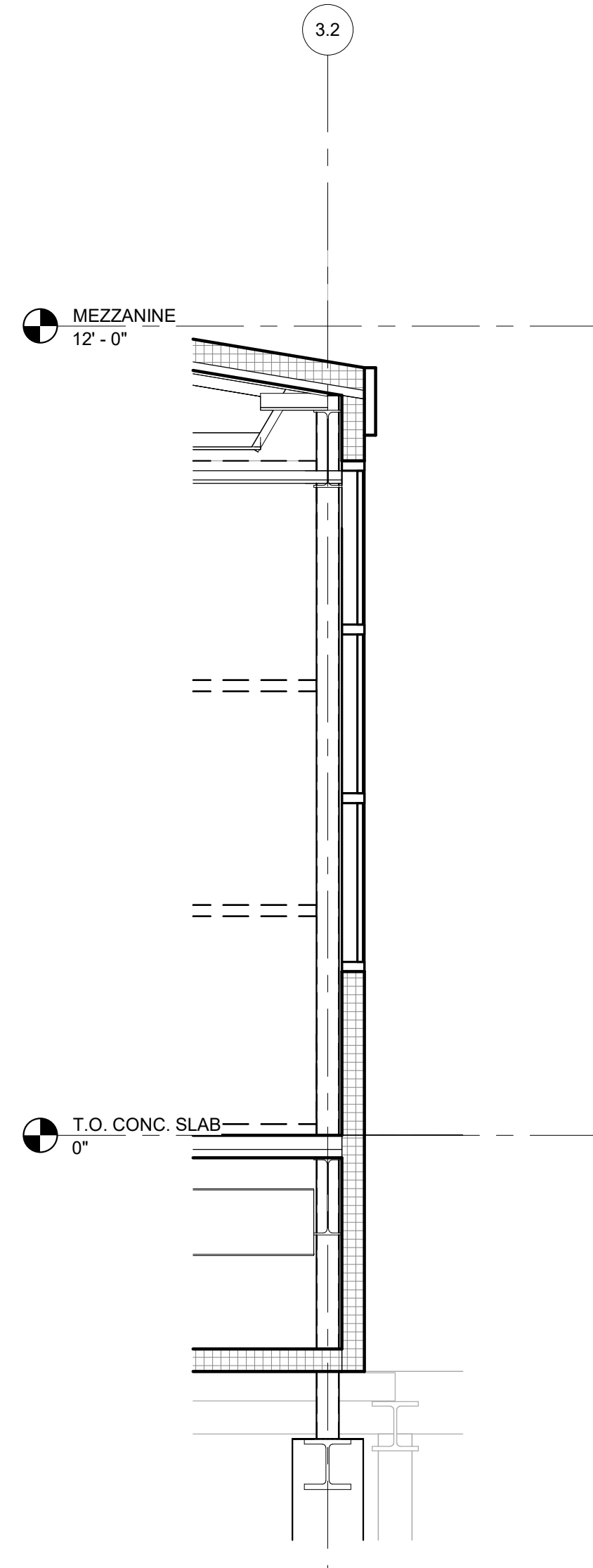
C1
A302
BUILDING SECTION
1/8" = 1'-0"



A1
A302
BUILDING SECTION
1/8" = 1'-0"



A3
A302
BUILDING SECTION
1/8" = 1'-0"



A4
A302
WALKWAY WALL SECTION
1/2" = 1'-0"

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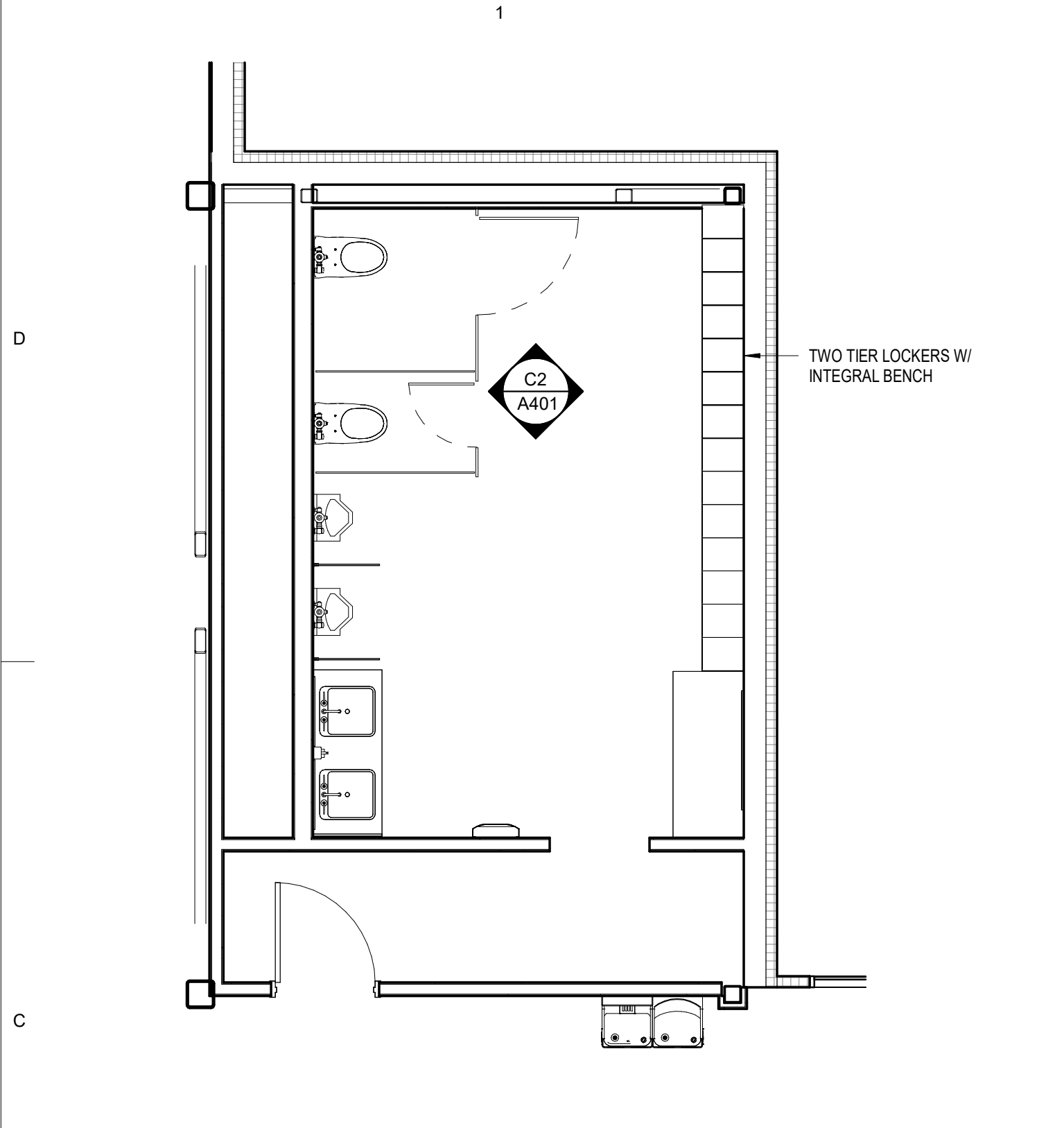
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Sheet Contents
BUILDING SECTIONS

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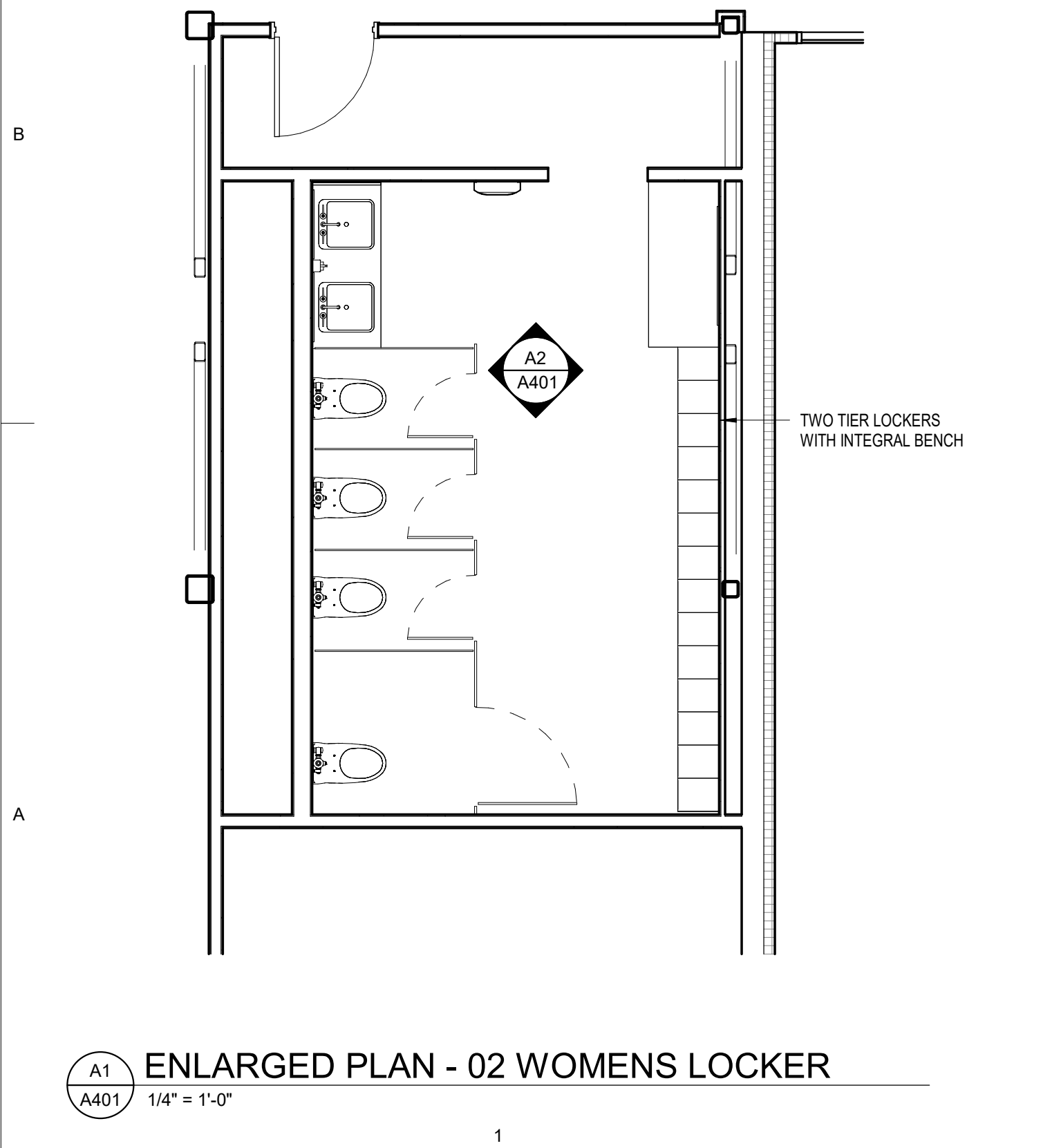
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C1
A401

ENLARGED PLAN - 02 MENS LOCKER

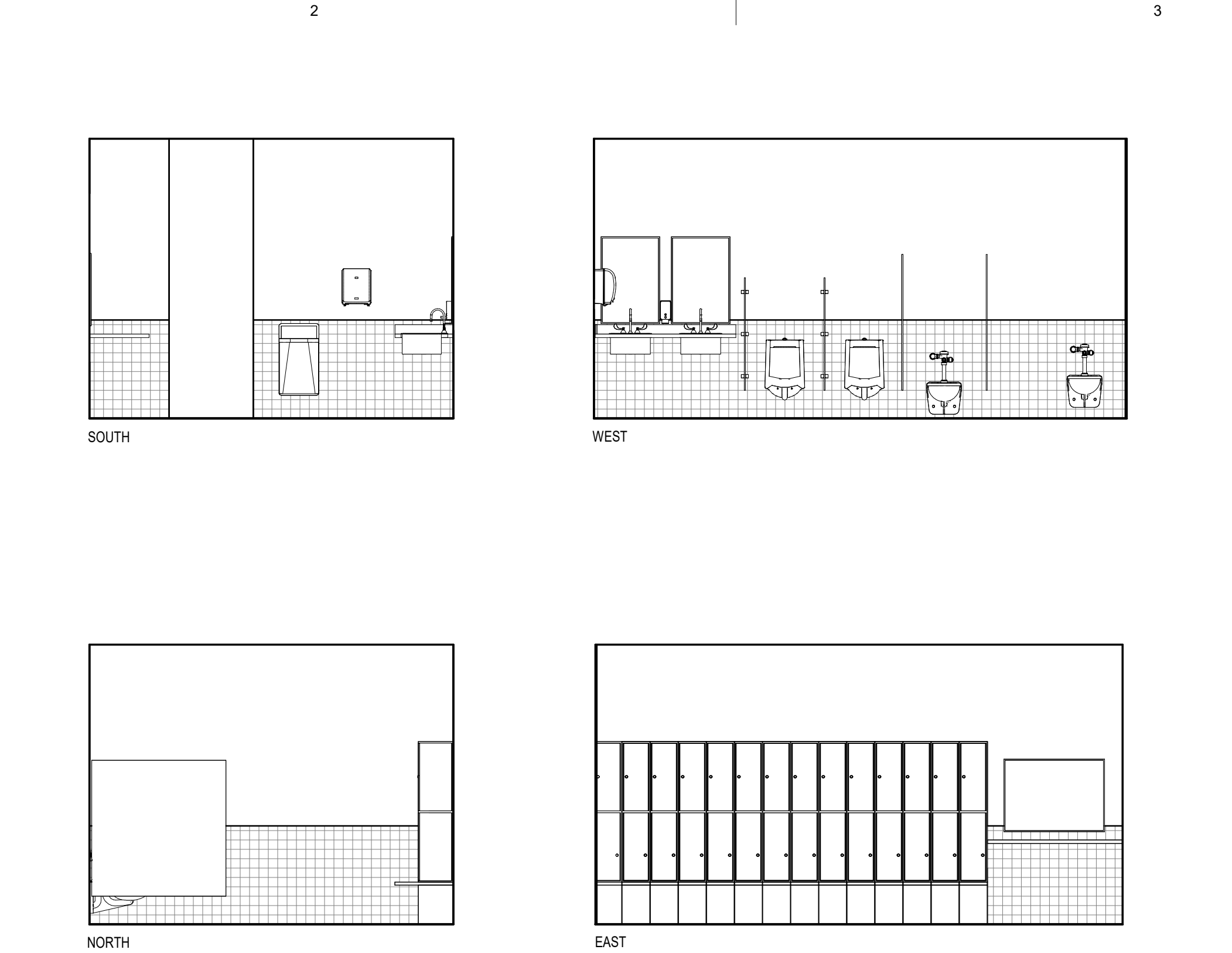
1/4" = 1'-0"



A1
A401

ENLARGED PLAN - 02 WOMENS LOCKER

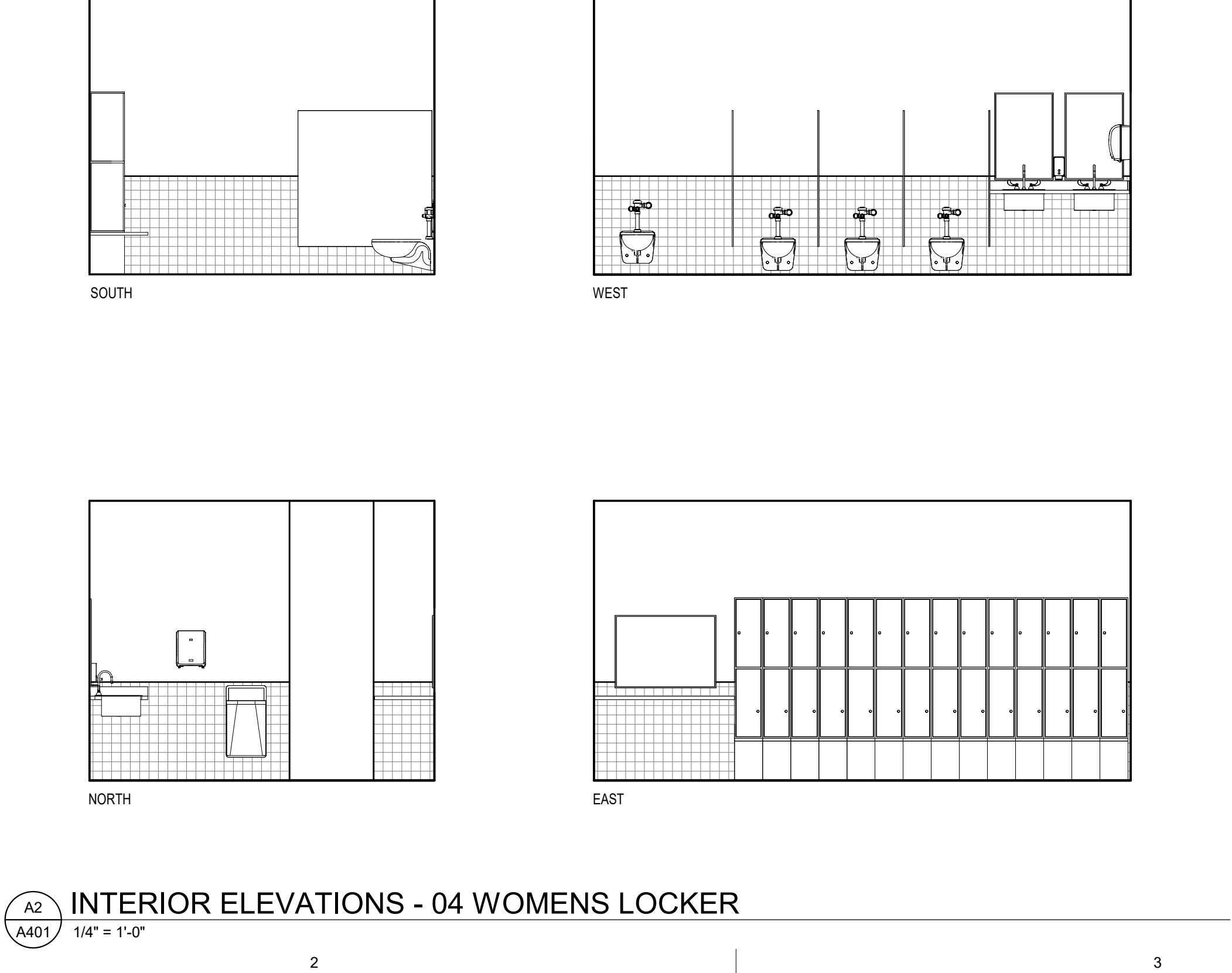
1/4" = 1'-0"



C2
A401

INTERIOR ELEVATIONS - 02 MENS LOCKER

1/4" = 1'-0"



A2
A401

INTERIOR ELEVATIONS - 04 WOMENS LOCKER

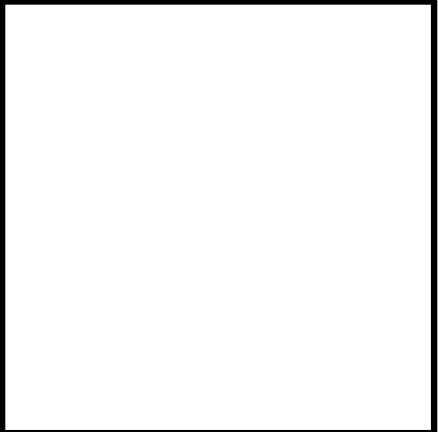
1/4" = 1'-0"



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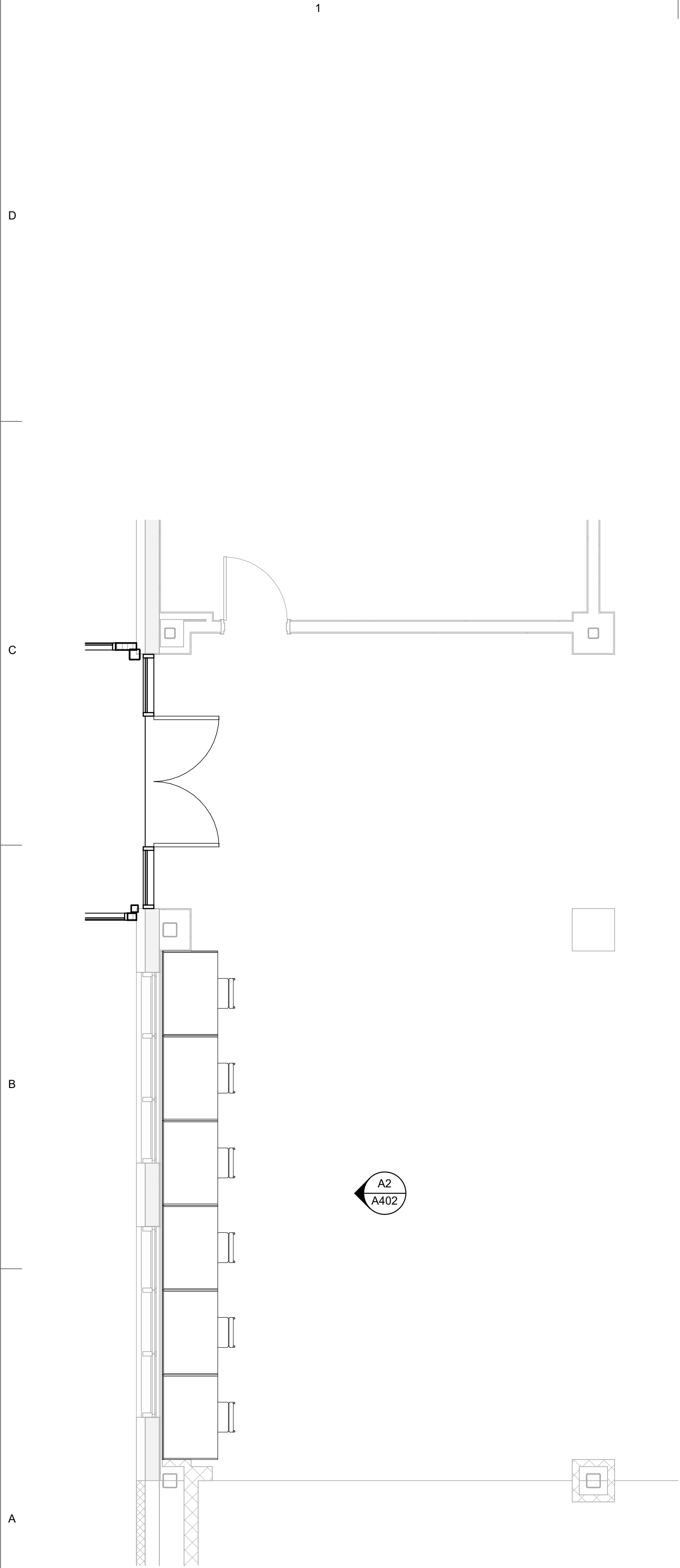
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ENLARGED PLANS AND INTERIOR ELEVATIONS

Sheet No.

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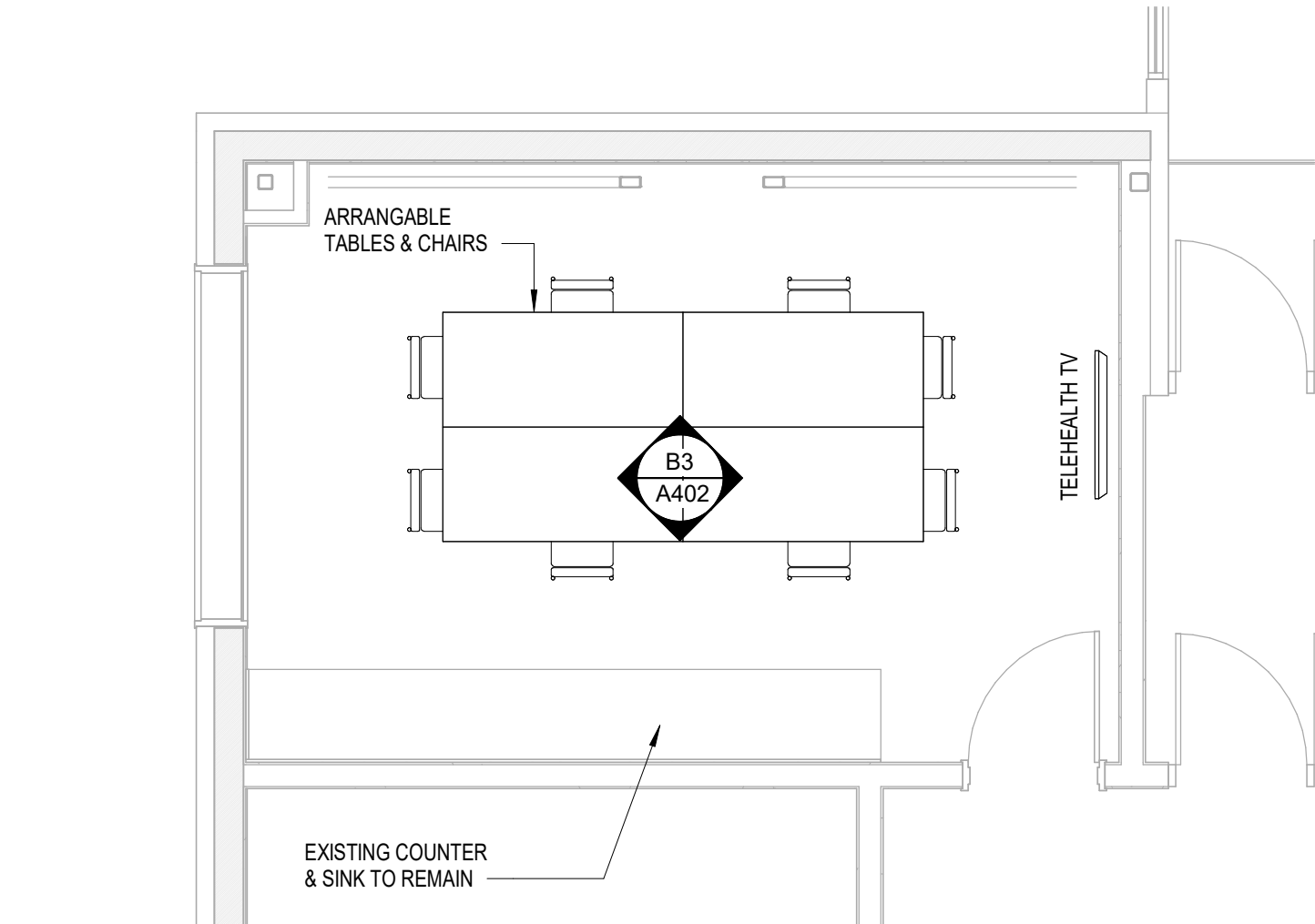
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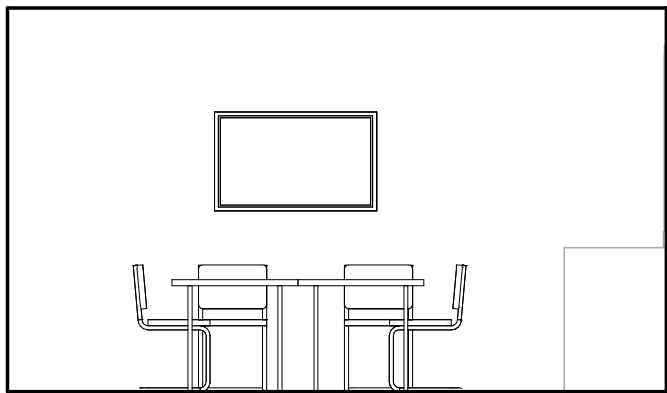
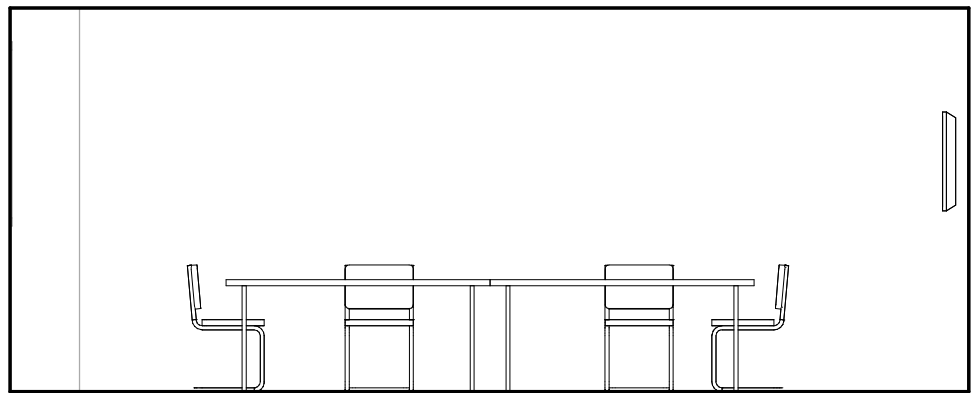
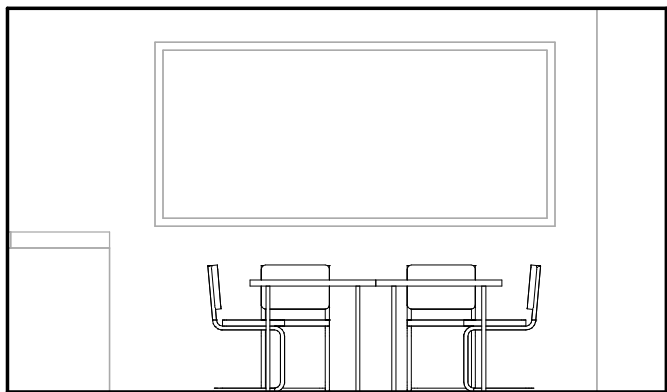
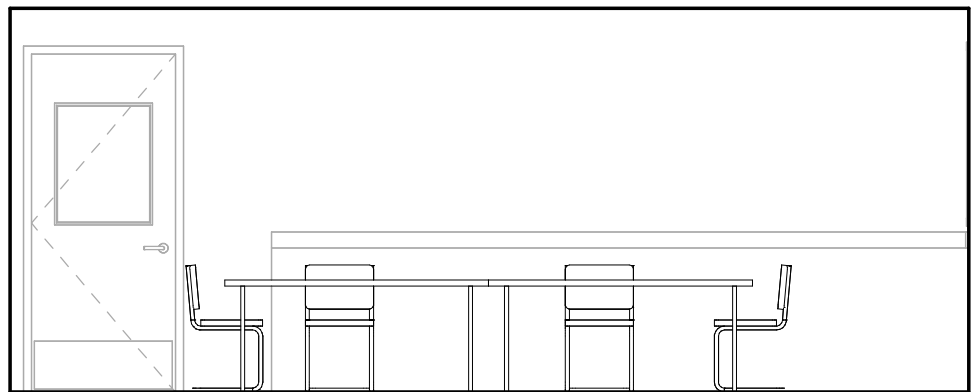
A1
A402

ENLARGED PLAN - 106 LOBBY
1/4" = 1'-0"



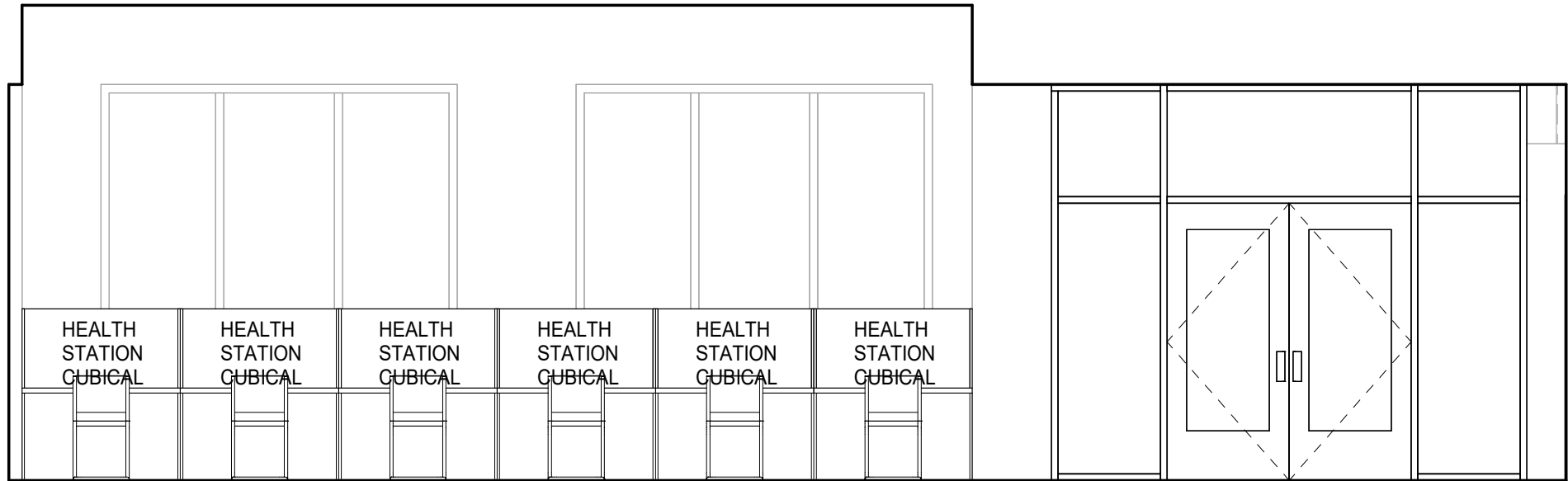
B2
A402

ENLARGED PLAN - 102 TELEHEALTH CONFERENCE ROOM
1/4" = 1'-0"



B3
A402

INTERIOR ELEVATIONS - 102 TELEHEALTH CONFERENCE ROOM
1/4" = 1'-0"

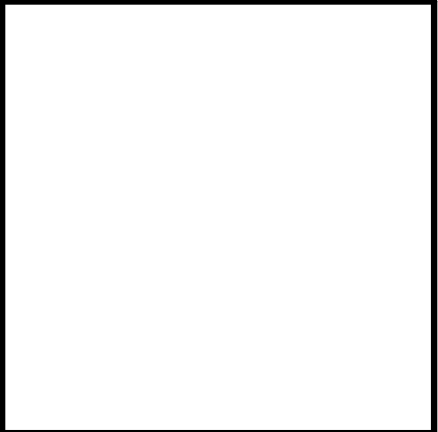


A2
A402

INTERIOR ELEVATION - 106 LOBBY
1/4" = 1'-0"

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Center Expansion**
BETHEL, ALASKA

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Sheet Contents
ENLARGED PLANS AND INTERIOR
ELEVATIONS

Sheet No.
A402

Autodesk Docs://24048.01 Dowl Bethel YK Fitness Center Gym Expansion/Bethel YK Fitness Center Gym Expansion R23.rvt
Plot Date Time: 10/4/2024 11:35:39 AM



C1
A501
NORTHEAST PERSPECTIVE
12" = 1'-0"

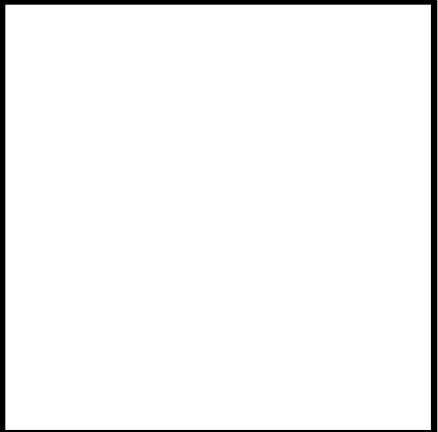


A1
A501
SOUTHWEST PERSPECTIVE
12" = 1'-0"

AECC561

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Sheet No.

A501

Autodesk Docs://24048.01 Dowl Bethel YK Fitness Center Gym Expansion/Bethel YK Fitness Center Gym Expansion R23.rvt

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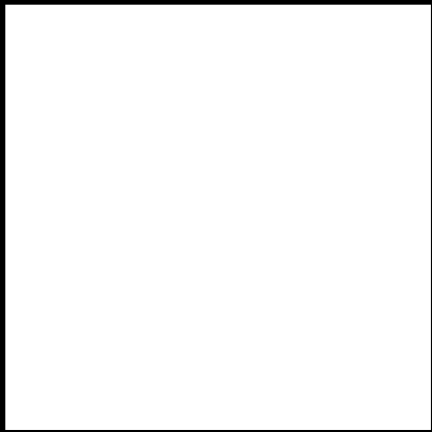


A1
A502 GYM PERSPECTIVE
12" = 1'-0"



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Sheet Contents
PERSPECTIVE VIEWS

Sheet No.
A502

Autodesk Docs://24048.01 Dowd Bethel YK Fitness Center Gym Expansion/Bethel YK Fitness Center Gym Expansion R23.rvt

Plot Date Time: 10/4/2024 11:35:45 AM



A1
A503

GYM PERSPECTIVE

12" = 1'-0"



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PERSPECTIVE VIEWS

Sheet No.
A503

TYPICAL ABBREVIATIONS

(A)	ABOVE	FD	FLOOR DRAIN	P/C	PRECAST
AB	ANCHOR BOLT	FDN	FOUNDATION	PCWT	PLATE-CONNECTED WOOD TRUSS
ACI	AMERICAN CONCRETE INSTITUTE	FIN	FINISH, FINISHED	PEMB	PRE-ENGINEERED METAL BUILDING
ADDL	ADDITIONAL	FF	FINISHED FLOOR	PERP	PERPENDICULAR
ADJ	ADJACENT	FLG	FLANGE	PJ	PANEL JOINT
AESS	ARCHITECTURALLY EXPOSED STRUCTURAL STEEL	FLR	FLOOR	PL	PLATE (STEEL OR WOOD)
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	FOS	FACE OF STUDS	PLCS	PLACES
AISI	AMERICAN IRON AND STEEL INSTITUTE	FRP	FIRE RESISTANT TREATED PLYWOOD	PLWD	PLYWOOD
AITC	AMERICAN INSTITUTE OF TIMBER CONSTRUCTION	FRT	FIRE RESISTANT TREATED (LUMBER)	PP	PARTIAL PENETRATION
ALT	ALTERNATE	FS	FINISH SLAB ELEVATION, FAR SIDE	PSF	POUNDS PER SQUARE FOOT
ALUM	ALUMINUM	FT OR '	FOOT, FEET	PSI	POUNDS PER SQUARE INCH
ARCH	ARCHITECT, ARCHITECTURAL	FTG	FOOTING	PSL	PARALLEL STRAND LUMBER
@	AT	FV	FIELD VERIFY	PT	PRESSURE TREATED
APPROX	APPROXIMATELY			P/T	POST TENSION
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERS	GA	GAUGE, GAGE	PVC	POLYVINYL CHLORIDE
ASTM	AMERICAN SOCIETY FOR TESTING MATERIAL	GALV	GALVANIZED		
AWS	AMERICAN WELDING SOCIETY	GEN	GENERAL	R	RADIUS
&	AND	GL	GLUE LAMINATED	RD	ROOF DRAIN, ROUND
		GWB	GYP SUM WALL BOARD	REF	REFERENCE
		GYP	GYP SUM	REINF	REINFORCING, REINFORCEMENT, REINFORCED
				REQD	REQUIRED
				RO	ROUGH OPENING
				RS	RING SHANK
(B)	BELOW			S	AMERICAN STANDARD STEEL SHAPE, SOUTH
BD	BOARD			SCHED	SCHEDULE
BLDG	BUILDING	HDG	HOT DIPPED GALVANIZED	SEC	SECTION
BLK	BLOCK	HORIZ	HORIZONTAL	SHT	SHEET
BLKG	BLOCKING	HP	HP STEEL SHAPE	SHTG	SHEETING
BOD	BOTTOM OF DECK ELEVATION	HSB	HIGH STRENGTH BOLT	SHTHG	SHEATHING
BM	BEAM	HSS	HOLLOW STRUCTRAL SECTION	SIM	SIMILAR
BOT	BOTTOM	HT	HEIGHT	SIP	STRUCTURAL INSULATED PANEL
BRG	BEARING			SLBB	SHORT LEGS BACK TO BACK
BRK	BRICK	IBC	INTERNATIONAL BUILDING CODE	SMS	SHEET METAL SCREWS
BSMT	BASEMENT	ID	INSIDE DIAMETER	SOG	CONCRETE SLAB ON GRADE
BTWN	BETWEEN	IF	INSIDE FACE	SPA	SPACE, SPACING, SPACES
		IMP	INSULATED METAL PANEL	SPEC	SPECIFICATION
C	AMERICAN CHANNELS	IN OR "	INCH	SQ	SQUARE
CG	CENTER OF GRAVITY	INCL	INCLUDE	SS	STAINLESS STEEL
CJ	CONSTRUCTION JOINT	INSUL	INSULATION, INSULATED, INSULATE	SSL	SHORT SLOTTED HOLES
CIP	CAST-IN-PLACE	INT	INTERIOR	ST	STRUCTURAL T FROM S SERIES SECTION
CL	CENTER LINE			STD	STANDARD
CJP	COMPLETE JOINT PENETRATION	JT	JOINT	STIFF	STIFFENER
CLR	CLEAR	JST	JOIST	STL	STEEL
CMP	CORRUGATED METAL PIPE			STRUCT	STRUCTURAL
CMU	CONCRETE MASONRY UNIT	K	KIP, KIPS	SUPT	SUPPORT
CO	CLEANOUT, CONCRETE OPENING	KSI	KIPS PER SQUARE INCH	SUSP	SUSPENDED
COL	COLUMN			SYMM	SYMMETRICAL
CONC	CONCRETE	LB OR #	POUND	T	TOP
CONN	CONNECTION	LLBB	LONG LEG BACK TO BACK	T&G	TONGUE AND GROOVE
CONSTR	CONSTRUCTION	LLH	LONG LEGS HORIZONTAL	TEMP	TEMPERATURE, TEMPORARY
CONT	CONTINUOUS	LLV	LONG LEGS VERTICAL	THK	THICK
CONTR	CONTRACTOR	LONGIT	LONGITUDINAL	THRU	THROUGH
CSA	CONCRETE SCREW ANCHOR	LSL	LONG SLOTTED HOLES	TOB	TOP OF BEAM ELEVATION
CTJ	CONTROL JOINT, CONTRACTION JOINT	LT	LIGHT	TOC	TOP OF CONCRETE ELEVATION, TOP OF CMU ELEVATION
CTR	CENTER	LT WT	LIGHT WEIGHT	TOF	TOP OF FOOTING ELEVATION
CU	CUBIC	L	ANGLE	TOS	TOP OF STEEL ELEVATION
		LVF	LOW VELOCITY FASTENERS	TOSH	TOP OF SHEATHING ELEVATION
		LVL	LAMINATED VENEER LUMBER	TOW	TOP OF WALL ELEVATION
				TP	TOP OF PAVEMENT
DBL	DOUBLE	M	MISCELLANEOUS SHAPE	TRANS	TRANSVERSE
DEPT	DEPARTMENT	MATL	MATERIAL	TS	STRUCTURAL TUBE
DET	DETAIL	MAX	MAXIMUM	TYP	TYPICAL
DIA, Ø	DIAMETER	MC	MISCELLANEOUS CHANNEL SECTION		
DIAA	DRILLED-IN ADHESIVE ANCHOR	MECH	MECHANICAL	UL	UNDERWRITERS LABORATORY
DIAB	DRILLED-IN ADHESIVE BOLT	MFR	MANUFACTURER	UON	UNLESS OTHERWISE NOTED
DIAG	DIAGONAL	MFRG	MANUFACTURING	UT	ULTRASONIC TEST
DIAPH	DIAPHRAGM	MIN	MINIMUM		
DIEB	DRILLED-IN EXPANSION BOLT	MISC	MISCELLANEOUS	W	WEST, W SERIES SECTION
DIM	DIMENSION	MT	STRUCTURAL TEE FROM M SERIES SECTION	W/	WITH
DN	DOWN			W/O	WITHOUT
do	DITTO	MTL	METAL	WD	WOOD
DP	DEEP	N	NORTH	WHS	WELDED HEADED STUD
DWG	DRAWING	NDT	NON-DESTRUCTIVE TESTING	WTS	WELDED THREADED STUD
DWL	DOWEL	NF	NEAR FACE	WP	WORK POINT
		NIC	NOT IN CONTRACT	WT	WEIGHT, STRUCTURAL TEE FROM W SERIES SECTION
E	EAST	No OR #	NUMBER	WWF	WELDED WIRE FABRIC
EA	EACH	NOM	NOMINAL		
EF	EACH FACE	NS	NEAR SIDE		
EL	ELEVATION (HEIGHT)	NSG	NON-SHRINK GROUT		
ELEC	ELECTRICAL	NTS	NOT TO SCALE		
ELEV	ELEVATOR				
ENGR	ENGINEER	OC	ON CENTER		
EOD	EDGE OF DECK	OD	OUTSIDE DIAMETER		
EQ	EQUAL	OF	OUTSIDE FACE		
EQUIP	EQUIPMENT	OPNG	OPENING		
ES	EACH SIDE	OPP	OPPOSITE		
EW	EACH WAY	OSB	ORIENTED STRAND BOARD		
EXIST, (E)	EXISTING	OVS	OVERSIZED		
EXP	EXPANSION				
EXT	EXTERIOR				

GENERAL NOTES

THE FOLLOWING NOTES APPLY UNLESS INDICATED OTHERWISE:

CODE:

INTERNATIONAL BUILDING CODE, 2021 EDITION.

PILE DESIGN:

12" OD THERMAL PILES W/ POF 12' BELOW GRADE. CONSULT SOILS REPORT BY DOWL ENGINEERS, DATED 9.25.2024, FOR PILE DESIGN PARAMETERS.

DESIGN LIVE LOADS:

ROOF	Pg = 40 PSF, Pf = 40 PSF I = 1.0, Ce = 1.0, Ct = 1.1
SNOW DRIFT	ASCE 7-16, CHAPTER 7
FLOORS	
GYM	100 PSF, WITH LIVE LOAD REDUCTION
CONCENTRATED	2000 LB
CORRIDORS	100 PSF
MECHANICAL FLOORS	125 PSF
WIND	146 MPH 3-SECOND GUST EXPOSURE C BUILDING CATEGORY II, I = 1.0 (Gcpi) = 0.18, qh = 45 PSF
COMPONENTS AND CLADDING	
WALL - WITHIN 9 FT OF OUTSIDE CORNERS	60 PSF
REMAINDER OF WALL	55 PSF
ROOF - WITHIN 22 FT OF ROOF CORNERS	115 PSF
WITHIN 18 FT OF ROOF EDGES	90 PSF
REMAINDER OF ROOF	55 PSF
SEISMIC	I = 1.0, SEISMIC USE GROUP II Ss = 0.33, S1 = 0.124 SOIL SITE CLASS d Sds = 0.34, Sd1 = 0.19, SEISMIC DESIGN CATEGORY C BASIC SEISMIC FORCE RESISTING SYSTEM: ORDINARY CONCENTRIC BRACED FRAMES Cs = 0.104, R = 3.25, OMEGA = 2 V BASE = 171 K, EQUIVALENT LATERAL FORCE ANALYSIS



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Bethel YK Fitness Center Gym
Expansion
BETHEL, ALASKA

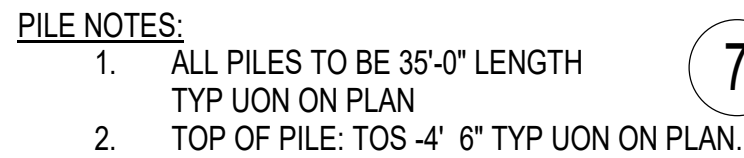
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No.	Description	Date

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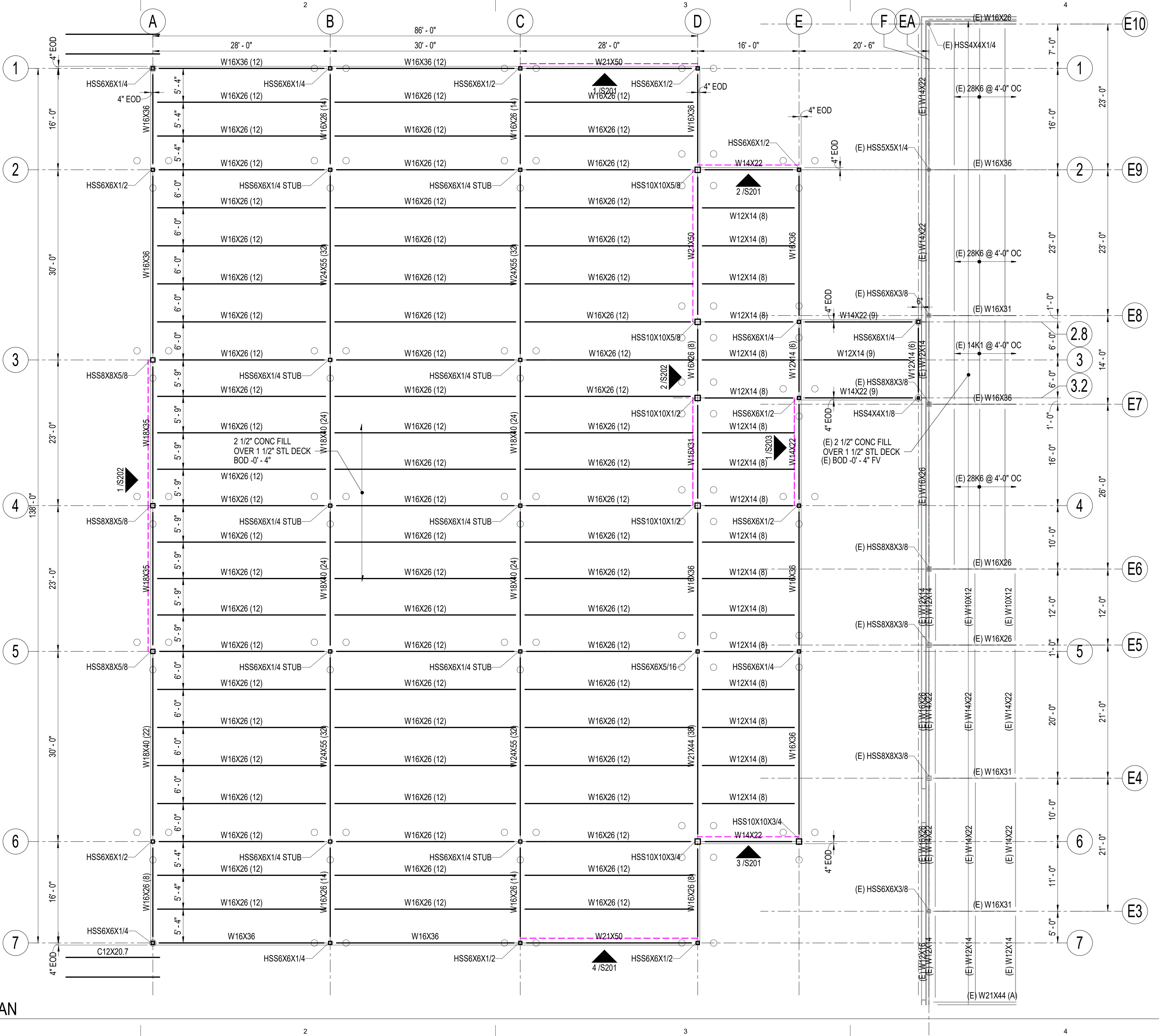
Sheet Contents GENERAL NOTES

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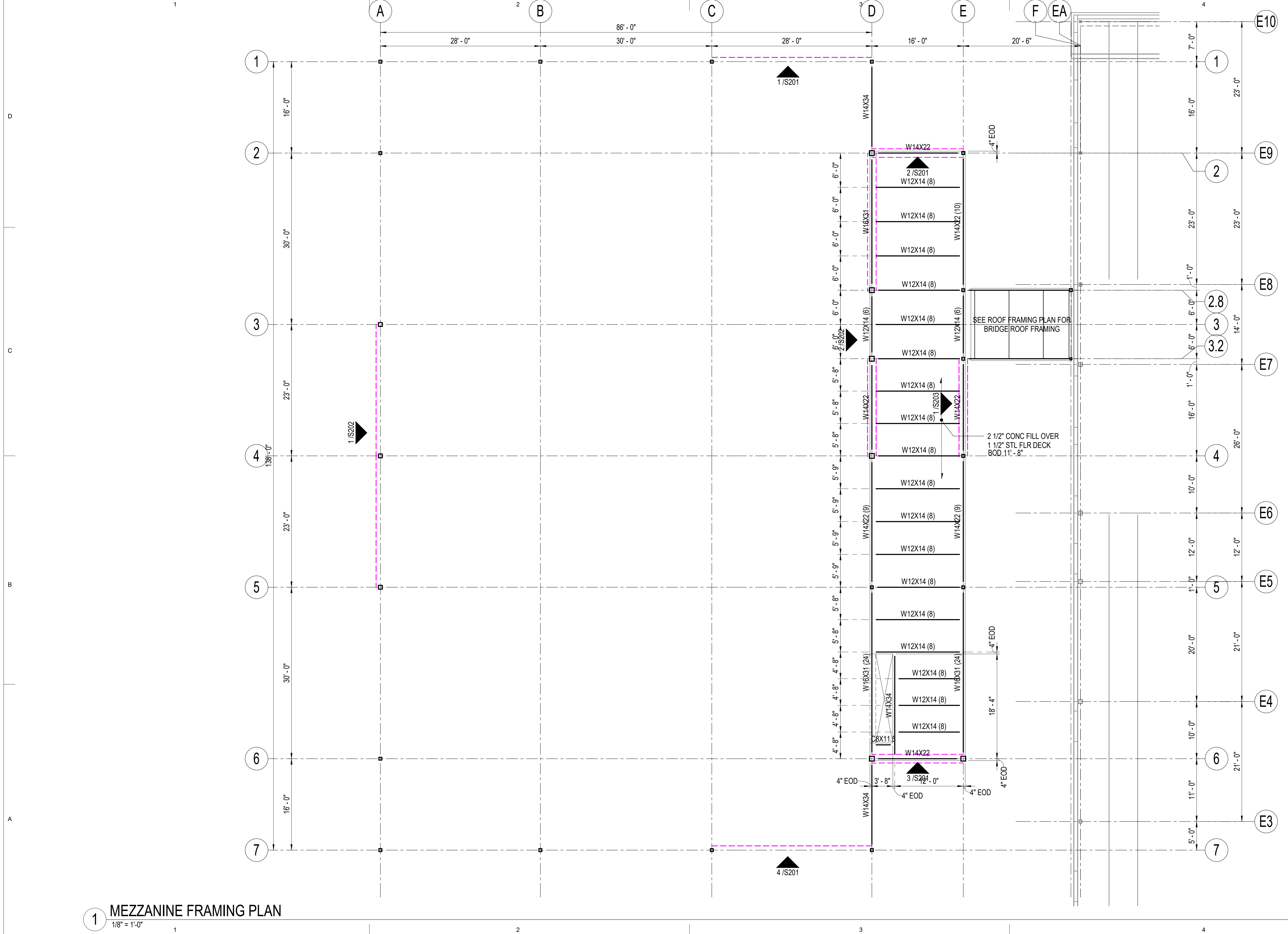
S001



1 LEVEL 1 FRAMING PLAN
1/8" = 1'-0"



Autodesk Docs:/24048.01 Dowl Bethel YK Fitness Center Gym Expansion/24076 STRUCT BETHEL YK FITNESS CENTER GYM EXPANSION R23.rvt
Plot Date Time: 10/3/2024 2:18:45 PM



1 MEZZANINE FRAMING PLAN
1/8" = 1'-0"



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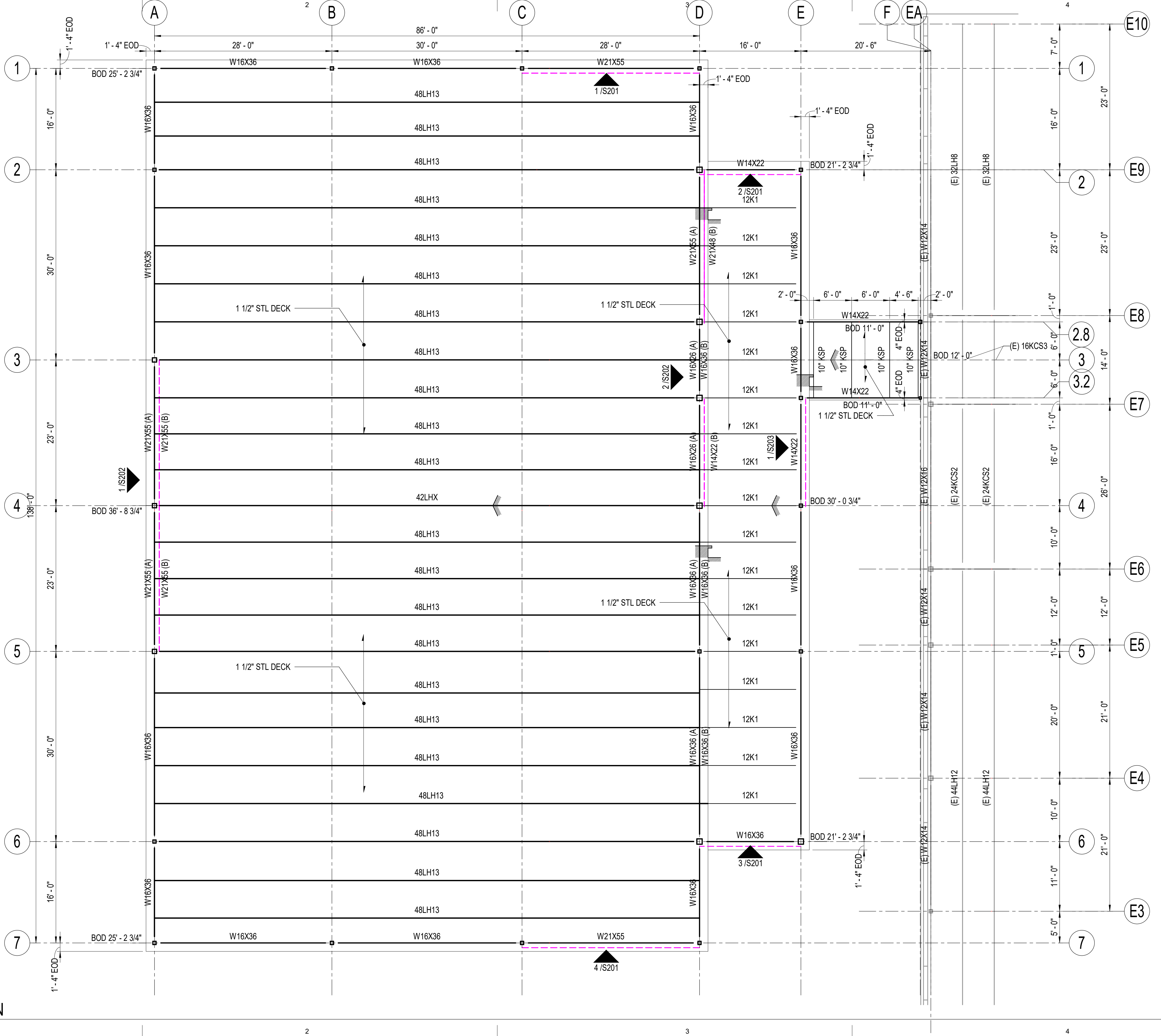
Drawn by CMS	Date 10-04-2024
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Sheet Contents
MEZZANINE FRAMING PLAN

Sheet No.

S121

1 ROOF FRAMING PLAN
1/8" = 1'-0"



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Revisions		
No.	Description	Date

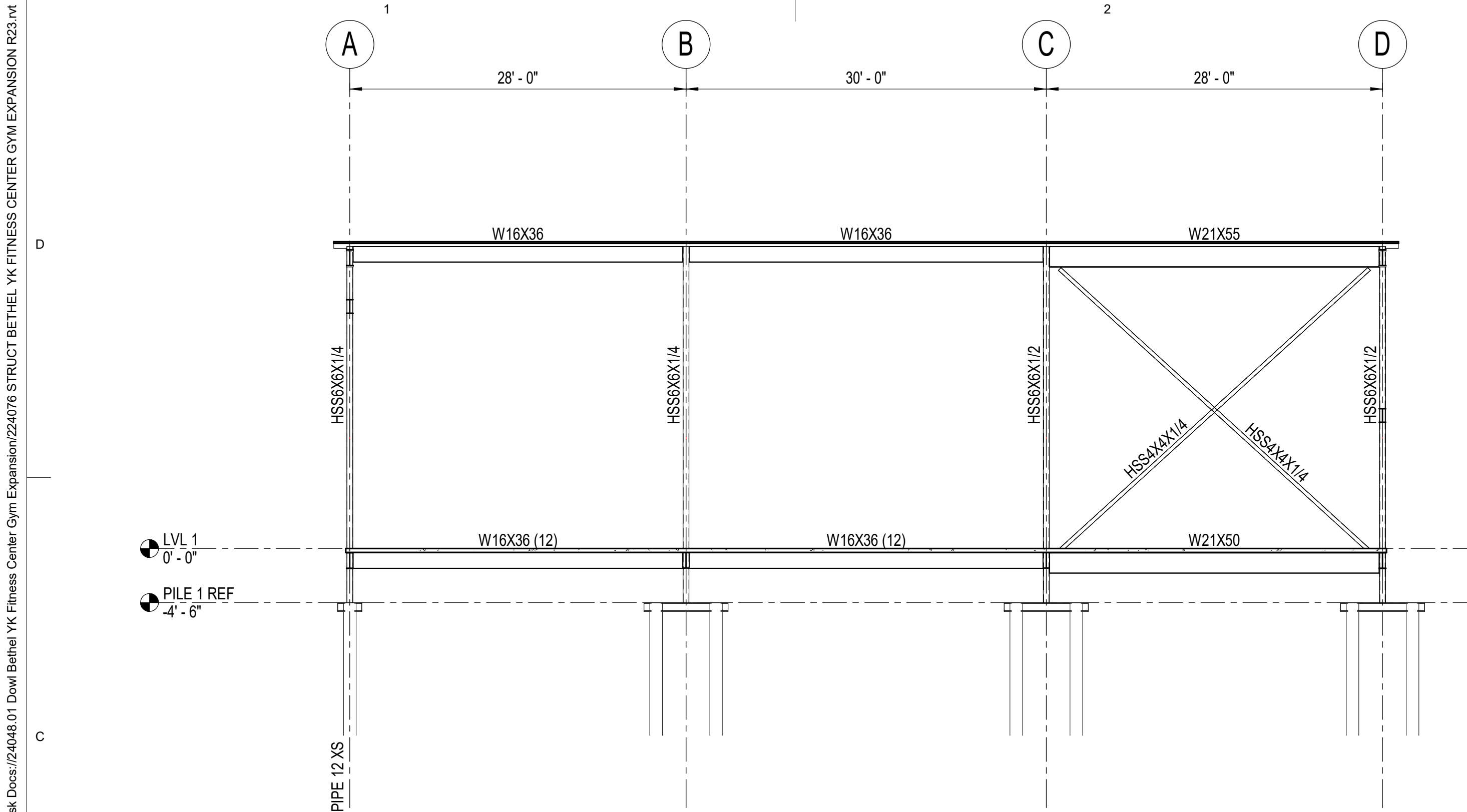
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Checked GOL	Job No. 24048.01

Sheet Contents ROOF FRAMING PLAN

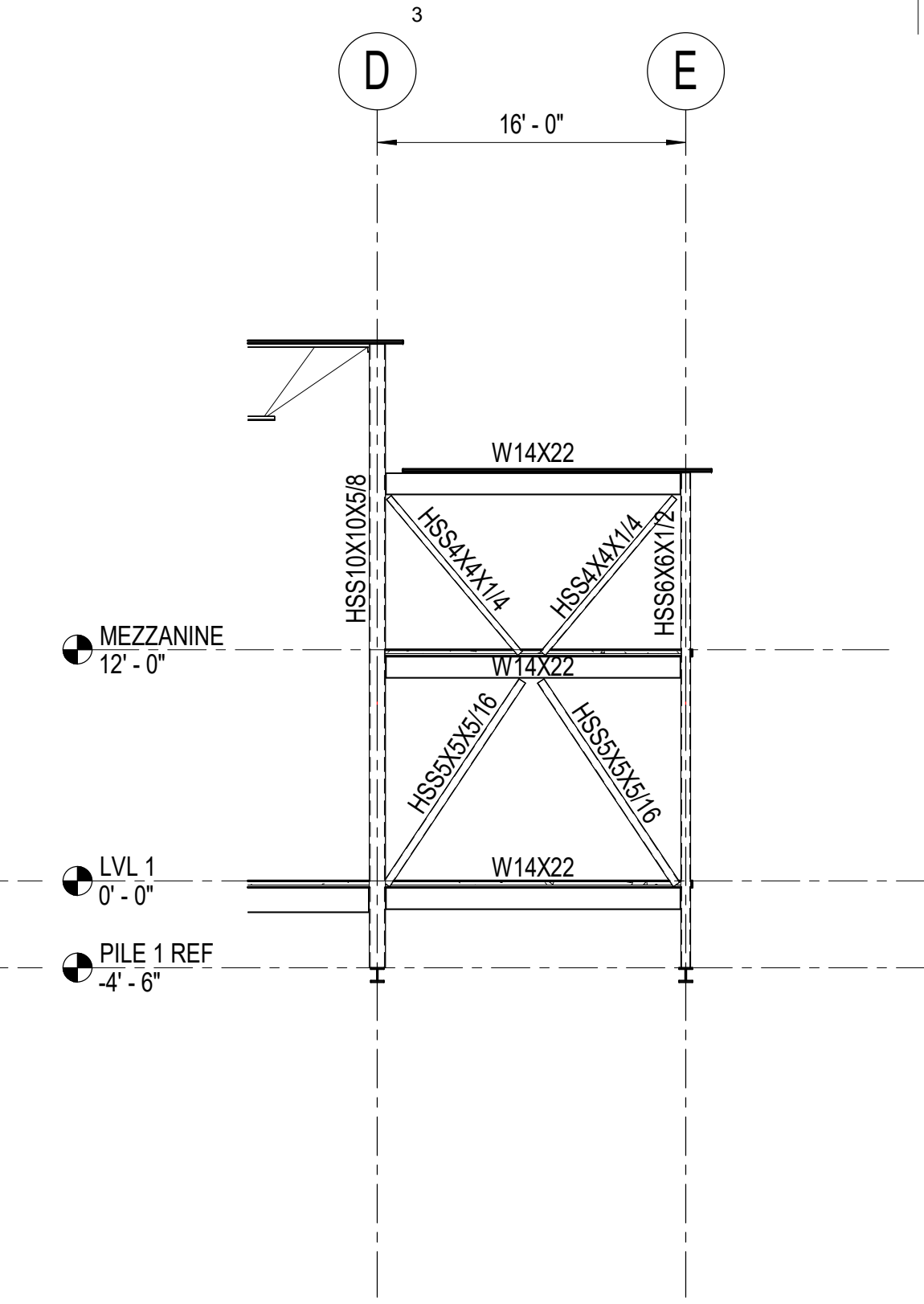
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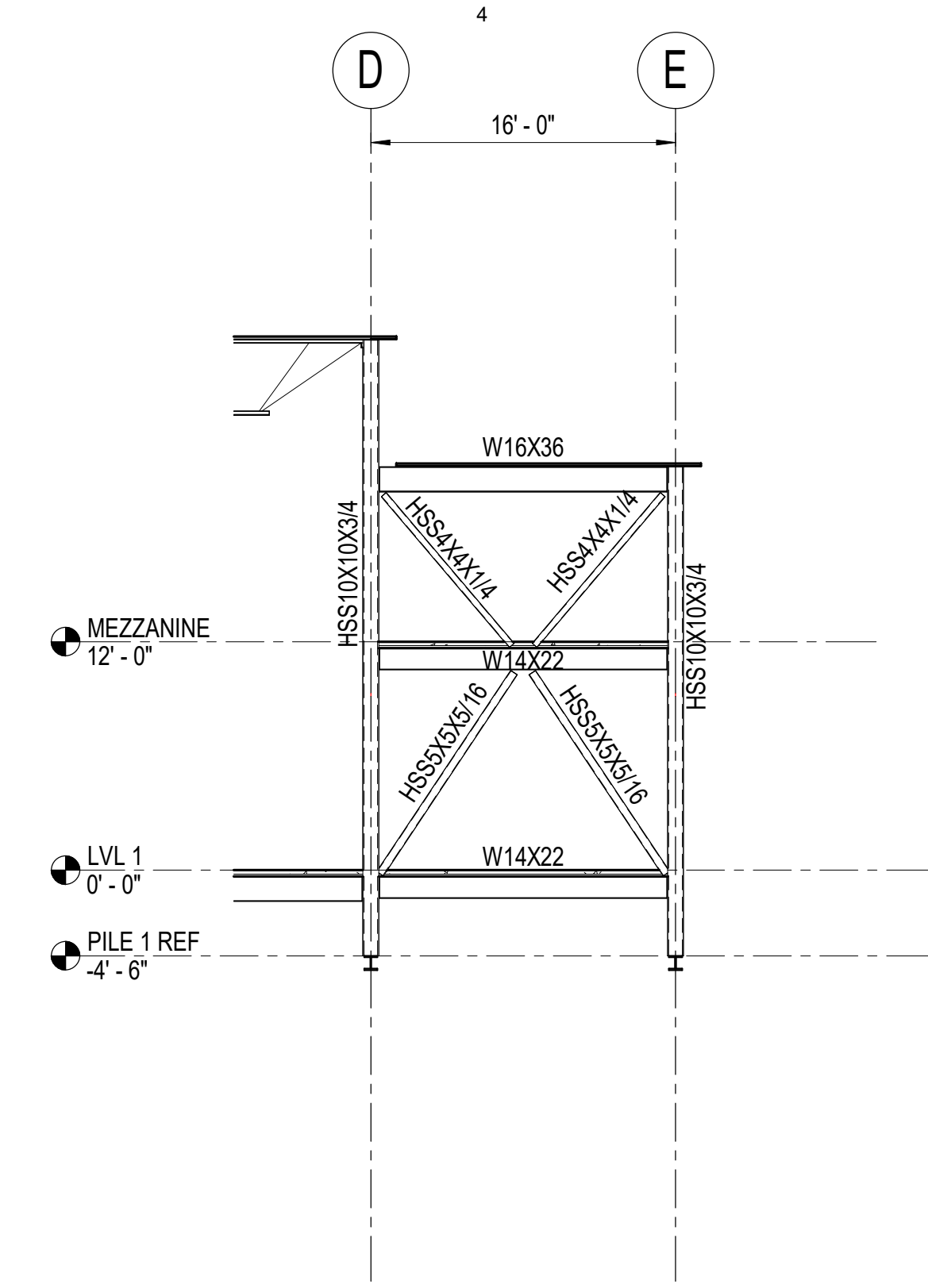
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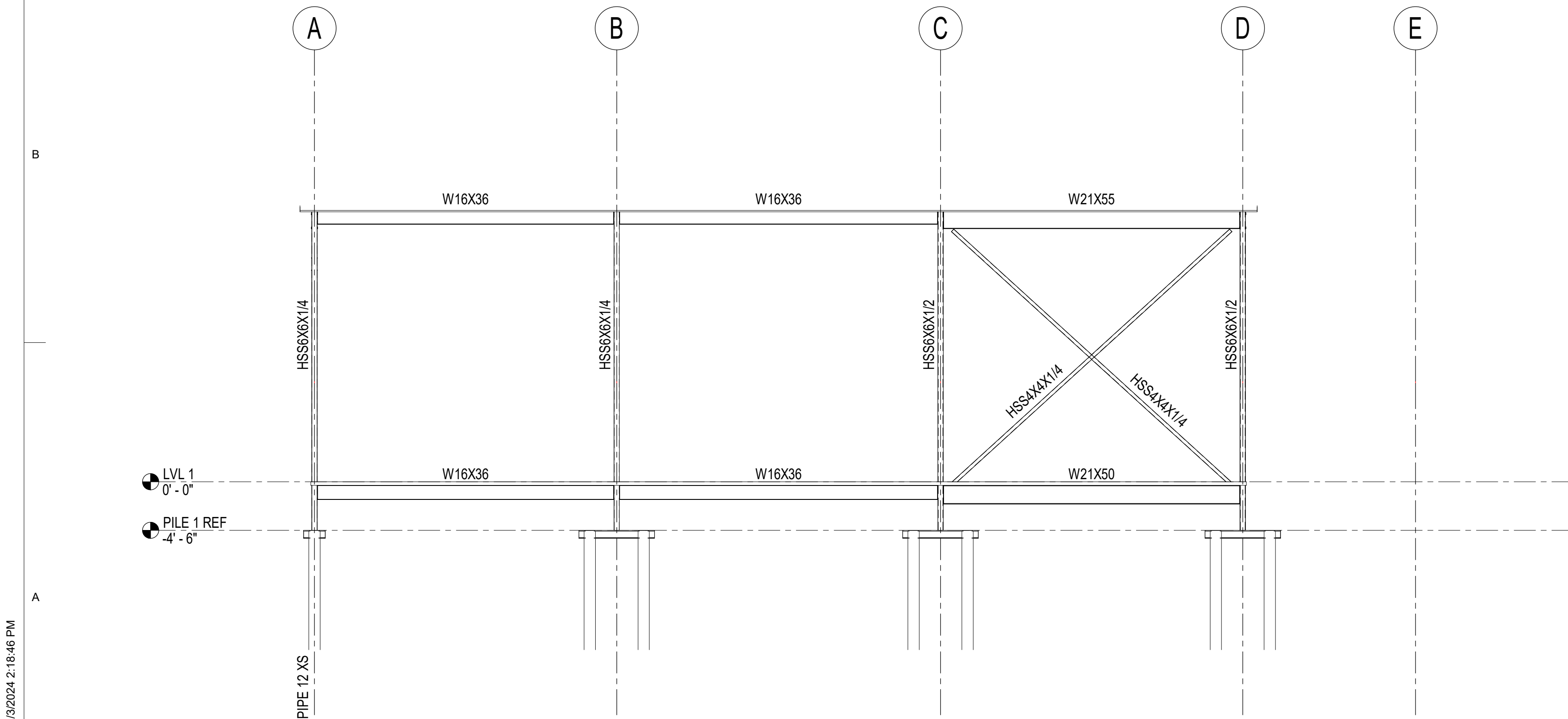
1 GRID 1 - BRACE ELEVATION
1/8" = 1'-0"



2 GRID 2 - BRACE ELEVATION
1/8" = 1'-0"



3 GRID 6 - BRACE ELEVATION
1/8" = 1'-0"



4 GRID 7 - BRACE ELEVATION
1/8" = 1'-0"

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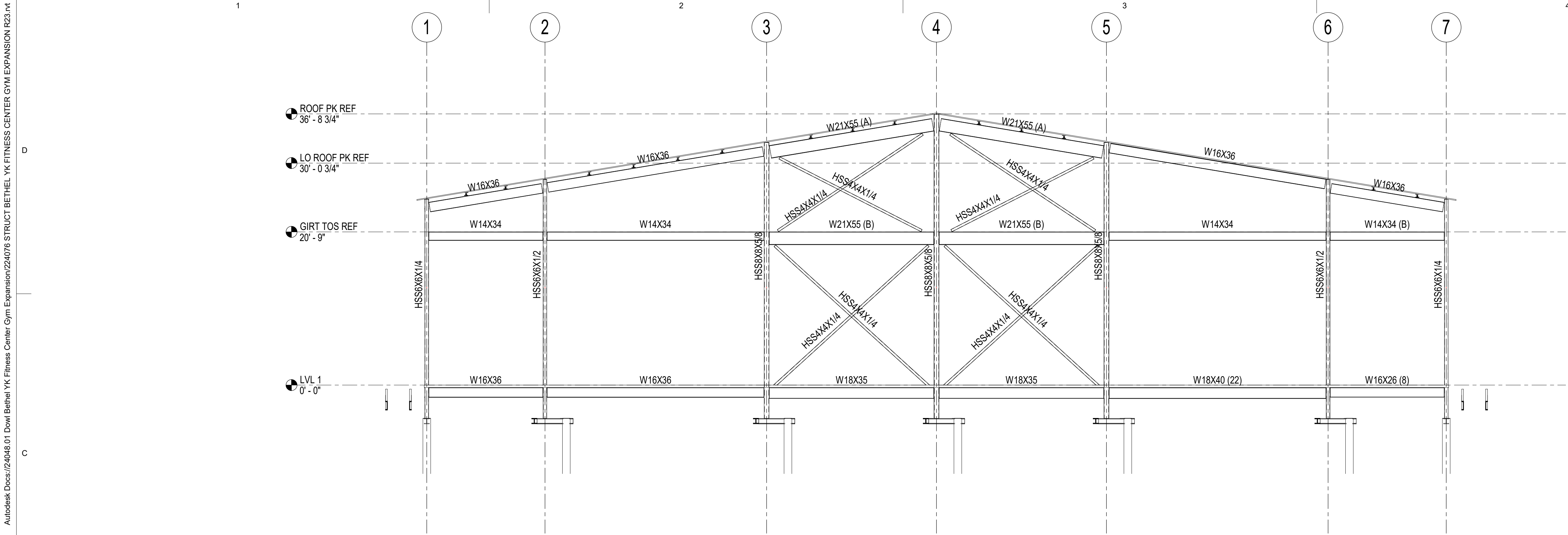
Sheet Contents
BRACE FRAME ELEVATIONS

Sheet No.

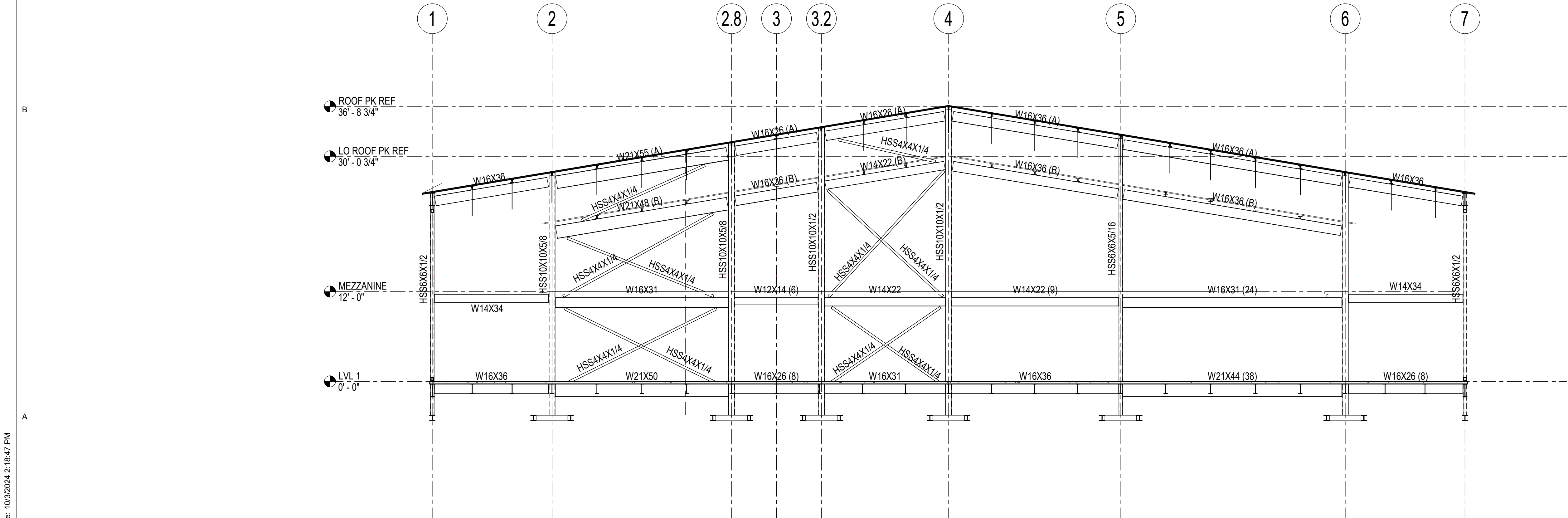
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1 GRID A - BRACE ELEVATION
1/8" = 1'-0"



2 GRID D - BRACE ELEVATION
1/8" = 1'-0"



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Sheet Contents
BRACE FRAME ELEVATIONS

Sheet No.

S202



Sheet No.

S203

1	2	3	4
ABBREVIATIONS			
@	AT	IN HG	INCHES MERCURY
&	AND	IN WC	INCHES WATER COLUMN
#	NUMBER	INSUL	INSULATION
%	PERCENT	IPS	INTERNATIONAL PIPE STANDARD
AD	ACCESS DOOR	K	THERMAL CONDUCTIVITY
AAP	AREA ALARM PANEL	KW	KILOWATT
ADA	AMERICANS WITH DISABILITIES ACT	KWH	KILOWATT HOUR
AFF	ABOVE FINISHED FLOOR	LAT	LEAVING AIR TEMPERATURE
AFG	ABOVE FINISHED GRADE	LBHR	POUNDS PER HOUR
AHJ	AUTHORITY HAVING JURISDICTION	LBS	POUNDS
AHU	AIR-HANDLING UNIT	LF	LINEAR FEET
ALT	ALTERNATE	L	LENGTH
AMB	AMBIENT	LWT	LEAVING WATER TEMPERATURE
AMCA	AIR MOVEMENT AND CONTROL ASSOCIATION	LOC	LOCATION/LOCATED
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	LP	LOW PRESSURE
APD	AIR PRESSURE DROP	LR	LONG RADIUS
APPROX	APPROXIMATE	MAN	MANUAL
AR	ACID RESISTANT	MAT	MIXED AIR TEMPERATURE
ARCH	ARCHITECTURAL	MAV	MANUAL AIR VENT
ASME	AMERICAN SOCIETY OF MECHANICAL ENGINEERS	MAX	MAXIMUM
ATM	ATMOSPHERE	MBH	THOUSAND BTU PER HOUR
AUTO	AUTOMATIC	MECH	MECHANICAL
AVG	AVERAGE	MFR	MANUFACTURER
AWG	AMERICAN WIRE GAUGE	MH	MANHOLE
BAS	BUILDING AUTOMATION SYSTEM	MIN	MINIMUM, MINUTE
BDD	BACKDRAFT DAMPER	MPH	MILES PER HOUR
BHP	BRAKE HORSEPOWER, BOILER HORSEPOWER	MTD	MOUNTED
BLDG	BUILDING	N/A	NOT APPLICABLE
BLW	BELOW	NC	NOISE CRITERIA, NORMALLY CLOSED
BOD	BOTTOM OF DUCT	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
BOP	BOTTOM OF PIPE	NIC	NOT IN CONTRACT
BTU	BRITISH THERMAL UNIT	NO	NORMALLY OPEN, NUMBER
BTUH	BTU PER HOUR	NTS	NOT TO SCALE
C	COMMON, CONDENSATE	OD	OUTSIDE DIAMETER
C-C	CENTER TO CENTER	OFOI	OWNER FURNISHED, OWNER INSTALLED
CAP	CAPACITY, END CAP	OSA	OUTSIDE AIR
CCW	COUNTER-CLOCKWISE	OZ	OUNCE
CF	COOLING FAN, CIRCULATING FAN, CUBIC FOOT	PD	PRESSURE DROP OR DIFFERENCE
CFM	CUBIC FEET PER MINUTE	PG	PROPYLENE GLYCOL
CI	CAST IRON	PL	PLATE
CL	CENTER LINE	PLBG	PLUMBING
CLG	CEILING	POC	POINT OF CONNECTION
CMPR	COMPRESSOR	PNL	PANEL
COEF	COEFFICIENT	PH	PHASE (ELECTRICAL)
CONC	CONCRETE	PPM	PARTS PER MILLION
COND	CONDENSER	PSI	POUNDS PER SQUARE INCH
CTR	CENTER	PSIA	POUNDS PER SQUARE INCH - ABSOLUTE
CU	COPPER, CONDENSING UNIT	PSID	POUNDS PER SQUARE INCH - DIFFERENTIAL
CU IN	CUBIC INCH	PSIG	POUNDS PER SQUARE INCH - GAUGE
CV	VALVE FLOW COEFFICIENT	PRESS	PRESSURE
CW	CLOCKWISE	PRI	PRIMARY
DB	DECIBEL	R-407C,	REFRIGERANT (407C,410A,ETC.)
DBT	DRY-BULB TEMPERATURE	R-410A	
DDC	DIRECT DIGITAL CONTROL	R/A	RETURN AIR
DEG OR °	DEGREE	RAD	RADIANT OR RADIATION
DEG C	DEGREE CENTIGRADE	RCVR	RECEIVER
DEG F	DEGREE FAHRENHEIT	RECIRC	RECIRCULATE
DEMO	DEMOLITION	RED	REDUCER
DENS	DENSITY	REFRIG	REFRIGERATION
DGM	DIAGRAM	REV	REVOLUTIONS
DI	DUCTILE IRON	RF	RELIEF FAN OR RETURN FAN
DIA OR ∅	DIAMETER	RH	RELATIVE HUMIDITY
DIFF	DIFFERENCE OR DELTA	RM	ROOM
DIP	DUCTILE IRON PIPE	RPM	REVOLUTIONS PER MINUTE
DISS	DIAMETER-INDEX SAFETY SYSTEM	RPS	REVOLUTIONS PER SECOND
DN	DOWN	S/A	SUPPLY AIR
DO	DITTO	SAT	SATURATION
DTL	DETAIL	SCHD	SCHEDULE
DWDI	DOUBLE WIDTH DOUBLE INLET	SCFM	STANDARD CUBIC FEET PER MINUTE
DWG	DRAWING	SD	STORM DRAIN
(E)	EXISTING	SEC	SECONDARY
EA	EACH	SF	SQUARE FEET
E/A	EXHAUST AIR	SH	SENSIBLE HEAT
EAT	ENTERING AIR TEMPERATURE	SHG	SENSIBLE HEAT GAIN
EF	EXHAUST FAN	SHR	SENSIBLE HEAT RATIO
EFF	EFFICIENCY	SHT	SHEET
EG	ETHYLENE GLYCOL, EXHAUST GRILLE	SHWR	SHOWER
ELEC	ELECTRICAL	SP	STATIC PRESSURE
ELEV	ELEVATION	SPD	STATIC PRESSURE DROP
EMB	EMBEDMENT	SPEC	SPECIFICATION, SPECIFIED
ENT	ENTERING	SPKLR	SPRINKLER
EQUIV FT	EQUIVALENT FEET	SR	SHORT RADIUS
ESP	EXTERNAL STATIC PRESSURE	SWSI	SINGLE WIDTH SINGLE INLET
EVAP	EVAPORATOR	SQ	SQUARE
EXP	EXPANSION	SS	STAINLESS STEEL, SANITARY SEWER
EWT	ENTERING WATER TEMPERATURE	STD	STANDARD
°F	FAHRENHEIT	SUCT	SUCTION
FA	FACE AREA	TA	TRANSFER AIR
F-F	FACE TO FACE	TEMP	TEMPERATURE, TEMPORARY
FD	FIRE DAMPER	THRU	THROUGH
FLEX	FLEXIBLE	TOD	TOP OF DUCT
FLR	FLOOR	TONS	TONS OF REFRIGERATION
FOB	FLAT ON BOTTOM	TOP	TOP OF PIPE
FOT	FLAT ON TOP	TYP	TYPICAL
FP	FREEZING POINT	UG	UNDERGROUND
FPM	FEET PER MINUTE	UON	UNLESS OTHERWISE NOTED
FPS	FEET PER SECOND	UPC	UNIFORM PLUMBING CODE
FSD	FIRE-SMOKE DAMPER	V	VOLTS OR VOLTAGE
FSDM	FIRE-SMOKE DAMPER, MODULATING	VAC	VACUUM
FT OR'	FOOT OR FEET	VAC	VOLTS (ALTERNATING CURRENT)
FV	FACE VELOCITY	VAL	VALVE
GA	GAGE OR GAUGE	VAP PR	VAPOR PRESSURE
GAL	GALLONS	VAR	VARIABLE
GPD	GALLONS PER DAY	VAV	VARIABLE AIR VOLUME
GPH	GALLONS PER HOUR	VDC	VOLTS (DIRECT CURRENT)
GPM	GALLONS PER MINUTE	VEL	VELOCITY
GR	GRAINS	VERT	VERTICAL
GRD	GRILLES, REGISTERS, DIFFUSERS	VFD	VARIABLE FREQUENCY DRIVE
HD	HEAD	VOL	VOLUME
HDPE	HIGH DENSITY POLYETHYLENE	VP	VELOCITY PRESSURE
HG	HEAT GAIN	VSD	VARIABLE SPEED DRIVE
HT	HEIGHT	VTR	VENT THROUGH ROOF
HP	HORSEPOWER	W	WATT
HR	HOUR(S)	W/	WITH
HVAC	HEATING, VENTILATING & AIR-CONDITIONING	W/O	WITHOUT
HZ	FREQUENCY	WB	WET BULB TEMPERATURE
IAW	IN ACCORDANCE WITH	WC	WATER COLUMN
ID	INSIDE DIAMETER	WH	WATT-HOUR
IE	INVERT ELEVATION	WP	WEATHER PROOF, WATER PROOF
IBC	INTERNATIONAL BUILDING CODE	WPD	WATER PRESSURE DROP
IFC	INTERNATIONAL FIRE CODE	WT	WEIGHT
IMC	INTERNATIONAL MECHANICAL CODE	YD	YARD
IN OR "	INCH OR INCHES	ZVB	ZONE VALVE BOX

2

GENERAL

	SHEET NOTE CONVENTION:
	REFERENCED SHEET NOTE
#	REFERENCED DEMOLITION NOTE
#	GENERAL SHEET NOTE
	DETAIL REFERENCE
	DETAIL DESIGNATION
	SHEET WHERE DETAIL APPEARS
	SECTION REFERENCE
	SECTION DESIGNATION
	SHEET WHERE SECTION APPEARS
	POINT OF CONNECTION
P.#	PLUMBING FIXTURE NUMBER
	EQUIPMENT TAG
	EQUIPMENT DESIGNATION
	EQUIPMENT NUMBER
	AIR TERMINAL TAG
	AIR TERMINAL DESIGNATION
	CFM
	BASEBOARD FINITUBE TAG
	FINITUBE DESIGNATION
	GPM
	LINEAR FEET OF FINITUBE ELEMENT
	AIR TERMINAL UNIT TAG
LINE CONVENTION	
	NEW OR REINSTALLED ITEM
	ITEM TO BE DEMOLISHED
	EXISTING ITEM TO REMAIN
	EXISTING ITEM TO BE RELOCATED

VENTILATION

	DOUBLE LINE DUCTWORK
	SINGLE LINE DUCTWORK
	FLEX DUCTWORK
	SLOT GRILLES/REGISTERS/DIFFUSERS
	S/A
	R/A
	E/A
	AIR FLOW ARROW
	AIR VOLUME DAMPER
	FIRE DAMPER
	SMOKE DAMPER
	FIRE-SMOKE DAMPER
	ACOUSTICAL DUCT LINING
	DUCT INSULATION
	DUCT: ROUND DIAMETER AS SHOWN
	DUCT: RECTANGULAR FIRST FIGURE SIDE SHOWN
	DUCT: FLAT OVAL FIRST FIGURE SIDE SHOWN
	MOTORIZED OPERATED DAMPER
	OPPOSED BLADE DAMPER
	PARALLEL BLADE DAMPER
	BACK DRAFT DAMPER
	DAMPER
	SUPPLY
	RETURN
	EXHAUST
	ROUND DUCT TURNING UP OR TOWARD
	SUPPLY
	RETURN
	EXHAUST
	ROUND DUCT TURNING DOWN OR AWAY

2

3	4
MONITORING AND CONTROLS	
T	THERMOSTAT, ZONE TEMPERATURE SENSOR
H	HUMIDISTAT, ZONE HUMIDITY SENSOR
CO2	CARBON DIOXIDE SENSOR
CO	CARBON MONOXIDE SENSOR
CL	CONTROL LEAD
CL	CONTROL WIRING
CL	CONTROL AIR/PNEUMATIC
CL	PRESSURE GAUGE
CL	CURRENT SENSOR
CL	CURRENT TRANSMITTER
CL	FLOW SWITCH
CL	TEMPERATURE TRANSMITTER
DPS	DIFFERENTIAL PRESSURE SWITCH
DPI	DIFFERENTIAL PRESSURE INDICATOR
PI	PRESSURE INDICATOR
TI	TEMPERATURE INDICATOR
TI	THERMOMETER
GENERAL PIPING	
GV	GATE VALVE
GV	GLOBE VALVE
BV	BUTTERFLY VALVE
TDV	TRIPLE DUTY VALVE
CV	CHECK VALVE
CV	BACKFLOW PREVENTER
CV	PRESSURE REGULATING VALVE (PILOT OPERATED)
CV	PRESSURE REGULATING VALVE (SELF REGULATING)
CV	PLUG VALVE
SOV	SOLENOID OPERATED VALVE
MOV	2 WAY MOTOR OPERATED VALVE
MOV	3 WAY MOTOR OPERATED VALVE
MOV	2 WAY PNEUMATIC OPERATED VALVE
MOV	3 WAY PNEUMATIC OPERATED VALVE
MOV	BALANCING VALVE
FCV	AUTOMATIC FLOW CONTROL VALVE
SV	SAFETY VALVE
VB	VACUUM BREAK
AAV	AIR VENT, AUTO WITH ISOLATION VALVE
MAV	AIR VENT, MANUAL
PTTP	PRESSURE & TEMP TEST PLUG
PTTP	STRAINER W/ BLOWDOWN HOSE FITTING
EDH	EQUIPMENT DRAIN HOSE
EDH	EQUIPMENT DRAIN PLUG
EDH	REDUCER (CONCENTRIC)
EDH	REDUCER (ECCENTRIC)
EDH	FLOW ARROW
EDH	ANCHOR
EDH	PIPE GUIDE
EDH	PIPE SLEEVE
EDH	PIPE UNION
EDH	PIPE FLANGE
EDH	FLEXIBLE CONNECTION
EDH	METER
EDH	LINE BREAK
EDH	END CAP
EDH	PIPE UP / TEE UP
EDH	P-TRAP
EDH	PIPE DOWN (ELBOW)
EDH	PIPE DOWN (TEE)

4	5
PLUMBING PIPING	
---	CW COLD WATER
---	HW HOT WATER
---	HWC HOT WATER CIRCULATION
---	TW TEMPERED WATER
---	TWC TEMPERED WATER CIRCULATION
---	V PLUMBING VENT
---	TP TRAP PRIMER
---	W WASTE WATER
---	RL RAIN LEADER
---	ORL OVERFLOW RAIN LEADER
---	HB HOSE BIBB
---	WHA WATER HAMMER ARRESTER
---	PDI PLUMBING AND DRAINAGE INSTITUTE WATER HAMMER ARRESTER SIZE A, B, C, D, OR E
---	ATP AUTOMATIC TRAP PRIMER VALVE
---	FCO, YCO FLOOR CLEANOUT, YARD CLEAN OUT
---	WCO WALL CLEANOUT
---	FD, FS FLOOR DRAIN, FLOOR SINK
---	RD, ORD ROOF DRAIN, OVERFLOW ROOF DRAIN
HYDRONIC PIPING	
---	HWS HEATING WATER SUPPLY
---	HWR HEATING WATER RETURN
---	GHS GLYCOL HEATING SUPPLY
---	GHR GLYCOL HEATING RETURN
---	FT BASEBOARD FINITUBE RADIATION
---	UH UNIT HEATER
---	CUH CABINET UNIT HEATER, HORIZONTAL OR VERTICAL

4	5
MECHANICAL DRAWING INDEX	
M001	LEGEND AND ABBREVIATIONS
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M003	MECHANICAL SCHEDULES
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M502	ENLARGED PLANS AND SECTIONS - FAN ROOM
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DESIGN

C124805

CITY OF BETHEL

Bethel YK Fitness Center Gym
Expansion
BETHEL, ALASKA

Revisions

No.	Description	Date

Drawn by
M. LANGBERG

Date
10-04-2024

Checked
M. LANGBERG

Job No.
24048.01

Sheet Contents

LEGEND AND ABBREVIATIONS

Sheet No.

M001

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MISCELLANEOUS EQUIPMENT SCHEDULE				
SYMBOL	LOCATION	MOTOR (HP,V,PH)	WEIGHT (LBS)	REMARKS, BASIS OF DESIGN
SECTION 22 1000 - DOMESTIC WATER PIPING AND SPECIALTIES				
WH-3 WH-4	MENS TOILET WOMENS TOILET	14KW,208.1 (67A)	25	POINT OF USE ELECTRIC TANKLESS WATER HEATER, 1.6 GPM AT 70 F TEMP RISE. MFR: AO SMITH. MODEL: C2VA-140X.
SECTION 23 1113 - FUEL OIL PIPING AND SPECIALTIES				
DT-2	BOILER ROOM	- ,120.1 (TRANSFER PUMP)	400	FUEL OIL DAYTANK: U.L. LISTED, 60 GALLON CAPACITY, SECONDARY CONTAINMENT, 2 GPM FUEL TRANSFER PUMP SET, PACKAGED TANK LEVEL CONTROL SYSTEM, HAND TRANSFER PUMP, LEAK SENSOR, BAS ALARM MONITORING CONTACT. MFR: SIMPLEX MODEL: STS-60.
SECTION 23 2113 - HYDRONIC PIPING AND SPECIALTIES				
GM-3	BOILER ROOM	50W,115.1	160	GLYCOL HEATING MAKE-UP PACKAGE: COMPLETE WITH PUMP, LOW LEVEL CUT-OFF AND ALARM ARRANGEMENT, PRIMING VALVE, SHUTOFF VALVE, STRAINER, 17 GALLON STORAGE TANK WITH PRESSURE CONTROL, REDUCING VALVE AND GAUGE, LOW LEVEL ALARM WITH DRY CONTACTS, 1.0 GPM MAKE-UP CAPACITY AT FREE FLOW. AXIOM MODEL DMF300.
AS-2	BOILER ROOM	-	90	GLYCOL HEATING COMBINATION AIR AND DIRT SEPARATOR: 2 INCH FLANGED CONNECTIONS, MAX WORKING PRESSURE OF 150 PSIG, MAX WORKING TEMPERATURE OF 270 DEG F, COALESCING MEDIA. SPIROTHERM VDT200FA.

PLUMBING FIXTURE CONNECTION SCHEDULE							
SYMBOL	FIXTURE	WASTE (INCH)	VENT (INCH)	HW (INCH)	CW (INCH)	POWER	REMARKS, BASIS OF DESIGN
WC-1	WATER CLOSET	4	2	-	1	BATTERY	WALL MOUNTED, TOP SPUD, ELONGATED BOWL, SENSOR OPERATED FLUSH VALVE.
WC-1H	WATER CLOSET	4	2	-	1	BATTERY	WALL MOUNTED, TOP SPUD, ELONGATED BOWL, SENSOR OPERATED FLUSH VALVE, ADA COMPLIANT.
U-1H	URINAL	2	1-1/2	-	3/4	BATTERY	WALL MOUNTED, SENSOR OPERATED FLUSH VALVE, ADA COMPLIANT.
L-1H	LAVATORY	1-1/2	1-1/2	1/2	1/2	BATTERY	COUNTER MOUNTED, SENSOR OPERATED FAUCET, ADA COMPLIANT.
HB-1	HOSE BIBB	-	-	-	3/4	-	ROUGH CHROME, WITH VACUUM BREAKER, WHEEL HANDLE OPERATOR.
FD-1	FLOOR DRAIN	2	1-1/2	-	-	-	CAST IRON BODY WITH ADJUSTABLE POLISHED NICKEL BRONZE TOP.
FD-2	FLOOR DRAIN	3	2	-	-	-	MEDIUM DUTY, CAST IRON BODY WITH ADJUSTABLE POLISHED NICKEL BRONZE TOP.
TP-1	TRAP PRIMER	-	-	-	1/2	-	FLOW ACTIVATED PRIMER VALVE WITH VACUUM BREAKER PORTS AND INTERNAL BACKFLOW PROTECTION.
TP-2	ELECTRONIC TRAP PRIMER	-	-	-	1/2	115V/1PH 6.3 W	ELECTRONIC TRAP PRIMER WITH RECESSED CABINET, SOLENOID VALVE WITH DISTRIBUTION UNIT.

WATER METER SCHEDULE				
SYMBOL	LOCATION	POWER	SERVICE	REMARKS, BASIS OF DESIGN
WM-1	BOILER ROOM	-	BUILDING WATER	WATER METER: TURBO TYPE, 1-INCH, 50 GPM MAX CONTINUOUS FLOW AT 1.8 PSI PRESSURE LOSS, MAX XX GPM INTERMITTENT FLOW. BADGER METERS XXX.

EXTERIOR FUEL OIL TANK SCHEDULE																
SYMBOL	LOCATION	NOMINAL SIZE (GALLONS)	DIA (FEET)	LENGTH (FEET)	FOS CONN		FOR CONN		NORMAL VENT INNER (INCH)	NORMAL VENT OUTER (INCH)	EMER VENT INNER (INCH)	EMER VENT OUTER (INCH)	FILL SIZE (INCH)	GAGE CONN (INCH)	WEIGHT (LBS)	REMARKS, BASIS OF DESIGN
					QTY	SIZE (INCH)	QTY	SIZE (INCH)								
FST-2	EXTERIOR	3,000	76	168	1	3/4	1	1	2	-	6	6	4	2	31,500	ABOVE GROUND FUEL OIL STORAGE TANK: UL 142 LABELED, TYPE 1 DOUBLE-WALL STEEL CONSTRUCTION, SKID-MOUNT BASE WITH TOW BAR, TOP CONNECTIONS FOR FILL, GAUGES, VENT, EMERGENCY VENT, ACCESS LADDER. ANCHORAGE TANK & WELDING AT3MULAG.

BOILER SCHEDULE						
SYMBOL	LOCATION	MOTOR (HP,V,PH)	INPUT (MBH)	OUTPUT (MBH)	WEIGHT (LBS)	REMARKS, BASIS OF DESIGN
BLR-3 BLR-4	BOILER ROOM	-,120.1	5.6 (GPH OIL)	646	2,400	OIL FIRED CAST IRON SECTIONAL WATER BOILER WITH POWER BURNER: 30 PSIG WORKING PRESSURE, 90 PSIG ASME SAFETY RELIEF VALVE, GAUGES AND PACKAGED CONTROLS, REAR FLUE. BURNHAM V90SAW WITH POWERFLAME C1-OS BURNER.

EXPANSION TANK SCHEDULE						
SYMBOL	LOCATION	ACCEPTANCE VOL. (GAL)	TANK VOL. (GAL)	PRE-CHARGE (PSIG)	WEIGHT (LBS)	REMARKS, BASIS OF DESIGN
ET-5	MECHANICAL ROOM	80	80	15	900	HYDRONIC HEATING SYSTEM EXPANSION ASME STAMPED, STEEL SHELL WITH HEAVY DUTY BUTYL DIAPHRAGM, 125 PSIG MAX WORKING PRESSURE, 240 F MAX OPERATING TEMP. AMTROL EXTROL 300-L.

PUMP SCHEDULE								
SYMBOL	LOCATION	SERVICE	FLUID	TEMP. (DEG F)	GPM	HEAD (FEET)	MOTOR (HP,V,PH)	REMARKS BASIS OF DESIGN
SECTION 23 2123 - HYDRONIC PUMPS								
PMP-15 PMP-16	BLR-1 BLR-2	BOILER HEATING CIRC	50% PG	190	36	13	1/3,115.1	INLINE CENTRIFUGAL PUMP: STAINLESS STEEL CONSTRUCTION, 1,725 RPM, 3" CONNECTIONS. TACO 131.
PMP-17 PMP-18	BOILER ROOM	BUILDING HEATING CIRC	50% PG	190	7	19	1/8,115.1	INLINE CARTRIDGE CIRCULATOR PUMP: 3250 RPM, STAINLESS STEEL, 1" FLANGED CONNECTIONS. TACO 0011-SF4.
ZP-3 ZP-4	BOILER ROOM	RADIANT SLAB CIRC	50% PG	100	6	25	1/6,115.1	INLINE CARTRIDGE CIRCULATOR PUMP: 3250 RPM, STAINLESS STEEL, 1" FLANGED CONNECTIONS. TACO 0013-SF3.
SECTION 22 1000 - DOMESTIC WATER PIPING AND SPECIALTIES								
CP-4	BOILER ROOM	DOMESTIC COLD WATER	WATER	50	2	8	1/8,115.1	INLINE CARTRIDGE CIRCULATOR PUMP: STAINLESS STEEL CONSTRUCTION, 3/4 INCH FLANGED CONNECTIONS. TACO 007-SF5.
SECTION 22 1300 - SANITARY WASTE AND VENT PIPING AND SPECIALTIES								
SP-2	BOILER ROOM	SUMP PUMP	NON- POTABLE WATER	100	50	12	1/2,115.1	FLOAT ACTIVATED SUMP PUMP: SS/CI CONSTR. RIDGID SP-500.

4

RADIANT FLOOR HEATING ZONE SCHEDULE												
SYMBOL	AREA SERVED	SERVICE	AREA (SF)	MBH	NO. OF CIRCUITS	GPM	HEAD LOSS (FEET)	FLUID TEMP SUP /RTN (DEGREES F)	FLUID	TUBE DIA (INCH)	TUBE SPACING (INCH)	CIRCUIT LENGTH (FEET)
RHZ-5	MENS TOILET 02	RADIANT FLOOR HEATING	317	7.5	2	0.75	1.4	110/90	50% PG	5/8	9	300
RHZ-6	HALLWAY 03	RADIANT FLOOR HEATING	411	9.5	2	1.0	1.4	110/90	50% PG	5/8	9	300
RHZ-7	WOMENS TOILET 04	RADIANT FLOOR HEATING	310	7.5	2	0.75	1.4	110/90	50% PG	5/8	9	300
NOTES: 1. CIRCUIT LENGTHS INCLUDE 10 FOOT LEADER LENGTHS. 2. INSTALL TUBES EMBEDDED IN CONCRETE. ROUTE TUBING BELOW CONCRETE AS RECOMMENDED BY THE MANUFACTURER AT EXPANSION JOINTS, CONTROL JOINTS, AND CONSTRUCTION JOINTS.												

SYMBOL	LOCATION	OUTPUT (MBH) (1)	FLUID	FLOW (GPM)	MAX WPD (FEET)	FLUID TEMP IN/OUT (DEGREES F)	MOTOR (HP,V,PH)	WEIGHT (LBS)	REMARKS, BASIS OF DESIGN
UH-7 UH-8	FAN ROOM 22	11.5	50% PG	0.75	1.0	190/160	1/25, 115, 1	20	HORIZONTAL UNIT HEATER: 370 CFM, AIR DEFLECTORS, SAFETY GUARD. MODINE HC-24.
UH-9	STORAGE 23	11.0	50% PG	0.75	1.0	190/160	1/25, 115, 1	20	HORIZONTAL UNIT HEATER: 370 CFM, AIR DEFLECTORS, SAFETY GUARD. MODINE HC-24.
UH-10	STORAGE 06	10.0	50% PG	0.75	1.0	190/160	1/25, 115, 1	20	HORIZONTAL UNIT HEATER: 370 CFM, AIR DEFLECTORS, SAFETY GUARD. MODINE HC-24.
UH-11	BOILER ROOM 05	5.0	50% PG	0.5	1.0	190/160	1/60, 115, 1	16	HORIZONTAL UNIT HEATER: 340 CFM, AIR DEFLECTORS, SAFETY GUARD. MODINE HC-18.
UH-12 UH-13 UH-14 UH-15	GYMNASIUM 01	70.0	50% PG	7.0	0.5	190/160	1/4, 115.1	118	VERTICAL UNIT HEATER: 2340 CFM FAN MOTOR, FACTORY PAINTED "SNOW WHITE" CABINET. SIGMA 145V.
NOTES: (1) SCHEDULED MBH OUTPUT IS REQUIRED HEAT LOAD FOR ROOM CONDITIONING.									

SYMBOL	LOCATION	FAN SERVICE	SCFM	EXT / INT SP (IN WC)	SIZE (INCH)	FAN TYPE	RPM	EFF & BHP	MOTOR (HP,V,PH)	COIL NO	WEIGHT (LBS)	REMARKS, BASIS OF DESIGN
AHU-3	FAN ROOM (SERVES SUPPORT SPACES)	S/A E/A	2,000	0.75	17.7	PLENUM	1,779	58%	3,208.3	PHC-3 HC-3	2100	MODULAR HEAT RECOVERY AIR HANDLING UNIT: CONSTANT VOLUME, SUMMER MERV-8 PRE-FILTER, PRE-HEAT COIL, WINTER MERV-8 PRE-FILTER, MERV-13 FINAL FILTER, AIR-TO-AIR HEAT EXCHANGER, BYPASS DAMPERS, SUPPLY FAN, MERV-8 EXHAUST AIR FILTER, EXHAUST FAN, OUTSIDE AIR AND EXHAUST AIR CONTROL DAMPERS, DRAIN PANS, AND MOISTURE ELIMINATOR. VTS AVS030-R-EFHFPHVE/AVS030-L-EFVPDEE_cd.
AHU-4	FAN ROOM (SERVES GYM)	S/A	14,000	0.60/2.12	200-9	AF	2,049	65% 5.74	7.5,208.3 (2 FANS) 2 VSD'S	HC-4	7000	CUSTOM AIR HANDLING UNIT: VARIABLE AIR VOLUME, DRAW THROUGH ARRANGEMENT, MIXING BOX WITH FACTORY INSTALLED RETURN DAMPER ON END AND OUTSIDE AIR DAMPER ON TOP OF MIXING BOX, MERV 8 PRE-FILTER, MERV 13 FINAL FILTER, HEATING COIL, WITH DRAIN PAN, ACCESS SECTIONS, DIRECT DRIVE SUPPLY FANS, DISCHARGE PLENUM. YORK XT1-84X72.

INDOOR AIR QUALITY DOCUMENTATION	
THE VENTILATION SYSTEMS FOR THIS FACILITY WERE DESIGNED IN ACCORDANCE WITH ASHRAE STANDARD 62.1-2019, BASED ON THE FOLLOWING ASSUMPTIONS:	
50	NORMAL BUILDING POPULATION
2,700	AHU-4 MINIMUM OUTSIDE AIR CFM FOR INDOOR AIR QUALITY AND BUILDING PRESSURIZATION
-26	OUTSIDE WINTER DESIGN TEMPERATURE (DEGREES F)
ASSUMPTION: OUTSIDE AIR MEETS NATIONAL PRIMARY AMBIENT AIR QUALITY STANDARDS SET BY THE U.S. EPA. ASSUMPTION: SOURCES OF IAQ CONTAMINATION ARE LIMITED TO NORMAL BUILDING FURNISHINGS, MATERIALS AND SURFACE COATINGS, AND HUMAN BIO-EFFLUENTS ASSOCIATED WITH ORDINARY HUMAN ACTIVITIES.	

HEATING COIL SCHEDULE												
SYMBOL	LOCATION	MBH	SCFM	AIR TEMP (IN/OUT)	SIZE WIDTH X HT (INCHES)	MAX VEL (FPM)	MAX APD (INCH WC)	FLUID	GPM	FLUID TEMP IN/OUT (DEGREES F)	MAX WPD (FEET)	REMARKS BASIS OF DESIGN
PHC-3	AHU-3	133.8	2,000	-42/20	41.3 X 22.5	300	0.05	50% PG	9.6	190/160	5.0	PREHEAT COIL: 1 ROW COIL, XX FINS/INCH. BY AHU MANUFACTURER.
HC-3	AHU-3	34.2	2,000	59/75	41.3 X 22.5	300	0.05	50% PG	2.5	190/160	1.0	HEATING COIL: 1 ROW COIL, XX FINS/INCH. BY AHU MANUFACTURER.
HC-4	AHU-4	676.0	13,000	45/93	59 X 72.5	440	0.20	50% PG	49.7	190/160	3.0	HEATING COIL: 2 ROW COIL, 8 FINS/INCH. BY AHU MANUFACTURER.
RHC-13	WALKWAY 03	21.7	800	65/90	20 X 12	500	0.1	50% PG	1.60	190/160	5.00	DUCT HEATING COIL: X ROW COIL, XX FINS/INCH. BRAND



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C124805

CITY OF BETHEL

Bethel YK Fitness Center Gym Expansion

BETHEL, ALASKA

Revisions		
No.	Description	Date

Drawn by M. LANGBERG	Date 10-04-2024
Checked M. LANGBERG	Job No. 24048.01

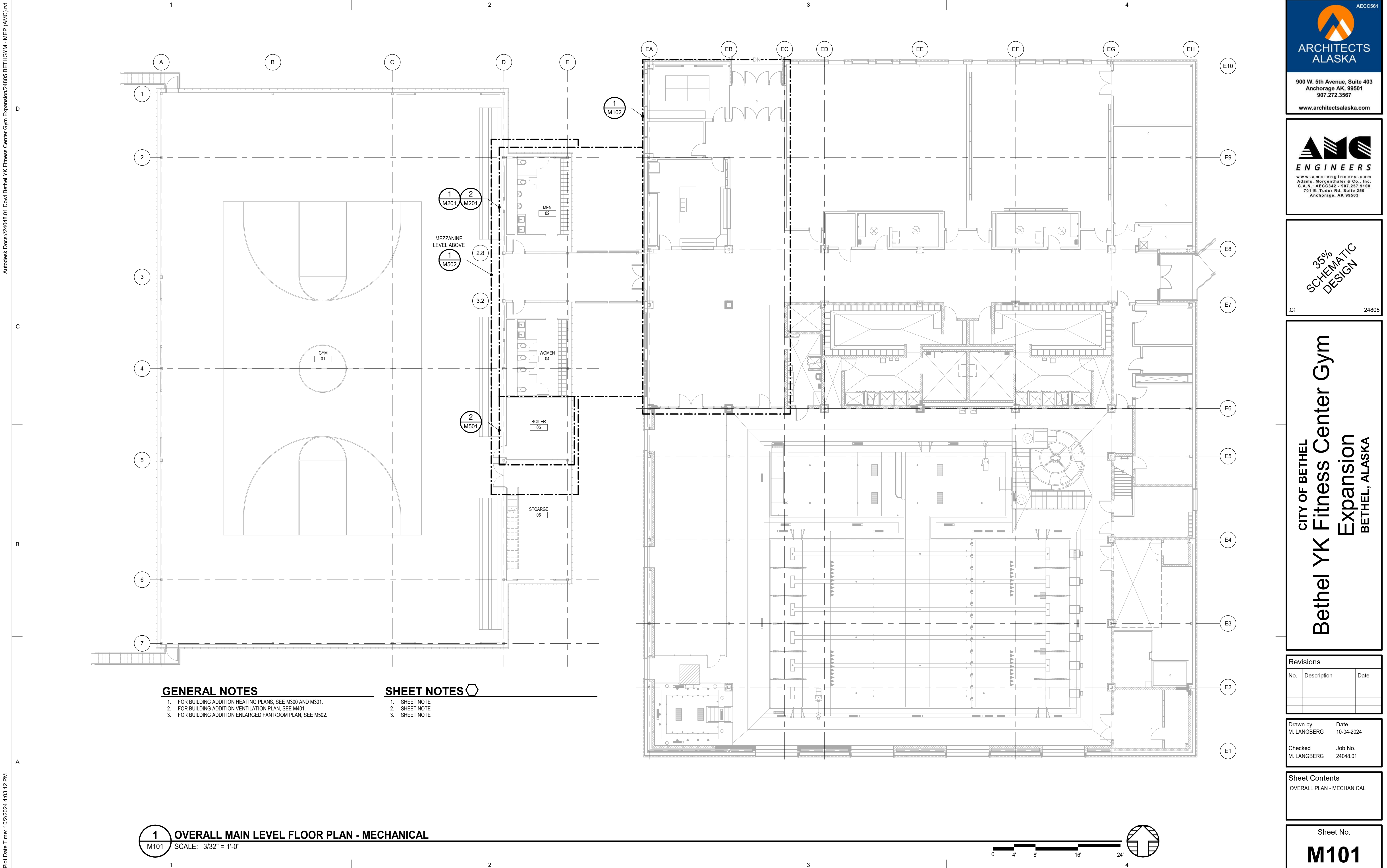
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MECHANICAL SCHEDULES

Sheet No.

M002

Autodesk Docs://24048.01 Dowd Bethel YK Fitness Center Gym Expansion/24805 BETHGYM - MEP (AMC).rvt

Plot Date Time: 10/2/2024 4:03:12 PM



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CITY OF BETHEL

**Bethel YK Fitness Center Gym
Expansion**
BETHEL, ALASKA

Revisions		
No.	Description	Date

Drawn by M. LANGBERG	Date 10-04-2024
Checked M. LANGBERG	Job No. 24048.01

Sheet Contents OVERALL PLAN - MECHANICAL

Sheet No.
M101

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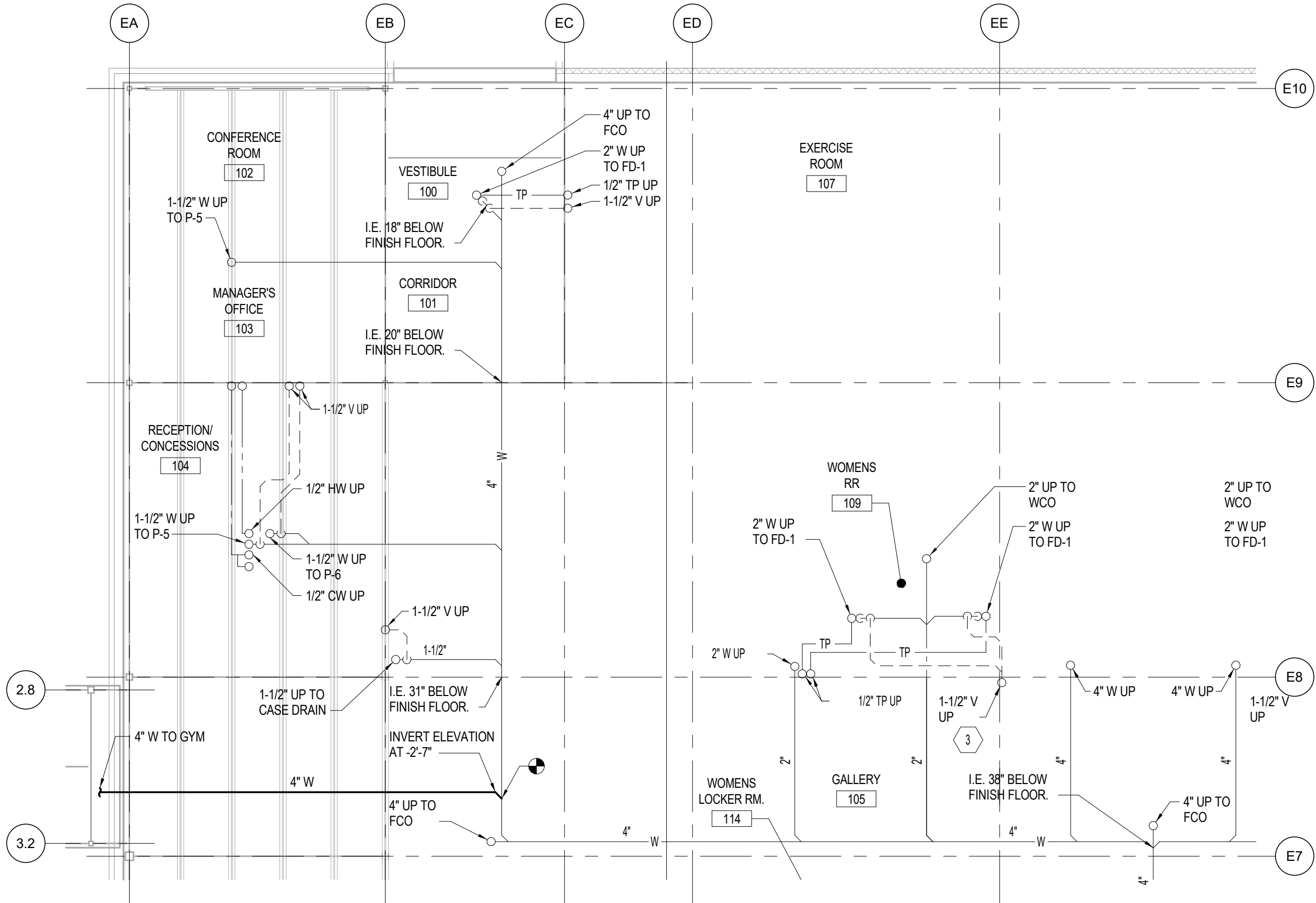
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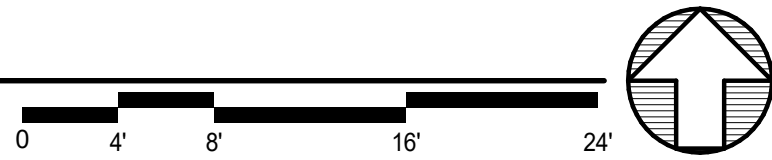
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A

Plot Date Time: 10/2/2024 4:03:12 PM



1 EXISTING BUILDING UNDERFLOOR PLAN - PLUMBING
M102 SCALE: 1/8" = 1'-0"





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CITY OF BETHEL

Bethel YK Fitness Center Gym
Expansion
BETHEL, ALASKA

Revisions		
No.	Description	Date

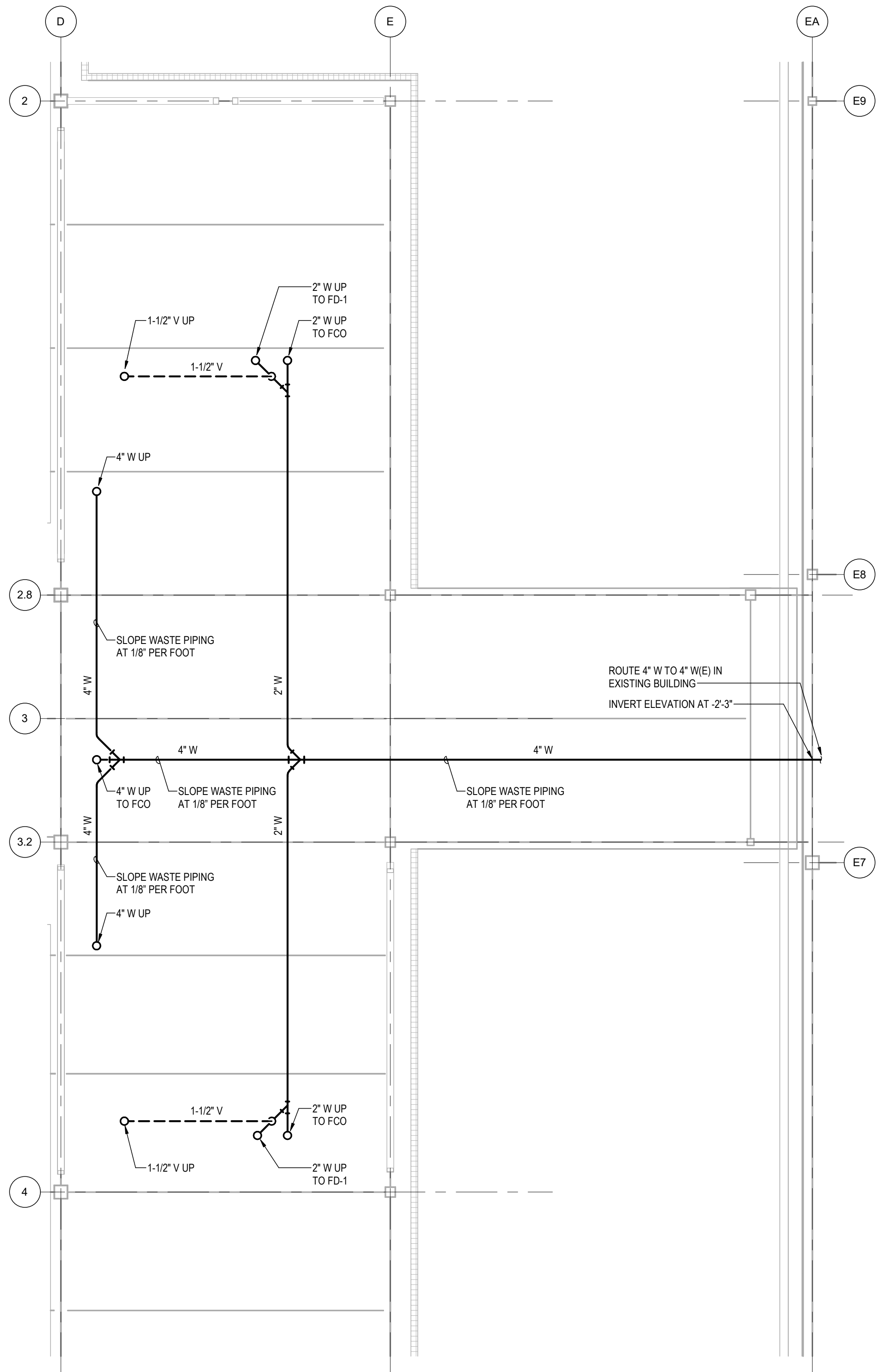
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Sheet Contents
EXISTING BUILDING - PARTIAL UNDERFLOOR PLAN - PLUMBING

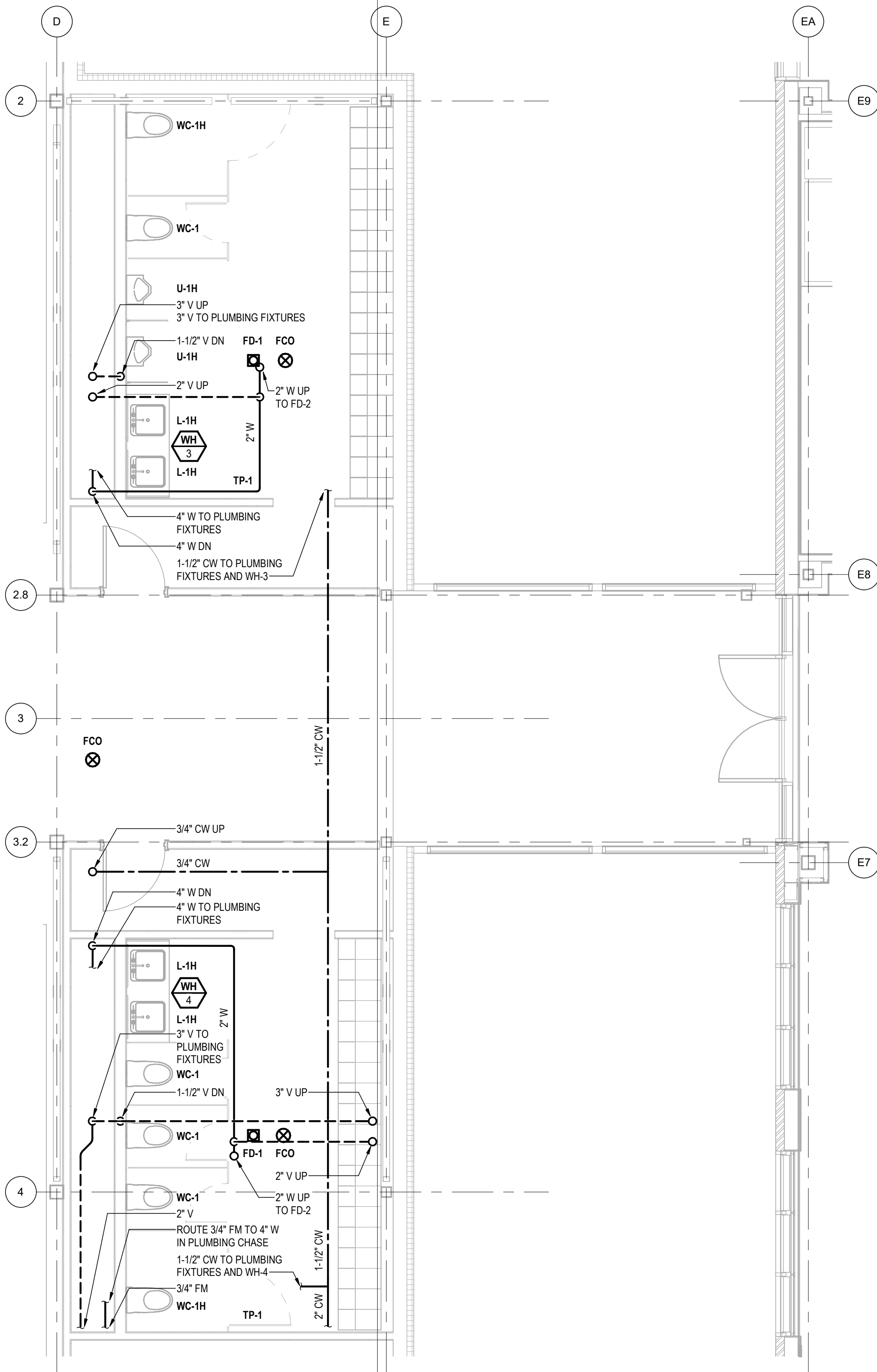
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M102

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Plot Date Time: 10/2/2024 4:03:13 PM



1 ENLARGED UNDERFLOOR PLAN - PLUMBING
M201 SCALE: 1/4" = 1'-0"
0 4' 8' 16' 24'



2 ENLARGED PLAN - PLUMBING
M201 SCALE: 1/4" = 1'-0"
0 4' 8' 16' 24'

GENERAL NOTES

1. SLOPE WASTE PIPING AT 1/4" PER FOOT UNLESS OTHERWISE NOTED.
2. INVERT ELEVATIONS SHOWN ARE BASED ON 0'-0" LEVEL 1 FINISHED FLOOR ELEVATION.
3. MINIMUM PLUMBING PIPE SIZE SERVING MULTIPLE FIXTURES IS 3/4". REFER TO PLUMBING FIXTURE CONNECTION SCHEDULE FOR INDIVIDUAL FIXTURE PIPE SIZES.
4. PROVIDE ACCESS DOORS WHERE EQUIPMENT, VALVES, AND ACCESSORIES ARE LOCATED ABOVE INACCESSIBLE CEILINGS OR WITHIN WALLS. ACCESS DOORS SHALL MATCH ASSEMBLY RATINGS.

SHEET NOTES

1. SHEET NOTE
2. SHEET NOTE
3. SHEET NOTE

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BETHEL, ALASKA

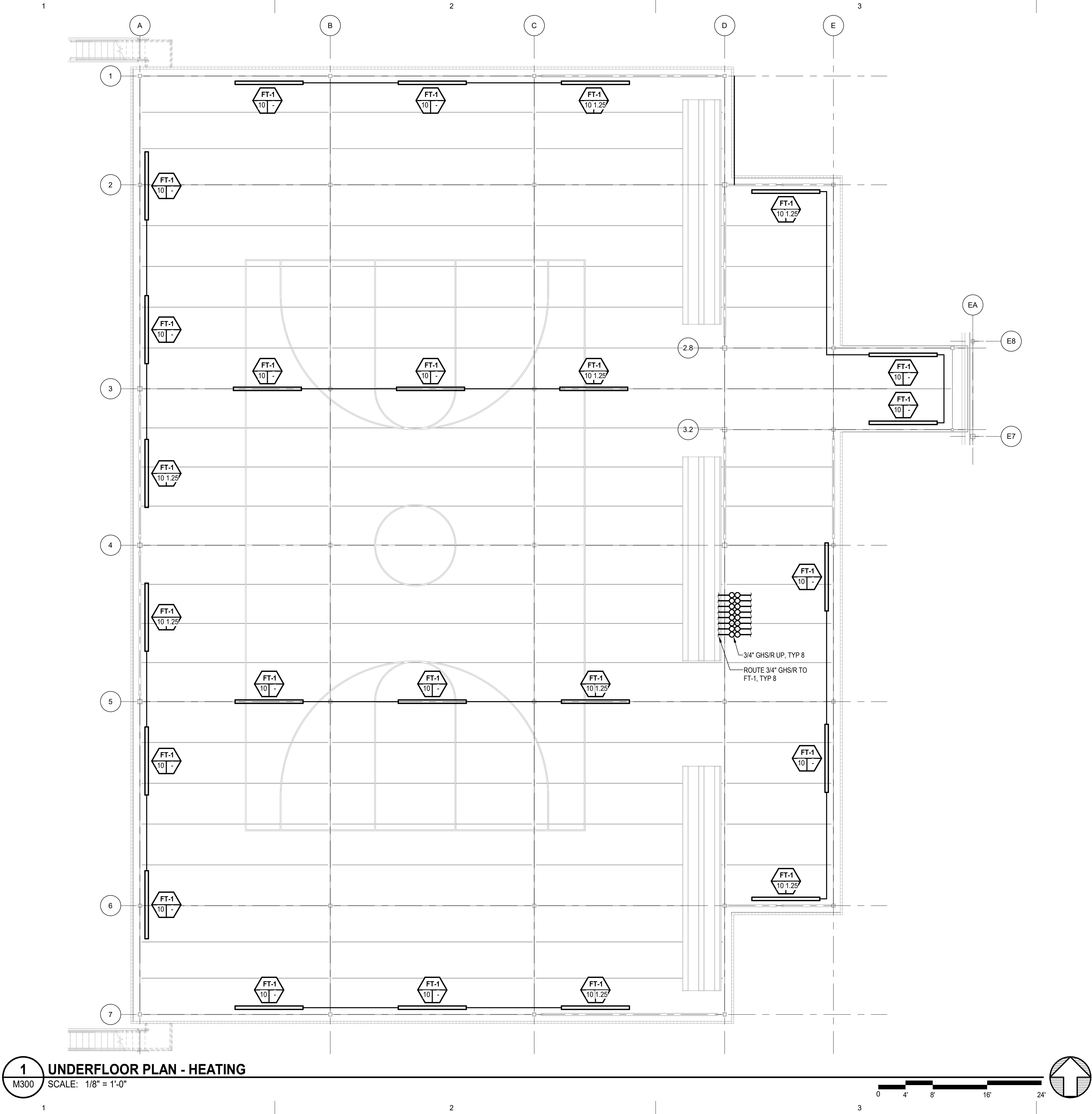
Revisions		
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Sheet Contents ENLARGED PLANS - PLUMBING

Sheet No.
M201

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Plot Date Time: 10/2/2024 4:03:14 PM



GENERAL NOTES

1. MINIMUM PIPE SIZE IS 3/4" UNLESS OTHERWISE NOTED.

SHEET NOTES

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2. SHEET NOTE
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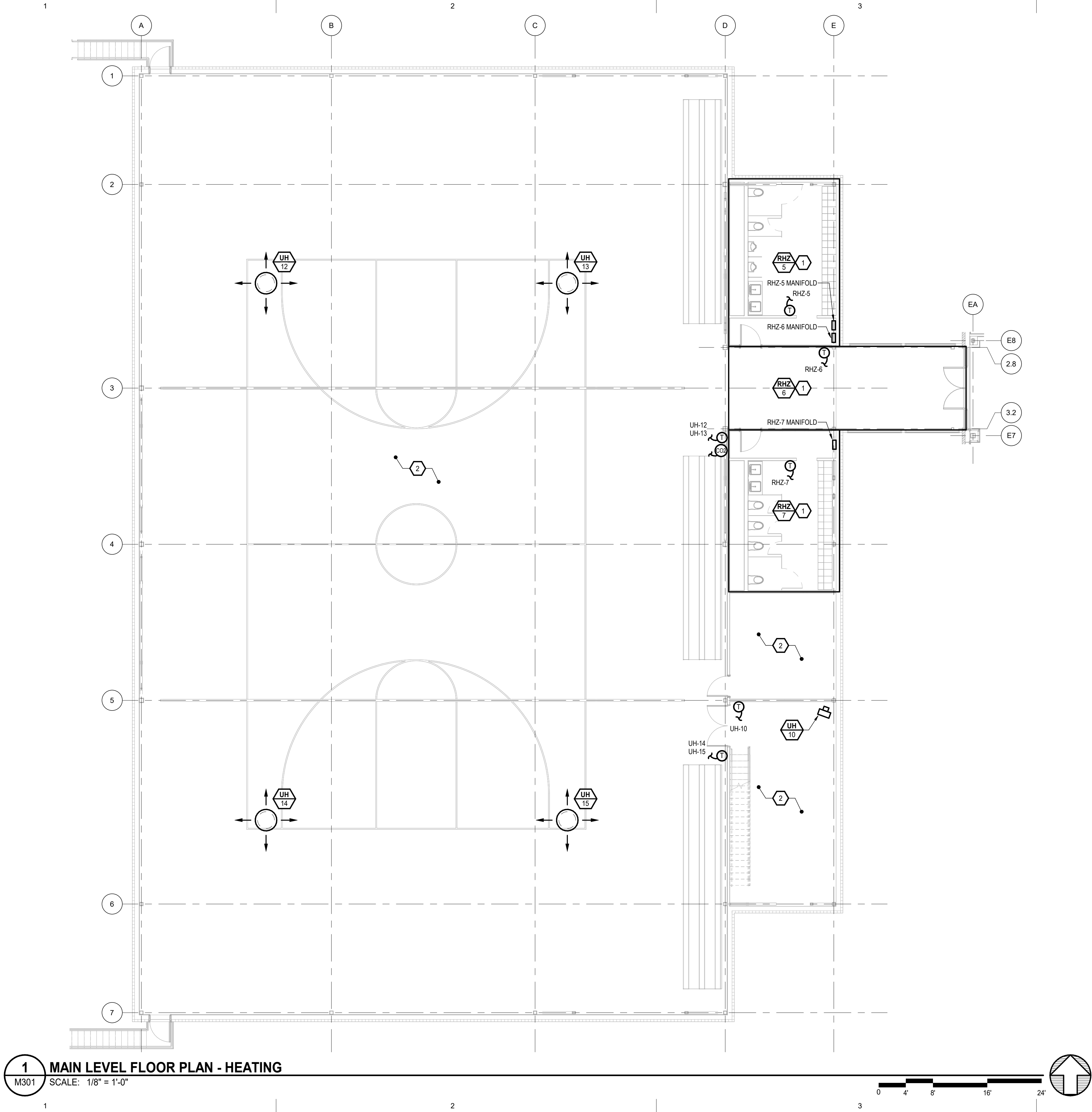
Revisions		
No.	Description	Date

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Sheet Contents UNDERFLOOR PLAN - HEATING

Sheet No.
M300

Autodesk Docs://24048.01 Dowl Bethel YK Fitness Center Gym Expansion/24805 BETHGYM - MEP (AMC).rvt
Plot Date Time: 10/2/2024 4:03:14 PM



GENERAL NOTES

1. MINIMUM PIPE SIZE IS 3/4" UNLESS OTHERWISE NOTED.
2. MOUNT ZONE TEMPERATURE SENSORS AT 44" AFF.
3. PROVIDE MANUAL HIGH POINT VENTS AND LOW POINT DRAINS WITH CAPPED HOSE CONNECTIONS; SLOPE PIPING TO ALLOW FOR DRAINAGE OF THE HYDRONIC SYSTEM.
4. PROVIDE ACCESS DOORS WHERE EQUIPMENT, VALVES, AND ACCESSORIES ARE LOCATED ABOVE NON-ACCESSIBLE CEILINGS OR WITHIN WALLS. ACCESS DOORS TO MATCH ASSEMBLY RATINGS.

SHEET NOTES

1. RADIANT FLOOR HEATING SLAB SENSOR INSIDE 1/2 INCH CONDUIT EMBEDDED IN CONCRETE.
2. NO RADIANT FLOOR HEATING IN THIS ROOM.

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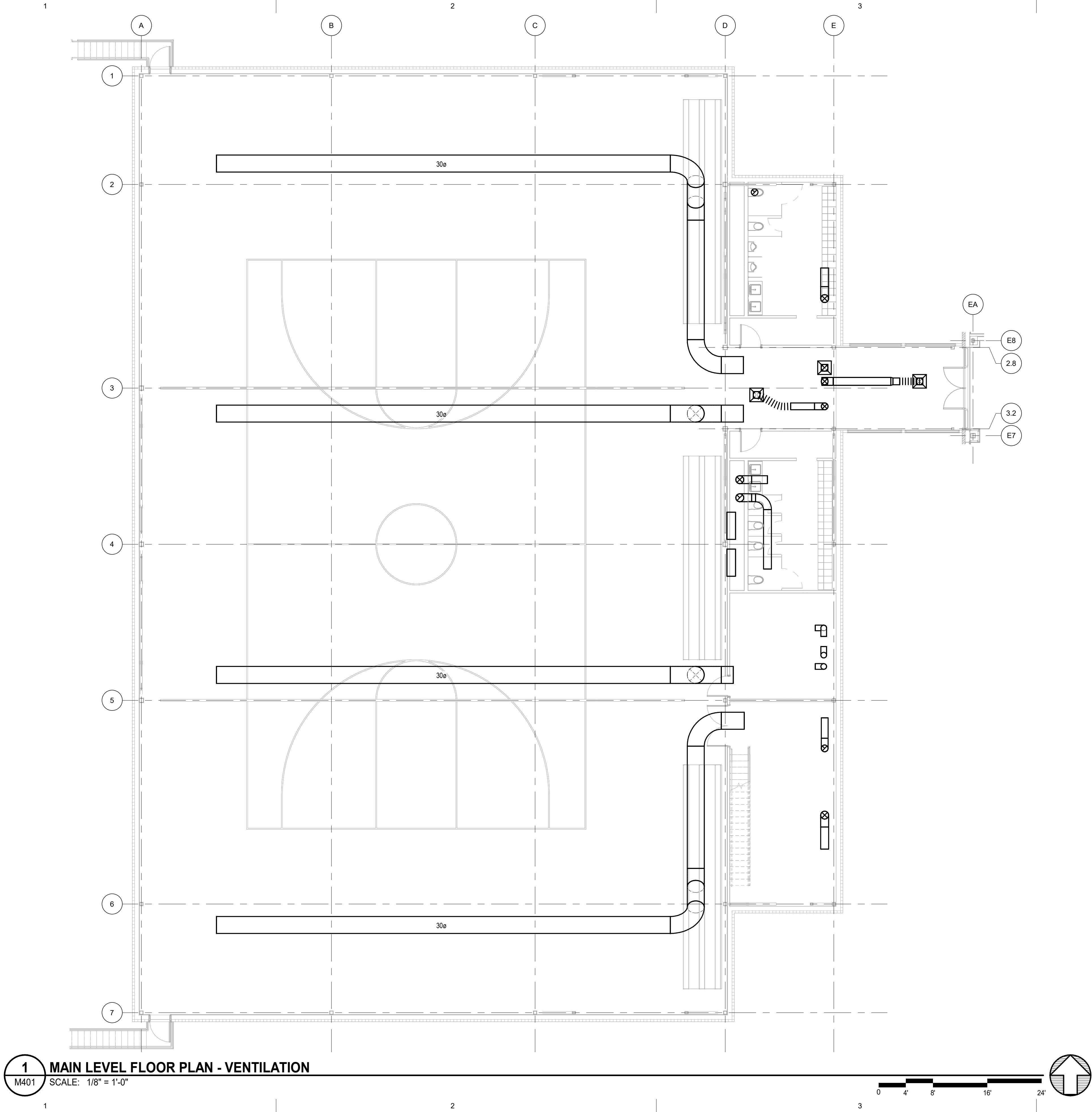
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Sheet Contents
MAIN LEVEL FLOOR PLAN - HEATING

Sheet No.

M301

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Plot Date Time: 10/2/2024 4:03:15 PM



GENERAL NOTES

- 1. GENERAL NOTE
- 2. GENERAL NOTE
- 3. GENERAL NOTE

SHEET NOTES

- 1. SHEET NOTE
- 2. SHEET NOTE
- 3. SHEET NOTE



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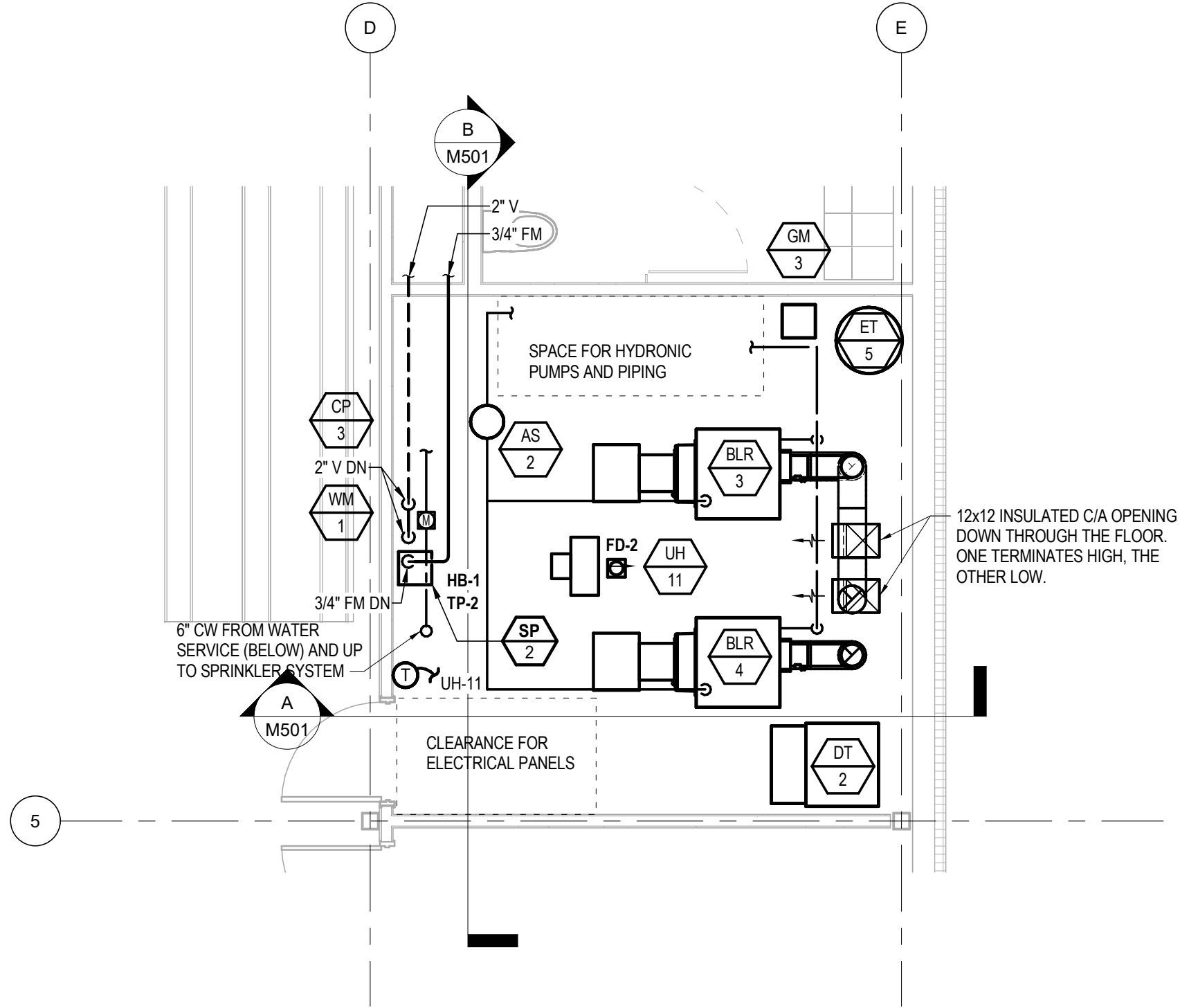
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Sheet Contents
MAIN LEVEL FLOOR PLAN - VENTILATION

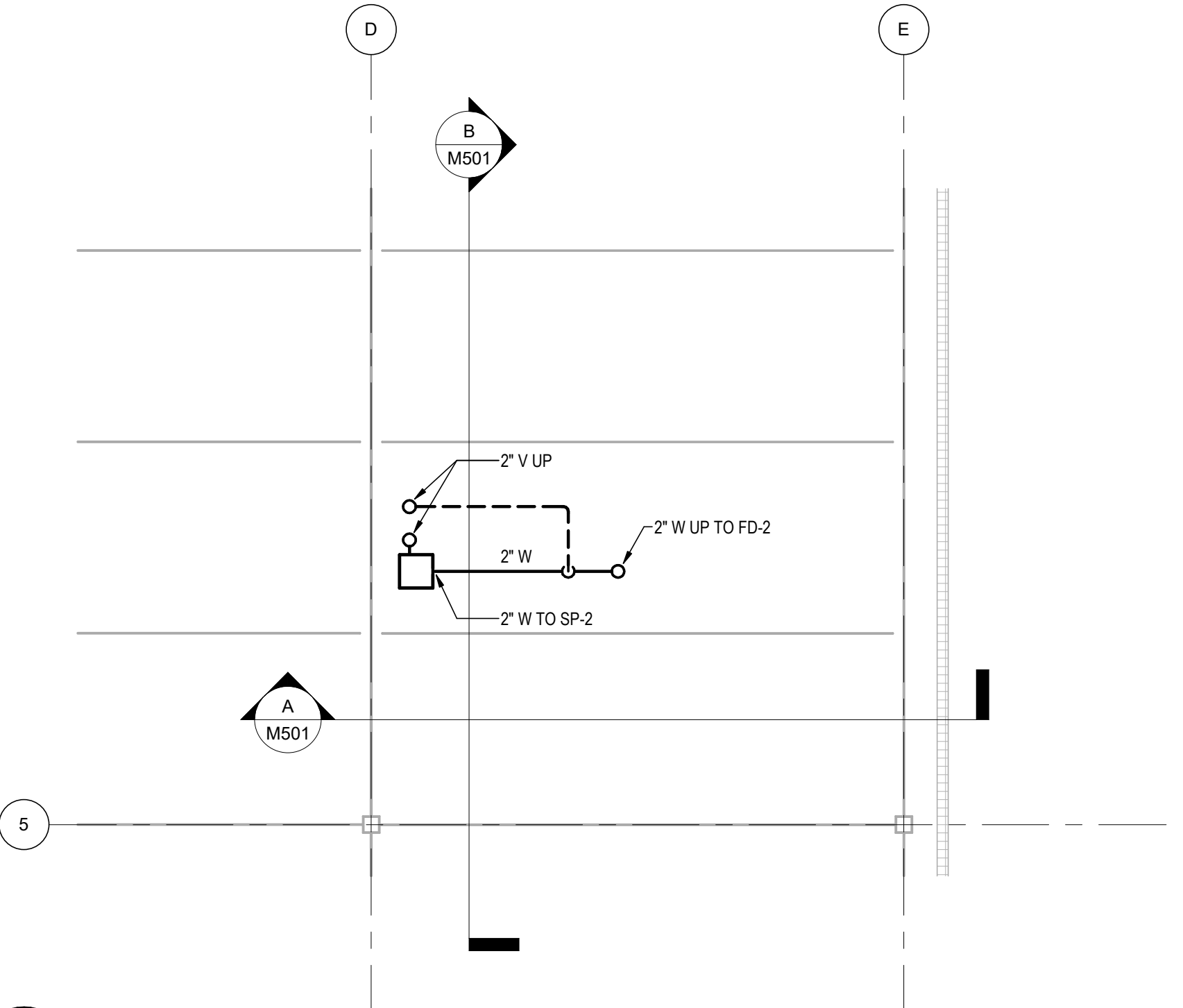
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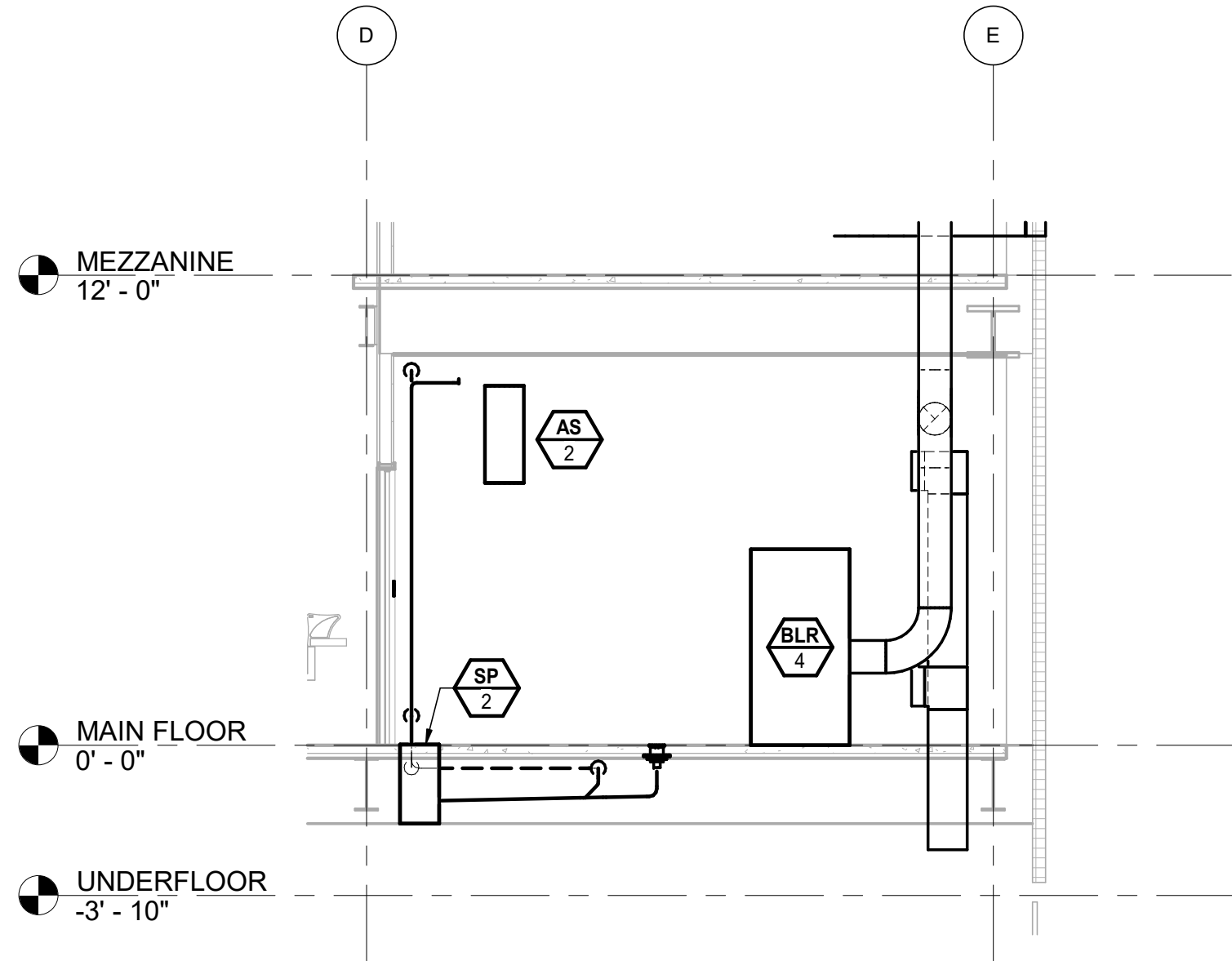
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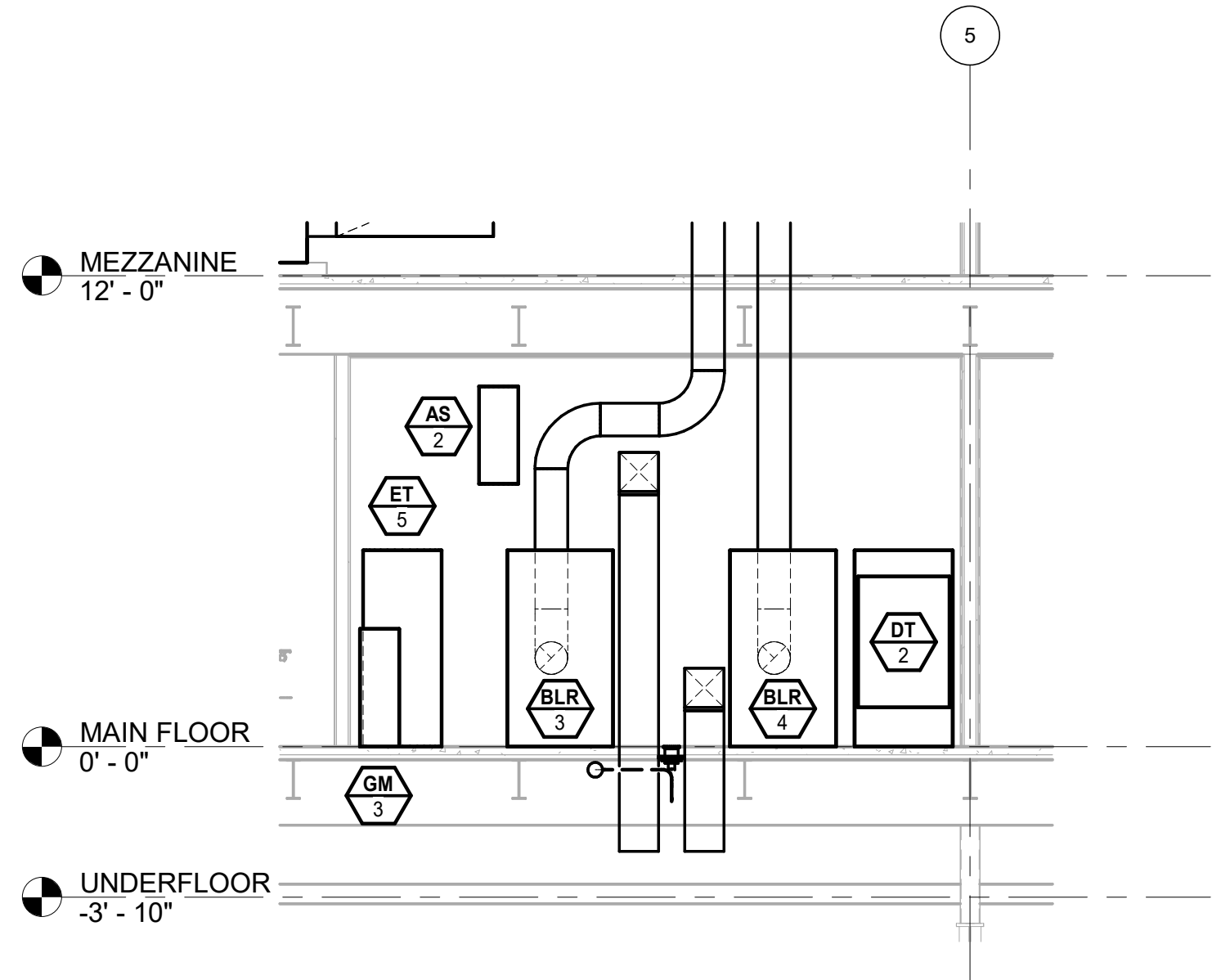
2 ENLARGED PLAN - BOILER ROOM - MECHANICAL
M501 SCALE: 1/4" = 1'-0"



1 ENLARGED UNDERFLOOR PLAN - BOILER ROOM - MECHANICAL
M501 SCALE: 1/4" = 1'-0"



A SECTION - BOILER ROOM - NORTH
M501 SCALE: 1/4" = 1'-0"



B SECTION - BOILER ROOM - EAST
M501 SCALE: 1/4" = 1'-0"

GENERAL NOTES

1. GENERAL NOTE
2. GENERAL NOTE
3. GENERAL NOTE

SHEET NOTES

1. SHEET NOTE
2. SHEET NOTE
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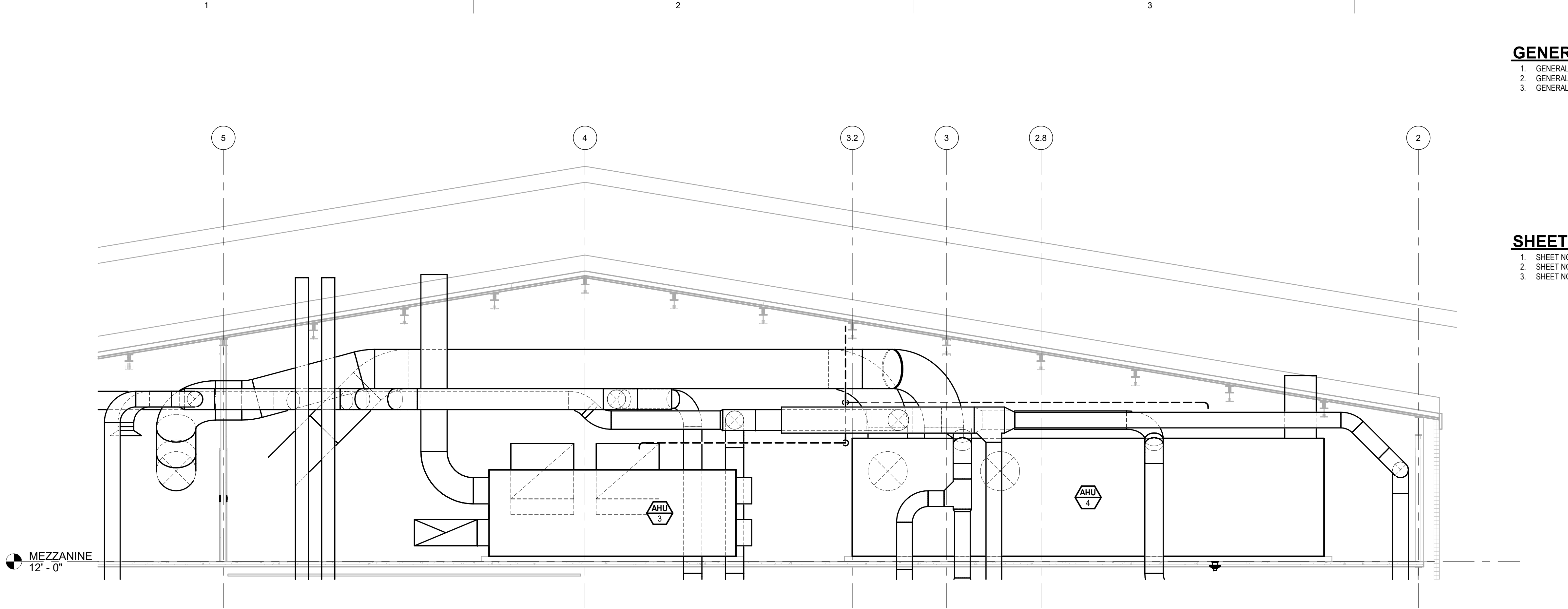
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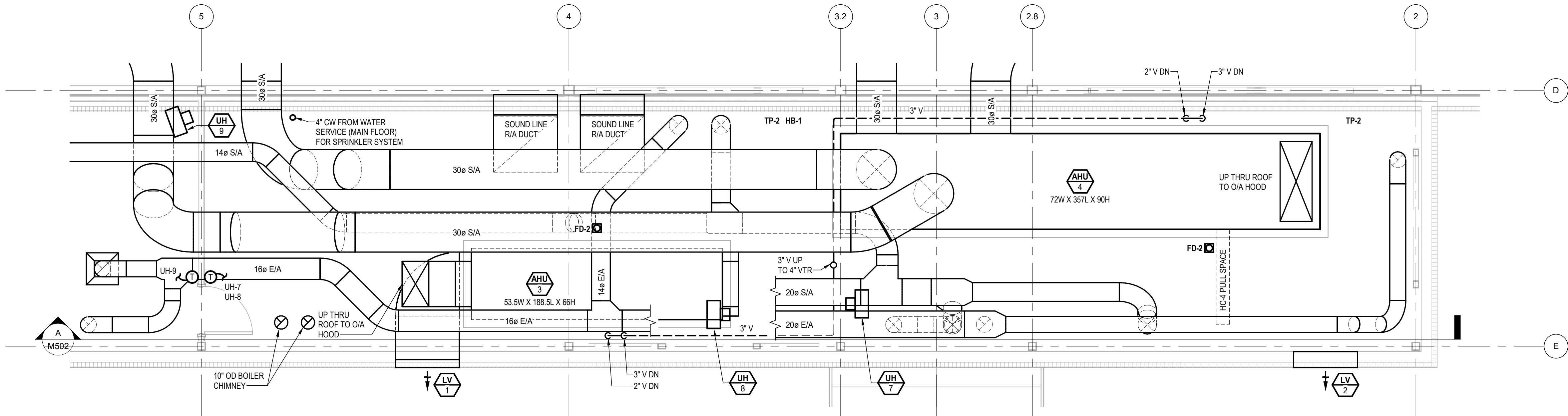
Sheet Contents ENLARGED PLANS AND SECTIONS - BOILER ROOM
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Sheet No.
M501

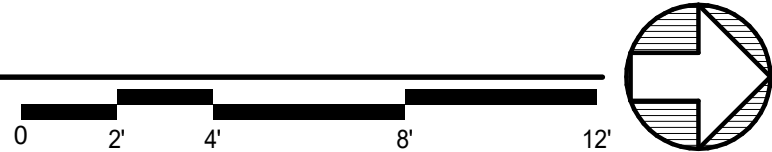
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Plot Date Time: 10/2/2024 4:03:17 PM



A SECTION - MEZZANINE
M502 SCALE: 1/4" = 1'-0"



1 ENLARGED MEZZ LEVEL PLAN - NORTH - MECHANICAL
M502 SCALE: 1/4" = 1'-0"



GENERAL NOTES

1. GENERAL NOTE
2. GENERAL NOTE
3. GENERAL NOTE

SHEET NOTES

1. SHEET NOTE
2. SHEET NOTE
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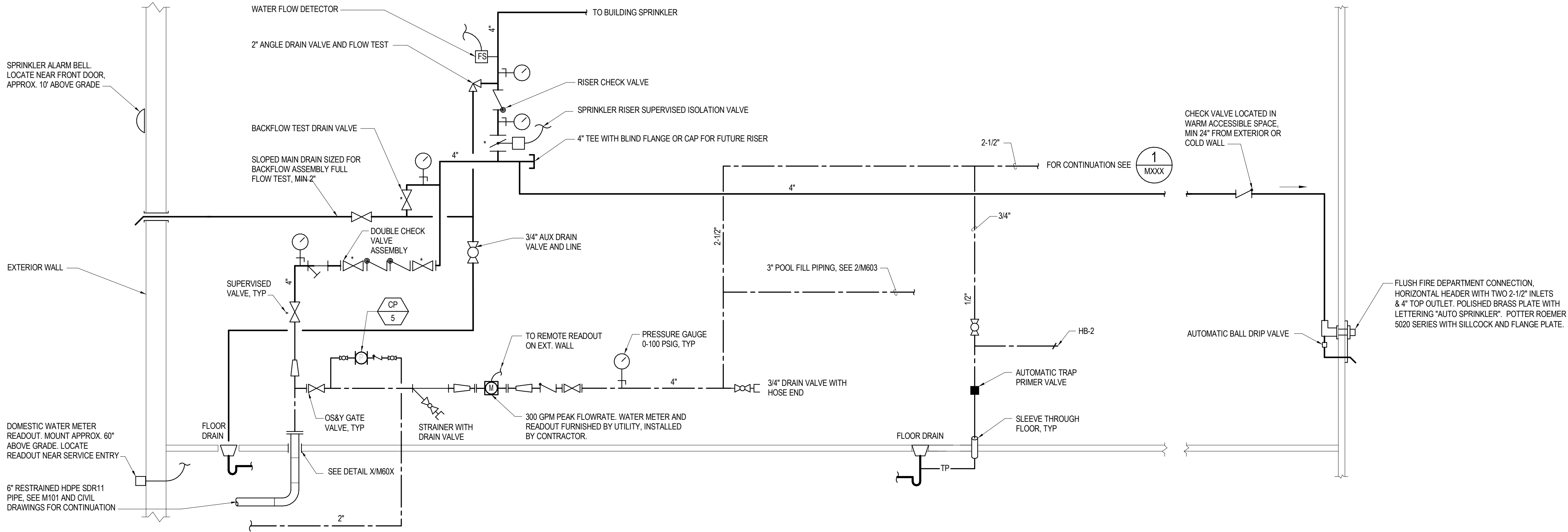
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Sheet Contents ENLARGED PLANS AND SECTIONS - FAN ROOM

Sheet No.

M502

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1 **DIAGRAM - WATER SERVICE ENTRANCE AND FIRE PROTECTION RISER**
M601 SCALE: NONE

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DIAGRAMS AND DETAILS - PLUMBING

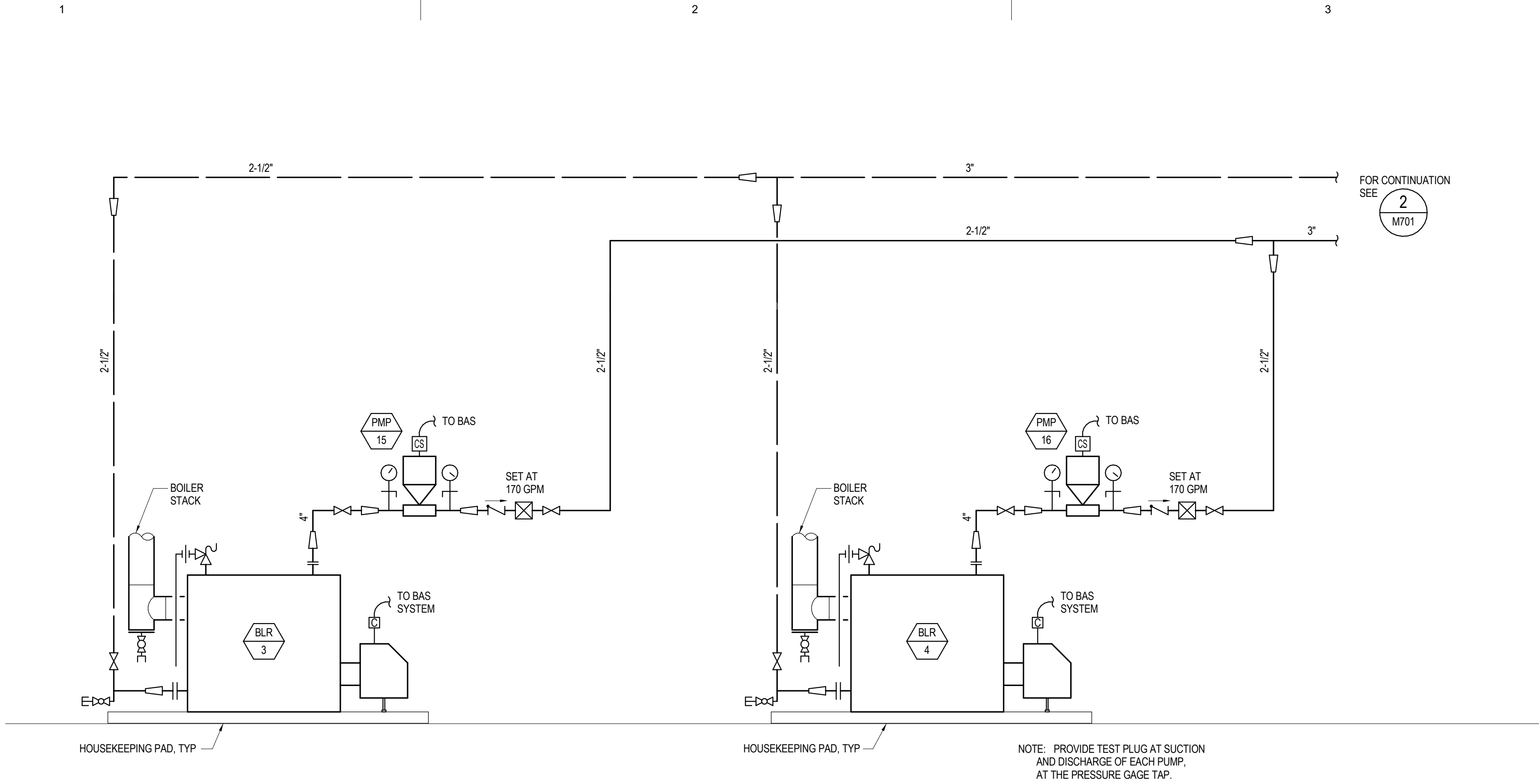
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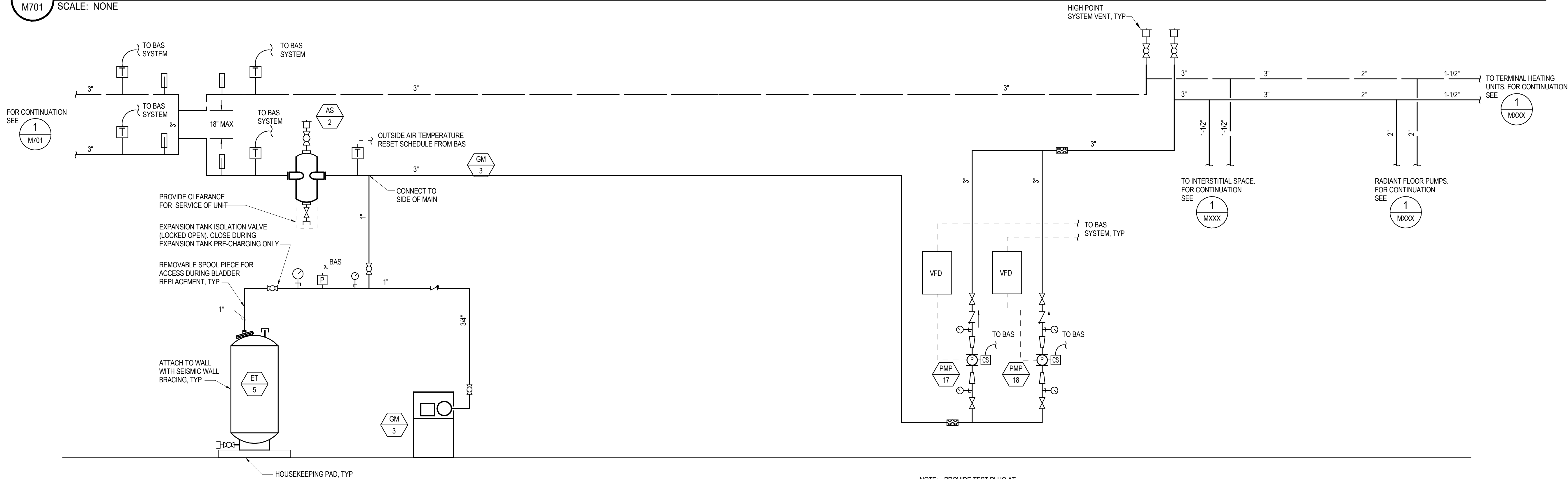
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Plot Date Time: 10/2/2024 4:03:17 PM



1 DIAGRAM - BOILER PIPING (PART ONE)

M701 SCALE: NONE



2 DIAGRAM - BOILER PIPING (PART TWO)

M701 SCALE: NONE

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DIAGRAMS AND DETAILS - HEATING

Sheet No.
M701

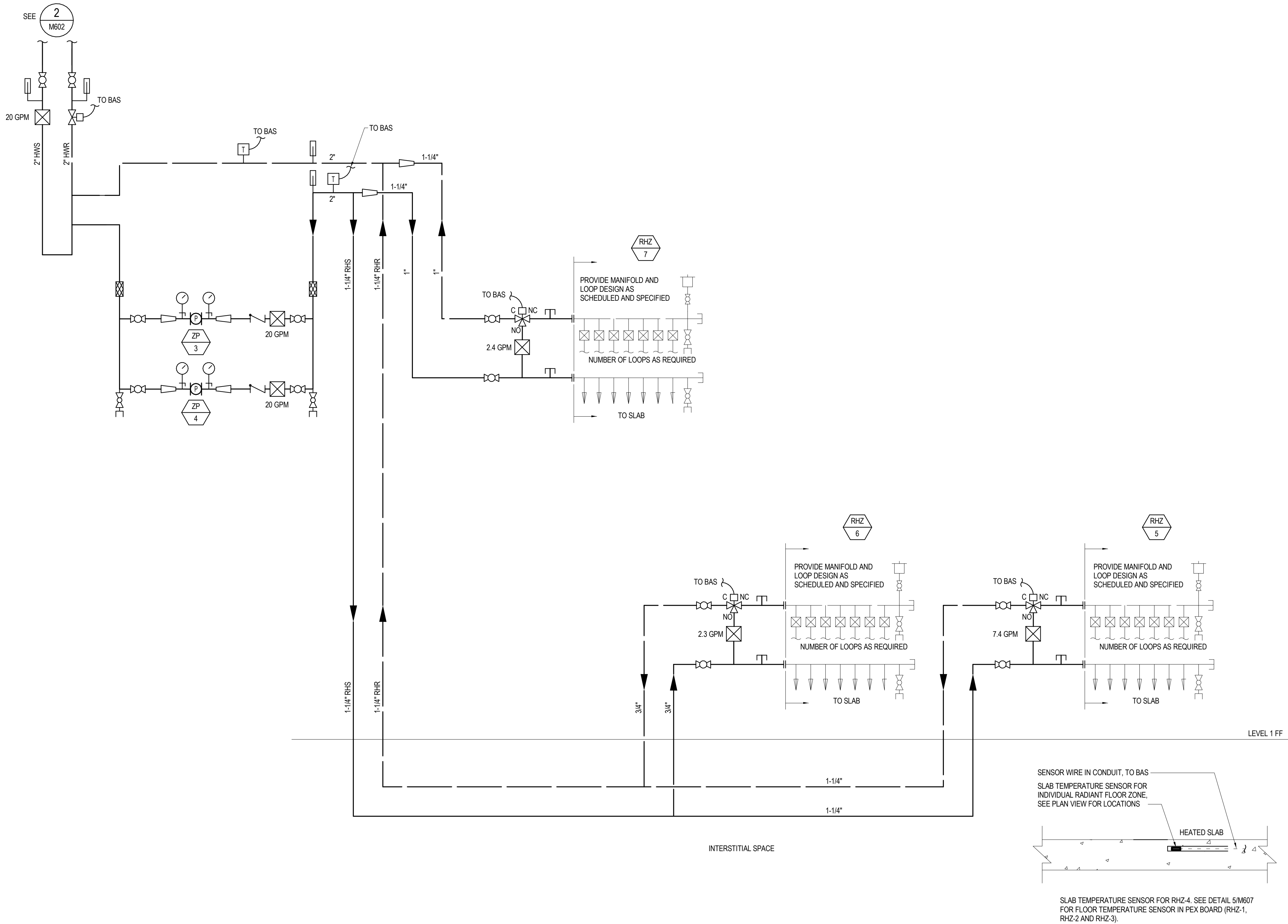
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D

C

B

A



1 **DIAGRAM - RADIANT FLOOR SYSTEM PIPING**
M702 SCALE: NONE

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Expansion**
BETHEL, ALASKA

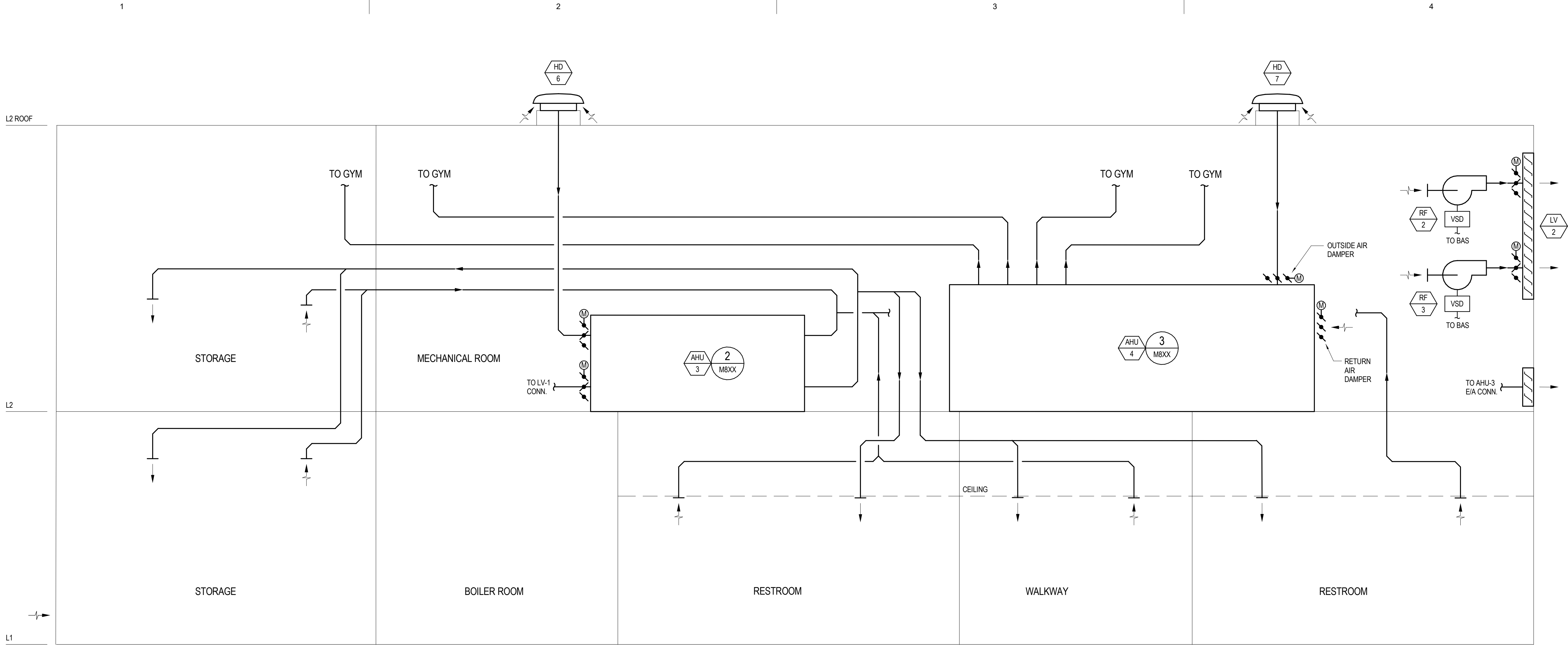
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Sheet Contents
DIAGRAMS AND DETAILS - HEATING

Sheet No.
M702

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1 **DIAGRAM - VENTILATION SYSTEMS**
M801 SCALE: NONE



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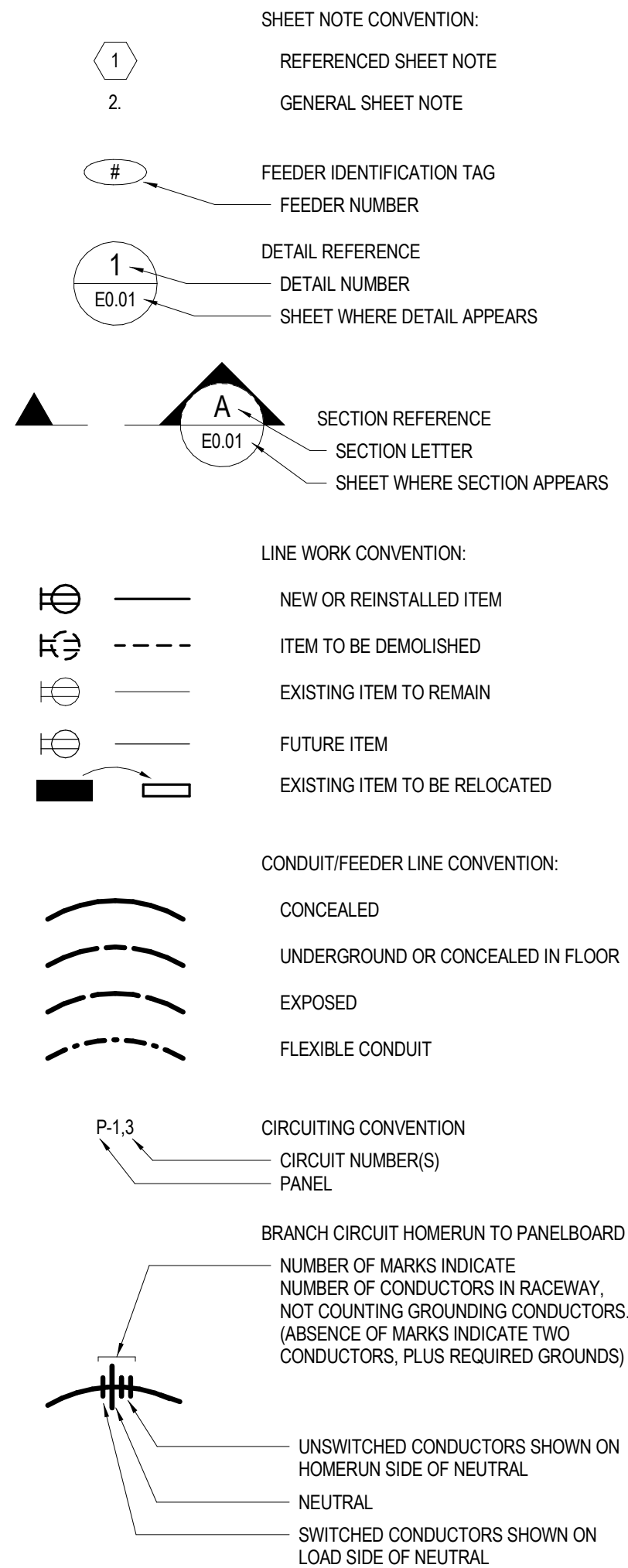
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Sheet Contents DIAGRAMS AND DETAILS - VENTILATION

Sheet No.

M801

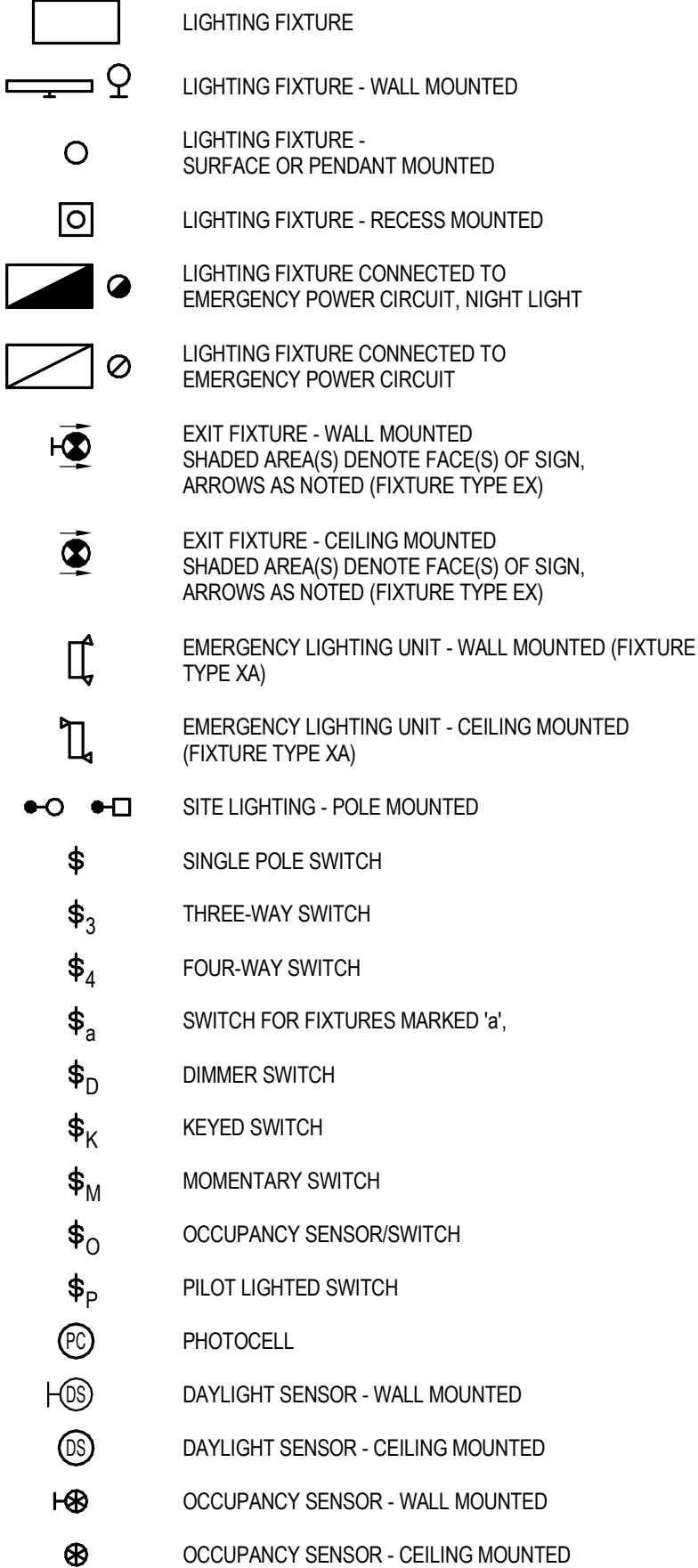
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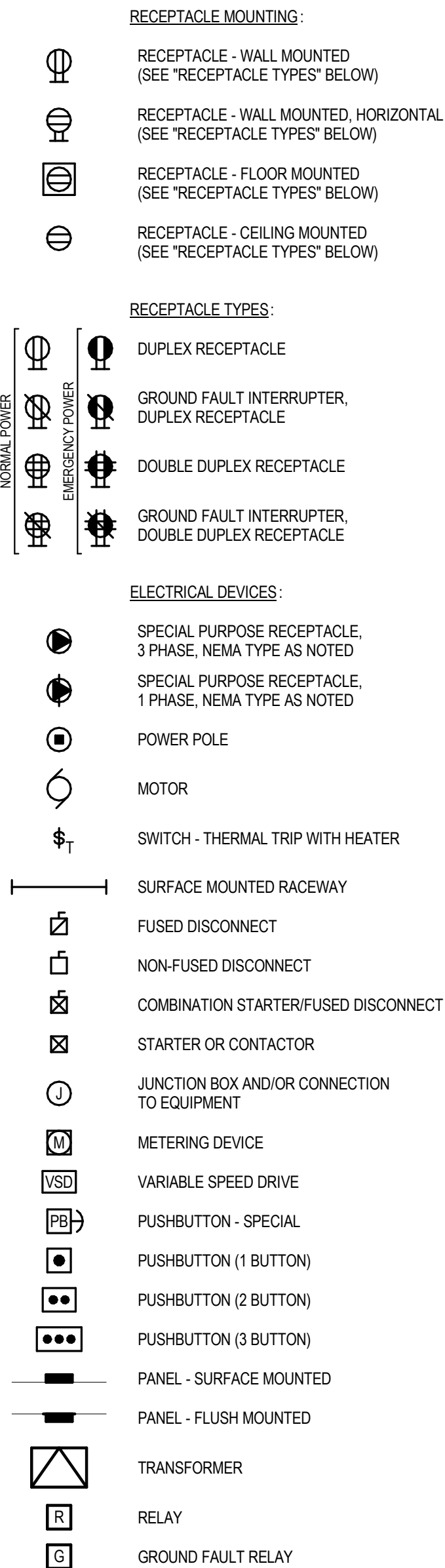
ABBREVIATIONS

ACS	ACCESS CONTROL SYSTEM
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AL	ALUMINUM
APPROX	APPROXIMATE
AHU	AUTHORITY HAVING JURISDICTION
BAS	BUILDING AUTOMATION SYSTEM
CKT	CIRCUIT
CCTV	CLOSED CIRCUIT TELEVISION
CMH	COMMUNICATIONS MANHOLE
C	CONDUIT
C.O.	CONDUIT ONLY
CU	COPPER
(D)	DEMOLISH
DB	DECIBEL
EL	EMERGENCY LIGHT
ELU	EMERGENCY LIGHTING UNIT
ENL	EMERGENCY NIGHT LIGHT
(E)	EXISTING
FUTURE	FUTURE
FAA	FIRE ALARM ANNUNCIATOR
FACP	FIRE ALARM CONTROL PANEL
FO	FIBER OPTIC
FOPP	FIBER OPTIC PATCH PANEL
FSD	FIRE/SMOKE DAMPER
HZ	FREQUENCY
HP	HORSEPOWER
IAW	IN ACCORDANCE WITH
K	KELVIN
KVA	KILO VOLT-AMPS
KW	KILOWATT
LCP	LIGHTING CONTROL PANEL
MCC	MOTOR CONTROL CENTER
MCP	MOTOR CONTROL PANEL
MDS	MAIN DISTRIBUTION SWITCHBOARD
MIN	MINIMUM
MM	MULTIMODE FIBER OPTIC CABLE
MTR	MAIN TELECOM ROOM
NEC	NATIONAL ELECTRICAL CODE
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NL	NIGHT LIGHT
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
N/A	NOT APPLICABLE
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OFC	OPTICAL FIBER CABLE
OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
OFOI	OWNER FURNISHED, OWNER INSTALLED
PA	PUBLIC ADDRESS
PH	PHASE (ELECTRICAL)
PLC	PROGRAMMABLE LOGIC CONTROLLER
PMCS	POWER MONITORING CONTROL SYSTEM
SM	SINGLEMODE FIBER OPTIC CABLE
SMR	SURFACE MOUNTED RACEWAY
SPD	SURGE PROTECTIVE DEVICE
TELECOM	TELECOMMUNICATION
TR	TELECOMMUNICATION ROOM
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
VR	VANDAL RESISTANT
VSD	VARIABLE SPEED DRIVE
VAC	VOLTS (ALTERNATING CURRENT)
VDC	VOLTS (DIRECT CURRENT)
V	VOLTS OR VOLTAGE
W	WATT
WP	WEATHERPROOF
WG	WIRE GUARD

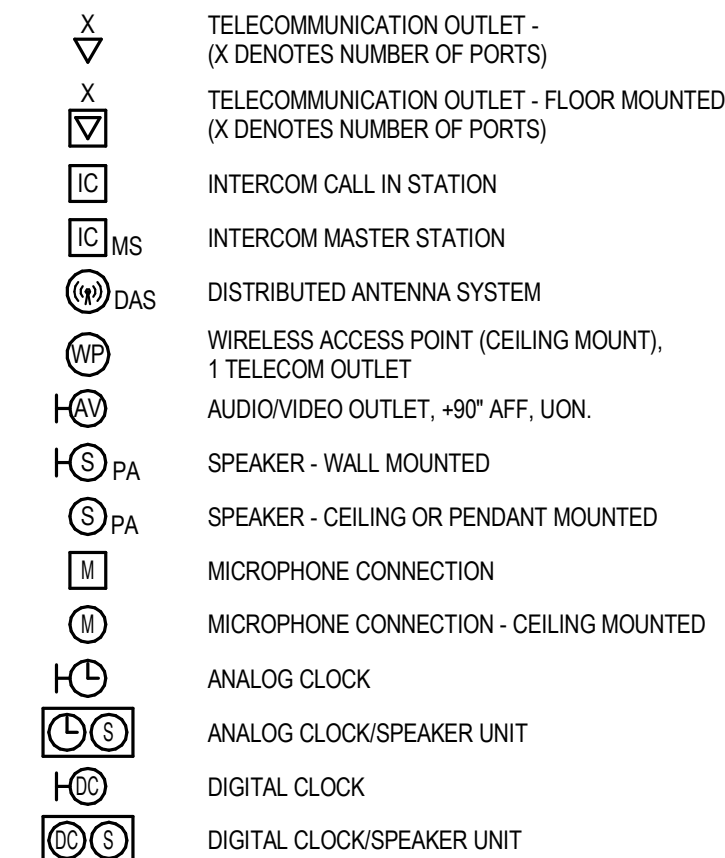
LIGHTING



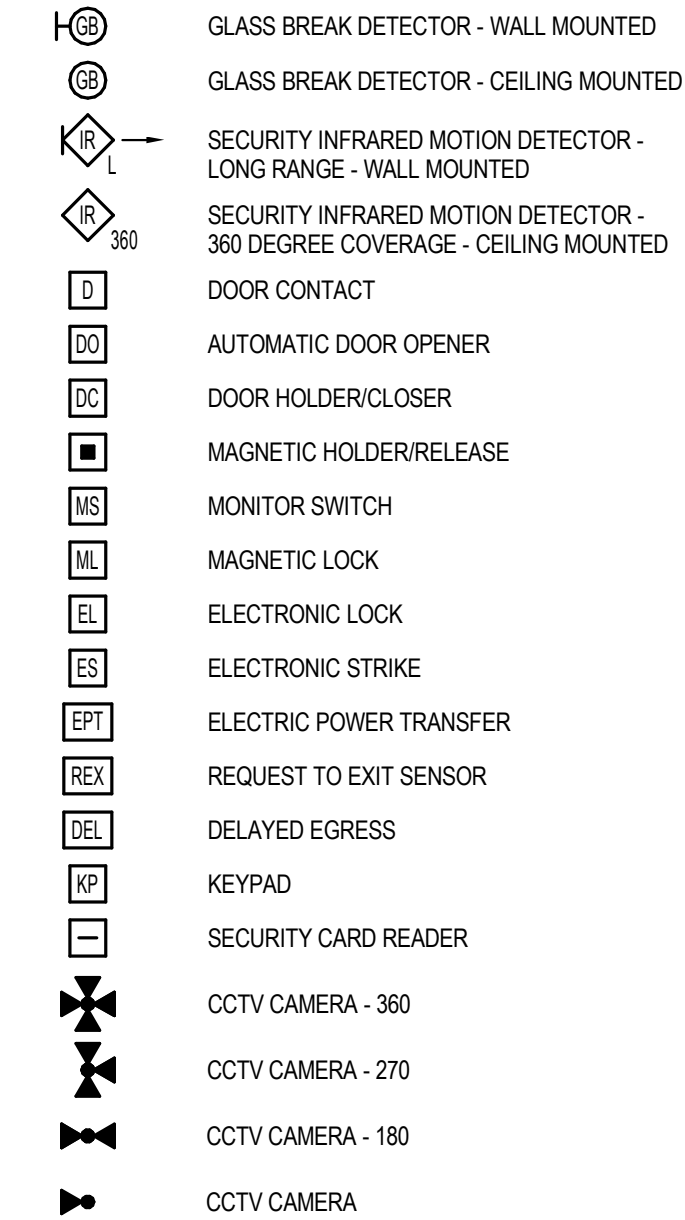
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COMMUNICATIONS



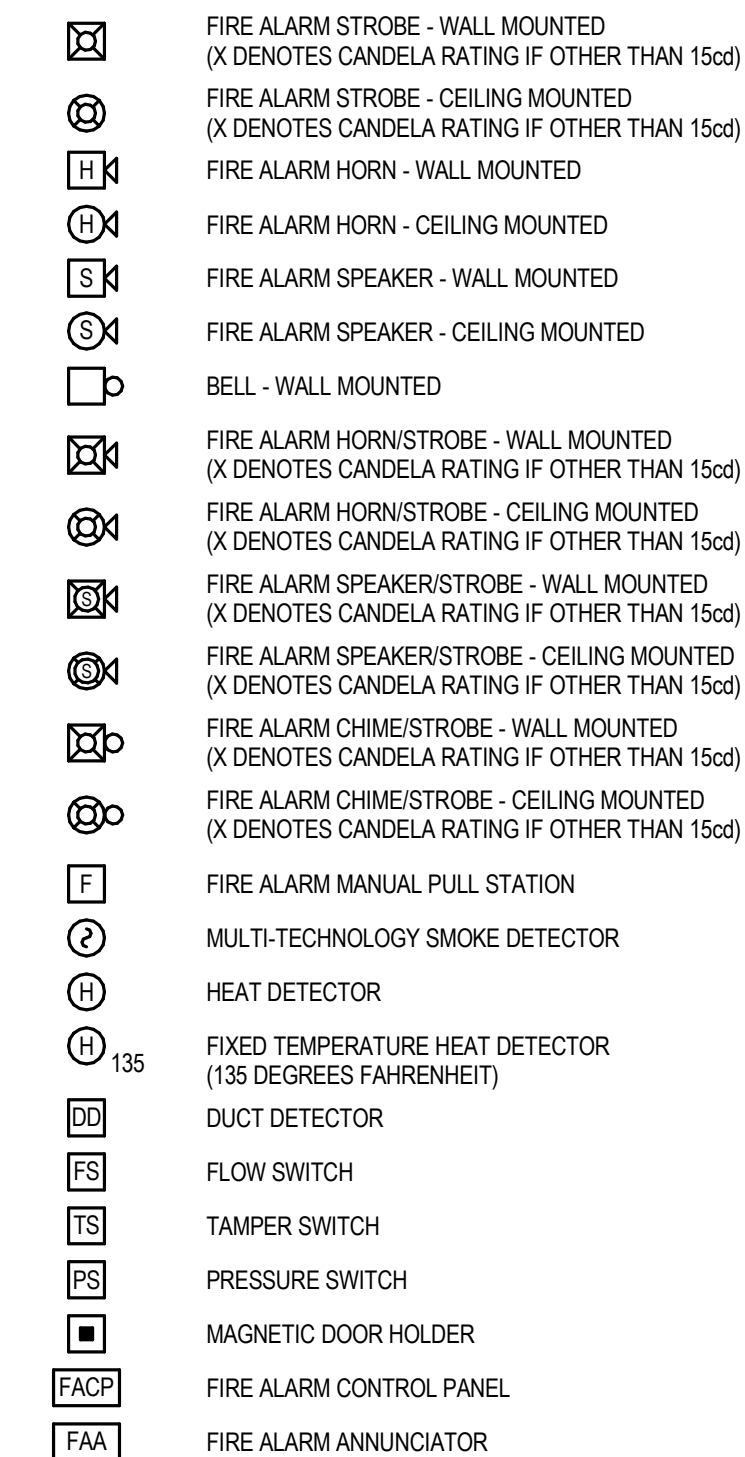
SECURITY



ELECTRICAL DRAWING INDEX

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E101	OVERALL MAIN LEVEL FLOOR PLAN - ELECTRICAL
E501	ENLARGED PLANS - BOILER ROOM AND MEZZANINE FAN ROOM
E801	POWER ONE-LINE DIAGRAM

FIRE ALARM



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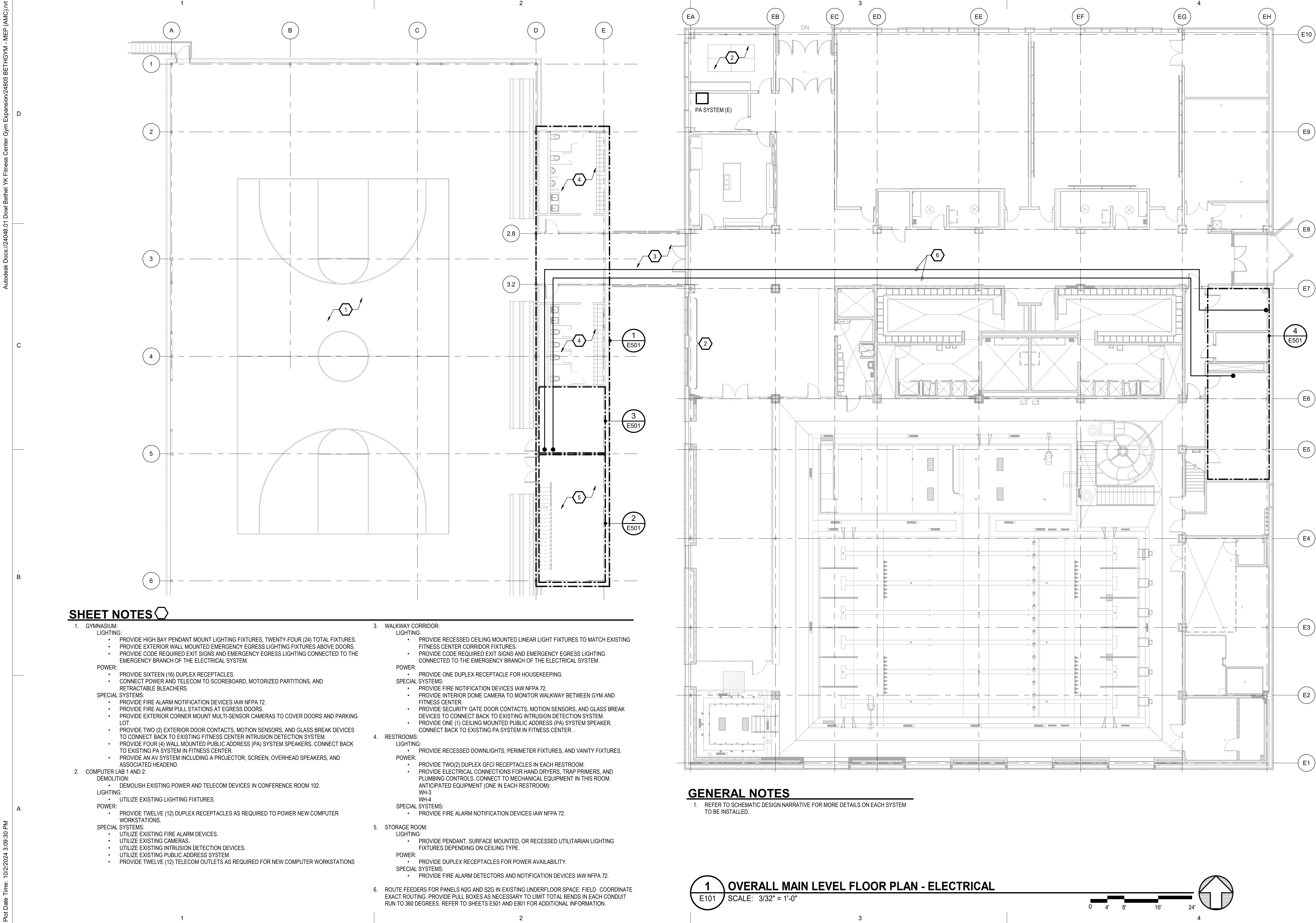
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Sheet Contents
LEGEND AND ABBREVIATIONS

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E001



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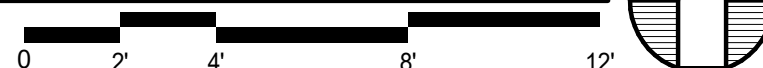
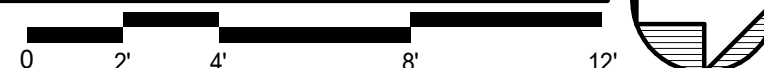
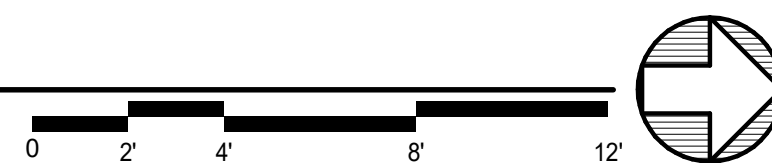
CITY OF BETHEL
Bethel YK Fitness Center Gym
Expansion
BETHEL, ALASKA

Revisions		
No.	Description	Date

Drawn by C. DENNIS	Date 10-04-2024
Checked J. LACKEY	Job No. 24048.01

Sheet Contents OVERALL MAIN LEVEL FLOOR PLAN - ELECTRICAL

Sheet No.
E101



Sheet No.

E501

Autodesk Docs://24048.01 Dowl Bethal YK Fitness Center Gym Expansion/24805 BETHGYM - MEP (AMC).rvt

D

C

B

A

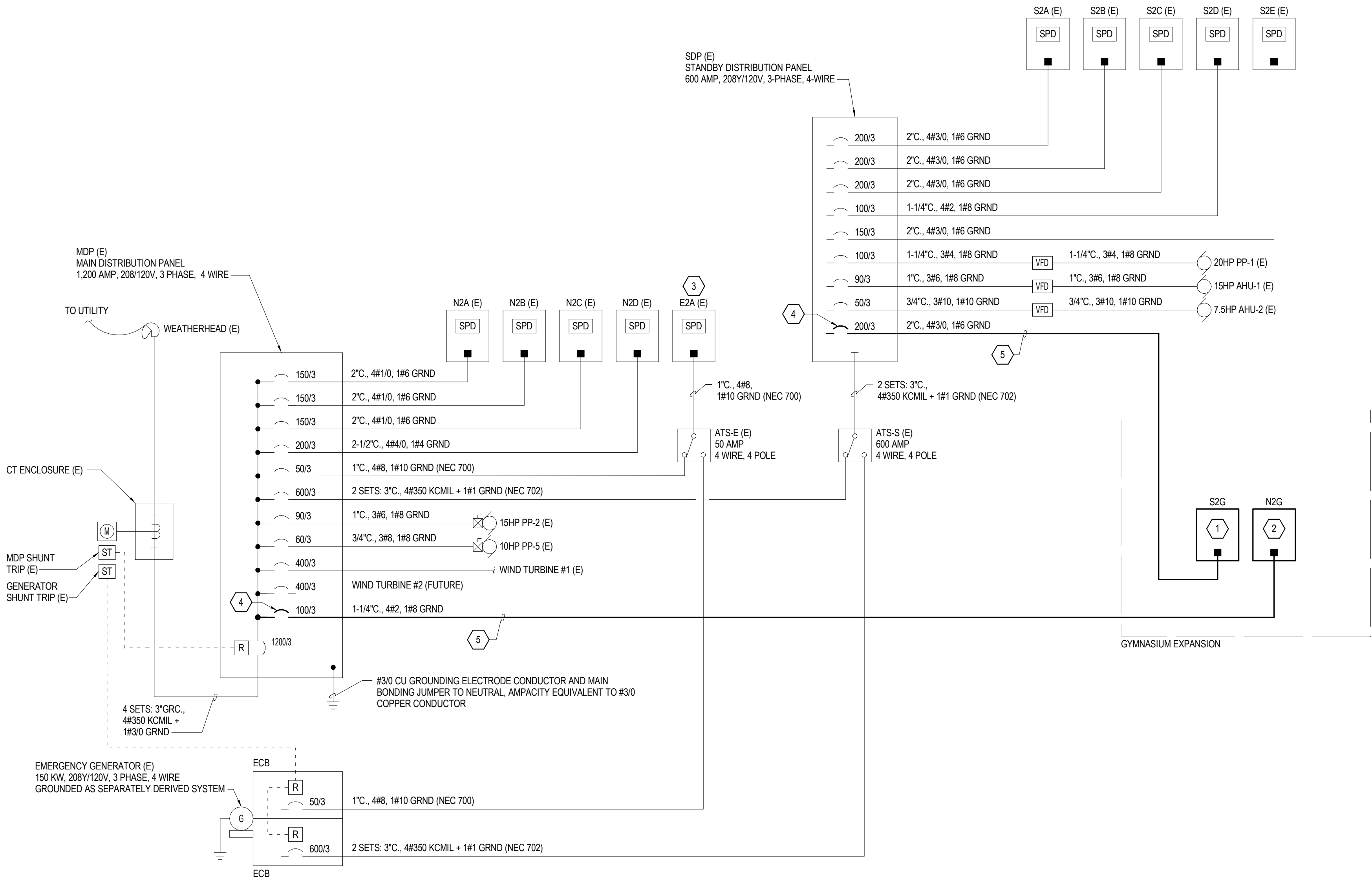
Plot Date Time: 10/2/2024 3:09:32 PM

1

E801

POWER ONE-LINE DIAGRAM

SCALE: NONE



SHEET NOTES

- PROVIDE A 225 AMP, 208Y/120V PANEL WITH INTEGRAL SURGE PROTECTIVE DEVICE TO SERVE MECHANICAL AND SELECT LIGHTING LOADS IN THE GYMNASIUM EXPANSION.
- PROVIDE A 100 AMP, 208Y/120V PANEL WITH INTEGRAL SURGE PROTECTIVE DEVICE TO SERVE GENERAL RECEPTACLE AND LIGHTING LOADS IN THE GYMNASIUM EXPANSION.
- CONNECT EMERGENCY EGRESS LIGHTING AND EXIT SIGNS IN THE GYMNASIUM EXPANSION TO PANEL E2A.
- PROVIDE CIRCUIT BREAKER IN EXISTING PANEL. BREAKER SHALL BE LISTED FOR INSTALLATION IN EXISTING PANEL.
- PROVIDE FEEDER AS SHOWN. ROUTE FEEDER IN UNDERFLOOR SPACE BETWEEN MAIN ELECTRICAL ROOM AND GYMNASIUM EXPANSION BOILER ROOM.



ARCHITECTS
ALASKA

900 W. 5th Avenue, Suite 403
Anchorage AK, 99501
907.272.3567

www.architectsalaska.com



ENGINEERS

www.amc-engineers.com
Adams, Morgenthaler & Co., Inc.
C.A.N.: AECC342 - 907.257.9100
701 E. Tudor Rd., Suite 250
Anchorage, AK 99503

35%
SCHEMATIC
DESIGN

C) 24805

CITY OF BETHEL

Bethel YK Fitness Center Gym
Expansion
BETHEL, ALASKA

Revisions		
No.	Description	Date

Drawn by C.DENNIS	Date 10-04-2024
Checked J. LACKEY	Job No. 24048.01

Sheet Contents
POWER ONE-LINE DIAGRAM

Sheet No.
E801



35% OPINION FOR PROBABLE CONSTRUCTION COST
YUKON KUSKOKWIM COMMUNITY CENTER
EXPANSION

UIC Construction, LLC

6700 Arctic Spur Road
Anchorage, Alaska 99518
(907) 762-0100
www.uicalaska.com

SUBMITTED TO	FROM
DOWL 5015 Business Park Blvd #4000 Anchorage, Alaska 99503 Attn: Erica Jensen	UIC Construction, LLC 6700 Arctic Spur Road Anchorage, Alaska 99518 (907) 762-0100 Robbie Lynn, General Manager robbie.lynn@uiccs.com (907) 762-0104 www.uicalaska.com AK Business License: 289140 AK Contractors License: CONE28676 <i>UIC Construction, LLC is a subsidiary of Ukpeaġvik Iñupiat Corporation (UIC) an Alaska Native Corporation located in Utqiaġvik, Alaska. UICCC's General Manager Robbie Lynn is the legally authorized representative for the company.</i>

Non-disclosure notice

This proposal includes data that shall not be disclosed outside the project contract team and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of this data, the owner shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit owner’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets.

INCLUDED IN THIS PROPOSAL

1.) COVER LETTER.....03

2.) PRELIMINARY PROJECT SCHEDULE.....06

3.) Risk Register.....09

4.) ESTIMATE REPORTS

 a. Estimate Cover Sheet.....11

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 e. Totals Report.....20

5.) SUPPLEMENTARY

 a. Scope Assumptions and Clarifications.....22

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COVER LETTER

November 27, 2024

DOWL

5015 Business Park Blvd #4000

Anchorage, Alaska 99503

RE: Yukon Kuskokwim Community Center Expansion – 35% Opinion for Probable Construction Cost (OPCC)

Dear Ms. Jensen,

UIC Construction, LLC (UICC) is excited to submit 35% OPCC to expand the Yukon Kuskokwim Community Center (YKCC) located in Bethel, Alaska. This OPCC proposal is based on the design document dated, 10-04-2024 as well as assumptions and clarifications provided via appendix.

As a recommended practice of AACE International, the Cost Estimate Classification System provides guidelines for applying the general principles of estimate classification to project cost estimates. The table below provides a summary of the characteristics of the five estimate classes. The maturity level of project definition is the sole determining (i.e., primary) characteristic of a corresponding Class. The maturity is roughly indicated by a % of complete definition; however, it is the maturity of the defining deliverables that is the determinant of estimate class, not the percentage.

Estimate Class	Level of Design Deliverables	End Usage	Methodology	Expected Accuracy Range
Class 5	0% to 2%	Concept Screening	Capacity factored, parametric models, judgment, or analogy	L: -20% to -50% H: +30% to +100%
Class 4	1% to 15%	Study or Feasibility	Equipment factored or parametric models	L: -15% to -30% H: +20% to +50%
Class 3	10% to 40%	Budget Authorization or Control	Semi-detailed unit costs with assembly level line items	L: -10% to -20% H: +10% to +30%
Class 2	30% to 75%	Control or Bid/Tender	Detailed unit cost with forced detailed take-off	L: -5% to -15% H: +5% to +20%
Class 1	65% to 100%	Check Estimate or Bid/Tender	Detailed unit cost with detailed take-off	L: -3% to -10% H: +3% to +15%

YKCC Expansion 35% OPCC Cost Breakdown:

Base Bid:	\$ 11,659,572
Total Cost:	\$ 11,659,572
<i>Recommended Owner Contingency Addition of 10% based off Estimate Class:</i>	<i>\$ 1,700,000</i>

Schedule:

We anticipate the construction schedule to take 48 weeks to complete after all submittals and permits have been approved. Please see detailed Preliminary Schedule included in this OPCC for additional details.

This ROM Proposal was assembled with the support of the following documents, subcontractors, and suppliers.

Owner

- City of Bethel
- Erica Jensen (DOWL)
- Chase Nelson (DOWL)
- Andrew Ackerman (DOWL)

Design Team

- Architects Alaska
- BBFM Engineers Inc.
- AMC Engineers

Design Document

- 35% Design dated 10-04-2024.

Trade Consultants

- NiiK Steel
- Slana Survey
- JD Steel
- Andy Milner
- Dale Construction
- Spenard Builders Supply
- Builders Choice Lumber
- Commercial Contractors Inc
- Architectural Hardware Supply
- Polar Supplies
- All Weather Insulated Panels
- Elite Acoustical
- Jungle Jims Flooring
- Alaska Paint Co
- Alaska Industries Inc.
- Aurora Construction Supply
- Northwest School Equipment
- Accel Fire Systems Inc
- Valley Mechanical Inc
- B&B Electric
- STG Inc.

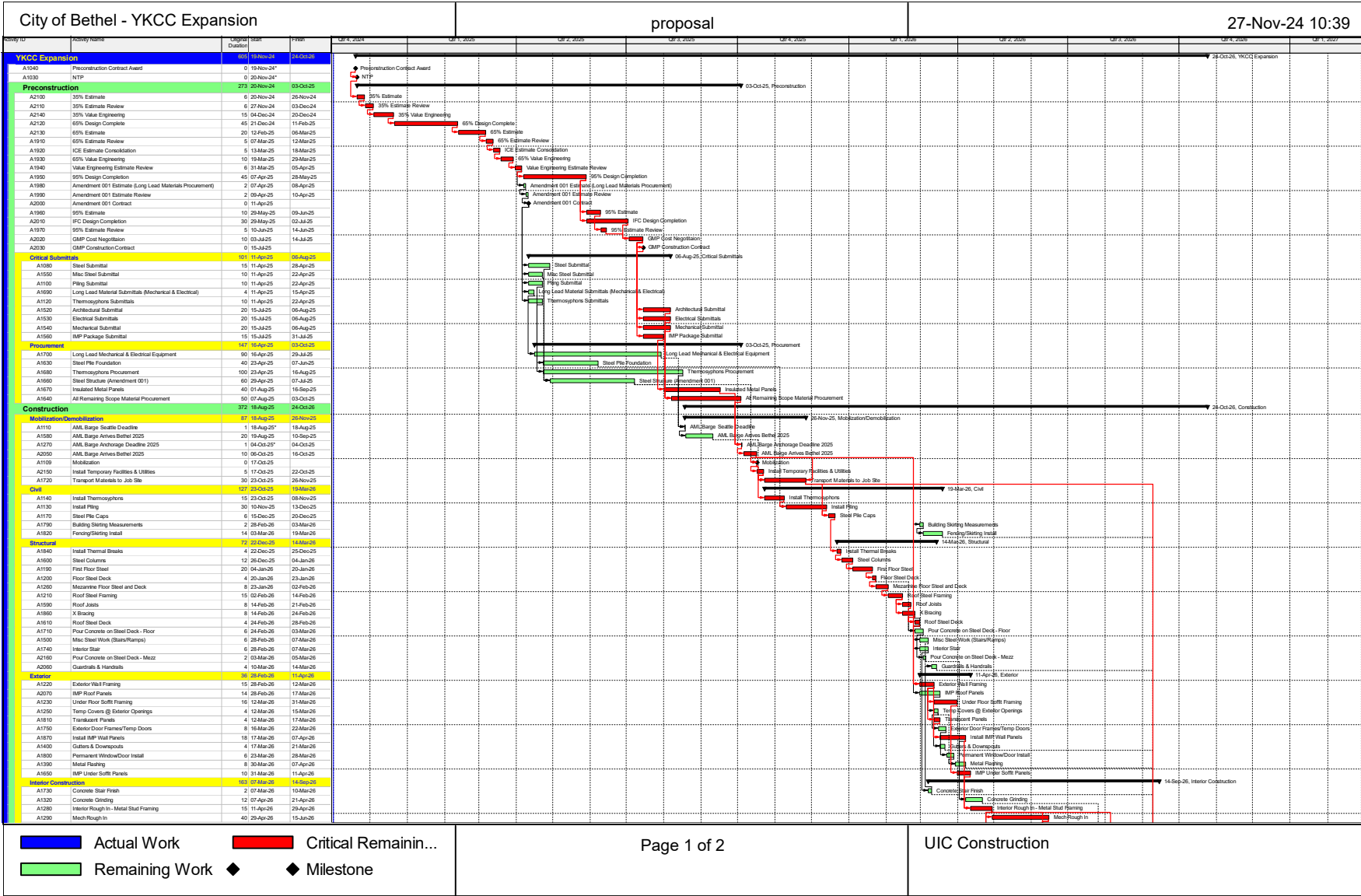
UICC is thrilled and excited about the opportunity to collaborate and contribute with City of Bethel, DOWL and the Design team on success of this project. Please don't hesitate to reach out if you have any questions.

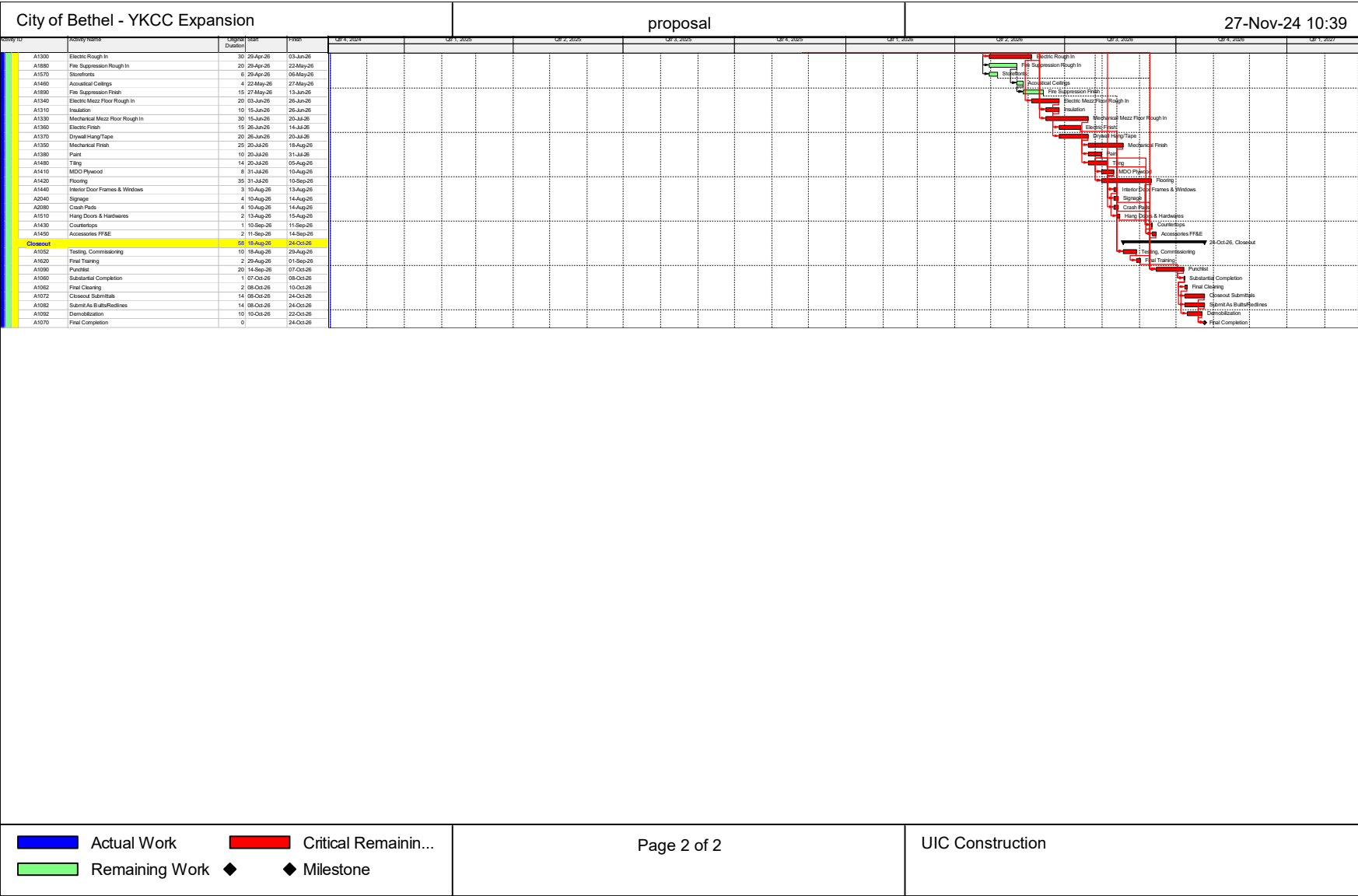
Respectfully,



Robbie Lynn, General Manager

PRELIMINARY PROJECT SCHEDULE





RISK REGISTER

YKCC Expansion 35% Risk Register

Sr. No	Risk Description	Likelihood of Risk	Impact of Risk	Owner	Mitigation Action
1	MAU Lead time - 40 weeks	Medium	High	Owner	Early NTP to procure this item
2	AHU Lead time - 30 weeks	Medium	Medium	Owner	Early NTP to procure this item
3	IMP Lead time - 16 weeks	Low	High	Owner	Early NTP to procure this item
4	Steel Lead Time - 20 weeks	High	High	Owner	Early NTP to procure this item
5	Thermosyphons Lead Time - 30 weeks	Medium	High	Owner	Early NTP to procure this item
6	Piling Lead Time - 14 weeks	High	High	Owner	Early NTP to procure this item

ESTIMATE REPORTS

Prepared for DOWL & City of Bethel

Project name	Bethel YKCC Expansion Bethel AK
Estimator	TK
Labor rate table	Kotzebue
Job size	15630 SF
Report format	Sorted by 'Group phase/Phase' 'Detail' summary

REPORT BY DIVISION

Phase	Description	Takeoff Quantity	Labor Productivity	Labor Hours	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Sub Name	Equip Price	Equip Amount	Other Price	Other Amount	Total Amount	% Total
	GENERAL CONDITIONS			10,155		941,621				12,500			283,990		1,341,372	2,579,483	22%
	CONCRETE			665		57,110		233,687					938			291,734	3%
	METALS			4,030		346,110		847,848								1,193,958	10%
	WOODS & PLASTICS			184		15,843		15,352								31,195	0%
	THERMAL & MOISTURE			3,134		269,144		556,754								825,898	7%
	DOORS & WINDOWS			80		6,827		36,385		53,205						96,417	1%
	FINISHES			857		73,565		39,284		391,723						504,572	4%
	SPECIALTIES			332		28,484		39,470		15,000						82,954	1%
	EQUIPMENT			209		17,955		132,630								150,585	1%
	FURNISHINGS			70		6,012		16,046								22,058	0%
	FIRE SUPPRESSION									203,528						203,528	2%
	Mechanical									1,409,040						1,409,040	12%
	ELECTRICAL									861,080						861,080	7%
	EARTHWORK			202						2,200,387						2,200,387	19%
	EXTERIOR IMPROVEMENTS									85,011						85,011	1%

REPORT BY PHASE

Phase	Description	Takeoff Quantity	Labor Productivity	Labor Hours	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Sub Name	Equip Price	Equip Amount	Other Price	Other Amount	Total Amount	% Total
	GENERAL CONDITIONS																
	Project Management			2,400		264,000										264,000	2%
	Supervision			2,880		316,800										316,800	3%
	Project Engineer			2,400		180,000										180,000	2%
	Proj.Coordinator- Clerk			1,200		78,000										78,000	1%
	Purchasing-Shipping			320		20,806										20,806	0%
	Mob-Demob			400		34,352										34,352	0%
	Job Office			15		1,288							9,600		20,230	31,118	0%
	Temp Utilities Expense														5,000	5,000	0%
	Temp Toilets														12,400	12,400	0%
	Phone Service												300		1,000	1,300	0%
	Internet Service												600		1,000	1,600	0%
	Final Cleanup			540		46,375										46,375	0%
	Dump Fees														14,500	14,500	0%
	Surveying									12,500						12,500	0%
	Medical Exams														800	800	0%
	Permits														5,000	5,000	0%
	Fuel														200,956	200,956	2%
	Subsistance												4,000		307,525	311,525	3%
	Travel Expenses														25,600	25,600	0%
	Air Freight														30,000	30,000	0%
	Barge Freight														717,361	717,361	6%
	UIC Equipment												269,490			269,490	2%
	GENERAL CONDITIONS			10,155		941,621				12,500			283,990		1,341,372	2,579,483	22%
	CONCRETE																
	S.O.D Concrete			198		17,004		168,300								185,304	2%
	S.O.G. Bulkheads			24		2,078		1,162								3,240	0%
	Reinforcing Steel			137		11,741		36,091								47,832	0%
	Welded Wire Fabric			98		8,389		15,630								24,019	0%
	Concrete Finishing			130		11,186							938			12,124	0%
	Concrete Curing			78		6,712		12,504								19,216	0%
	CONCRETE			665		57,110		233,687					938			291,734	3%
	METALS																
	Structural Steel			2,486		213,498		528,000								741,498	6%
	Steel Joists			50		4,299										4,299	0%
	Steel Deck			378		32,503		222,903								255,406	2%
	StructrI Metal Stud Sys			1,025		88,046		96,940								184,986	2%
	Metal Stairs			30		2,576		1								2,577	0%
	Handrails & Railings			37		3,178		2								3,180	0%
	Grating			23		2,010		2								2,012	0%
	METALS			4,030		346,110		847,848								1,193,958	10%
	WOODS & PLASTICS																
	Treated Wood			8		687		332								1,019	0%
	Sheathing			156		13,438		13,770								27,208	0%
	Custom Casework			20		1,718		1,250								2,968	0%
	WOODS & PLASTICS			184		15,843		15,352								31,195	0%
	THERMAL & MOISTURE																
	Building Insulation			183		15,689		44,172								59,860	1%
	Mtl Insul Wall/Roof Panel			2,580		221,538		493,746								715,284	6%
	Metal Flashing/Trim			347		29,835		15,296								45,131	0%
	Roof Accessories			24		2,083		3,540								5,623	0%
	THERMAL & MOISTURE			3,134		269,144		556,754								825,898	7%
	DOORS & WINDOWS																
	HM Doors & Frames			27		2,276		24,900								27,176	0%
	Access Doors			4		344		1,000								1,344	0%
	Door Hardware			49		4,208										4,208	0%
	Translucent Panels									38,205						38,205	0%
	Aluminum Doors									15,000						15,000	0%
	Glass							10,485								10,485	0%
	DOORS & WINDOWS			80		6,827		36,385		53,205						96,417	1%
	FINISHES																
	Interior Metal Studs			466		40,050		27,708								67,758	1%
	Gypsum Board Hang/Tape			390		33,515		11,576								45,090	0%
	Tile									2						2	0%
	Acoustical Ceilings									14,464						14,464	0%
	Resilient Sheet Flooring									1						1	0%

REPORT BY PHASE

Phase	Description	Takeoff Quantity	Labor Productivity	Labor Hours	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Sub Name	Equip Price	Equip Amount	Other Price	Other Amount	Total Amount	% Total
	Carpeting									1						1	0%
	Athletic Flooring									243,951						243,951	2%
	Painting									133,304						133,304	1%
	FINISHES			857		73,565		39,284		391,723						504,572	4%
	SPECIALTIES																
	Toilet Compartments			78		6,699		8,400								15,099	0%
	Interior Signs									15,000						15,000	0%
	Lockers			224		19,237		26,600								45,837	0%
	Fire Ext/Cabinets & Acces			2		172		1,400								1,572	0%
	Toilet & Bath Accessories			28		2,376		3,070								5,446	0%
	SPECIALTIES			332		28,484		39,470		15,000						82,954	1%
	EQUIPMENT																
	Athletic/Rec/Therap Equip			209		17,955		132,630								150,585	1%
	EQUIPMENT			209		17,955		132,630								150,585	1%
	FURNISHINGS																
	Office Furniture			70		6,012		16,046								22,058	0%
	FURNISHINGS			70		6,012		16,046								22,058	0%
	FIRE SUPPRESSION																
	Subcontractors									203,528						203,528	2%
	FIRE SUPPRESSION									203,528						203,528	2%
	Mechanical																
	Subcontractors									1,409,040						1,409,040	12%
	Mechanical									1,409,040						1,409,040	12%
	ELECTRICAL																
	Subcontractors									861,080						861,080	7%
	ELECTRICAL									861,080						861,080	7%
	EARTHWORK																
	Subcontractors			202						2,200,387						2,200,387	19%
	EARTHWORK			202						2,200,387						2,200,387	19%
	EXTERIOR IMPROVEMENTS																
	Subcontractor									85,011						85,011	1%
	EXTERIOR IMPROVEMENTS									85,011						85,011	1%

REPORT BY DETAILS

Phase	Description	Takeoff Quantity	Labor Productivity	Labor Hours	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Sub Name	Equip Price	Equip Amount	Other Price	Other Amount	Total Amount	% Total
	GENERAL CONDITIONS																
	Project Management																
1.010	Project Manager	60.00 wk	40.000 hr / wk	2,400	110.00 /hr	264,000	-	-	-	-		-	-	-	-	264,000	2%
	Supervision																
1.020	Construction Superintendent	48.00 wk	60.000 hr / wk	2,880	110.00 /hr	316,800	-	-	-	-		-	-	-	-	316,800	3%
	Project Engineer																
1.040	Project Engineer	60.00 wk	40.000 hr / wk	2,400	75.00 /hr	180,000	-	-	-	-		-	-	-	-	180,000	2%
	Proj.Coordinator- Clerk																
1.050	Project Coordinator	60.00 wk	20.000 hr / wk	1,200	65.00 /hr	78,000	-	-	-	-		-	-	-	-	78,000	1%
	Purchasing-Shipping																
1.075	Purchase Manager	10.00 wk	10.000 hr / wk	100	60.00 /hr	6,000	-	-	-	-		-	-	-	-	6,000	0%
1.075	Expeditor	10.00 wk	10.000 hr / wk	100	45.00 /hr	4,500	-	-	-	-		-	-	-	-	4,500	0%
1.075	Consolidate/Package for Shipping	120.00 hr		120	85.88 /hr	10,306	-	-	-	-		-	-	-	-	10,306	0%
	Mob-Demob																
1.102	Mobilization to Jobsite	120.00 hr		120	85.88 /hr	10,306	-	-	-	-		-	-	-	-	10,306	0%
1.102	Consolidation & Material Handling at Site	200.00 hr		200	85.88 /hr	17,176	-	-	-	-		-	-	-	-	17,176	0%
1.102	Demobilization from Jobsite	80.00 hr		80	85.88 /hr	6,870	-	-	-	-		-	-	-	-	6,870	0%
	Job Office																
1.104	Job Shack 20'x8'	12.00 mo			-	-	-	-	-	-		800.00 /mo	9,600	-	-	9,600	0%
1.104	Job Office Consumables	12.00 mo			-	-	/mo		-	-		-	-	150.00 /mo	1,800	1,800	0%
1.104	Computer and/or Copier Purchase & Operate @ Site	1.00 ea			-	-	/ea		-	-		/mo		1,000.00 /ea	1,000	1,000	0%
1.104	Office Furnishings Allowance	1.00 ea			-	-	/ea		-	-		-	-	1,000.00 /ea	1,000	1,000	0%
1.104	Drinking Water: 2 case per week @ Site	48.00 wk			-	-	/wk		-	-		-	-	35.00 /wk	1,680	1,680	0%
1.104	Site Electrical Utility Bill	12.00 mo			-	-	/mo		-	-		-	-	1,000.00 /mo	12,000	12,000	0%
1.104	Job Office Mob/Setup/Blocking/Demob	1.00 ea	10.000 hr / ea	10	85.88 /hr	859	/ea		-	-		-	-	2,500.00 /ea	2,500	3,359	0%
1.104	Stairs/Porch @ Office	1.00 ea	5.000 hr / ea	5	85.88 /hr	429	/ea		-	-		-	-	250.00 /ea	250	679	0%
	Temp Utilities Expense																
1.117	Temp Electric Setup	1.00 ls			-	-	-	-	/ls			-	-	2,500.00 /ls	2,500	2,500	0%
1.117	Temp Heat Setup	1.00 ls			-	-	-	-	/ls			-	-	2,500.00 /ls	2,500	2,500	0%
	Temp Toilets																
1.118	Temporary Toilets @ Site X2	80.00 wk	hr / wk		85.88 /hr		/ea		-	-		-	-	80.00 /wk	6,400	6,400	0%
1.118	Pumping Service for Porta Potties	40.00 wk	wk / -		-		-	-	/wk			-	-	150.00 /wk	6,000	6,000	0%
	Phone Service																
1.136	Mobile Phone Purchase & Operate @ Site	1.00 ea			-	-	/ea		-	-		75.00 /mo	300	1,000.00 /ea	1,000	1,300	0%
	Internet Service																
1.138	Starlink Internet Purchase & Operate @ Site	1.00 ea			-	-	/ea		-	-		150.00 /mo	600	1,000.00 /ea	1,000	1,600	0%
	Final Cleanup																
1.154	Progress Cleanup	40.00 wk	12.000 hr / wk	480	85.88 /hr	41,222	-	-	-	-		-	-	-	-	41,222	0%
1.154	Final Cleaning	1.00 wk	60.000 hr / wk	60	85.88 /hr	5,153	-	-	-	-		-	-	-	-	5,153	0%
	Dump Fees																
1.158	Dumpster Rental 6cy	40.00 wk			-	-	/wk		-	-		-	-	150.00 /wk	6,000	6,000	0%
1.158	Dump Fees	20.00 ton			-	-	/ton		-	-		-	-	125.00 /ton	2,500	2,500	0%
1.158	Dumpster Haul	40.00 wk			-	-	/wk		-	-		-	-	150.00 /wk	6,000	6,000	0%
	Surveying																
1.210	Construction Survey	1.00 ls			-	-	-	-	12,500.00 /ls	12,500	Slana	-	-	-	-	12,500	0%
	Medical Exams																
1.228	Drug Testing Pre-employment	8.00 ea			-	-	/ea		-	-		-	-	100.00 /ea	800	800	0%
	Permits																
1.230	DOL Permit	1.00 ea			-	-	/ea		-	-		-	-	5,000.00 /ea	5,000	5,000	0%
	Fuel																
1.390	Construction Fuel	19,958.00 gal			-	-	-	-	-	-		-	-	7.00 /gal	139,706	139,706	1%
1.390	Fuel - Testing	250.00 gal			-	-	-	-	-	-		-	-	7.00 /gal	1,750	1,750	0%
1.390	Temp Heat Fuel	8,500.00 gal			-	-	-	-	-	-		-	-	7.00 /gal	59,500	59,500	1%
	Subsistance																
1.410	Meals Staff - PM	20.00 md			-	-	/md		-	-		-	-	65.00 /md	1,300	1,300	0%
1.410	Meals Staff - Superintendent	280.00 md			-	-	/md		-	-		-	-	65.00 /md	18,200	18,200	0%
1.410	Meals Staff - Crew	1,257.00 md			-	-	/md		-	-		-	-	65.00 /md	81,705	81,705	1%
1.410	Vehicle Rental - Staff	20.00 day			-	-	-	-	-	-		200.00 /day	4,000	7.00 /gal	420	4,420	0%
1.410	Hotel - Staff	20.00 day			-	-	-	-	-	-		/day		300.00 /day	6,000	6,000	0%
1.410	House Rental - Crew	40.00 wk			-	-	/wk		-	-		-	-	950.00 /wk	38,000	38,000	0%
1.410	Crew House - Utilities	40.00 wk			-	-	/wk		-	-		-	-	150.00 /wk	6,000	6,000	0%
1.410	House Rental - Sub Painting	95.00 days			-	-	/days		-	-		-	-	100.00 /days	9,500	9,500	0%
1.410	House Rental - Sub ACT	14.00 days			-	-	/days		-	-		-	-	100.00 /days	1,400	1,400	0%
1.410	House Rental - Sub Electrical	240.00 days			-	-	/days		-	-		-	-	100.00 /days	24,000	24,000	0%
1.410	House Rental - Sub Piling	110.00 days			-	-	/days		-	-		-	-	100.00 /days	11,000	11,000	0%
1.410	House Rental - Sub Fence	40.00 days			-	-	/days		-	-		-	-	100.00 /days	4,000	4,000	0%
1.410	House Rental - Sub Mech	350.00 days			-	-	/days		-	-		-	-	100.00 /days	35,000	35,000	0%

REPORT BY DETAILS

Phase	Description	Takeoff Quantity	Labor Productivity	Labor Hours	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Sub Name	Equip Price	Equip Amount	Other Price	Other Amount	Total Amount	% Total
	Subsistance																
1.410	House Rental - Sub Gym Equipment	35.00 days			-	-	/days		-	-		-	-	100.00 /days	3,500	3,500	0%
1.410	House Rental - Sub Flooring	45.00 days			-	-	/days		-	-		-	-	100.00 /days	4,500	4,500	0%
1.410	House Rental - Sub Steel Erector	380.00 days			-	-	/days		-	-		-	-	100.00 /days	38,000	38,000	0%
1.410	House Rental - Sub Fire Sprinkler	250.00 days			-	-	/days		-	-		-	-	100.00 /days	25,000	25,000	0%
	Travel Expenses																
1.460	Airfare - Staff	16.00 ea			-	-	/ea		-	-		-	-	400.00 /ea	6,400	6,400	0%
1.460	Airfare - Crew	40.00 ea			-	-	/ea		-	-		-	-	400.00 /ea	16,000	16,000	0%
1.460	Airfare - Sub	8.00 ea			-	-	/ea		-	-		-	-	400.00 /ea	3,200	3,200	0%
	Air Freight																
1.510	Air Freight - Misc	20,000.00 lbs			-	-	/lbs		-	-		-	-	1.50 /lbs	30,000	30,000	0%
	Barge Freight																
1.530	Ocean Barge June 2024 IN Heavy Equipment	25,000.00 lb			-	-	/lb		-	-		-	-	0.80 /lb	20,000	20,000	0%
1.530	Ocean Barge - Steel Joist & Deck	129,000.00 lb			-	-	/lb		-	-		-	-	0.55 /lb	70,950	70,950	1%
1.530	Ocean Barge - Steel	220,000.00 lb			-	-	/lb		-	-		-	-	0.55 /lb	121,000	121,000	1%
1.530	Ocean Barge - IMP Panels	112,800.00 lb			-	-	/lb		-	-		-	-	0.53 /lb	59,784	59,784	1%
1.530	Ocean Barge - Flooring	25,000.00 lb			-	-	/lb		-	-		-	-	0.65 /lb	16,250	16,250	0%
1.530	Ocean Barge - Doors, Frames & Hardware	5,000.00 lb			-	-	/lb		-	-		-	-	0.45 /lb	2,250	2,250	0%
1.530	Ocean Barge - ACT	1,500.00 lb			-	-	/lb		-	-		-	-	0.53 /lb	795	795	0%
1.530	Ocean Barge - Mechanical Sub	120,000.00 lb			-	-	/lb		-	-		-	-	0.45 /lb	54,000	54,000	0%
1.530	Ocean Barge - Electrical Sub	85,000.00 lb			-	-	/lb		-	-		-	-	0.45 /lb	38,250	38,250	0%
1.530	Ocean Barge - Windows & Storefront	2,500.00 lb			-	-	/lb		-	-		-	-	0.75 /lb	1,875	1,875	0%
1.530	Ocean Barge - Tape & Paint, Flooring Sub	58,040.00 lb			-	-	/lb		-	-		-	-	0.65 /lb	37,726	37,726	0%
1.530	Ocean Barge - Metal Framing	62,378.00 lb			-	-	/lb		-	-		-	-	0.53 /lb	33,059	33,059	0%
1.530	Ocean Barge - Lumber	12,838.00 lb			-	-	/lb		-	-		-	-	0.53 /lb	6,804	6,804	0%
1.530	Ocean Barge June 2024 OUT Heavy Equipment	25,000.00 lb			-	-	/lb		-	-		-	-	0.80 /lb	20,000	20,000	0%
1.530	Ocean Barge - Fence Sub	5,000.00 lb			-	-	/lb		-	-		-	-	0.53 /lb	2,650	2,650	0%
1.530	Ocean Barge - Insulation	8,600.00 lb			-	-	/lb		-	-		-	-	0.53 /lb	4,558	4,558	0%
1.530	Ocean Barge - Lockers	5,000.00 lb			-	-	/lb		-	-		-	-	0.53 /lb	2,650	2,650	0%
1.530	Ocean Barge - Fire Sprinkler Sub	85,000.00 lb			-	-	/lb		-	-		-	-	0.53 /lb	45,050	45,050	0%
1.530	Ocean Barge - Piles	310,575.00 lb			-	-	/lb		-	-		-	-	0.53 /lb	164,605	164,605	1%
1.530	Ocean Barge - Gym Equipments	28,500.00 lb			-	-	/lb		-	-		-	-	0.53 /lb	15,105	15,105	0%
	UIC Equipment																
1.800	Crew Cab Pickup	10.00 mo			-	-	-	-	-	-		1,578.00 /mo	15,780	-	-	15,780	0%
1.800	Cab Pickup - Sub	10.00 mo			-	-	-	-	-	-		1,578.00 /mo	15,780	-	-	15,780	0%
1.800	Forklift TH83 Telehandler	3.00 mo			-	-	-	-	-	-		8,730.00 /mo	26,190	/gal		26,190	0%
1.800	Boom Truck	40.00 days			-	-	-	-	-	-		950.00 /days	38,000	/gal		38,000	0%
1.800	Flat Truck	4.00 mo			-	-	-	-	-	-		3,000.00 /mo	12,000	/gal		12,000	0%
1.800	Forklift	10.00 mo			-	-	-	-	-	-		1,000.00 /mo	10,000	/gal		10,000	0%
1.800	Flat Bed	3.00 mo			-	-	-	-	-	-		820.00 /mo	2,460	/gal		2,460	0%
1.800	Scissor Lift 1930 Electric	14.00 mo			-	-	-	-	-	-		1,420.00 /mo	19,880	/mo		19,880	0%
1.800	Manlift	4.00 mo			-	-	-	-	-	-		8,881.00 /mo	35,524	/mo		35,524	0%
1.800	IR 185 Compressor	10.00 mo			-	-	-	-	-	-		2,000.00 /mo	20,000	/gal		20,000	0%
1.800	Panel Picker	2.00 mo			-	-	-	-	-	-		1,500.00 /mo	3,000	-	-	3,000	0%
1.800	Frost Fighters	12.00 mo			-	-	-	-	-	-		948.00 /mo	11,376	-	-	11,376	0%
1.800	Light Towers, Interior Electric	20.00 mo			-	-	-	-	-	-		225.00 /mo	4,500	-	-	4,500	0%
1.800	Scaffold	10.00 mo			-	-	-	-	-	-		250.00 /mo	2,500	-	-	2,500	0%
1.800	Concrete Pump	1.00 mo			-	-	-	-	-	-		3,500.00 /mo	3,500	-	-	3,500	0%
1.800	Trowler Machine 36" Dia	1.00 mo			-	-	-	-	-	-		500.00 /mo	500	-	-	500	0%
1.800	Light Tower, Exterior w/ Generator	10.00 mo	Hr / mo		/Hr		-	-	-	-		1,150.00 /mo	11,500	/gal		11,500	0%
1.800	Container Demmorage	20.00 mo	Hr / mo		/Hr		-	-	-	-		450.00 /mo	9,000	/gal		9,000	0%
1.800	Crane Mats	7.00 mo	Hr / mo		/Hr		-	-	-	-		4,000.00 /mo	28,000	/gal		28,000	0%
	CONCRETE																
	S.O.D Concrete																
3.181	SOD Concrete 3500 PSI	193.00 cy	1.000 hr / cy	193	85.88 /hr	16,575	850.00 /cy	164,050	/cy		Date	-	-	-	-	180,625	2%
3.181	4" House Keeping Pads - Concrete 3500 PSI	5.00 cy	1.000 hr / cy	5	85.88 /hr	429	850.00 /cy	4,290	/cy			-	-	-	-	4,679	0%
	S.O.G. Bulkheads																
3.194	Bulkhead 2x4 Random Length	968.00 lf	40.000 lf / hr	24	85.88 /hr	2,078	1.20 /lf	1,162	-	-		-	-	-	-	3,240	0%
	Reinforcing Steel																
3.200	Rebar	16,405.00 lbs	120.000 lbs / hr	137	85.88 /hr	11,741	2.20 /lbs	36,091			JD Steel	-	-	-	-	47,832	0%
	Welded Wire Fabric																
3.220	Wire Mesh 6x6 W2.1 @ 7.5 x 20	15,630.00 sf	160.000 sf / hr	98	85.88 /hr	8,389	1.00 /sf	15,630	-	-		-	-	-	-	24,019	0%
	Concrete Finishing																
3.345	Floors: Trowel Finish	15,630.00 sf	120.000 sf / hr	130	85.88 /hr	11,186	-	-	-	-		0.06 /sf	938	-	-	12,124	0%
	Concrete Curing																
3.370	Concrete Curing Kure-n-Seal	15,630.00 sf	200.000 sf / hr	78	85.88 /hr	6,712	0.80 /sf	12,504	-	-		-	-	-	-	19,216	0%
	METALS																

REPORT BY DETAILS

Phase	Description	Takeoff Quantity	Labor Productivity	Labor Hours	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Sub Name	Equip Price	Equip Amount	Other Price	Other Amount	Total Amount	% Total
	Structural Steel																
5.120	Structural Steel Supply	120.00 ton	ton / hr		/hr		4,400.00 /ton	528,000			Nik	/ton		-	-	528,000	5%
5.120	W6x12 @ Piles	68.00 ea	6.000 hr / ea	408	85.88 /hr	35,039	/ea				Nik	-	-	-	-	35,039	0%
5.120	W16x36	31.00 ea	8.000 hr / ea	248	85.88 /hr	21,298	/ea				Nik	-	-	-	-	21,298	0%
5.120	W16x26	78.00 ea	8.000 hr / ea	624	85.88 /hr	53,589	/ea				Nik	-	-	-	-	53,589	0%
5.120	W18x40	5.00 ea	8.000 hr / ea	40	85.88 /hr	3,435	/ea				Nik	-	-	-	-	3,435	0%
5.120	W18x35	2.00 ea	8.000 hr / ea	16	85.88 /hr	1,374	/ea				Nik	-	-	-	-	1,374	0%
5.120	W24x55	4.00 ea	8.000 hr / ea	32	85.88 /hr	2,748	/ea				Nik	-	-	-	-	2,748	0%
5.120	W21x50	2.00 ea	8.000 hr / ea	16	85.88 /hr	1,374	/ea				Nik	-	-	-	-	1,374	0%
5.120	W16x31	4.00 ea	8.000 hr / ea	32	85.88 /hr	2,748	/ea				Nik	-	-	-	-	2,748	0%
5.120	W21x44	1.00 ea	8.000 hr / ea	8	85.88 /hr	687	/ea				Nik	-	-	-	-	687	0%
5.120	W12x14	40.00 ea	8.000 hr / ea	320	85.88 /hr	27,482	/ea				Nik	-	-	-	-	27,482	0%
5.120	W14x22	17.00 ea	8.000 hr / ea	136	85.88 /hr	11,680	/ea				Nik	-	-	-	-	11,680	0%
5.120	W14x34	1.00 ea	8.000 hr / ea	8	85.88 /hr	687	/ea				Nik	-	-	-	-	687	0%
5.120	W21x55	7.00 ea	8.000 hr / ea	56	85.88 /hr	4,809	/ea				Nik	-	-	-	-	4,809	0%
5.120	W21x48	1.00 ea	8.000 hr / ea	8	85.88 /hr	687	/ea				Nik	-	-	-	-	687	0%
5.120	HSS 66x114	8.00 ea	6.000 hr / ea	48	85.88 /hr	4,122	/ea				Nik	-	-	-	-	4,122	0%
5.120	HSS 66x112	8.00 ea	6.000 hr / ea	48	85.88 /hr	4,122	/ea				Nik	-	-	-	-	4,122	0%
5.120	HSS 84x58	3.00 ea	6.000 hr / ea	18	85.88 /hr	1,546	/ea				Nik	-	-	-	-	1,546	0%
5.120	HSS 10x10x5/8	2.00 ea	6.000 hr / ea	12	85.88 /hr	1,031	/ea				Nik	-	-	-	-	1,031	0%
5.120	HSS 10x10x1/2	2.00 ea	6.000 hr / ea	12	85.88 /hr	1,031	/ea				Nik	-	-	-	-	1,031	0%
5.120	HSS 66x5/16	1.00 ea	6.000 hr / ea	6	85.88 /hr	515	/ea				Nik	-	-	-	-	515	0%
5.120	HSS 10x10x3/4	2.00 ea	6.000 hr / ea	12	85.88 /hr	1,031	/ea				Nik	-	-	-	-	1,031	0%
5.120	HSS 44x18	1.00 ea	6.000 hr / ea	6	85.88 /hr	515	/ea				Nik	-	-	-	-	515	0%
5.120	HSS 66x114 - Stub	10.00 ea	6.000 hr / ea	60	85.88 /hr	5,153	/ea				Nik	-	-	-	-	5,153	0%
5.120	HSS 44x114 - X Bracing	30.00 ea	8.000 hr / ea	240	85.88 /hr	20,611	/ea				Nik	-	-	-	-	20,611	0%
5.120	HSS 56x5/16 - X Bracing	4.00 ea	8.000 hr / ea	32	85.88 /hr	2,748	/ea				Nik	-	-	-	-	2,748	0%
5.120	C12x20.7	4.00 ea	8.000 hr / ea	32	85.88 /hr	2,748	/ea				Nik	-	-	-	-	2,748	0%
5.120	C8x11.8	1.00 ea	8.000 hr / ea	8	85.88 /hr	687	/ea				Nik	-	-	-	-	687	0%
	Steel Joists																
5.210	48LH13 Steel Joists	2,149.00 lf	50.000 lf / hr	43	85.88 /hr	3,691	/lf				Andy Miner	-	-	-	-	3,691	0%
5.210	12K1 Steel Joists	305.00 lf	50.000 lf / hr	6	85.88 /hr	524	/lf				Andy Miner	-	-	-	-	524	0%
5.210	10" KSP Steel Joists	49.00 lf	50.000 lf / hr	1	85.88 /hr	84	/lf				Andy Miner	-	-	-	-	84	0%
	Steel Deck																
5.310	1-1/2" 20 Ga. Steel Floor Deck	15,630.00 sf	80.000 sf / hr	195	85.88 /hr	16,779	/sf				Andy Miner	/sf		-	-	16,779	0%
5.310	1-1/2" 20 Ga. Steel Roof Deck	14,648.00 sf	80.000 sf / hr	183	85.88 /hr	15,725	/sf				Andy Miner	/sf		-	-	15,725	0%
5.310	Steel Deck & Joist Supply	1.00 ls	ls / hr		85.88 /hr		222,903.00 /ls	222,903			Andy Miner	/ls		-	-	222,903	2%
	Structr/Metal Stud Sys																
5.410	6" 16 ga Track	2,852.00 lf	30.000 lf / hr	88	85.88 /hr	7,592	2.30 /lf	6,100			SBS	-	-	-	-	13,691	0%
5.410	6" 16 ga Track - Under Floor Soffit	3,168.00 lf	30.000 lf / hr	106	85.88 /hr	9,069	2.30 /lf	7,286			SBS	-	-	-	-	16,355	0%
5.410	6" 16 ga Studs	12,446.00 lf	40.000 lf / hr	311	85.88 /hr	26,722	2.60 /lf	32,360			SBS	-	-	-	-	59,081	1%
5.410	6" 16 ga Box Headers	75.00 lf	30.000 lf / hr	3	85.88 /hr	215	2.60 /lf	195			SBS	-	-	-	-	410	0%
5.410	6" 16 ga Studs - Under Floor Soffit	14,515.00 lf	40.000 lf / hr	363	85.88 /hr	31,164	2.60 /lf	37,739			SBS	-	-	-	-	68,903	1%
5.410	6" Deflect Track	863.00 lf	30.000 lf / hr	22	85.88 /hr	1,896	3.20 /lf	2,122			SBS	-	-	-	-	4,020	0%
5.410	Deflection Clips	5,304.00 ea	40.000 ea / hr	133	85.88 /hr	11,388	2.10 /ea	11,138			SBS	-	-	-	-	22,526	0%
	Metal Stairs																
5.510	Interior Stair Package	1.00 ea	30.000 hr / ea	30	85.88 /hr	2,576	1.00 /ea	f			Nik	-	-	-	-	2,577	0%
	Handrails & Railings																
5.520	Galv. Steel Handrails - Stairs	64.00 lf	4.000 lf / hr	16	85.88 /hr	1,374	0.02 /lf	f			Nik	-	-	-	-	1,375	0%
5.520	Galv. Steel Guardrails - Stairs	84.00 lf	4.000 lf / hr	21	85.88 /hr	1,803	0.01 /lf	f			Nik	-	-	-	-	1,804	0%
	Grating																
5.530	Grating - Stairs Landing	32.00 sf	5.000 sf / hr	6	85.88 /hr	560	0.03 /sf	f			Nik	-	-	-	-	551	0%
5.530	Install Treads	34.00 ea	0.500 hr / ea	17	85.88 /hr	1,460	0.03 /ea	f			Nik	-	-	-	-	1,461	0%
	WOODS & PLASTICS																
	Treated Wood																
6.105	2 x 4 - Blocking	200.00 lf	40.000 lf / hr	5	85.88 /hr	429	1.00 /lf	200			SBS	-	-	-	-	629	0%
6.105	2 x 6 - Locker Base	120.00 lf	40.000 lf / hr	3	85.88 /hr	258	1.10 /lf	132			SBS	-	-	-	-	390	0%
	Sheathing																
6.115	3/4" MDO Plywood	6,259.00 sf	40.000 sf / hr	156	85.88 /hr	13,438	2.20 /sf	13,770			SBS	-	-	-	-	27,208	0%
	Custom Casework																
6.410	Solid Surface Counters	10.00 lf	2.000 hr / lf	20	85.88 /hr	1,718	125.00 /lf	1,250			SBS	-	-	-	-	2,968	0%
	THERMAL & MOISTURE																
	Building Insulation																
7.210	R-11 Batt - Interior	1,489.00 sf	60.000 sf / hr	25	85.88 /hr	2,131	0.80 /sf	1,191			SBS	-	-	-	-	3,322	0%
7.210	R-21 Batt - Interior	2,692.00 sf	60.000 sf / hr	45	85.88 /hr	3,853	1.20 /sf	3,230			SBS	-	-	-	-	7,084	0%
7.210	Spray Froth Pak Insul - Door Jamb	4.00 ea	3.000 hr / ea	12	85.88 /hr	1,031	1,100.00 /ea	4,400			SBS	/ea		-	-	5,431	0%
7.210	Thermal Break - Pile Cap	101.00 ea	1.000 ea / hr	101	85.88 /hr	8,674	350.00 /ea	35,350	/ea		SBS	-	-	-	-	44,024	0%

REPORT BY DETAILS

Phase	Description	Takeoff Quantity	Labor Productivity	Labor Hours	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Sub Name	Equip Price	Equip Amount	Other Price	Other Amount	Total Amount	% Total
Mtl Insul Wall/Roof Panel																	
7.411	Install 4" - Wall IMP 20/22 Ga	15,898.00 sf	20.000 sf / hr	795	85.88 /hr	68,266	9.00 /sf	143,082			AWIP	-	-	-	-	211,348	2%
7.411	Install 6" - Soffit IMP 20/22 Ga	14,515.00 sf	15.000 sf / hr	968	85.88 /hr	83,103	12.00 /sf	174,180			AWIP	-	-	-	-	257,283	2%
7.411	Install 6" - Roof IMP 20/22 Ga	14,707.00 sf	18.000 sf / hr	817	85.88 /hr	70,169	12.00 /sf	176,484			AWIP	-	-	-	-	246,653	2%
Metal Flashing/Trim																	
7.620	Fascia	639.00 lf	10.000 lf / hr	64	85.88 /hr	5,488	6.00 /lf	3,834			AWIP	-	-	-	-	9,322	0%
7.620	Base Flash	526.00 lf	10.000 lf / hr	53	85.88 /hr	4,517	4.00 /lf	2,104			AWIP	-	-	-	-	6,621	0%
7.620	CornerFlash	445.00 lf	10.000 lf / hr	45	85.88 /hr	3,822	4.00 /lf	1,780			AWIP	-	-	-	-	5,602	0%
7.620	Drip Edge	540.00 lf	10.000 lf / hr	54	85.88 /hr	4,638	4.00 /lf	2,160			AWIP	-	-	-	-	6,798	0%
7.620	J Trims	1,202.00 lf	10.000 lf / hr	120	85.88 /hr	10,323	4.00 /lf	4,868			AWIP	-	-	-	-	15,131	0%
7.620	Ridge Cap	122.00 lf	10.000 lf / hr	12	85.88 /hr	1,048	5.00 /lf	610			AWIP	-	-	-	-	1,658	0%
Roof Accessories																	
7.720	Install Gutters	245.00 lf	20.000 lf / hr	12	85.88 /hr	1,052	12.00 /lf	2,940			AWIP	-	-	-	-	3,992	0%
7.720	Install Spouts	12.00 ea	1.000 hr / ea	12	85.88 /hr	1,031	50.00 /ea	600			AWIP	-	-	-	-	1,631	0%
DOORS & WINDOWS																	
HM Doors & Frames																	
8.110	Thermally Broken HM Frames - Single	2.00 ea	2.000 hr / ea	4	85.88 /hr	344	1,250.00 /ea	2,500			CCI	-	-	-	-	2,844	0%
8.110	Insulated HM Doors - Single	2.00 ea	1.500 hr / ea	3	85.88 /hr	258	2,500.00 /ea	5,000			CCI	-	-	-	-	5,258	0%
8.110	HM Doors - Single	4.00 ea	1.500 hr / ea	6	85.88 /hr	515	1,100.00 /ea	4,400			CCI	-	-	-	-	4,915	0%
8.110	HM Frames - Single	4.00 ea	2.000 hr / ea	8	85.88 /hr	687	2,000.00 /ea	8,000			CCI	-	-	-	-	8,687	0%
8.110	HM Doors - Double	1.00 ea	2.500 hr / ea	3	85.88 /hr	215	1,750.00 /ea	1,750			CCI	-	-	-	-	1,965	0%
8.110	HM Frames - Double	1.00 ea	3.000 hr / ea	3	85.88 /hr	258	3,250.00 /ea	3,250			CCI	-	-	-	-	3,508	0%
Access Doors																	
8.305	24x24 Std Metal Access Door	4.00 ea	1.000 hr / ea	4	85.88 /hr	344	250.00 /ea	1,000			ACS	-	-	-	-	1,344	0%
Door Hardware																	
8.400	Hardware Set 01 - Exterior	2.00 ea	8.000 hr / ea	16	85.88 /hr	1,374	/ea				CCI	-	-	-	-	1,374	0%
8.400	Hardware Set 02 - Interior	4.00 ea	6.500 hr / ea	26	85.88 /hr	2,233	/ea				CCI	-	-	-	-	2,233	0%
8.400	Hardware Set 03 - Double Door	1.00 ea	7.000 hr / ea	7	85.88 /hr	601	/ea				CCI	-	-	-	-	601	0%
Translucent Panels																	
8.640	Kalwall Translucent Panels - Supply & Install	283.00 sf			-	-	-	-	135.00 /sf	38,205	AHS	-	-	-	-	38,205	0%
Aluminum Doors																	
8.721	Install - Aluminum Full Glass Double Door	1.00 ea	ea / hr		-	-	-	-	15,000.00 /ea	15,000	CCI	-	-	-	-	15,000	0%
Glass																	
8.810	Glazing Package - Walkway	233.00 sf	sf / hr		85.88 /hr	-	45.00 /sf	10,485			CCI	-	-	-	-	10,485	0%
FINISHES																	
Interior Metal Studs																	
9.110	3-5/8" 18 ga Slip Track	124.00 lf	20.000 lf / hr	6	85.88 /hr	532	2.70 /lf	335			SBS	-	-	-	-	867	0%
9.110	3-5/8" 18 ga Track	496.00 lf	20.000 lf / hr	25	85.88 /hr	2,130	1.60 /lf	794			SBS	-	-	-	-	2,923	0%
9.110	3-5/8" 18 ga Track - Ceiling	512.00 lf	10.000 lf / hr	51	85.88 /hr	4,397	2.70 /lf	1,382			SBS	-	-	-	-	5,779	0%
9.110	3-5/8" 18 ga Stud	1,489.00 lf	30.000 lf / hr	50	85.88 /hr	4,263	2.00 /lf	2,978			SBS	-	-	-	-	7,241	0%
9.110	3-5/8" 18 ga Stud - Ceiling	1,545.00 lf	20.000 lf / hr	77	85.88 /hr	6,634	2.00 /lf	3,090			SBS	-	-	-	-	9,724	0%
9.110	6" 18 ga Slip Track	147.00 lf	10.000 lf / hr	15	85.88 /hr	1,262	1.80 /lf	265			SBS	-	-	-	-	1,527	0%
9.110	6" 18 ga Track	588.00 lf	10.000 lf / hr	59	85.88 /hr	5,050	3.20 /lf	1,882			SBS	-	-	-	-	6,931	0%
9.110	6" 18 ga Studs	3,164.00 lf	30.000 lf / hr	105	85.88 /hr	9,067	2.20 /lf	6,961			SBS	-	-	-	-	16,018	0%
9.110	3"x 3" x 3" Clip Angle 16 Ga-ea	3,132.00 ea	40.000 ea / hr	78	85.88 /hr	6,724	3.20 /ea	10,022			SBS	-	-	-	-	16,747	0%
Gypsum Board Hang/Tape																	
9.251	Type X 5/8 - Ceiling	1,545.00 sf	25.000 sf / hr	62	85.88 /hr	5,307	0.75 /sf	1,199	/sf		SBS	-	-	-	-	6,466	0%
9.251	Type X 5/8 - Exterior	12,446.00 sf	40.000 sf / hr	311	85.88 /hr	26,722	0.75 /sf	9,335	/sf		SBS	-	-	-	-	36,056	0%
9.251	Type X 5/8 - Interior	41.00 sf	30.000 sf / hr	1	85.88 /hr	117	0.75 /sf	31	/sf		SBS	-	-	-	-	148	0%
9.251	1/2" Cementious Backerboard	478.00 sf	30.000 sf / hr	16	85.88 /hr	1,368	2.20 /sf	1,052	/sf		SBS	-	-	-	-	2,420	0%
Tile																	
9.300	Ceramic Floor Tile	774.00 sf	hr / sf		85.88 /hr		/sf		0.00 /sf		Jungle Jims	-	-	-	-	1	0%
9.300	Ceramic Wall Tile	478.00 sf	hr / sf		85.88 /hr		/sf		0.00 /sf		Jungle Jims	-	-	-	-	1	0%
Acoustical Ceilings																	
9.510	Acoustical Ceiling Subcontractor	452.00 sf	sf / hr		85.88 /hr		/sf		32.00 /sf	14,464	Elite Acousticals	-	-	-	-	14,464	0%
Resilient Sheet Flooring																	
9.665	Vinyl Sheet Flooring& Base-Sub-1	2,602.00 sf			-	-	-	-	0.00 /sf		Jungle Jims	-	-	-	-	1	0%
Carpeting																	
9.680	Walkoff Flooring	436.00 sf			-	-	-	-	0.00 /sf		Jungle Jims	-	-	-	-	1	0%
Athletic Flooring																	
9.770	Athletic Urethane Flooring & Gameline-1/4" - SUB	12,317.00 sf			-	-	-	-	0.00 /sf		Jungle Jims	-	-	-	-	1	0%
9.770	Flooring & Tile - Subcontractor	1.00 ls			-	-	-	-	243,950.00 /ls	243,950	Jungle Jims	-	-	-	-	243,950	2%
Painting																	
9.900	Painting Subcontractor	14,032.00 sf	sf / hr		85.88 /hr		-	-	9.50 /sf	133,304	Alaska Paint Co.	-	-	-	-	133,304	1%
SPECIALTIES																	
Toilet Compartments																	
10.160	Toilet Partitions	6.00 ea	12.000 hr / ea	72	85.88 /hr	6,183	1,250.00 /ea	7,500			ACS	-	-	-	-	13,683	0%

REPORT BY DETAILS

Phase	Description	Takeoff Quantity	Labor Productivity	Labor Hours	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Sub Name	Equip Price	Equip Amount	Other Price	Other Amount	Total Amount	% Total
	Toilet Compartments																
10.160	Urinal Partitions	2.00 ea	3.000 hr / ea	6	85.88 /hr	515	450.00 /ea	900			ACS	-	-	-	-	1,415	0%
	Interior Signs																
10.440	Signage	1.00 ls			-	-	/ls		15,000.00 /ls	15,000		-	-	-	-	15,000	0%
	Lockers																
10.505	Double Tier - Metal Lockers	28.00 ea	8.000 hr / ea	224	85.88 /hr	19,237	950.00 /ea	26,600			Vibetech	-	-	-	-	45,837	0%
	Fire Ext/Cabinets & Acces																
10.522	Fire Extinguisher	4.00 ea	2.000 ea / hr	2	85.88 /hr	172	350.00 /ea	1,400			ACS	-	-	-	-	1,572	0%
	Toilet & Bath Accessories																
10.800	Diaper Changing Station	2.00 ea	1.500 ea / hr	1	85.88 /hr	115	350.00 /ea	700			ACS	-	-	-	-	815	0%
10.800	Paper Towel Dispenser	2.00 ea	1.000 ea / hr	2	85.88 /hr	172	95.00 /ea	190			ACS	-	-	-	-	362	0%
10.800	Waste Receptacle	2.00 ea	1.500 ea / hr	1	85.88 /hr	115	250.00 /ea	500			ACS	-	-	-	-	615	0%
10.800	Soap Dispenser	2.00 ea	0.500 ea / hr	4	85.88 /hr	344	65.00 /ea	130			ACS	-	-	-	-	474	0%
10.800	TP Holder Multi-Roll Surface Mld	6.00 ea	0.500 hr / ea	3	85.88 /hr	258	45.00 /ea	270			ACS	-	-	-	-	528	0%
10.800	Mirror 24w*39h"	4.00 ea	1.000 ea / hr	4	85.88 /hr	344	195.00 /ea	780			ACS	-	-	-	-	1,124	0%
10.800	42" Grab Bar	2.00 ea	0.500 ea / hr	4	85.88 /hr	344	110.00 /ea	220			ACS	-	-	-	-	564	0%
10.800	36" Grab Bar	2.00 ea	0.500 ea / hr	4	85.88 /hr	344	95.00 /ea	190			ACS	-	-	-	-	534	0%
10.800	18" Grab Bar	2.00 ea	0.500 ea / hr	4	85.88 /hr	344	45.00 /ea	90			ACS	-	-	-	-	434	0%
	EQUIPMENT																
	Athletic/Rec/Therap Equip																
11.480	Scoreboard	1.00 ea	4.000 hr / ea	4	85.88 /hr	344	850.00 /ea	850			H2I	-	-	-	-	1,194	0%
11.480	Boards/Hoops - Fixed	3.00 ea	4.000 hr / ea	12	85.88 /hr	1,031	750.00 /ea	2,250			H2I	-	-	-	-	3,281	0%
11.480	Volleyball Equipment	3.00 ea	2.000 hr / ea	6	85.88 /hr	515	4,500.00 /ea	13,500			H2I	-	-	-	-	14,015	0%
11.480	Gym Divide/Curtain	2.00 ea	24.000 hr / ea	48	85.88 /hr	4,122	9,300.00 /ea	18,600			H2I	-	-	-	-	22,722	0%
11.480	Hoops - Retractable	5.00 ea	5.000 hr / ea	25	85.88 /hr	2,147	5,000.00 /ea	25,000			H2I	-	-	-	-	27,147	0%
11.480	Bleachers	3.00 ea	20.000 hr / ea	60	85.88 /hr	5,153	15,000.00 /ea	45,000			AK Industries	-	-	-	-	50,153	0%
11.480	Install 2x7" Crash Pads	2,110.00 sf	150.000 sf / hr	14	85.88 /hr	1,208	13.00 /sf	27,430			H2I	-	-	-	-	28,638	0%
11.480	UIC Assist	40.00 hr		40	85.88 /hr	3,435	/hr		-	-	-	-	-	-	-	3,435	0%
	FURNISHINGS																
	Office Furniture																
12.610	Tables	4.00 ea	2.000 hr / ea	8	85.88 /hr	687	849.00 /ea	3,396			Aligned AK	-	-	-	-	4,083	0%
12.610	Office Chairs	14.00 ea	1.000 hr / ea	14	85.88 /hr	1,202	325.00 /ea	4,550			Aligned AK	-	-	-	-	5,752	0%
12.610	Cubicles	6.00 ea	8.000 hr / ea	48	85.88 /hr	4,122	1,350.00 /ea	8,100			Aligned AK	-	-	-	-	12,222	0%
	FIRE SUPPRESSION																
	Subcontractors																
21.001	Fire Supression Sub	15,656.00 ls			-	-	-	-	13.00 /ls	203,528	Accel	-	-	-	-	203,528	2%
	Mechanical																
	Subcontractors																
23.001	Mechanical Sub	15,656.00 sf	sf / hr		- /hr	-	-	-	90.00 /sf	1,409,040	Valley	-	-	-	-	1,409,040	12%
	ELECTRICAL																
	Subcontractors																
26.001	Electrical Sub	15,656.00 sf	sf / hr		- /hr	-	-	-	55.00 /sf	861,080	B&B Electric	-	-	-	-	861,080	7%
	EARTHWORK																
	Subcontractors																
31.001	Piling - Material	101.00 ea	ea / hr		/hr		/ea		11,337.00 /ea	1,145,037	Arctic Foundation	-	-	-	-	1,145,037	10%
31.001	Pile Caps - Materials	101.00 ea	2.000 hr / ea	202	/hr		/ea		350.00 /ea	35,350	STG	-	-	-	-	35,350	0%
31.001	Piling - Install Subcontractor	1.00 ls	ls / hr		/hr		/ls		1,020,000.00 /ls	1,020,000	STG	-	-	-	-	1,020,000	9%
	EXTERIOR IMPROVEMENTS																
	Subcontractor																
32.001	Chain Link Fence Skirting	2,149.00 sf			-	-	-	-	39.00 /sf	83,811	AAA	-	-	-	-	83,811	1%
32.001	Gate	3.00 ea	hr / ea		85.88 /hr	-	-	-	400.00 /ea	1,200	AAA	-	-	-	-	1,200	0%

TOTALS REPORT

Estimate Totals						
Rate	Description	Amount	Totals	Hours	Cost per Unit	Percent of Total
	Labor	1,762,670		19,917.420 hrs	112.775 /SF	15.12%
	Material	1,917,454			122.678 /SF	16.45%
	Subcontract	5,231,474			334.707 /SF	44.87%
	Equipment	294,928		320.000 hrs	18.230 /SF	2.44%
	Other	1,341,372			85.620 /SF	11.50%
		10,537,898	10,537,898		674.210 /SF	90.38%
3.000 %	DOY-Small Tool&Consum 3% Labor	52,880			3.383 /SF	0.45%
8.000 %	OH & P	847,262			54.207 /SF	7.27%
		900,142	11,438,040		731.800 /SF	7.72%
0.700 %	Buildens Risk Insurance	61,617			5.222 /SF	0.70%
0.400 %	Liability 14-Total	46,638			2.984 /SF	0.40%
0.800 %	Bond	93,777			5.968 /SF	0.80%
		221,632	11,659,572		745.974 /SF	1.90%
	Total		11,659,572			100.00%

SUPPLEMENTARY

Scope Assumptions and Clarifications

YKCC Expansion – 35% OPCC

Division 01: General Conditions

Specific Inclusions:

- Project Management
- Supervision
- Project Engineer
- Project Coordinator
- Temporary Utilities
- Temporary Barriers and Enclosures
- Temporary Protections
- Project Identification
- Job Office Consumables
- Cleaning and Waste Management
- Procurement and Shipping
- Mobilization and Demobilization
- Temporary Telecom
- Project Management Technologies
- Heavy Equipment
- Fuel
- Subsistence
- Travel
- Freight
- Small Tools and Consumables
- Closeout

Specific Exclusions:

- Design Cost
- Traffic Control
- Third Party Inspections or Special Inspections
- Third Party Quality Control
- Construction Site Office
- Survey
- SWPPP
- Permits
- Commissioning Agent
- Site Security
- Costs associated with accelerated schedule.
- All items not listed in Inclusions.

General Clarifications

- None

Division 03: Concrete

Specific Inclusions:

- 2-1/2" Slab on Deck Concrete – 3500 PSI

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Scope Assumptions and Clarifications

YKCC Expansion – 35% OPCC

- Formwork
- Concrete Finish
- Concrete Cure
- Reinforcement
- Wire Mesh

Specific Exclusions:

- Cold Weather Concrete
- Grade Beams
- Architectural Concrete
- Gypcrete Flooring
- All items not listed in inclusions.

General Clarifications

- None.

Division 05: Metals

Specific Inclusions:

- Structural Steel
- 20 Ga. 1-1/2 Steel Deck
- Steel Roof Joists
- 16 Ga. Cold Formed Metal Framing
- Premanufactured Stairs
- Pile caps.
- Stair Treads
- Stair Landing
- Guardrails
- Handrails

Specific Exclusions:

- Galvanized Steel
- All items not listed in inclusions.

General Clarifications

- None

Division 06: Woods and Plastics

Specific Inclusions:

- MDO Plywood
- Fasteners & Adhesives
- Connectors
- Blockings

Specific Exclusions:

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Scope Assumptions and Clarifications

YKCC Expansion – 35% OPCC

- SIP
- All items not listed in inclusions.

General Clarifications

- None

Division 07: Thermal and Moisture

Specific Inclusions:

- 6" IMP Roof Panels
- 6" IMP Soffit Panels
- 4" IMP Wall Panels
- Metal Flashing and Trims
- Gutters & Downspouts
- Sealants and Caulking.

Specific Exclusions:

- Fireproofing
- Dam proofing.
- Expansion Joints
- Snow Guards
- Roof Ladders
- All items not listed in inclusions.

General Clarifications

- None

Division 08: Openings

Specific Inclusions:

- Hollow Metal Doors & Frames
- Aluminum Entry Door
- Door Hardware
- Aluminum Windows
- Translucent Panels

Specific Exclusions:

- Skylights
- All items not listed in inclusions.

General Clarifications

- None

Division 09: Finishes

Specific Inclusions:

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Scope Assumptions and Clarifications

YKCC Expansion – 35% OPCC

- 5/8 Standard GWB
- 5/8 Moisture Resistant GWB at wet locations
- 4" rubber base
- Athletic flooring
- Vinyl Flooring
- Ceramic Wall and Floor Tiles at Locker areas.
- Walkoff Carpet
- Tape and Paint
- Acoustical Ceilings
- Crash Pads

Specific Exclusions:

- Exterior gypsum sheathing
- Special coatings
- Self-Leveling
- All items not listed in inclusions.

General Clarifications

- None.

Division 10: Specialties

Specific Inclusions:

- Lockers
- Toilet and Bath Accessories
- Toilet Compartments
- Fire Extinguishers

Specific Exclusions:

- Flagpoles
- Acoustical Wall Panels
- All items not listed in inclusions.

General Clarifications

- Allowance
 - Signage - \$15,000

Division 11: Equipment

Specific Inclusions:

- 03 each Fixed Basketball Hoop
- 05 each Retractable Basketball Hoop
- 03 each Volleyball Equipment
- 03 each Bleachers

Specific Exclusions:

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Scope Assumptions and Clarifications

YKCC Expansion – 35% OPCC

- All items not listed in inclusions.

General Clarifications

- None

Division 21: Fire Suppression

Specific Inclusions:

- Design Development participation.
- Materials
- Project Management
- Installation labor
- Final Testing
- Fire Marshall approval.
- Complete owner training

Specific Exclusions:

- Fire Pump.

General Clarifications

- None.

Division 22 - 23: Mechanical

Specific Inclusions:

- Plumbing
- HVAC
- Insulation
- DDC controls
- Testing and Air balancing

Specific Exclusions:

- Commissioning Agent
- All items not listed in inclusions.

General Clarifications

- None.

Division 26: Electrical

Specific Inclusions:

- Materials and labor to install lighting package.
- Line voltage connections of Mechanical Equipment
- Materials and labor to install electrical Distribution Gear
- Heat Trace
- Testing, start-up and training on systems as required.

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Scope Assumptions and Clarifications

YKCC Expansion – 35% OPCC

- Wired access control system
- Fire Alarm System design and install.

Specific Exclusions:

- Commissioning Agent
- All items not listed in inclusions.

General Clarifications

- None.

Division 31: Earthworks

Specific Inclusions:

- Helical piles

Specific Exclusions:

- Quality control, all testing, survey, as-builts and required permits.
- Bollards and associated earthwork
- All work with electrical to include locates and power distribution.
- All work associated with hazardous materials if encountered.
- All work associated with POL, PFOS/PFOA testing, asbestos, abatement, etc.
- Writing and providing SWPPP
- Traffic Control
- Site Utilities

General Clarifications

- None

Division 32: Exterior Improvement

Specific Inclusions:

- Fence Skirting

Specific Exclusions:

- All items not listed in inclusions.

General Clarifications

- None.

DIGITAL QUANTITY SURVEY



AK Corp. Authorization AECC561
900 W. 5TH AVENUE, SUITE 403
ANCHORAGE, ALASKA 99501-2029
907.272.3567

PROJECT NO.: 24048.01

CIVIL ENGINEER
DOWL
5015 Business Park Boulevard,
Suite 4000 Anchorage, AK 99503

STRUCTURAL ENGINEER
BBFM Engineers
845 K Street
Anchorage, AK 99501

MECHANICAL ENGINEER
AMC Engineers
701 E. Tudor Road, Ste 250
Anchorage, AK 99503

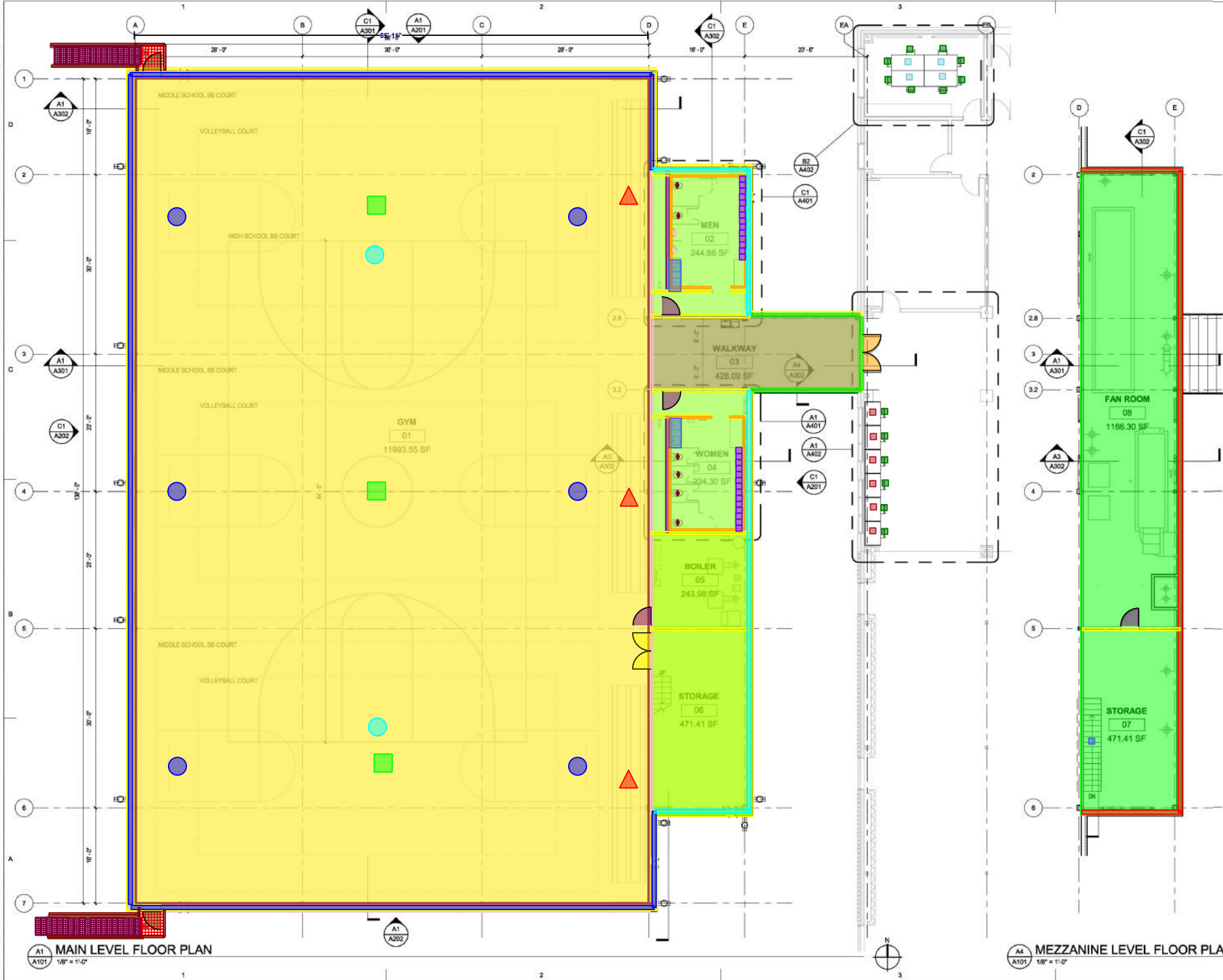
ELECTRICAL ENGINEER
AMC Engineers
701 E. Tudor Road, Ste 250
Anchorage, AK 99503



CITY OF BETHEL
Yukon Kuskokwim Community Center Expansion

35% SCHEMATIC DESIGN
ISSUE DATE: 10-04-2024

Autodesk Docs/24048.01 Dowd Bethel YK Fitness Center Gym Expansion/Bethel YK Fitness Center Gym Expansion R23.rvt
Plot Date Time: 10/4/2024 11:35:32 AM



**ARCHITECTS
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35%
SCHEMATIC
DESIGN

CITY OF BETHEL
**Yukon Kuskokwim Community
Center Expansion**
BETHEL, ALASKA

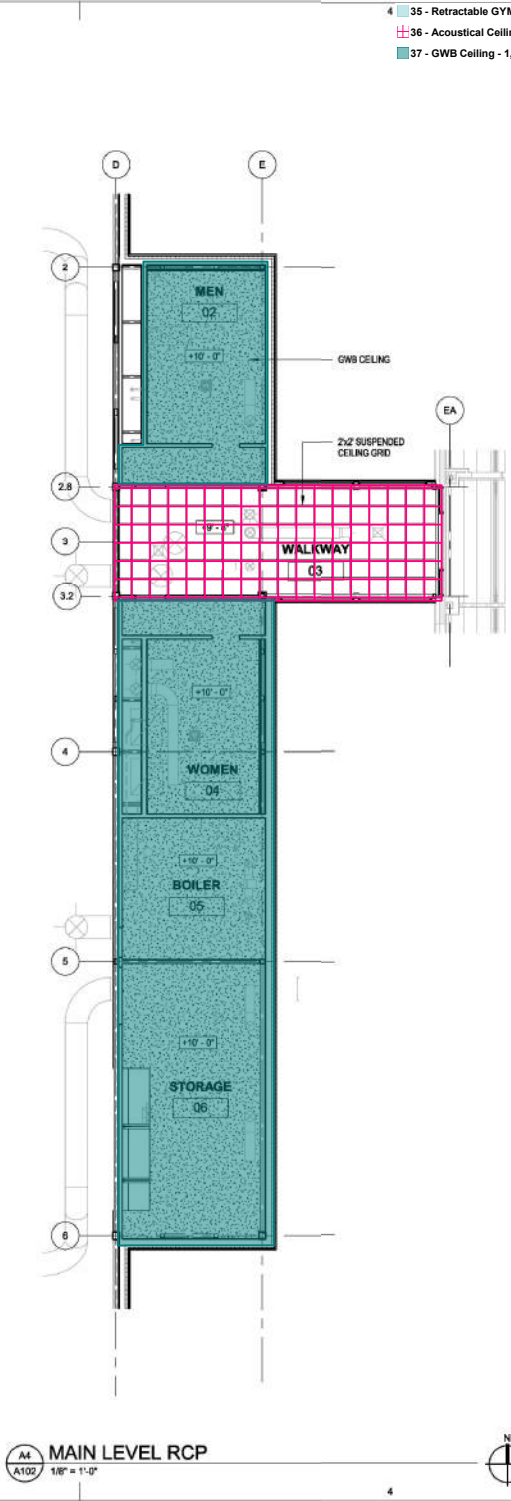
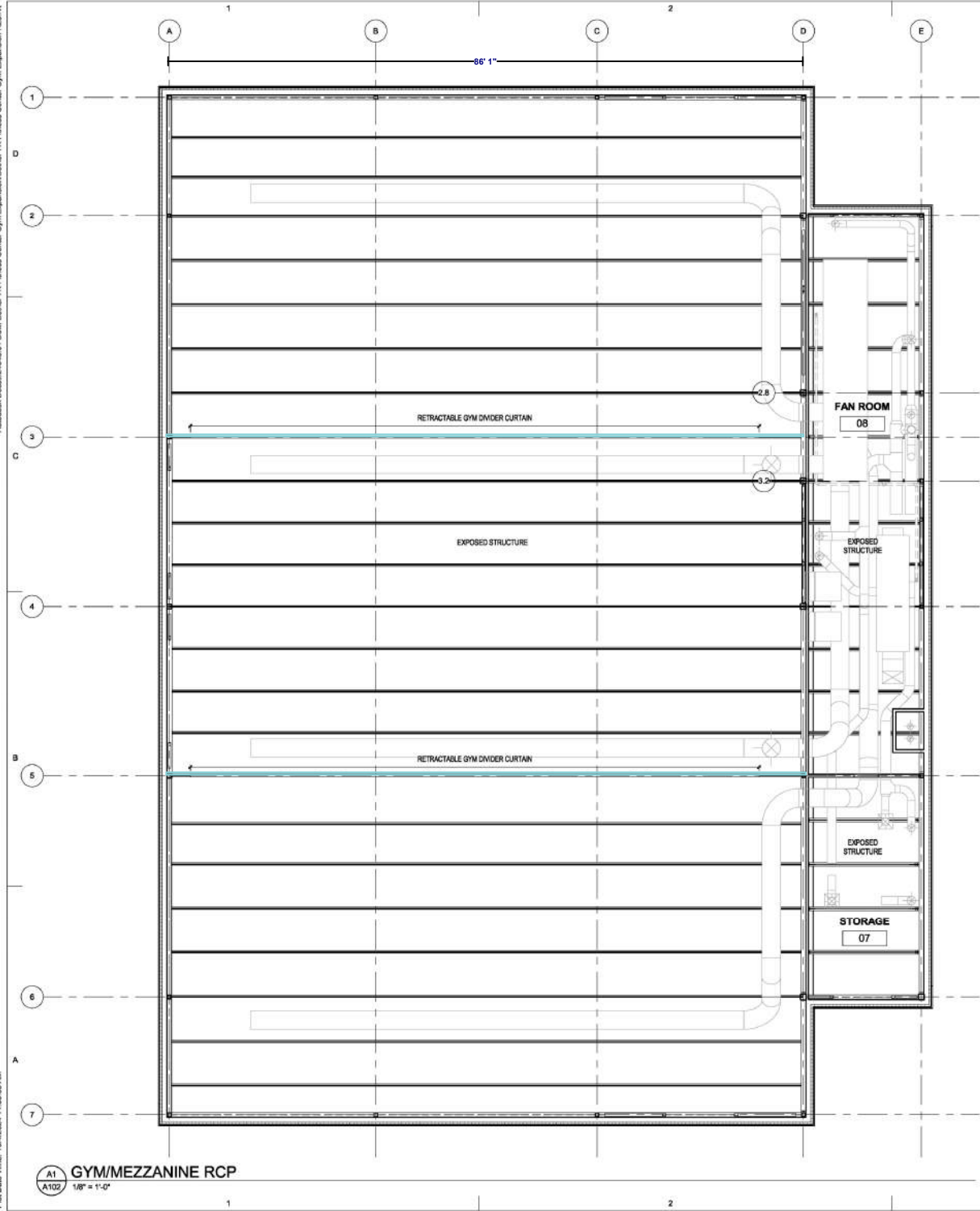
Revisions		
No.	Description	Date

Drawn by TB / DWL	Date 10-04-2024
Checked DM	Job No. 24048.01

Sheet Contents
FLOOR PLANS

Sheet No.
A101

Autodesk Docs/24048.01 Dowd Bethel YK Fitness Center Gym Expansion/Bethel YK Fitness Center Gym Expansion R23.rvt
Plot Date Time: 10/4/2024 11:35:33 AM



- 35 - Retractable GYM Divider - 173 LF
- 36 - Acoustical Ceiling Tiles - 452 SF
- 37 - GWB Ceiling - 1,545 SF



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35%
SCHEMATIC
DESIGN

CITY OF BETHEL

Yukon Kuskokwim Community Center Expansion

BETHEL, ALASKA

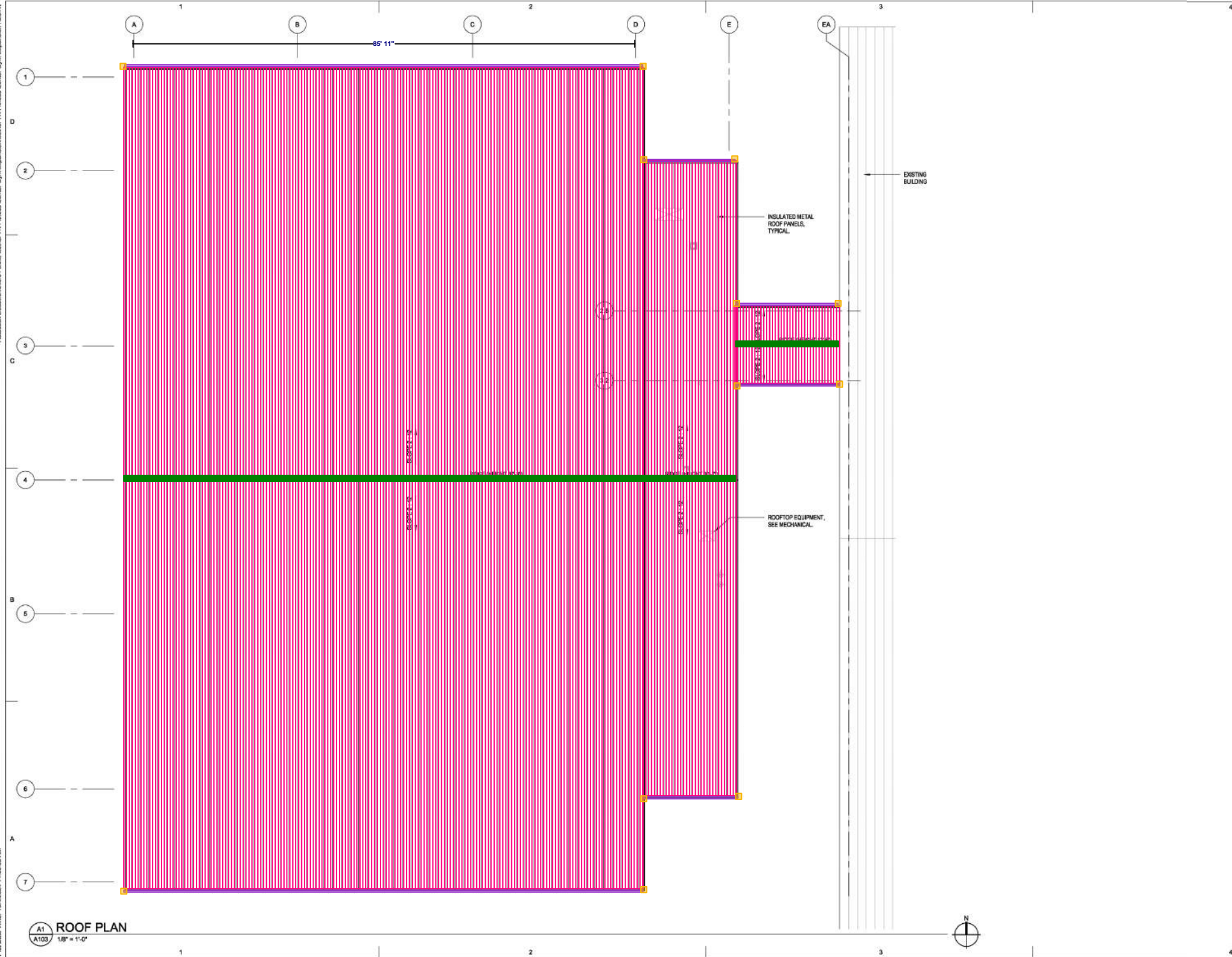
Revisions		
No.	Description	Date

Drawn by TB / DWL	Date 10-04-2024
Checked DM	Job No. 24048.01

Sheet Contents
REFLECTED CEILING PLANS

Sheet No.
A102

Autodesk Docs/24048.01 Dowd Bethel YK Fitness Center Gym Expansion/Bethel YK Fitness Center Gym Expansion R23.rvt
Plot Date Time: 10/4/2024 11:35:33 AM



- 38 - 6" IMP Roof Panels - 14,707 SF
- 39 - Ridge Cap - 122 LF
- 43 - Gutters - 245 LF
- 44 - Downspouts - 12 EA

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CITY OF BETHEL
**Yukon Kuskokwim Community
Center Expansion**
BETHEL, ALASKA

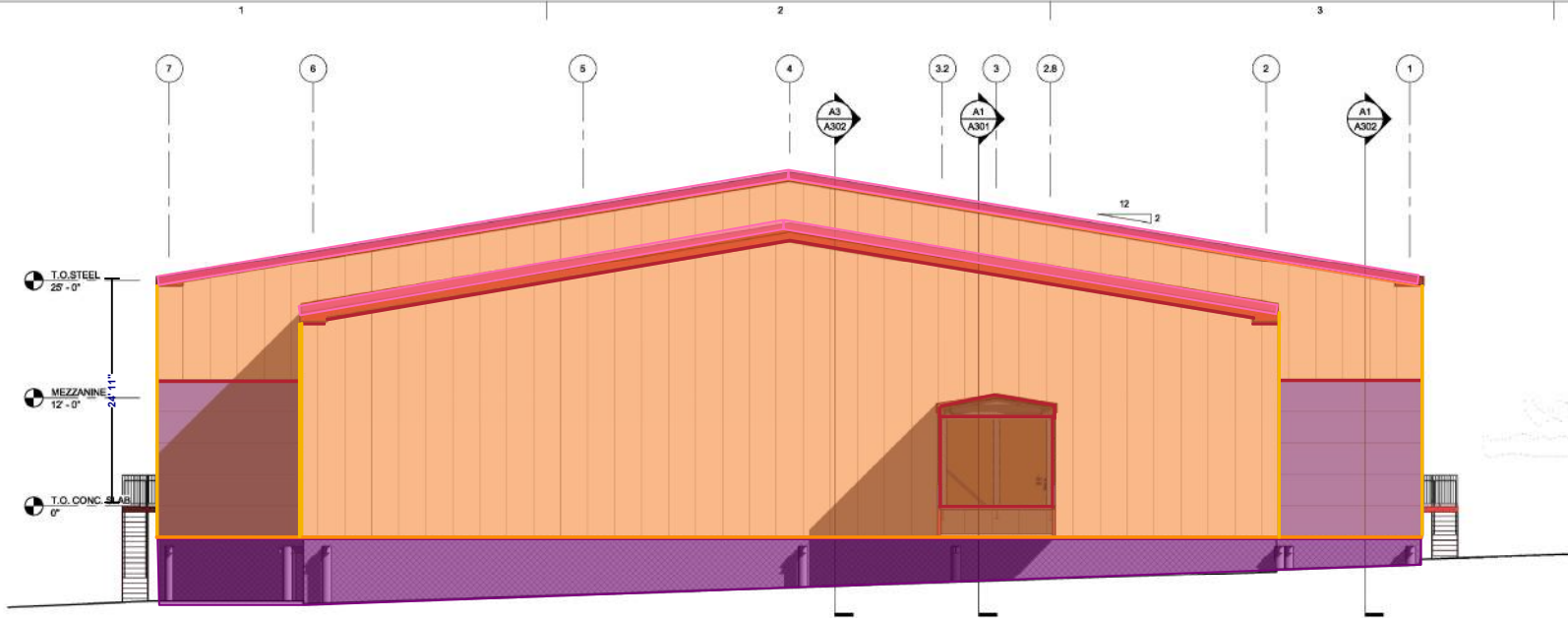
Revisions		
No.	Description	Date

Drawn by TB / DWL	Date 10-04-2024
Checked DM	Job No. 24048.01

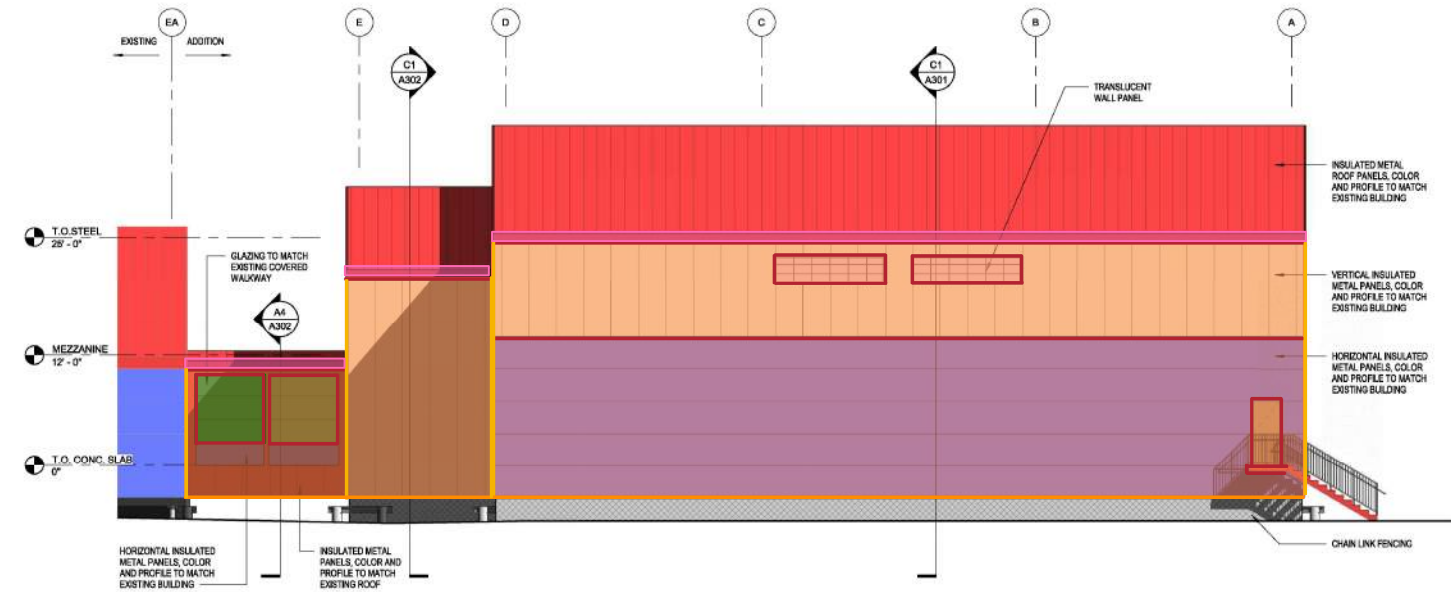
Sheet Contents ROOF PLAN

Sheet No. A103

Autodesk Docs/24048.01 Dowd Bethel YK Fitness Center Gym Expansion/Bethel YK Fitness Center Gym Expansion R23.rvt
Plot Date Time: 10/4/2024 11:35:36 AM



EAST ELEVATION
1/8" = 1'-0"

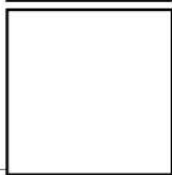


NORTH ELEVATION
1/8" = 1'-0"

- 40 - 4" IMP Wall Panels - 7,911 SF
- 41 - Siding Trims - 561 LF
- 42 - Fascia - 375 LF
- 45 - Kalwall Translucent Panels - 70 SF
- 46 - Corner Trims - 270 LF
- 47 - Fence Skirting - 750 SF
- 48 - Bottom Trim - 263 LF
- 49 - Storefront Windows - 115 SF

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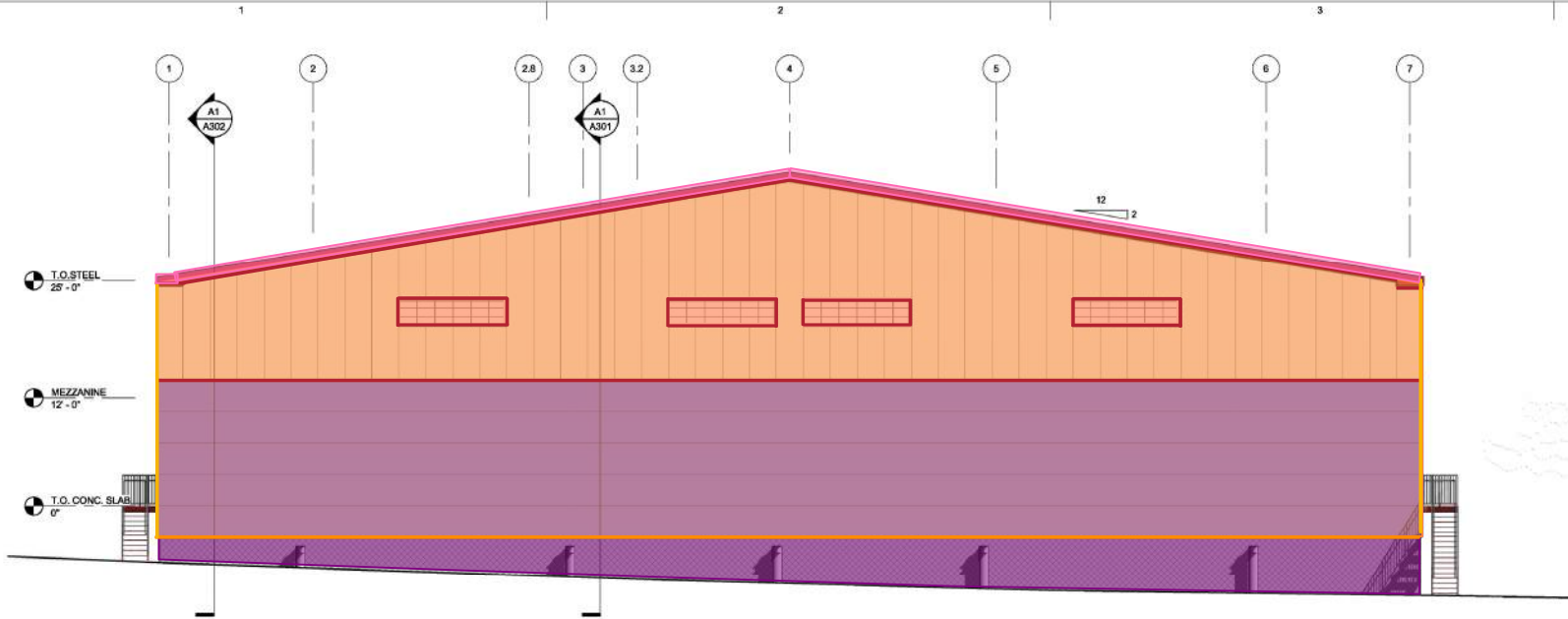
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No.	Description	Date

Drawn by TB / DWL	Date 10-04-2024
Checked DM	Job No. 24048.01

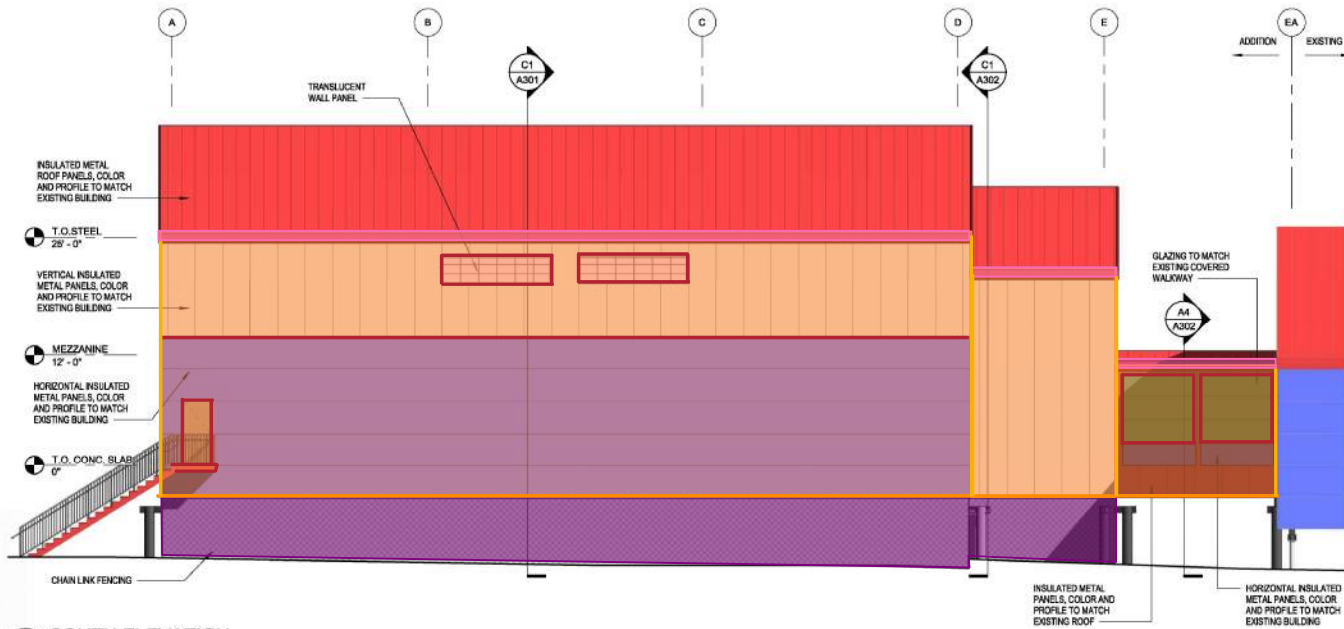
Sheet Contents
EXTERIOR ELEVATIONS

Sheet No.
A201

Autodesk Docs/24048.01 Dowd Bethel YK Fitness Center Gym Expansion/Bethel YK Fitness Center Gym Expansion R23.rvt
Plot Date Time: 10/4/2024 11:35:39 AM



C1
A202
WEST ELEVATION
1/8" = 1'-0"



A1
A202
SOUTH ELEVATION
1/8" = 1'-0"

- 40 - 4" IMP Wall Panels - 7,987 SF
- 41 - Siding Trims - 641 LF
- 42 - Fascia - 265 LF
- 45 - Kalwall Translucent Panels - 214 SF
- 46 - Corner Trims - 175 LF
- 47 - Fence Skirting - 1,400 SF
- 48 - Bottom Trim - 263 LF
- 49 - Storefront Windows - 119 SF

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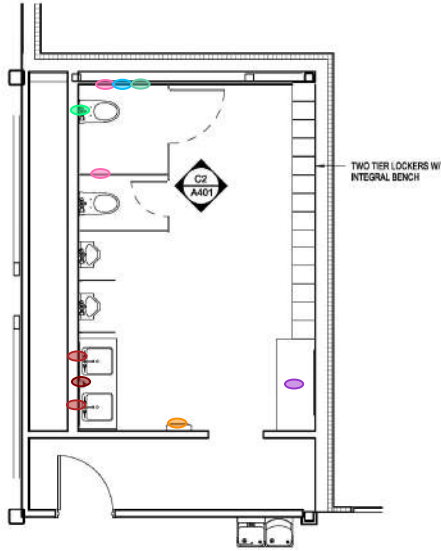
Revisions		
No.	Description	Date

Drawn by TB / DWL	Date 10-04-2024
Checked DM	Job No. 24048.01

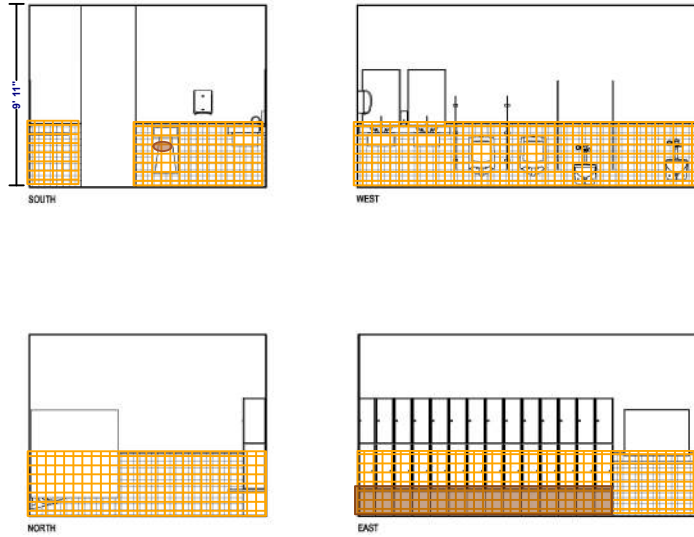
Sheet Contents EXTERIOR ELEVATIONS

Sheet No. A202

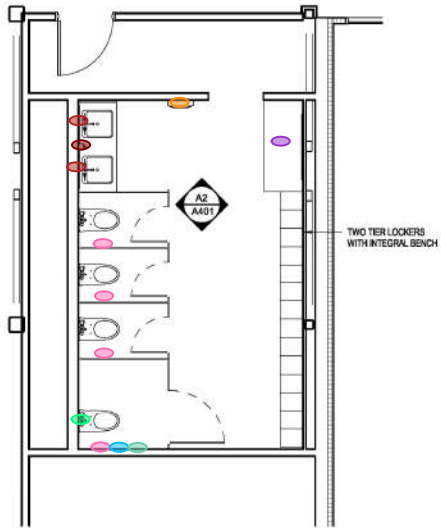
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Plot Date Time: 10/4/2024 11:35:41 AM



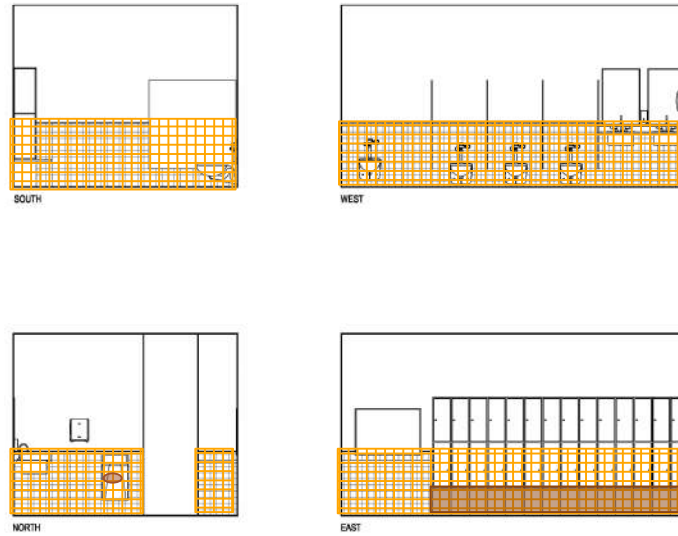
C1
A401
ENLARGED PLAN - 02 MENS LOCKER
1/4" = 1'-0"



C2
A401
INTERIOR ELEVATIONS - 02 MENS LOCKER
1/4" = 1'-0"



A1
A401
ENLARGED PLAN - 02 WOMENS LOCKER
1/4" = 1'-0"



A2
A401
INTERIOR ELEVATIONS - 04 WOMENS LOCKER
1/4" = 1'-0"

- 30 - Soap Dispenser - 2 EA
- 52 - Wall Tiles - 424 SF
- 53 - Locker Base Framing - 41 SF
- 54 - Toilet Paper Dispenser - 6 EA
- 55 - Diaper Changing Station - 2 EA
- 56 - Paper Towel Dispenser - 2 EA
- 57 - Waste Receptacle - 2 EA
- 58 - Mirror - 4 EA
- 95 - 18" Grab Bar - 2 EA
- 96 - 36" Grab Bar - 2 EA
- 97 - 42" Grab Bar - 2 EA



CITY OF BETHEL
Yukon Kuskokwim Community
Center Expansion
BETHEL, ALASKA

Revisions		
No.	Description	Date

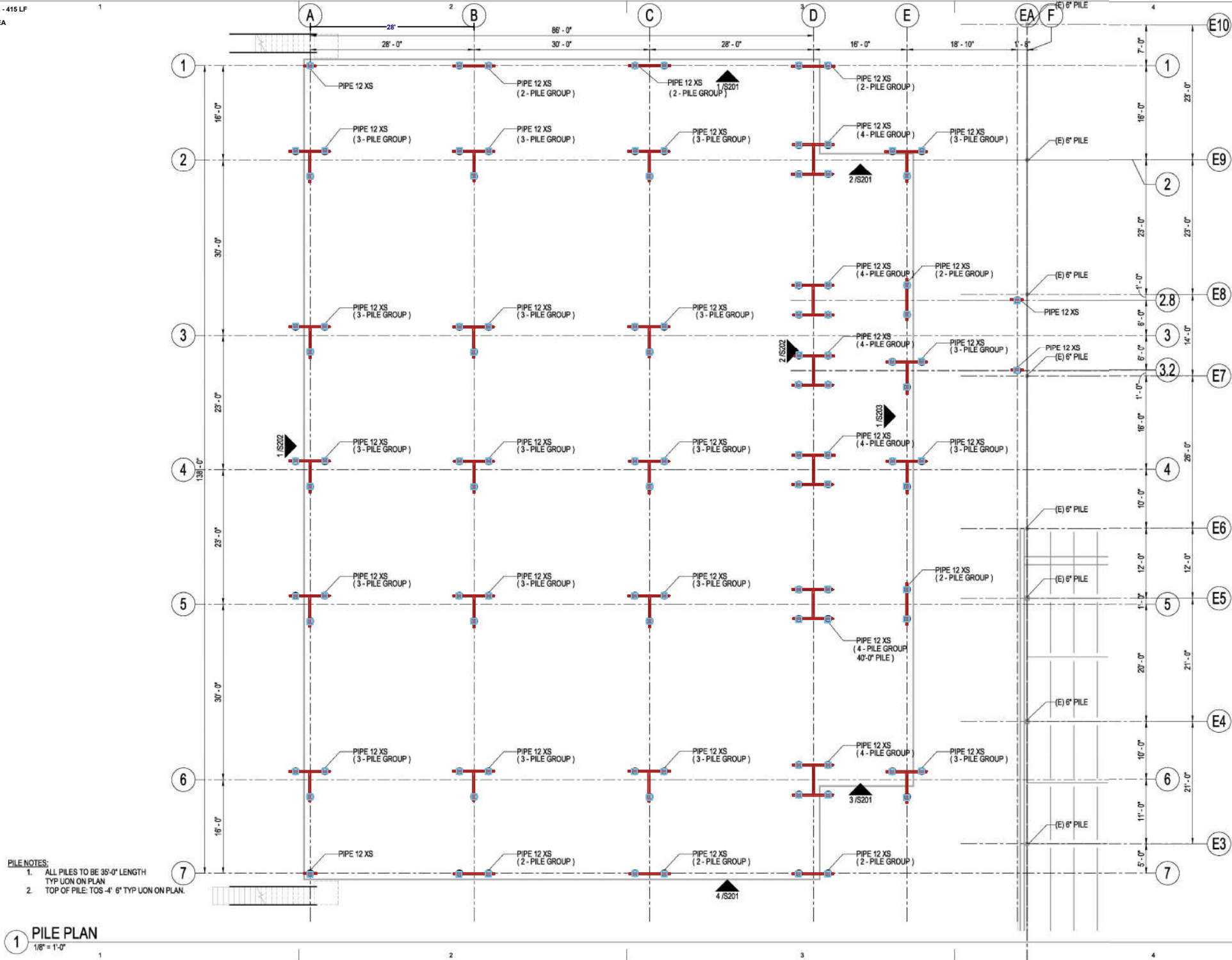
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Checked DM	Job No. 24048.01

Sheet Contents ENLARGED PLANS AND INTERIOR ELEVATIONS

Sheet No. A401

Autodesk Docs/24048.01 Dowd Bethel YK Fitness Center Gym Expansion/224076 STRUCT BETHEL YK FITNESS CENTER GYM EXPANSION R23-14
Pile Date Time: 10/30/2024 2:18:44 PM

- 59 - W6 x 12 @ Piles - 415 LF
- 60 - 12" Piles - 101 EA



- PILE NOTES:
1. ALL PILES TO BE 35'-0" LENGTH
TYP UON ON PLAN
 2. TOP OF PILE: TOS -4' 6" TYP UON ON PLAN.

1 PILE PLAN
1/8" = 1'-0"

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CITY OF BETHEL
**Bethel YK Fitness Center Gym
Expansion**
BETHEL, ALASKA

Revisions		
No.	Description	Date

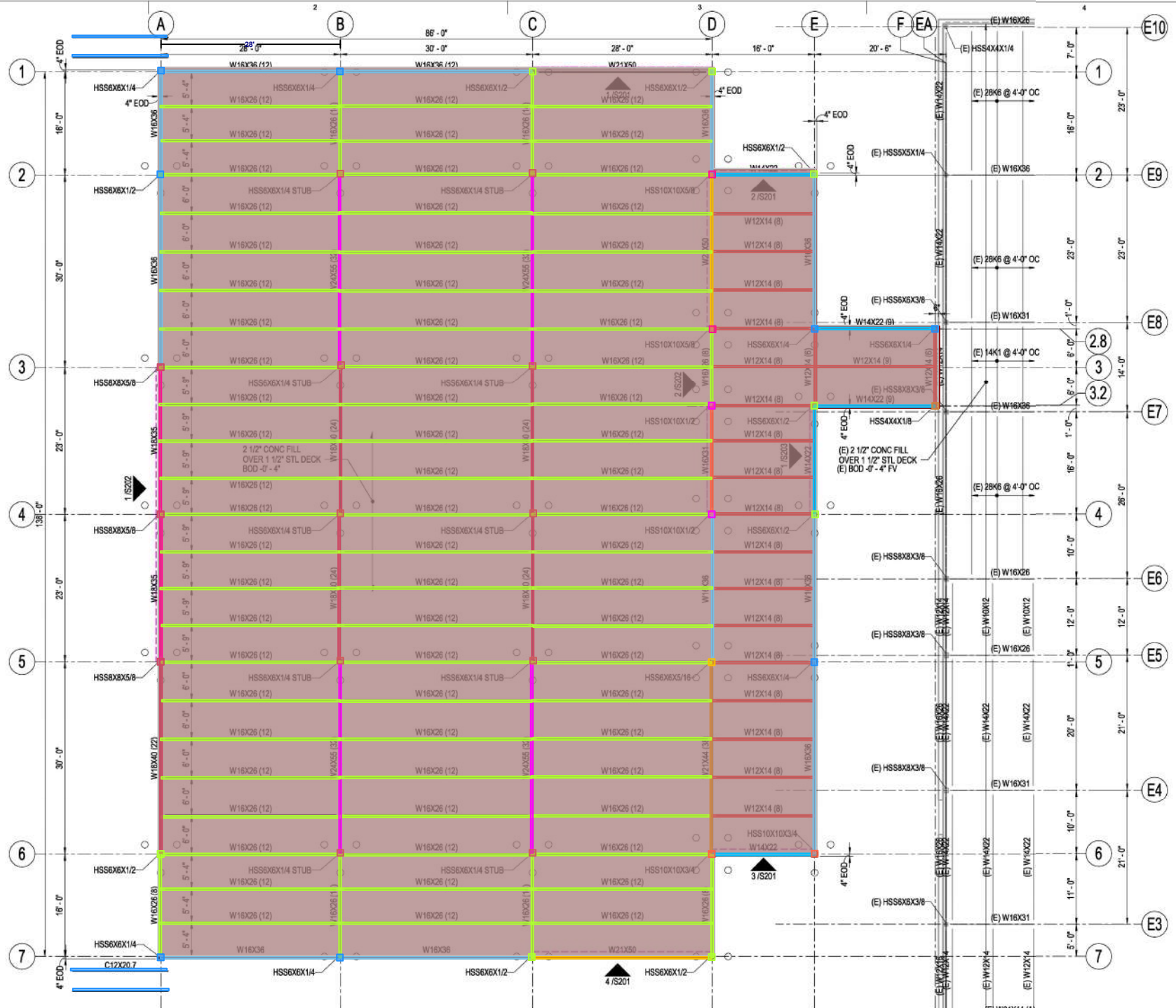
Drawn by CMS	Date 10-04-2024
Checked GOL	Job No. 24048.01

Sheet Contents
PILE PLAN

Sheet No.
S101

Autodesk Docs/24048.01 Dowd Bethel YK Fitness Center Gym Expansion/24076 STRUCTURE: YK FITNESS CENTER GYM EXPANSION R23-14
Plot Date Time: 10/30/2024 2:18:44 PM

- 61 - C12 x 20.7 - 60 LF
- 62 - HSS 6x6x1/4 - 8 EA
- 63 - HSS 6x6x1/2 - 8 EA
- 64 - HSS 8x8x5/8 - 3 EA
- 65 - HSS10x10x5/8 - 2 EA
- 66 - HSS10x10x1/2 - 2 EA
- 67 - HSS 6x6x5/16 - 1 EA
- 68 - HSS10x10x3/4 - 2 EA
- 69 - HSS 4x4x1/8 - 1 EA
- 70 - HSS 6x6x1/4 - STUB - 10 EA
- 71 - W16x36 - 278 LF
- 72 - W16x26 - 2,089 LF
- 73 - W18x40 - 122 LF
- 74 - W18x36 - 46 LF
- 75 - W24x55 - 120 LF
- 76 - W21x50 - 52 LF
- 77 - W16x31 - 17 LF
- 78 - W21x44 - 30 LF
- 79 - W12x14 - 315 LF
- 80 - W14x22 - 86 LF
- 81 - 1-1/2" Steel Deck - 13,942 SF
- 82 - 2-1/2" Concrete Over Steel Deck - 13,950 SF



1 LEVEL 1 FRAMING PLAN
1/8" = 1'-0"

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Revisions		
No.	Description	Date

Drawn by
CMS

Date
10-04-2024

Checked
GOL

Job No.
24048.01

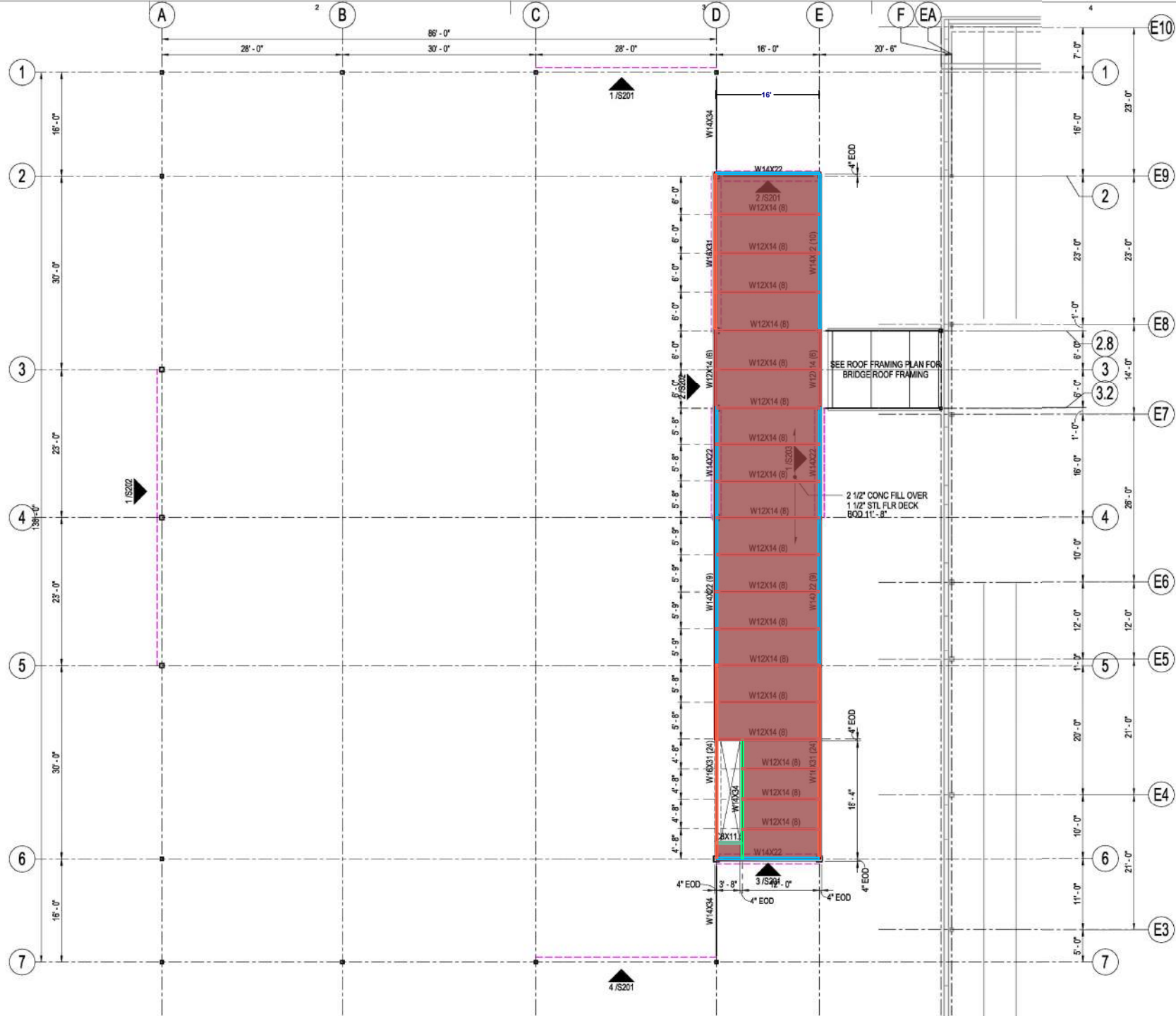
Sheet Contents
LEVEL 1 FRAMING PLAN

Sheet No.

S111

Autodesk Docs/24048.01 Dowd Bethel YK Fitness Center Gym Expansion/24078 STRUCT BETHEL YK FITNESS CENTER GYM EXPANSION R23-M
Plot Date Time: 10/30/2024 2:18:45 PM

- 77 - W16x31 - 84 LF
- 79 - W12x14 - 301 LF
- 80 - W14x22 - 136 LF
- 81 - 1-1/2" Steel Deck - 1,688 SF
- 82 - 2-1/2" Concrete Over Steel Deck - 1,706 SF
- 83 - C8 x 11.6 - 4 LF
- 84 - W14x34 - 19 LF



1 MEZZANINE FRAMING PLAN
1/8" = 1'-0"

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CITY OF BETHEL
**Bethel YK Fitness Center Gym
Expansion**
BETHEL, ALASKA

Revisions		
No.	Description	Date

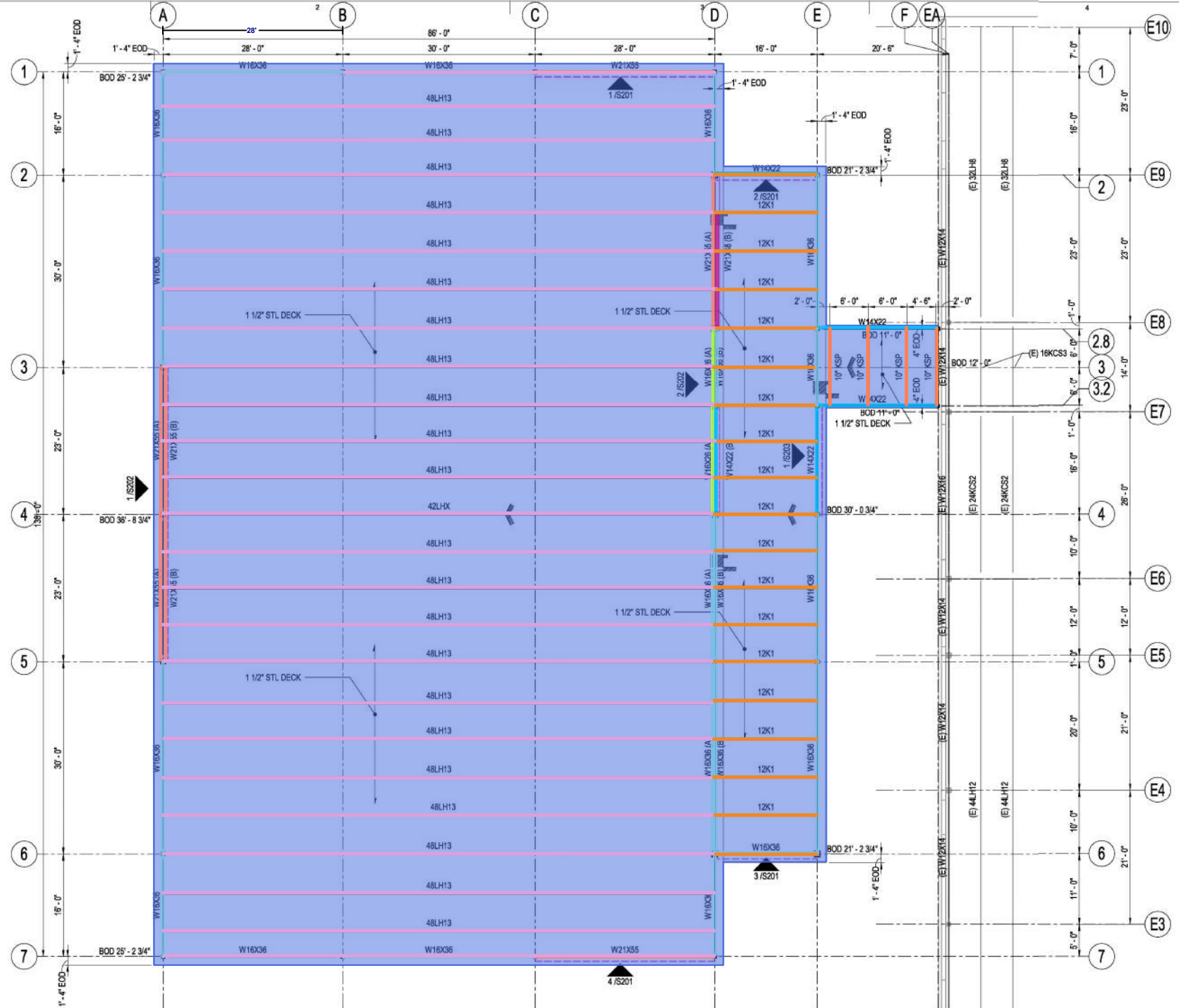
Drawn by CMS	Date 10-04-2024
Checked GOL	Job No. 24048.01

Sheet Contents MEZZANINE FRAMING PLAN
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Sheet No.
S121

Autodesk Docs/24048.01 Dowd Bethel YK Fitness Center Gym Expansion/24076 STRUCT BETHEL YK FITNESS CENTER GYM EXPANSION R23-14
Plot Date Time: 10/30/2024 2:18:45 PM

- 71 - W16x36 - 463 LF
- 72 - W16x26 - 29 LF
- 80 - W14x22 - 87 LF
- 85 - W21x55 - 172 LF
- 86 - W21x48 - 18 LF
- 87 - 48LH13 Steel Joists - 2,149 LF
- 88 - 12K1 Steel Joists - 305 LF
- 89 - 10" KSP Steel Joists - 49 LF
- 90 - 1-1/2" Steel Deck - Roof - 14,648 SF



1 ROOF FRAMING PLAN
1/8" = 1'-0"

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Bethel YK Fitness Center Gym
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BETHEL, ALASKA

Revisions		
No.	Description	Date

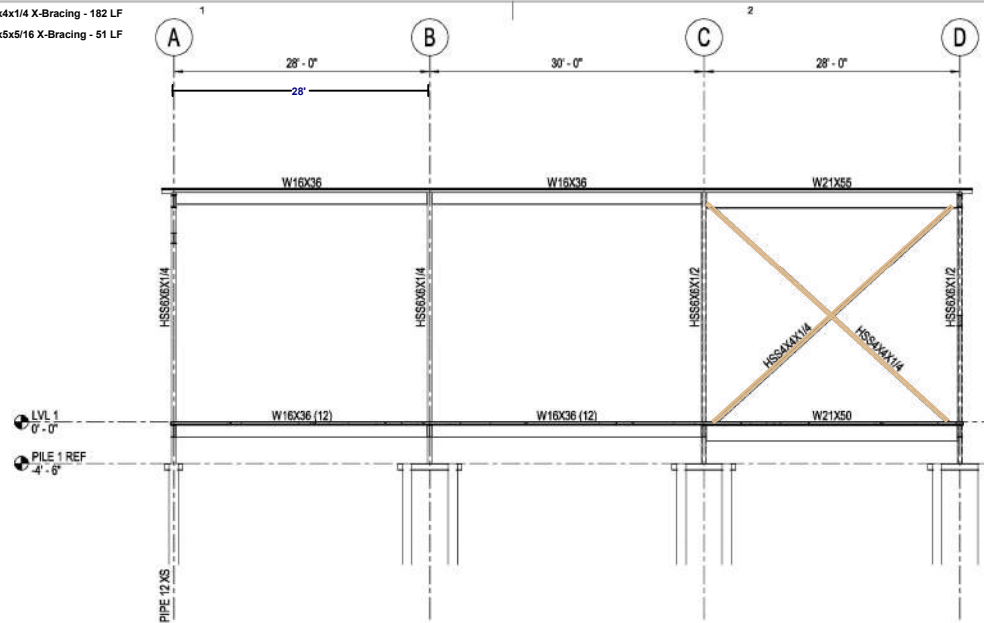
Drawn by CMS	Date 10-04-2024
Checked GOL	Job No. 24048.01

Sheet Contents
ROOF FRAMING PLAN

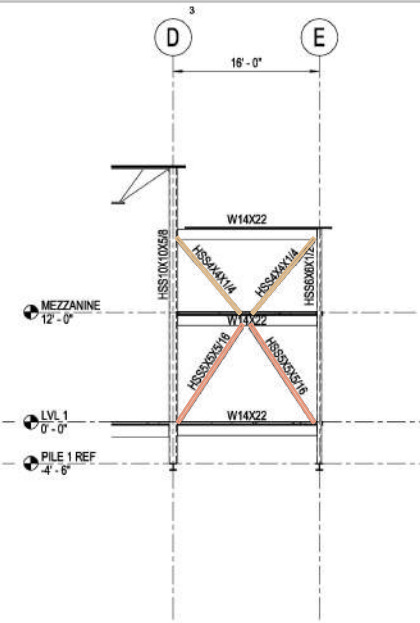
Sheet No.
S131

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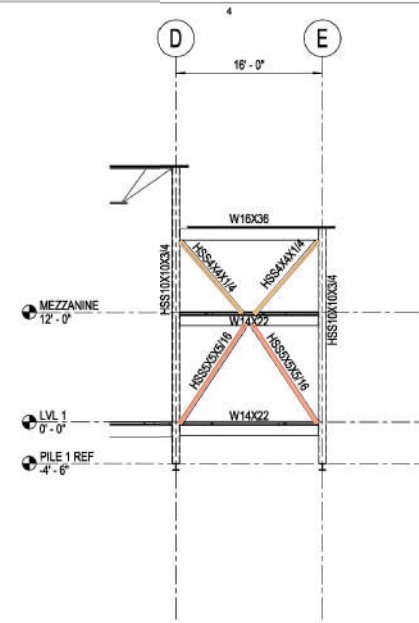
- 91 - HSS 4x4x1/4 X-Bracing - 182 LF
- 92 - HSS 5x5x5/16 X-Bracing - 51 LF



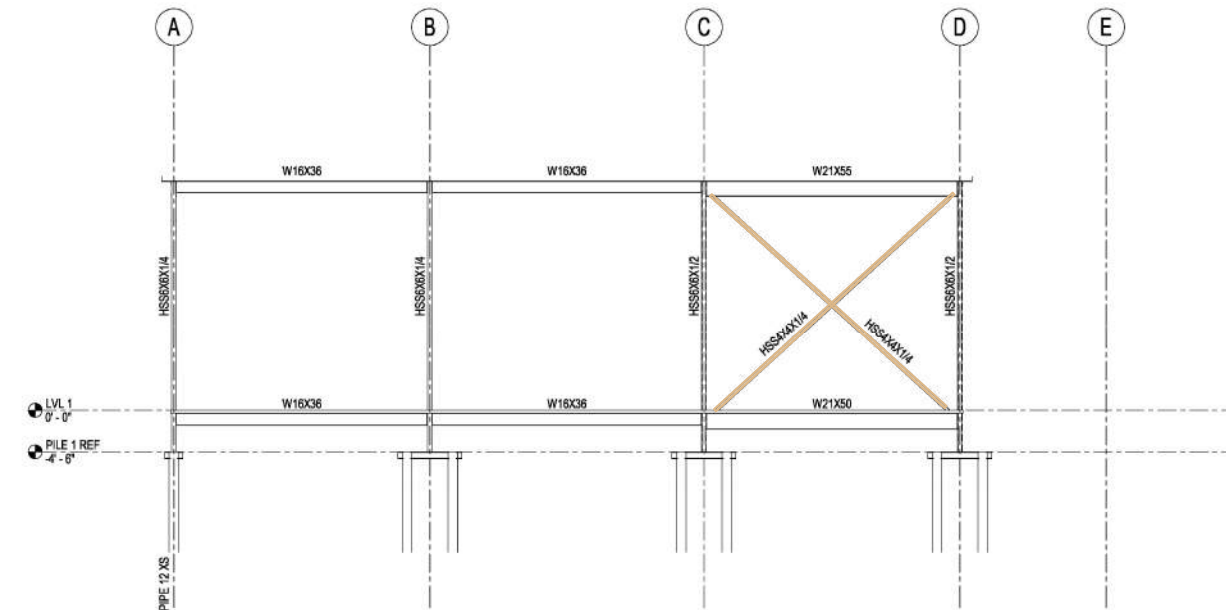
1 GRID 1 - BRACE ELEVATION
1/8" = 1'-0"



2 GRID 2 - BRACE ELEVATION
1/8" = 1'-0"



3 GRID 6 - BRACE ELEVATION
1/8" = 1'-0"



4 GRID 7 - BRACE ELEVATION
1/8" = 1'-0"

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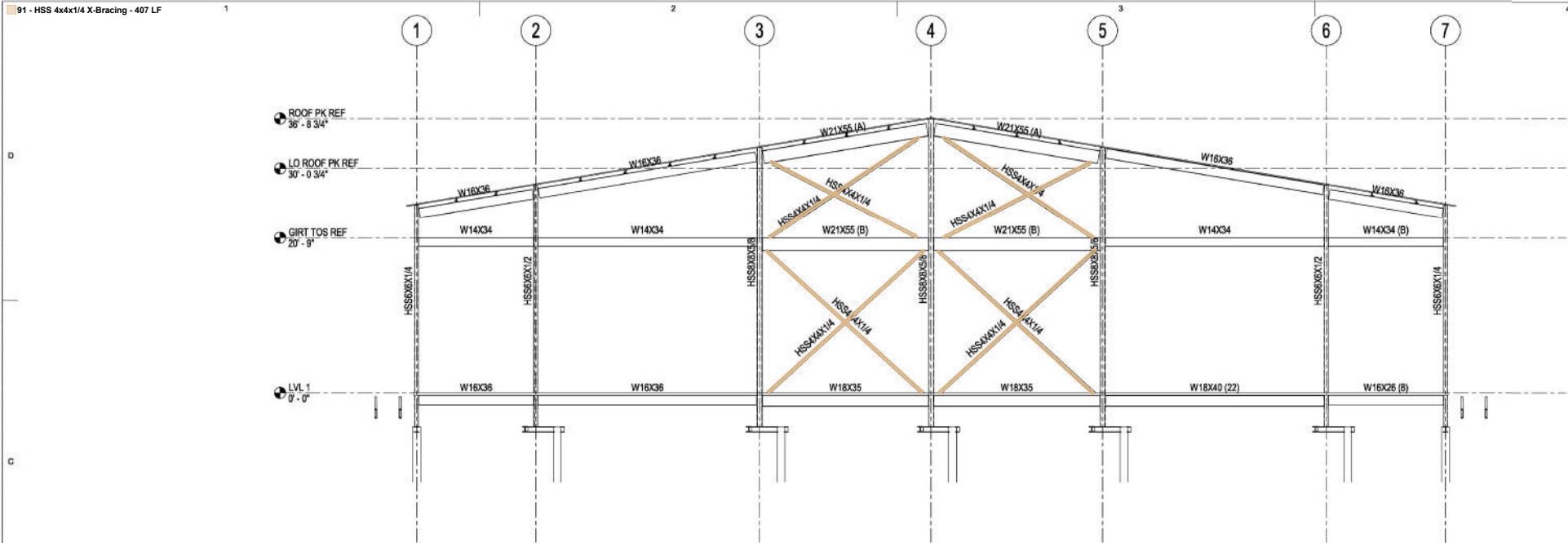
Revisions		
No.	Description	Date

Drawn by CMS	Date 10-04-2024
Checked GOL	Job No. 24048.01

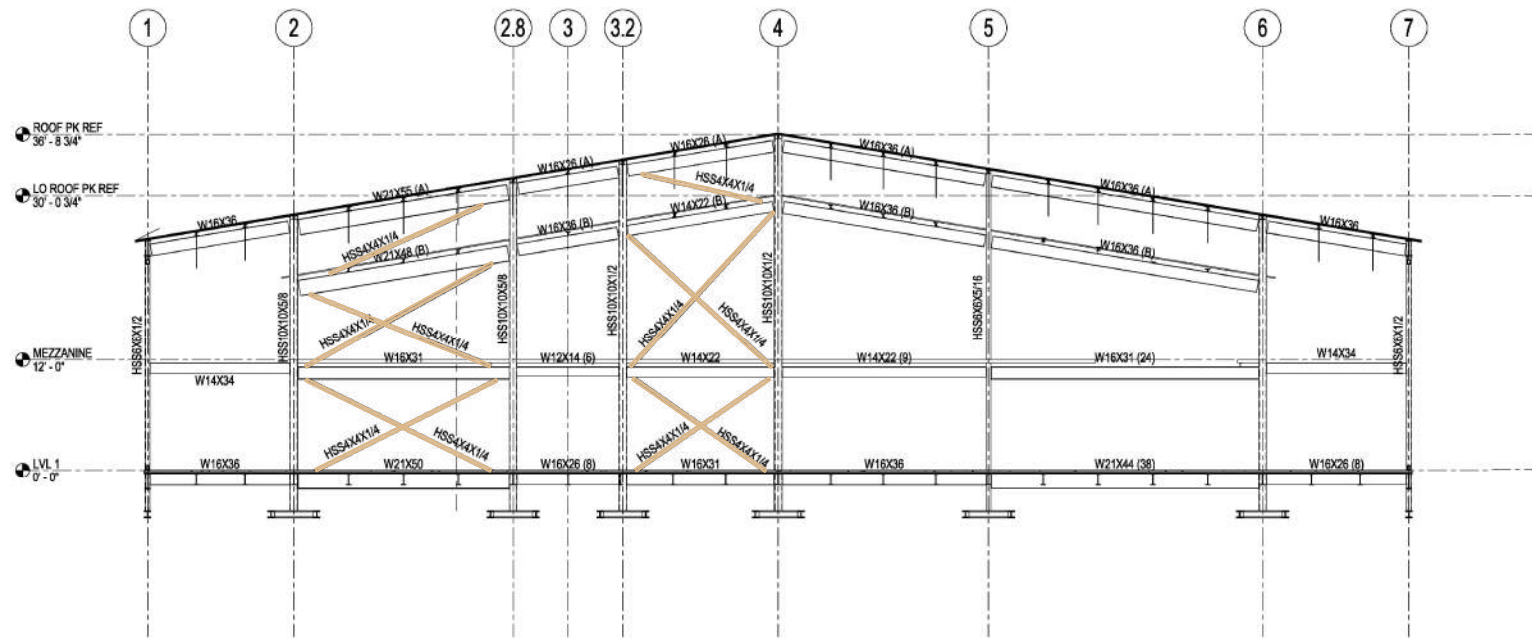
Sheet Contents BRACE FRAME ELEVATIONS
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Sheet No.
S201

Autodesk Docs/24048.01 Dowd Bethel YK Fitness Center Gym Expansion/24076 STRUCTURE THEL YK FITNESS CENTER GYM EXPANSION R23-14
Plot Date Time: 10/30/2024 2:18:47 PM



1 GRID A - BRACE ELEVATION
1/8" = 1'-0"



2 GRID D - BRACE ELEVATION
1/8" = 1'-0"

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Bethel YK Fitness Center Gym
Expansion
BETHEL, ALASKA

Revisions		
No.	Description	Date

Drawn by CMS	Date 10-04-2024
Checked GOL	Job No. 24048.01

Sheet Contents BRACE FRAME ELEVATIONS
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Sheet No.
S202

Autodesk Docs 124048.01 Dowd Bethel YK Fitness Center Gym Expansion 224078 STRUCT BETHEL YK FITNESS CENTER GYM EXPANSION R23-14
Plot Date Time: 10/30/2024 2:18:47 PM

91 - HSS 4x4x1/4 X-Bracing - 80 LF

1

2

3

4

2

2.8

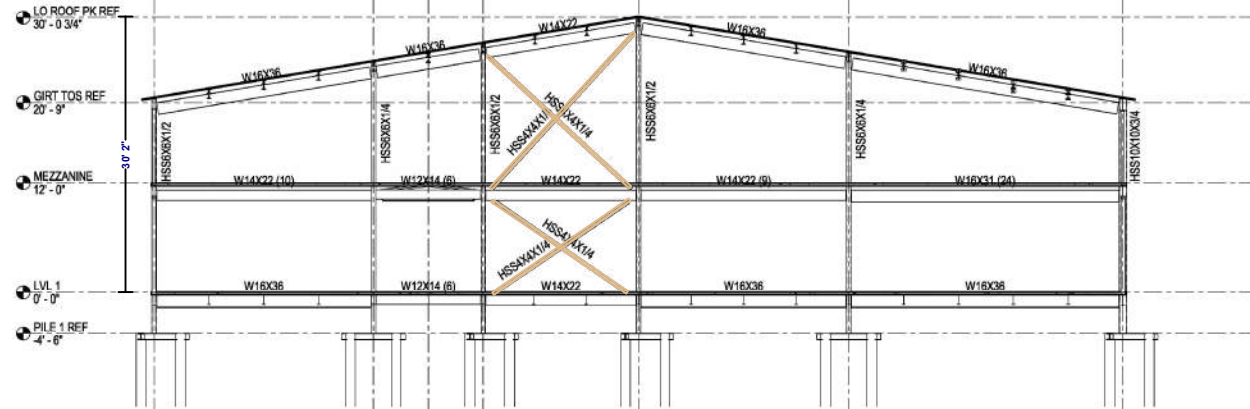
3

3.2

4

5

6



1 GRID E - BRACE ELEVATION
1/8" = 1'-0"

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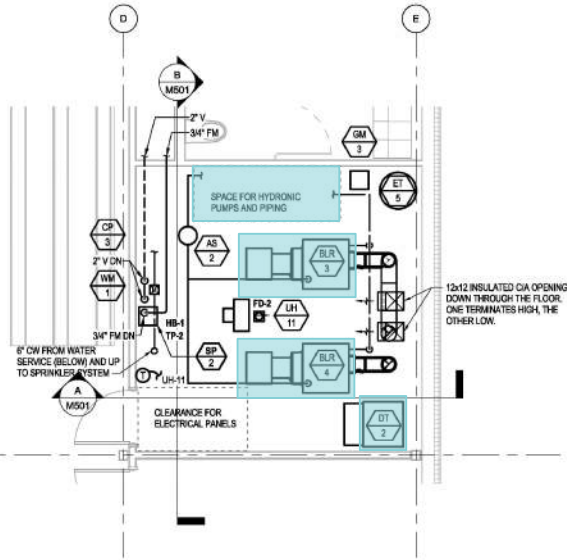
CITY OF BETHEL
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Revisions		
No.	Description	Date

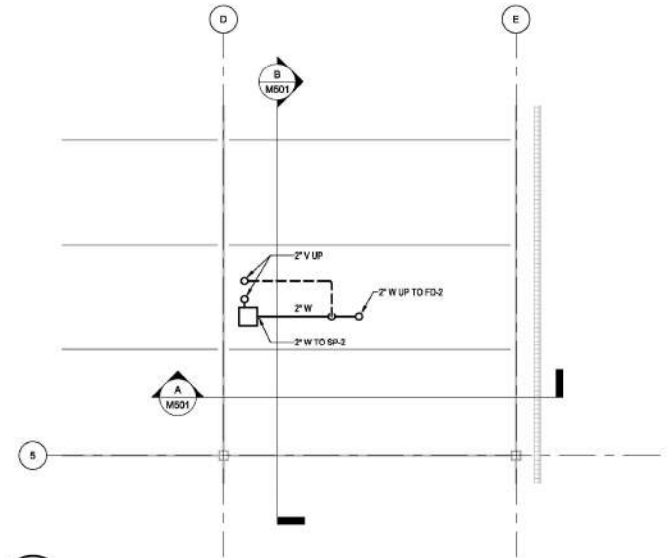
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Checked GOL	Job No. 24048.01

Sheet Contents BRACE FRAME ELEVATIONS
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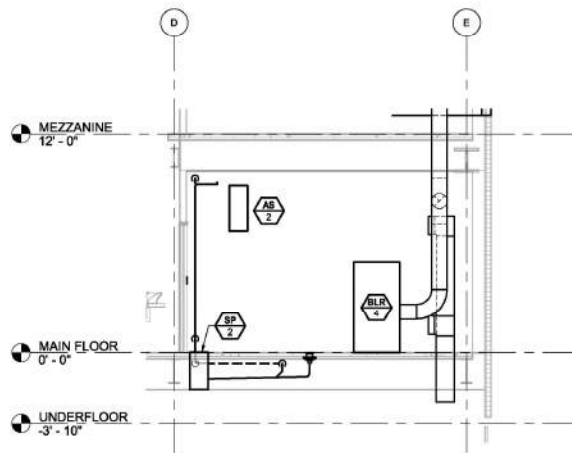
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S203



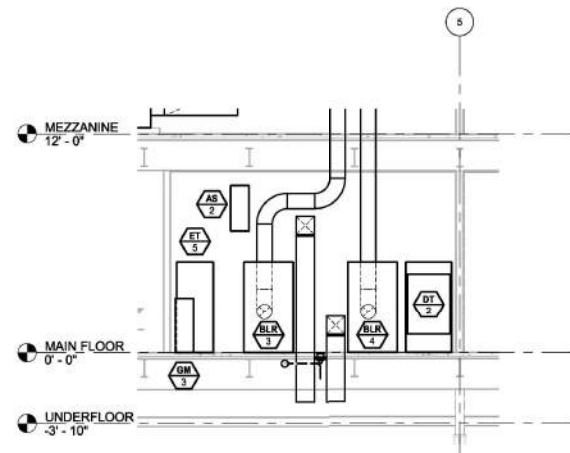
2 ENLARGED PLAN - BOILER ROOM - MECHANICAL
M501 SCALE: 1/4" = 1'-0"



1 ENLARGED UNDERFLOOR PLAN - BOILER ROOM - MECHANICAL
M501 SCALE: 1/4" = 1'-0"



A SECTION - BOILER ROOM - NORTH
M501 SCALE: 1/4" = 1'-0"



B SECTION - BOILER ROOM - EAST
M501 SCALE: 1/4" = 1'-0"

GENERAL NOTES

1. GENERAL NOTE
2. GENERAL NOTE
3. GENERAL NOTE

SHEET NOTES

1. SHEET NOTE
2. SHEET NOTE
3. SHEET NOTE



Bethel YK Fitness Center Gym Expansion BETHEL, ALASKA

Revisions		
No.	Description	Date

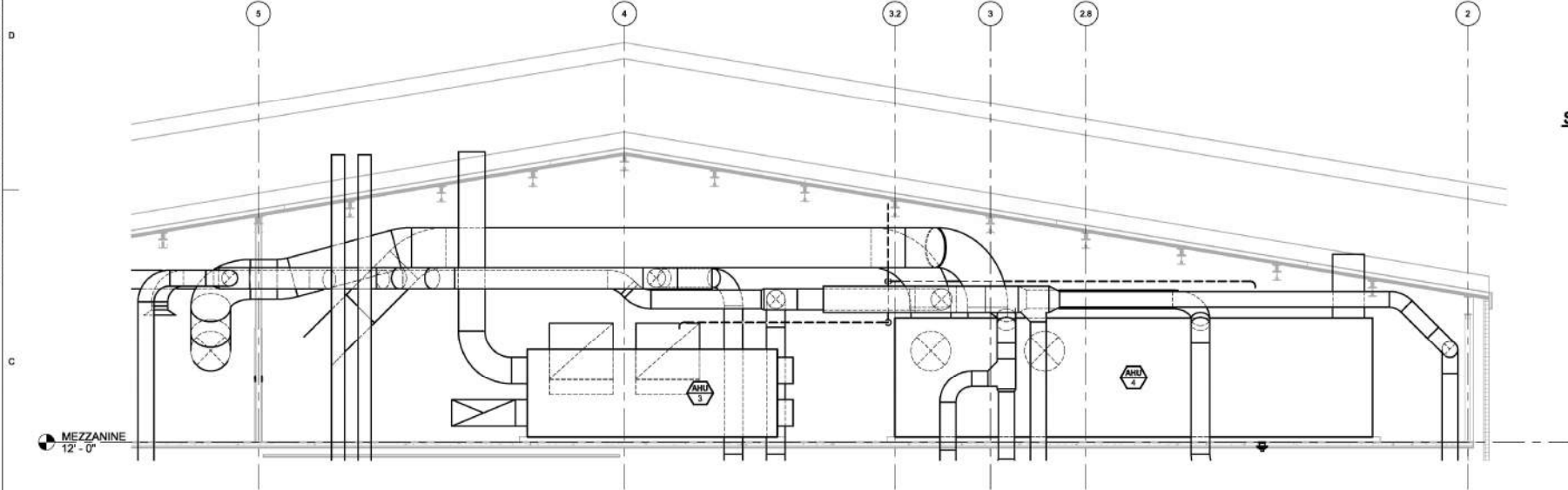
Drawn by M. LANGBERG	Date 10-04-2024
Checked M. LANGBERG	Job No. 24048.01

Sheet Contents ENLARGED PLANS AND SECTIONS - BOILER ROOM
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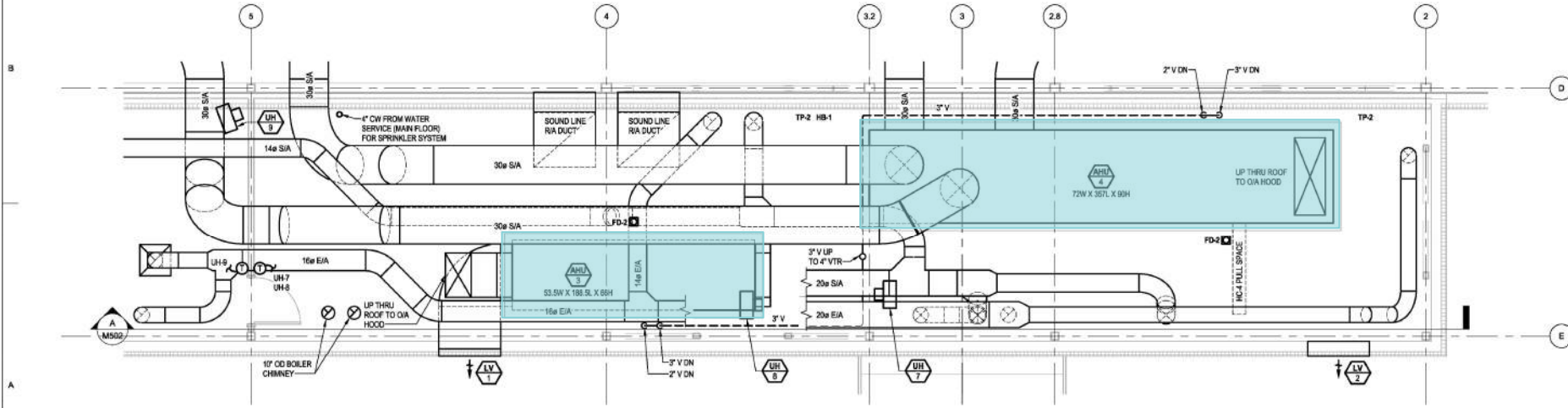
Sheet No.
M501

Autodesk Docs/24048.01 Bethel YK Fitness Center Gym Expansion/24048.01 MEP (AMC) v4

93 - 4" Concrete Housekeeping Pads - 310 SF



A SECTION - MEZZANINE
M502 SCALE: 1/4" = 1'-0"



1 ENLARGED MEZZ LEVEL PLAN - NORTH - MECHANICAL
M502 SCALE: 1/4" = 1'-0"

GENERAL NOTES

1. GENERAL NOTE
2. GENERAL NOTE
3. GENERAL NOTE

SHEET NOTES

1. SHEET NOTE
2. SHEET NOTE
3. SHEET NOTE

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Revisions		
No.	Description	Date

Drawn by M. LANGBERG	Date 10-04-2024
Checked M. LANGBERG	Job No. 24048.01

Sheet Contents ENLARGED PLANS AND SECTIONS - FAN ROOM

Sheet No.
M502

Plot Date Time: 10/22/2024 4:03:17 PM

CITY OF BETHEL

City Manager's Office



DATE ISSUED: November 14, 2024

ATTENTION: City of Bethel Governing Body

SUBJECT: Marijuana License Retail Store #18735 Renewal, Alaskabuds, LLC

STAFF SUMMARY:

On November 6, the Alcohol and Marijuana Control Office provided notice of a marijuana license retail store license renewal for store #18735 Alaskabuds, LLC, owned by Nick Miller, located at 660 Third Ave, Suite B, doing business as Alaskabuds, LLC. The City has until January 5, 2025 to protest the renewal.

In accordance with Bethel Municipal Code 5.10.020, the application was submitted for review as follows:

1. To the planning director or their designee to determine if the applicant has complied with the conditional use provisions of the Bethel Municipal Code;
2. To the finance director or their designee to determine whether the licensee or license transferee is delinquent in paying to the city any tax, assessment, business license fee, or fee or charge for utility service for the business and/or affiliate (as defined in 3 AAC 304.990) that operates or will operate under the liquor license.
3. To the police and fire chiefs to determine whether, in their opinion, there have been excessive calls for service, excessive numbers of convictions or arrests for unlawful activity at the license location, police or ambulance reports, reports of unlawful activity at the license location, or police, fire or ambulance dispatches to the license location.

After a review of the required items, Administration does not find the business to be out of compliance with planning requirements, business licensing, sales tax, or other fees or charges, and has not an excessive number of police for fire related calls to the location. The Administration has not found cause to protest the issuance of the renewal under BMC 5.10.020.

Sincerely,

Lori Strickler
Acting City Manager

CC:

Alaska Buds

Via email: alaskabuds@gmail.com



Alaska Marijuana Control Board

Form MJ-20: 2024-2025 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Alaskabuds, LLC	License Number:	18735		
License Type:	Retail Marijuana Store				
Doing Business As:	Alaskabuds, LLC				
Premises Address:	660 3rd Ave Suite B				
City:	Bethel	State:	Ak	ZIP:	99559

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Nick Miller
Title:	Owner



Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

gn

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

gm

I certify that a notice of violation has **not** been issued for this license between July 1, 2023 and June 30, 2024.

gm

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).

☐

**Form MJ-20: 2024-2025 Renewal Application Certifications****Section 5 – Certifications**

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

Initial this box if you are submitting an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

If multiple licenses are held, list all license numbers below:

13102, 10799, 10094

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Nick Miller

Printed name of licensee

Signature of licensee





Alaska Marijuana Control Board

Form MJ-20: 2024-2025 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Alaskabuds, LLC	License Number:	18735		
License Type:	Retail Marijuana Store				
Doing Business As:	Alaskabuds, LLC				
Premises Address:	660 3rd Ave Suite B				
City:	Bethel	State:	Ak	ZIP:	99559

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Tammy Miller
Title:	Owner



Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

TM

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

TM

I certify that a notice of violation has **not** been issued for this license between July 1, 2023 and June 30, 2024.

TM

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).

☐

**Form MJ-20: 2024-2025 Renewal Application Certifications****Section 5 – Certifications**

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

Initial this box if you are submitting an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

If multiple licenses are held, list all license numbers below:

13102, 10799, 10094

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Tammy Miller

Printed name of licensee

Signature of licensee





Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Alaskabuds, LLC	License Number:	18735
License Type:	Retail Marijuana Store		
Doing Business As:	ALASKABUDS, LLC		
Physical Address:	660 Third Ave, Suite B		
City:	Bethel	State:	AK
		Zip Code:	99559
Designated Licensee:	Nick Miller		
Email Address:	alaskabuds@gmail.com		

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	MJ-20 TAMMY + Nick Miller \$ 7600 # 100812915 RECEIVED JUN 26 2024 ALCOHOL MARIJUANA CONTROL OFFICE STATE OF ALASKA
-----------------	---

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
----------------	--	------------------------	--	----------------	--

License Number: 18735

License Status: Active-Operating

License Type: Retail Marijuana Store

Doing Business As: ALASKABUDS, LLC

Business License Number: 1032729

Designated Licensee: Nick Miller

Email Address: alaskabuds@gmail.com

Local Government: Bethel

Local Government 2:

Community Council:

Latitude, Longitude: 60.795332, -161.759882

Physical Address: 660 Third Ave, Suite B
Bethel, AK 99559
UNITED STATES

Licensee #1	Entity Official #1
Type: Entity	Type: Individual
Alaska Entity Number: 10036047	Name: Tammy Miller
Alaska Entity Name: Alaskabuds, LLC	SSN: [REDACTED]
Phone Number: 907-244-2125	Date of Birth: [REDACTED]
Email Address: alaskabuds@gmail.com	Phone Number: 907-244-2995
Mailing Address: PO Box 241521 Anchorage, AK 99524 UNITED STATES	Email Address: tmiller041@gmail.com
	Mailing Address: PO Box 241521 Anchorage, AK 99524 UNITED STATES

Entity Official #2
Type: Individual
Name: Nick Miller
SSN: [REDACTED]
Date of Birth: [REDACTED]
Phone Number: 907-244-2125
Email Address: alaskabuds@gmail.com
Mailing Address: PO Box 241521 Anchorage, AK 99524 UNITED STATES

Note: No affiliates entered for this license.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

November 6, 2024

From: marijuana.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: **Alaskabuds, LLC**
DBA: Alaskabuds, LLC
VIA email: alaskabuds@gmail.com
Local Government: Bethal
Via Email: Istrickler@cityofbethel.net cityclerk@cityofbethel.net
Community Council:
Via Email:
CC: n/a

Re: Retail Marijuana Store #18735 Combined Renewal Notice

License Number:	#18735
License Type:	Retail Marijuana Store
Licensee:	Alaskabuds, LLC
Doing Business As:	Alaskabuds, LLC
Physical Address:	660 Third Ave, Suite B Bethel, AK 99559
Designated Licensee:	Nick Miller
Phone Number:	907-244-2125
Email Address:	alaskabuds@gmail.com

☒ License Renewal Application ☐ Endorsement Renewal Application

Dear Licensee:

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2024/2025 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2).

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

AMCO has received a complete renewal application for the above listed license within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To object to the approval of this application pursuant to 3 AAC 306.065, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the objection within 30 days of the date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

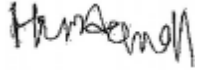
At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for

this license, the board will consider the application independently. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email marijuana.licensing@alaska.gov.

Sincerely,

Hunter Carrell

A handwritten signature in dark ink, appearing to read "Hunter Carrell", written over the printed name.

For Lizzie Kubitz, Acting Director
907-269-0350

City of Bethel Information Memorandum

Information Memo No.	IM 24-12		
Date introduced:	December 19, 2024	Introduced by:	Acting City Manager Strickler
Amended actions:			
Confirmed by:			

Title: Documentation that the Bethel City Council Received and Reviewed the Full Financial Budget Report and Water & Wastewater Activity Report for the Month of November 2024.

Attachment(s): (1) City of Bethel Full Financial Budget Report July 2024- November 2024 (2) Water & Wastewater Activity Report November 2024.

Summary Statement

The attached financial report contains data for the month of November 2024. The information contained therein, and the contents of the Water & Wastewater Activity Report are distributed to Bethel City Council members for their review. This information Memorandum documents the dissemination of this report to Bethel City Council members, as required by the Alaska Department of Commerce, Community and Economic Development, Division of Community and Regional Affairs, in their administration of the Best Practices protocol.

The process of preparing and submitting a monthly financial report and a water and wastewater activity report to City Council helps the City earn points on the Water and Sewer Utility Best Practices Operation and Maintenance Reports. The city must have a score of 60 or greater out of 100 points in order to be approved for funding from the Environmental Protection Agency (EPA) and the Alaska Department of Environmental Conservation (DEC). In other capital grants administered by DEC's Village Safe Water Program, the city's Best Practices score is an application scoring criterion.



City of Bethel - Public Works Department

Utilities Activity Report

FY25 - July 2024 thru June 2025

Public Works Director - William Arnold

	City Sub Water Treatment Plant										Bethel Heights Water Treatment Plant									
	Water				Chemical Usage					Fuel	Water				Chemical Usage					Fuel
	Plant Production (Gallons)	Hauled Water (Gallons)	Piped Water (Gallons)	Backwash Usage (Gallons)	Calcium Hypochlorite (lbs)	Polymer (mL)	Potassium Permanganate (lbs)	Disodium Phosphate (lbs)	Sodium Fluoride (lbs)	Fuel Delivered (gal)	Plant Production (Gallons)	Hauled Water (Gallons)	Piped Water (Gallons)	School Water (Gallons)	Backwash Usage (Gallons)	Calcium Hypochlorite (lbs)	Polymer (mL)	Potassium Permanganate (lbs)	Sodium Fluoride (lbs)	Fuel Delivered (gal)
July	6,261,289	1,701,000	1,880,040	204,000	800	6,570	200	57	50	2,338	4,650,145	425,180	3,985,452	7,900	191,000	900	4,050	190	50	0
August	6,610,277	1,800,000	1,858,870	288,000	600	6,750	200	56	50	2,202	4,074,614	478,810	2,764,349	77,600	197,000	800	3,960	159	0	0
September	5,801,522	1,373,000	1,952,051	277,000	400	7,020	153	49	0	2,212	4,044,903	727,710	2,270,507	92,100	198,000	700	3,690	158	0	0
October	6,220,665	1,542,000	2,003,990	273,000	500	6,750	200	57	100	2,467	4,667,745	703,800	4,364,732	153,200	336,000	900	1,530	163	50	0
November	6,152,024	1,242,000	2,276,940	298,000	400	6,300	170	59	50	2,818	6,066,187	998,900	4,243,251	115,500	239,000	700	4,600	163	50	0
December	874,836	141,000	335,717	39,000	100	900	40	7	0	0	0	0	0	0	0	0	0	0	0	0
January	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
February	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
March	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
April	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
May	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
June	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fiscal Year to Date Totals	31,920,613	7,799,000	10,307,608	1,379,000	2,800	34,290	963	285	250	12,037	23,503,594	3,334,400	17,628,291	446,300	1,161,000	4,000	17,830	833	150	0

Bethel Heights WTP	A LOT of MAJOR repairs needed to bring BHWTP into compliance with sanitary survey discrepencies. Upgrade Project at plant will be getting started soon. Conducted meeting with engineers, contractors and sub contractors last week of September. (CFORD). BHWTP Upgrade work is ongoing. During High Demand bypass tie in shutdown, allowed water to drain both out in the distribution loops and at the plant to allow work to continue. Discovered that both loop flows reversed under gravity and drained back to the plant through their supply. We found no functioning drain or isolation valves close to the plant to expedite the process. High demand bypass piping installed sanitized, and pressure tested. Awaiting TC results as of 11/27 at 9:00 AM. (SLEPPY)
City Sub WTP	Monthly water logs to ADEC on time. Total Coliform and Corrosion Control samples collected and sent for analysis. DBP2's for 3rd quarter also sent. Minor plant repairs and upgrades continuing. (CFORD). Pressure loss event in sewer glycol loop A occurred on 11/22/24. Discovered a major leak in the first manhole junction box nearest the plant. Heater hose and valves were severely corroded and leaking on both supply and return on loop A. Leak was repaired, pressure restored and glycol added to loop. (SLEPPY)
Sewer Lagoon	No lagoon activities.
Piped Sewer	5 alarms on residential lift stations were responded to, requiring 4 repairs.
Piped Water	Monthly meter readings and service connections/ shutoffs completed.
Other	Currently have 2 vacancies in maintenance. 1 water treatment operator has been hired and is being trained. 3 interviews were held for maintenance positions, with 1 request to hire submitted.

Prepared by - WTC Coordinator

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
100-40-4300	TAX - SALES	2,134,840.97	2,134,840.97	8,400,000.00	6,265,159.03	25.4
100-40-4301	PENALTIES & INT - SALES TAX	17,988.60	17,988.60	160,000.00	142,011.40	11.2
100-40-4310	TAX - TRANSIENT LODGING	249,714.85	249,714.85	512,000.00	262,285.15	48.8
100-40-4320	CIGARETTE AND TOBACCO TAX	203,852.49	203,852.49	620,000.00	416,147.51	32.9
100-40-4322	MARIJUANA TAX	292,759.07	292,759.07	850,000.00	557,240.93	34.4
100-40-4330	TAX - ALCOHOL USE	133,189.37	133,189.37	430,000.00	296,810.63	31.0
100-40-4340	TAX - MOTOR VEH REGISTRATION	20,380.44	20,380.44	47,000.00	26,619.56	43.4
100-40-4342	AK REMOTE SELLER SALES TAX	361,028.99	361,028.99	650,000.00	288,971.01	55.5
	<u>TOTAL TAXES</u>	<u>3,413,754.78</u>	<u>3,413,754.78</u>	<u>11,669,000.00</u>	<u>8,255,245.22</u>	<u>29.3</u>
	<u>STATE & FEDERAL REVENUES</u>					
100-42-4102	PILT PROGRAM - STATE	1,106,744.41	1,106,744.41	950,000.00	(156,744.41)	116.5
100-42-4201	SOA - JURY DUTY REIMBURSEMENT	250.00	250.00	.00	(250.00)	.0
100-42-4203	COMMUNITY DIVIDEND	149,258.13	149,258.13	150,500.00	1,241.87	99.2
100-42-4204	PERS ON BEHALF	.00	.00	400,000.00	400,000.00	.0
100-42-4345	SOA ELECTRIC CO-OP TAX SHARE	20,896.88	20,896.88	20,000.00	(896.88)	104.5
	<u>TOTAL STATE & FEDERAL REVENUES</u>	<u>1,277,149.42</u>	<u>1,277,149.42</u>	<u>1,520,500.00</u>	<u>243,350.58</u>	<u>84.0</u>
	<u>CHARGES FOR SERVICES</u>					
100-43-4374	AMBULANCE REVENUE	55,365.39	55,365.39	160,000.00	104,634.61	34.6
100-43-4379	POLICE DEPT MISC FEES	85.00	85.00	2,000.00	1,915.00	4.3
	<u>TOTAL CHARGES FOR SERVICES</u>	<u>55,450.39</u>	<u>55,450.39</u>	<u>162,000.00</u>	<u>106,549.61</u>	<u>34.2</u>
	<u>LICENSES, PERMITS & FEES</u>					
100-45-4341	GAMING TAX	257,822.32	257,822.32	420,000.00	162,177.68	61.4
100-45-4377	PARKS & REC JULY 4TH FEES	550.00	550.00	800.00	250.00	68.8
100-45-4500	TAXI PERMITS	59,005.00	59,005.00	145,000.00	85,995.00	40.7
100-45-4502	BUSINESS LICENSES	23,600.00	23,600.00	32,000.00	8,400.00	73.8
100-45-4504	ANIMAL CONTROL LICENSES	1,459.00	1,459.00	2,200.00	741.00	66.3
100-45-4510	PLANNING FEES	5,225.00	5,225.00	5,000.00	(225.00)	104.5
100-45-4511	PLAT/RECORDING FEES	1,460.00	1,460.00	100.00	(1,360.00)	1460.0
100-45-4512	SITE REVIEWS	720.00	720.00	17,000.00	16,280.00	4.2
100-45-4559	MISC PERMITS/LICENSES/FEE	2,118.00	2,118.00	11,000.00	8,882.00	19.3
	<u>TOTAL LICENSES, PERMITS & FEES</u>	<u>351,959.32</u>	<u>351,959.32</u>	<u>633,100.00</u>	<u>281,140.68</u>	<u>55.6</u>

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS</u>					
100-49-4202	SOA COURT FINES/FEES	6,503.00	6,503.00	12,000.00	5,497.00	54.2
100-49-4361	100 YRS PUBLICATION	.00	.00	30.00	30.00	.0
100-49-4362	PC TICKETS	1,017.89	1,017.89	8,000.00	6,982.11	12.7
100-49-4379	POLICE DEPT MISC	2,783.00	2,783.00	6,000.00	3,217.00	46.4
100-49-4439	MISCELLANEOUS REVENUE	2,314.55	2,314.55	30,000.00	27,685.45	7.7
100-49-4566	CLEANUP GREENUP DONATIONS	.00	.00	150.00	150.00	.0
100-49-4590	INVESTMENT INCOME	427,374.68	427,374.68	650,000.00	222,625.32	65.8
100-49-9482	SNOW REMOVAL	.00	.00	32,000.00	32,000.00	.0
	<u>TOTAL MISCELLANEOUS</u>	<u>439,993.12</u>	<u>439,993.12</u>	<u>738,180.00</u>	<u>298,186.88</u>	<u>59.6</u>
	 <u>TOTAL FUND REVENUE</u>	 <u>5,538,307.03</u>	 <u>5,538,307.03</u>	 <u>14,722,780.00</u>	 <u>9,184,472.97</u>	 <u>37.6</u>

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
100-51-6000 SALARIES	71,359.20	71,359.20	382,261.00	310,901.80	18.7
100-51-6002 RELOCATION EXPENSES	.00	.00	15,000.00	15,000.00	.0
100-51-6003 RECRUITMENT COSTS	5,400.00	5,400.00	20,000.00	14,600.00	27.0
100-51-6010 OVERTIME	80.94	80.94	2,000.00	1,919.06	4.1
100-51-6023 LEAVE CASHOUT	.00	.00	17,252.00	17,252.00	.0
100-51-6030 SOCIAL SECURITY EXPENSE	1,112.61	1,112.61	2,432.00	1,319.39	45.8
100-51-6031 PAYABLE MEDICARE FICA	1,034.07	1,034.07	5,572.00	4,537.93	18.6
100-51-6032 UNEMPLOYMENT	5,348.76	5,348.76	2,841.00	(2,507.76)	188.3
100-51-6033 WORKERS' COMPENSATION	107.40	107.40	993.00	885.60	10.8
100-51-6034 PERS	11,761.72	11,761.72	75,907.00	64,145.28	15.5
100-51-6040 EMPLOYEE GROUP BENEFITS	4,805.82	4,805.82	54,288.00	49,482.18	8.9
100-51-6041 UTILITY BENEFIT	1,729.71	1,729.71	9,120.00	7,390.29	19.0
100-51-6044 YK FITNESS CENTER MEMBERSHIP	40,000.00	40,000.00	40,000.00	.00	100.0
100-51-6060 TRAVEL/TRAINING	6,121.54	6,121.54	10,000.00	3,878.46	61.2
100-51-6100 SUPPLIES	2,221.66	2,221.66	7,000.00	4,778.34	31.7
100-51-6150 GASOLINE/DIESEL/OIL	.00	.00	500.00	500.00	.0
100-51-6153 HEATING FUEL	5,067.25	5,067.25	25,000.00	19,932.75	20.3
100-51-6155 WATER/SEWER/GARBAGE	8,458.38	8,458.38	13,100.00	4,641.62	64.6
100-51-6160 ELECTRICITY	7,081.23	7,081.23	24,150.00	17,068.77	29.3
100-51-6170 TELEPHONE	1,469.51	1,469.51	7,500.00	6,030.49	19.6
100-51-6171 STAFF CELLULAR PHONES	484.55	484.55	2,500.00	2,015.45	19.4
100-51-6200 MINOR EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
100-51-6230 VEHICLE MAINT/REPAIR	306.85	306.85	1,111.00	804.15	27.6
100-51-6320 OTHER PROFESSIONAL FEES	200.00	200.00	38,000.00	37,800.00	.5
100-51-6325 CONSULTING FEES	.00	.00	20,000.00	20,000.00	.0
100-51-6333 JANITORIAL	7,090.50	7,090.50	15,000.00	7,909.50	47.3
100-51-6335 OTHER PURCHASED SERVICES	35,057.50	35,057.50	34,000.00	(1,057.50)	103.1
100-51-6400 INSURANCE	6,214.32	6,214.32	21,000.00	14,785.68	29.6
100-51-6401 INSURANCE-DED EXP & OTHER	.00	.00	10,000.00	10,000.00	.0
100-51-6430 ALLOWANCE FOR SPECIAL EVENTS	.00	.00	20,000.00	20,000.00	.0
100-51-6500 DRUG TESTING/BCKGRND CKS	1,846.60	1,846.60	10,000.00	8,153.40	18.5
100-51-6502 ADVERTISING	1,638.00	1,638.00	2,500.00	862.00	65.5
100-51-6503 DUES & SUBSCRIPTIONS	.00	.00	2,000.00	2,000.00	.0
100-51-6506 POSTAGE	17.25	17.25	1,000.00	982.75	1.7
100-51-6539 MISCELLANEOUS EXPENSES	(176.03)	(176.03)	1,500.00	1,676.03	(11.7)
100-51-6700 INDIRECT COST RECOVERY	(84,697.27)	(84,697.27)	373,986.00	458,683.27	(22.7)
100-51-6711 ADMIN OVERHEAD-IT SVCS	13,280.39	13,280.39	40,438.00	27,157.61	32.8
100-51-6890 CAPITAL EXPENDITURES	1,367.36	1,367.36	.00	(1,367.36)	.0
TOTAL ADMINISTRATION	155,789.82	155,789.82	1,308,951.00	1,153,161.18	11.9

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CITY CLERKS OFFICE</u>					
100-52-6000 SALARIES	90,383.52	90,383.52	221,339.00	130,955.48	40.8
100-52-6023 LEAVE CASHOUT / PAYOUT	6,317.60	6,317.60	11,067.00	4,749.40	57.1
100-52-6031 PAYABLE MEDICARE FICA	1,386.18	1,386.18	3,209.00	1,822.82	43.2
100-52-6032 UNEMPLOYMENT	193.39	193.39	1,420.00	1,226.61	13.6
100-52-6033 WORKERS' COMPENSATION	61.84	61.84	572.00	510.16	10.8
100-52-6034 P.E.R.S.	19,884.38	19,884.38	48,695.00	28,810.62	40.8
100-52-6040 EMPLOYEE GROUP BENEFITS	20,350.88	20,350.88	36,192.00	15,841.12	56.2
100-52-6041 UTILITY BENEFIT	2,995.16	2,995.16	9,120.00	6,124.84	32.8
100-52-6060 TRAVEL/TRAINING-COUNCIL	2,486.51	2,486.51	19,000.00	16,513.49	13.1
100-52-6061 TRAVEL/TRAINING	623.00	623.00	9,300.00	8,677.00	6.7
100-52-6100 SUPPLIES-CLERK	437.32	437.32	500.00	62.68	87.5
100-52-6101 SUPPLIES-COUNCIL	.00	.00	500.00	500.00	.0
100-52-6171 STAFF CELLULAR PHONES	303.25	303.25	1,750.00	1,446.75	17.3
100-52-6321 LEGAL FEES	.00	.00	5,000.00	5,000.00	.0
100-52-6335 OTHER PURCHASED SERVICES	20,158.76	20,158.76	29,520.00	9,361.24	68.3
100-52-6430 ALLOWANCE FOR SPECIAL EVENTS	.00	.00	600.00	600.00	.0
100-52-6503 DUES & SUBSCRIPTIONS	7,208.20	7,208.20	7,700.00	491.80	93.6
100-52-6505 ELECTION EXPENSES	7,690.46	7,690.46	18,900.00	11,209.54	40.7
100-52-6507 DONATIONS & AWARDS	606.96	606.96	800.00	193.04	75.9
100-52-6700 INDRIECT COST RECOVERY	(86,428.85)	(86,428.85)	229,151.00	315,579.85	(37.7)
100-52-6711 ADMIN OVERHEAD-IT SVCS	10,876.41	10,876.41	33,118.00	22,241.59	32.8
TOTAL CITY CLERKS OFFICE	105,534.97	105,534.97	687,453.00	581,918.03	15.4

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
FINANCE					
100-53-6000 SALARIES	157,109.28	157,109.28	605,274.00	448,164.72	26.0
100-53-6010 OVERTIME	4,063.32	4,063.32	21,000.00	16,936.68	19.4
100-53-6023 LEAVE CASHOUT	.00	.00	11,846.00	11,846.00	.0
100-53-6031 PAYABLE MEDICARE FICA	2,430.65	2,430.65	9,081.00	6,650.35	26.8
100-53-6032 UNEMPLOYMENT	562.99	562.99	5,149.00	4,586.01	10.9
100-53-6033 WORKERS' COMPENSATION	175.00	175.00	1,618.00	1,443.00	10.8
100-53-6034 PERS	35,457.99	35,457.99	137,780.00	102,322.01	25.7
100-53-6040 EMPLOYEE GROUP BENEFITS	29,534.85	29,534.85	131,196.00	101,661.15	22.5
100-53-6041 UTILITY BENEFIT	6,331.85	6,331.85	33,060.00	26,728.15	19.2
100-53-6060 TRAVEL/TRAINING	2,611.35	2,611.35	20,000.00	17,388.65	13.1
100-53-6100 SUPPLIES	3,840.56	3,840.56	16,000.00	12,159.44	24.0
100-53-6150 GASOLINE/DIESEL/OIL	211.02	211.02	1,200.00	988.98	17.6
100-53-6170 TELEPHONE	16.70	16.70	100.00	83.30	16.7
100-53-6171 STAFF CELLULAR PHONES	298.92	298.92	1,750.00	1,451.08	17.1
100-53-6200 MINOR EQUIPMENT	1,167.81	1,167.81	8,000.00	6,832.19	14.6
100-53-6230 VEHICLE MAINT/REPAIR	611.77	611.77	2,215.00	1,603.23	27.6
100-53-6231 VEHICLE PARTS & TOOLS	19.78	19.78	.00	(19.78)	.0
100-53-6310 ADMIN-OUTSOURCED SERVICES	.00	.00	90,000.00	90,000.00	.0
100-53-6311 AUDITING EXPENSE	16,326.19	16,326.19	205,500.00	189,173.81	7.9
100-53-6331 HARDWARE/SOFTWARE SUPPORT	18,736.00	18,736.00	32,904.00	14,168.00	56.9
100-53-6335 OTHER PROFESSIONAL FEES	122,019.52	122,019.52	250,000.00	127,980.48	48.8
100-53-6400 INSURANCE	2,101.04	2,101.04	7,100.00	4,998.96	29.6
100-53-6502 ADVERTISING	.00	.00	2,500.00	2,500.00	.0
100-53-6503 DUES & SUBSCRIPTIONS	414.00	414.00	5,000.00	4,586.00	8.3
100-53-6506 POSTAGE	58.70	58.70	.00	(58.70)	.0
100-53-6530 FINANCE CHARGES/PENALTIES	450.49	450.49	300.00	(150.49)	150.2
100-53-6531 BANK CHARGES	19,251.81	19,251.81	52,000.00	32,748.19	37.0
100-53-6532 CASH OVER/SHORT	.00	.00	500.00	500.00	.0
100-53-6533 IRS PENALTIES AND INTEREST	.00	.00	2,000.00	2,000.00	.0
100-53-6539 MISCELLANEOUS EXPENSES	2,828.21	2,828.21	4,000.00	1,171.79	70.7
100-53-6700 INDIRECT COST RECOVERY	(201,939.77)	(201,939.77)	608,829.00	810,768.77	(33.2)
100-53-6711 ADMIN OVERHEAD-IT SVCS	10,876.41	10,876.41	33,118.00	22,241.59	32.8
TOTAL FINANCE	235,566.44	235,566.44	2,299,020.00	2,063,453.56	10.3

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING</u>					
100-54-6000 SALARIES	60,243.60	60,243.60	160,880.00	100,636.40	37.5
100-54-6010 OVERTIME	206.08	206.08	.00	(206.08)	.0
100-54-6023 LEAVE CASHOUT	.00	.00	2,589.00	2,589.00	.0
100-54-6031 PAYABLE MEDICARE FICA	916.27	916.27	2,333.00	1,416.73	39.3
100-54-6032 UNEMPLOYMENT	141.48	141.48	2,864.00	2,722.52	4.9
100-54-6033 WORKERS' COMPENSATION	44.96	44.96	206.00	161.04	21.8
100-54-6034 PERS	13,298.94	13,298.94	35,394.00	22,095.06	37.6
100-54-6040 EMPLOYEE GROUP BENEFITS	19,848.13	19,848.13	36,192.00	16,343.87	54.8
100-54-6041 UTILITY BENEFIT	2,877.13	2,877.13	9,120.00	6,242.87	31.6
100-54-6061 TRAVEL/TRAINING	.00	.00	15,000.00	15,000.00	.0
100-54-6100 SUPPLIES	218.50	218.50	4,500.00	4,281.50	4.9
100-54-6103 WEARING APPAREL	.00	.00	400.00	400.00	.0
100-54-6150 GASOLINE/DIESEL/OIL	550.72	550.72	1,500.00	949.28	36.7
100-54-6153 HEATING FUEL	.00	.00	3,402.00	3,402.00	.0
100-54-6155 WATER/SEWER/GARBAGE	.00	.00	760.00	760.00	.0
100-54-6160 ELECTRICITY	.00	.00	3,930.00	3,930.00	.0
100-54-6170 TELEPHONE	6.68	6.68	50.00	43.32	13.4
100-54-6171 STAFF CELLULAR PHONES	149.46	149.46	750.00	600.54	19.9
100-54-6200 MINOR EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
100-54-6230 VEHICLE MAINT/REPAIR	468.76	468.76	1,661.00	1,192.24	28.2
100-54-6231 VEHICLE PARTS & TOOLS	98.54	98.54	1,000.00	901.46	9.9
100-54-6320 OTHER PROFESSIONAL FEES	9,577.50	9,577.50	50,000.00	40,422.50	19.2
100-54-6502 ADVERTISING	.00	.00	3,000.00	3,000.00	.0
100-54-6503 DUES & SUBSCRIPTIONS	.00	.00	1,000.00	1,000.00	.0
100-54-6539 MISCELLANEOUS EXPENSES	.00	.00	5,000.00	5,000.00	.0
100-54-6711 ADMIN OVERHEAD-IT SVCS	10,876.41	10,876.41	33,118.00	22,241.59	32.8
100-54-9694 COMPREHENSIVE PLAN	.00	.00	26,770.60	26,770.60	.0
TOTAL PLANNING	119,523.16	119,523.16	402,419.60	282,896.44	29.7

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TECHNOLOGY DEPARTMENTS</u>					
100-55-6032 UNEMPLOYMENT	171.55	171.55	.00	(171.55)	.0
100-55-6033 WORKERS' COMPENSATION	55.88	55.88	.00	(55.88)	.0
100-55-6040 EMPLOYEE GROUP BENEFITS	434.14	434.14	.00	(434.14)	.0
100-55-6060 TRAVEL/TRAINING	.00	.00	10,000.00	10,000.00	.0
100-55-6100 SUPPLIES	86.88	86.88	7,000.00	6,913.12	1.2
100-55-6150 GASOLINE/DIESEL/OIL	254.75	254.75	4,000.00	3,745.25	6.4
100-55-6171 STAFF CELLULAR PHONES	528.30	528.30	45,000.00	44,471.70	1.2
100-55-6179 CONNECTIVITY SERVICES	130,537.73	130,537.73	350,000.00	219,462.27	37.3
100-55-6200 MINOR EQUIPMENT	.00	.00	30,000.00	30,000.00	.0
100-55-6210 EQUIPMENT RENTAL	38,569.55	38,569.55	220,000.00	181,430.45	17.5
100-55-6230 VEHICLE MAINT/REPAIR	917.53	917.53	3,322.00	2,404.47	27.6
100-55-6231 VEHICLE PARTS & TOOLS	2,797.77	2,797.77	3,000.00	202.23	93.3
100-55-6320 OTHER PROFESSIONAL FEES	28,305.72	28,305.72	204,712.00	176,406.28	13.8
100-55-6331 HARDWARE/SOFTWARE SUPPORT	92,849.27	92,849.27	115,000.00	22,150.73	80.7
100-55-6335 OTHER PURCHASED SERVICES	2,092.67	2,092.67	10,000.00	7,907.33	20.9
100-55-6400 INSURANCE	2,654.12	2,654.12	8,969.00	6,314.88	29.6
100-55-6539 MISCELLANEOUS EXPENSES	.00	.00	2,000.00	2,000.00	.0
100-55-6700 INDIRECT COST RECOVERY	(234,280.11)	(234,280.11)	(746,489.00)	(512,208.89)	(31.4)
100-55-6711 ADMIN OVERHEAD-IT SVCS	.00	.00	33,118.00	33,118.00	.0
100-55-6890 CAPITAL EXPENDITURES	.00	.00	100,000.00	100,000.00	.0
TOTAL TECHNOLOGY DEPARTMENTS	65,975.75	65,975.75	399,632.00	333,656.25	16.5
<u>CITY ATTORNEY'S OFFICE</u>					
100-56-6000 SALARIES	59,017.30	59,017.30	157,813.00	98,795.70	37.4
100-56-6023 LEAVE CASHOUT	.00	.00	3,156.00	3,156.00	.0
100-56-6031 PAYABLE MEDICARE FICA	849.25	849.25	2,288.00	1,438.75	37.1
100-56-6032 UNEMPLOYMENT	138.19	138.19	2,809.00	2,670.81	4.9
100-56-6033 WORKERS' COMPENSATION	44.12	44.12	103.00	58.88	42.8
100-56-6034 PERS	12,983.80	12,983.80	34,719.00	21,735.20	37.4
100-56-6040 EMPLOYEE GROUP BENEFITS	14,080.36	14,080.36	18,096.00	4,015.64	77.8
100-56-6060 TRAVEL/TRAINING	2,541.96	2,541.96	12,000.00	9,458.04	21.2
100-56-6100 SUPPLIES	.00	.00	300.00	300.00	.0
100-56-6171 STAFF CELLULAR PHONES	149.46	149.46	800.00	650.54	18.7
100-56-6320 OTHER PROFESSIONAL FEES	.00	.00	20,000.00	20,000.00	.0
100-56-6321 LEGAL FEES	210.00	210.00	15,000.00	14,790.00	1.4
100-56-6335 OTHER PURCHASED SERVICES	2,797.70	2,797.70	7,000.00	4,202.30	40.0
100-56-6400 INSURANCE	710.20	710.20	2,400.00	1,689.80	29.6
100-56-6503 DUES & SUBSCRIPTIONS	50.00	50.00	1,000.00	950.00	5.0
100-56-6539 MISCELLANEOUS EXPENSES	11.21	11.21	1,200.00	1,188.79	.9
100-56-6700 INDIRECT COST RECOVERY	(17,660.38)	(17,660.38)	(59,185.00)	(41,524.62)	(29.8)
100-56-6711 ADMIN OVERHEAD-IT SVCS	5,661.53	5,661.53	17,239.00	11,577.47	32.8
TOTAL CITY ATTORNEY'S OFFICE	81,584.70	81,584.70	236,738.00	155,153.30	34.5

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE DEPARTMENT</u>					
100-60-6000 SALARIES	210,048.86	210,048.86	856,863.00	646,814.14	24.5
100-60-6010 FLSA OVERTIME	54,659.70	54,659.70	150,000.00	95,340.30	36.4
100-60-6011 CALL BACK OVERTIME	23,883.93	23,883.93	75,000.00	51,116.07	31.9
100-60-6022 HOLIDAY PAY	.00	.00	20,800.00	20,800.00	.0
100-60-6023 LEAVE CASHOUT	.00	.00	60,484.00	60,484.00	.0
100-60-6030 SOCIAL SECURITY EXPENSE	399.95	399.95	1,290.00	890.05	31.0
100-60-6031 PAYABLE MEDICARE FICA	4,667.27	4,667.27	16,134.00	11,466.73	28.9
100-60-6032 UNEMPLOYMENT	833.67	833.67	8,523.00	7,689.33	9.8
100-60-6033 WORKERS' COMPENSATION	5,572.88	5,572.88	28,735.00	23,162.12	19.4
100-60-6034 PERS	68,266.56	68,266.56	227,514.00	159,247.44	30.0
100-60-6040 EMPLOYEE GROUP BENEFITS	40,705.82	40,705.82	217,152.00	176,446.18	18.8
100-60-6041 UTILITY BENEFIT	12,363.07	12,363.07	54,720.00	42,356.93	22.6
100-60-6060 TRAVEL/TRAINING	11,200.88	11,200.88	59,800.00	48,599.12	18.7
100-60-6100 SUPPLIES	14,824.93	14,824.93	27,400.00	12,575.07	54.1
100-60-6103 WEARING APPAREL	8,124.31	8,124.31	20,800.00	12,675.69	39.1
100-60-6150 GASOLINE/DIESEL/OIL	6,738.54	6,738.54	16,400.00	9,661.46	41.1
100-60-6153 HEATING FUEL	6,211.80	6,211.80	40,000.00	33,788.20	15.5
100-60-6155 WATER/SEWER/GARBAGE	8,837.83	8,837.83	11,600.00	2,762.17	76.2
100-60-6160 ELECTRICITY	6,712.91	6,712.91	25,300.00	18,587.09	26.5
100-60-6170 TELEPHONE	486.88	486.88	2,400.00	1,913.12	20.3
100-60-6171 STAFF CELLULAR PHONES	685.23	685.23	4,000.00	3,314.77	17.1
100-60-6200 MINOR EQUIPMENT	3,990.50	3,990.50	23,700.00	19,709.50	16.8
100-60-6230 VEHICLE MAINT/REPAIR	5,505.45	5,505.45	19,933.00	14,427.55	27.6
100-60-6231 VEHICLE PARTS & TOOLS	17,306.16	17,306.16	32,000.00	14,693.84	54.1
100-60-6240 PROPERTY MAINT	2,007.74	2,007.74	30,000.00	27,992.26	6.7
100-60-6335 OTHER PURCHASED SERVICES	35.00	35.00	31,000.00	30,965.00	.1
100-60-6400 INSURANCE	31,959.32	31,959.32	108,000.00	76,040.68	29.6
100-60-6502 ADVERTISING	.00	.00	5,000.00	5,000.00	.0
100-60-6503 DUES & SUBSCRIPTIONS	682.24	682.24	15,200.00	14,517.76	4.5
100-60-6530 FINANCE CHARGES/PENALTIES	.00	.00	500.00	500.00	.0
100-60-6534 COLLECTION/SMALL CLAIMS	33,994.64	33,994.64	31,200.00	(2,794.64)	109.0
100-60-6537 FIRE PREVENTION PROGRAM	7,426.44	7,426.44	7,500.00	73.56	99.0
100-60-6539 MISCELLANEOUS EXPENSES	2,292.00	2,292.00	1,500.00	(792.00)	152.8
100-60-6711 ADMIN OVERHEAD-IT SVCS	10,876.41	10,876.41	33,118.00	22,241.59	32.8
100-60-6890 CAPITAL EXPENDITURES	.00	.00	35,900.00	35,900.00	.0
100-60-6891 CAPITAL EXP-LADDER TRUCK LEASE	.00	.00	71,218.00	71,218.00	.0
100-60-9649 VOLUNTEER STIPEND	12,645.38	12,645.38	10,000.00	(2,645.38)	126.5
TOTAL FIRE DEPARTMENT	613,946.30	613,946.30	2,380,684.00	1,766,737.70	25.8

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
100-61-6000 SALARIES	741,754.41	741,754.41	2,296,714.00	1,554,959.59	32.3
100-61-6002 RELOCATION EXPENSES	.00	.00	10,000.00	10,000.00	.0
100-61-6010 OVERTIME	168,159.54	168,159.54	266,208.00	98,048.46	63.2
100-61-6023 LEAVE CASHOUT	36,094.22	36,094.22	134,442.00	98,347.78	26.9
100-61-6030 SOCIAL SECURITY EXPENSE	954.76	954.76	.00	(954.76)	.0
100-61-6031 PAYABLE MEDICARE FICA	13,884.13	13,884.13	37,162.00	23,277.87	37.4
100-61-6032 UNEMPLOYMENT	3,878.24	3,878.24	45,620.00	41,741.76	8.5
100-61-6033 WORKERS' COMPENSATION	9,420.76	9,420.76	66,208.00	56,787.24	14.2
100-61-6034 PERS	197,815.79	197,815.79	563,843.00	366,027.21	35.1
100-61-6040 EMPLOYEE GROUP BENEFITS	152,915.58	152,915.58	504,878.00	351,962.42	30.3
100-61-6041 UTILITY BENEFIT	16,868.31	16,868.31	127,224.00	110,355.69	13.3
100-61-6060 TRAVEL/TRAINING	14,059.43	14,059.43	80,000.00	65,940.57	17.6
100-61-6100 SUPPLIES	16,692.35	16,692.35	32,000.00	15,307.65	52.2
100-61-6102 SART EXAMS	(2,010.00)	(2,010.00)	10,000.00	12,010.00	(20.1)
100-61-6103 EMPLOYEE WEARING APPAREL	777.95	777.95	25,000.00	24,222.05	3.1
100-61-6150 GASOLINE/DIESEL/OIL	16,877.09	16,877.09	45,000.00	28,122.91	37.5
100-61-6153 HEATING FUEL	8,795.23	8,795.23	59,500.00	50,704.77	14.8
100-61-6155 WATER/SEWER/GARBAGE	5,188.06	5,188.06	19,000.00	13,811.94	27.3
100-61-6160 ELECTRICITY	18,834.34	18,834.34	45,000.00	26,165.66	41.9
100-61-6170 TELEPHONE	7,120.06	7,120.06	28,000.00	20,879.94	25.4
100-61-6171 STAFF CELLULAR PHONES	3,699.54	3,699.54	20,000.00	16,300.46	18.5
100-61-6200 MINOR EQUIPMENT	3,199.98	3,199.98	30,000.00	26,800.02	10.7
100-61-6230 VEHICLE MAINT/REPAIR	6,578.14	6,578.14	22,812.00	16,233.86	28.8
100-61-6231 VEHICLE PARTS & TOOLS	6,837.89	6,837.89	35,000.00	28,162.11	19.5
100-61-6335 OTHER PURCHASED SERVICES	26,849.45	26,849.45	99,000.00	72,150.55	27.1
100-61-6400 INSURANCE	73,683.96	73,683.96	249,000.00	175,316.04	29.6
100-61-6401 INSURANCE-DED EXP & OTHER	.00	.00	10,000.00	10,000.00	.0
100-61-6503 DUES & SUBSCRIPTIONS	1,032.10	1,032.10	6,000.00	4,967.90	17.2
100-61-6711 ADMIN OVERHEAD-IT SVCS	11,357.20	11,357.20	34,582.00	23,224.80	32.8
100-61-6890 CAP EXP	374,081.72	374,081.72	2,963,969.00	2,589,887.28	12.6
TOTAL POLICE	1,935,400.23	1,935,400.23	7,866,162.00	5,930,761.77	24.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS-ADMIN</u>					
100-65-6000 SALARIES	10,949.01	10,949.01	29,698.00	18,748.99	36.9
100-65-6023 LEAVE CASHOUT	.00	.00	172.00	172.00	.0
100-65-6031 PAYABLE MEDICARE FICA	136.77	136.77	431.00	294.23	31.7
100-65-6032 UNEMPLOYMENT	26.94	26.94	529.00	502.06	5.1
100-65-6033 WORKERS' COMPENSATION	8.32	8.32	77.00	68.68	10.8
100-65-6034 PERS	2,400.65	2,400.65	6,533.00	4,132.35	36.8
100-65-6040 EMPLOYEE GROUP BENEFITS	2,816.06	2,816.06	5,429.00	2,612.94	51.9
100-65-6041 UTILITY BENEFIT	272.83	272.83	1,368.00	1,095.17	19.9
100-65-6060 TRAVEL/TRAINING	3,057.59	3,057.59	10,000.00	6,942.41	30.6
100-65-6100 SUPPLIES	1,439.16	1,439.16	4,000.00	2,560.84	36.0
100-65-6150 GASOLINE/DIESEL/OIL	1,034.40	1,034.40	2,000.00	965.60	51.7
100-65-6153 HEATING FUEL	9,667.05	9,667.05	9,000.00	(667.05)	107.4
100-65-6155 WATER/SEWER/GARBAGE	2,111.51	2,111.51	500.00	(1,611.51)	422.3
100-65-6160 ELECTRICITY	381.58	381.58	1,725.00	1,343.42	22.1
100-65-6170 TELEPHONE	6.68	6.68	50.00	43.32	13.4
100-65-6171 STAFF CELLULAR PHONES	448.91	448.91	1,500.00	1,051.09	29.9
100-65-6230 VEHICLE MAINT/REPAIR	1,315.25	1,315.25	4,762.00	3,446.75	27.6
100-65-6231 VEHICLE PARTS & TOOLS	5,975.35	5,975.35	3,000.00	(2,975.35)	199.2
100-65-6335 OTHER PURCHASED SERVICES	.00	.00	15,000.00	15,000.00	.0
100-65-6400 INSURANCE	1,035.72	1,035.72	3,500.00	2,464.28	29.6
100-65-6503 DUES & SUBSCRIPTIONS	200.00	200.00	500.00	300.00	40.0
100-65-6539 MISCELLANEOUS EXPENSES	(202.77)	(202.77)	3,000.00	3,202.77	(6.8)
100-65-6711 ADMIN OVERHEAD-IT SVCS	10,876.41	10,876.41	33,118.00	22,241.59	32.8
 TOTAL PUBLIC WORKS-ADMIN	 53,957.42	 53,957.42	 135,892.00	 81,934.58	 39.7

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PW-STREETS & ROADS</u>					
100-66-6000 SALARIES	161,540.37	161,540.37	488,436.00	326,895.63	33.1
100-66-6010 OVERTIME	4,801.41	4,801.41	35,000.00	30,198.59	13.7
100-66-6023 LEAVE CASHOUT	5,740.62	5,740.62	13,026.00	7,285.38	44.1
100-66-6030 SOCIAL SECURITY EXPENSE	955.89	955.89	.00	(955.89)	.0
100-66-6031 PAYABLE MEDICARE FICA	2,539.95	2,539.95	7,590.00	5,050.05	33.5
100-66-6032 UNEMPLOYMENT	425.42	425.42	4,623.00	4,197.58	9.2
100-66-6033 WORKERS' COMPENSATION	2,661.44	2,661.44	1,352.00	(1,309.44)	196.9
100-66-6034 PERS	33,200.63	33,200.63	115,156.00	81,955.37	28.8
100-66-6040 EMPLOYEE GROUP BENEFITS	48,274.97	48,274.97	94,642.00	46,367.03	51.0
100-66-6041 UTILITY BENEFIT	6,927.66	6,927.66	23,849.00	16,921.34	29.1
100-66-6100 SUPPLIES	1,367.45	1,367.45	4,500.00	3,132.55	30.4
100-66-6103 WEARING APPAREL	2,281.77	2,281.77	5,000.00	2,718.23	45.6
100-66-6111 SIGNS	.00	.00	4,500.00	4,500.00	.0
100-66-6131 STREET MAINT GRAVEL	.00	.00	200,000.00	200,000.00	.0
100-66-6150 GASOLINE/DIESEL/OIL	39,659.58	39,659.58	100,000.00	60,340.42	39.7
100-66-6153 HEATING FUEL	4,743.24	4,743.24	16,250.00	11,506.76	29.2
100-66-6155 WATER/SEWER/GARBAGE	1,573.62	1,573.62	6,492.00	4,918.38	24.2
100-66-6160 ELECTRICITY	1,070.72	1,070.72	15,875.00	14,804.28	6.7
100-66-6161 ELECTRICITY (STREET LTS)	18,308.88	18,308.88	80,500.00	62,191.12	22.7
100-66-6170 TELEPHONE	3.34	3.34	50.00	46.66	6.7
100-66-6171 STAFF CELLULAR PHONES	298.92	298.92	2,500.00	2,201.08	12.0
100-66-6200 MINOR EQUIPMENT	452.00	452.00	10,000.00	9,548.00	4.5
100-66-6230 VEHICLE MAINT/REPAIR	45,879.04	45,879.04	166,109.00	120,229.96	27.6
100-66-6231 VEHICLE PARTS & TOOLS	31,412.63	31,412.63	70,000.00	38,587.37	44.9
100-66-6232 TIRES & WHEELS	.00	.00	25,000.00	25,000.00	.0
100-66-6250 STREET LIGHT MT & POLE RENTAL	.00	.00	20,000.00	20,000.00	.0
100-66-6335 OTHER PURCHASED SERVICES	7,868.06	7,868.06	10,000.00	2,131.94	78.7
100-66-6400 INSURANCE	7,782.68	7,782.68	26,300.00	18,517.32	29.6
100-66-6711 ADMIN OVERHEAD-IT SVCS	10,876.41	10,876.41	33,118.00	22,241.59	32.8
100-66-6892 CAPTIAL EQUIPMENT	448,568.47	448,568.47	1,123,056.00	674,487.53	39.9
100-66-6894 VEHICLE-2024 F250'S FY25	131,790.00	131,790.00	.00	(131,790.00)	.0
100-66-6897 FY25 DUST CONTROL	488,661.36	488,661.36	.00	(488,661.36)	.0
100-66-9693 STREET LIGHTS-ASHA COURTS	103,480.93	103,480.93	110,000.00	6,519.07	94.1
100-66-9703 STIP MATCH OR GRAVEL FOR ROADS	.00	.00	1,095,004.00	1,095,004.00	.0
100-66-9708 BUS BARN IMPROVEMENTS	4,478.96	4,478.96	42,812.44	38,333.48	10.5
100-66-9771 PTARMIGAN ST. CULVERT CROSSING	32,650.39	32,650.39	2,000,000.00	1,967,349.61	1.6
TOTAL PW-STREETS & ROADS	1,650,276.81	1,650,276.81	5,950,740.44	4,300,463.63	27.7

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROPERTY MAINTENANCE</u>					
100-70-6000 SALARIES	114,757.76	114,757.76	368,943.00	254,185.24	31.1
100-70-6010 OVERTIME	19,879.57	19,879.57	50,000.00	30,120.43	39.8
100-70-6023 LEAVE CASHOUT	425.78	425.78	42,022.00	41,596.22	1.0
100-70-6030 SOCIAL SECURITY EXPENSE	411.94	411.94	1,786.00	1,374.06	23.1
100-70-6031 PAYABLE MEDICARE FICA	1,969.72	1,969.72	6,075.00	4,105.28	32.4
100-70-6032 UNEMPLOYMENT	352.12	352.12	4,239.00	3,886.88	8.3
100-70-6033 WORKERS' COMPENSATION	1,480.92	1,480.92	10,823.00	9,342.08	13.7
100-70-6034 PERS	28,155.74	28,155.74	92,167.00	64,011.26	30.6
100-70-6040 EMPLOYEE GROUP BENEFITS	47,711.65	47,711.65	92,290.00	44,578.35	51.7
100-70-6041 UTILITY BENEFIT	10,655.81	10,655.81	23,256.00	12,600.19	45.8
100-70-6060 TRAVEL/TRAINING	.00	.00	8,000.00	8,000.00	.0
100-70-6100 SUPPLIES	1,937.93	1,937.93	5,000.00	3,062.07	38.8
100-70-6103 WEARING APPAREL	53.60	53.60	5,000.00	4,946.40	1.1
100-70-6105 CLEANUP GREENUP SUPPLIES	.00	.00	1,000.00	1,000.00	.0
100-70-6106 PAINT SUPPLIES	55.19	55.19	2,000.00	1,944.81	2.8
100-70-6107 ELECTRICAL SUPPLIES	1,895.01	1,895.01	5,000.00	3,104.99	37.9
100-70-6108 PLUMBING SUPPLIES	192.12	192.12	7,000.00	6,807.88	2.7
100-70-6110 MATERIALS	82.69	82.69	5,000.00	4,917.31	1.7
100-70-6111 BOARDWALK REPAIR SUPPLIES	.00	.00	10,000.00	10,000.00	.0
100-70-6142 GLYCOL SUPPLIES	9,702.00	9,702.00	10,000.00	298.00	97.0
100-70-6150 GASOLINE/DIESEL/OIL	8,547.13	8,547.13	15,000.00	6,452.87	57.0
100-70-6153 HEATING FUEL	2,961.88	2,961.88	25,000.00	22,038.12	11.9
100-70-6155 WATER/SEWER/GARBAGE	.00	.00	8,000.00	8,000.00	.0
100-70-6160 ELECTRICITY	4,350.32	4,350.32	13,340.00	8,989.68	32.6
100-70-6170 TELEPHONE	3.34	3.34	50.00	46.66	6.7
100-70-6171 STAFF CELLULAR PHONES	285.27	285.27	1,700.00	1,414.73	16.8
100-70-6200 MINOR EQUIPMENT	6,853.59	6,853.59	8,000.00	1,146.41	85.7
100-70-6201 BOILER EXPENSE	3,475.66	3,475.66	25,000.00	21,524.34	13.9
100-70-6230 VEHICLE MAINT/REPAIR	1,896.39	1,896.39	6,866.00	4,969.61	27.6
100-70-6231 VEHICLE PARTS & TOOLS	2,471.82	2,471.82	5,000.00	2,528.18	49.4
100-70-6240 WIND TURBINE CONTRACT	7,200.00	7,200.00	11,000.00	3,800.00	65.5
100-70-6241 PARKS MAINTENANCE	1,400.24	1,400.24	45,000.00	43,599.76	3.1
100-70-6242 BOARDWALK LIGHTING PROJECT	.00	.00	343,339.21	343,339.21	.0
100-70-6250 CARPENTRY EXPENSE	2,351.29	2,351.29	5,000.00	2,648.71	47.0
100-70-6335 OTHER PURCHASED SERVICES	6,028.17	6,028.17	15,000.00	8,971.83	40.2
100-70-6400 INSURANCE	4,231.64	4,231.64	14,300.00	10,068.36	29.6
100-70-6510 4TH OF JULY	52.98	52.98	1,000.00	947.02	5.3
100-70-6539 MISCELLANEOUS EXPENSES	524.26	524.26	15,000.00	14,475.74	3.5
100-70-6700 INDIRECT COST RECOVERY	(135,126.33)	(135,126.33)	358,910.00	494,036.33	(37.7)
100-70-6711 ADMIN OVERHEAD-IT SVCS	10,876.41	10,876.41	33,118.00	22,241.59	32.8
100-70-6890 CAPITAL EXPENDITURES	840.43	840.43	177,450.00	176,609.57	.5
100-70-9596 FIRE SUPPRESSION & INSPECTION	.00	.00	65,872.00	65,872.00	.0
 TOTAL PROPERTY MAINTENANCE	 168,944.04	 168,944.04	 1,942,546.21	 1,773,602.17	 8.7

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY SERVICE</u>					
100-72-6155 SENIOR CTR - W/S/G ONC	396.09	396.09	118,300.00	117,903.91	.3
100-72-6171 BETHEL FRIENDS OF CANINES	115,000.00	115,000.00	115,000.00	.00	100.0
100-72-6430 COMMUNITY ACTION GRANT	.00	.00	86,000.00	86,000.00	.0
100-72-6431 UAF 4-H CONTRIBUTION	56,000.00	56,000.00	112,000.00	56,000.00	50.0
100-72-6509 LIBRARY CONTRIBUTION	92,600.00	92,600.00	92,600.00	.00	100.0
TOTAL COMMUNITY SERVICE	263,996.09	263,996.09	523,900.00	259,903.91	50.4
<u>IN KIND MATCH & TRANSFERS</u>					
100-73-6640 CASH XFER POOL F40- SALES TAX	164,759.44	164,759.44	699,720.00	534,960.56	23.6
100-73-6641 CASH XFER POOL F40- ALCO TAX	4,433.54	4,433.54	14,319.00	9,885.46	31.0
100-73-6643 CASH XFER- FUND	30,073.72	30,073.72	166,766.00	136,692.28	18.0
100-73-6647 CASH XFER-FLEET REPLACE FUND	.00	.00	80,000.00	80,000.00	.0
100-73-6667 XFER FROM POOL F40-AK REMOTEST	.00	.00	54,145.00	54,145.00	.0
100-73-9552 XFER FROM GF: MARIJUANA TAX	9,105.08	9,105.08	28,305.00	19,199.92	32.2
TOTAL IN KIND MATCH & TRANSFERS	208,371.78	208,371.78	1,043,255.00	834,883.22	20.0
TOTAL FUND EXPENDITURES	5,658,867.51	5,658,867.51	25,177,393.25	19,518,525.74	22.5
NET REVENUE OVER EXPENDITURES	(120,560.48)	(120,560.48)	(10,454,613.25)	(10,334,052.77)	(1.2)

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

COMMUNITY SERVICE PATROL GRANT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
270-42-4200 GRANT REVENUE	80,770.25	80,770.25	.00	(80,770.25)	.0
TOTAL SOURCE 42	80,770.25	80,770.25	.00	(80,770.25)	.0
TOTAL FUND REVENUE	80,770.25	80,770.25	.00	(80,770.25)	.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

COMMUNITY SERVICE PATROL GRANT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CSP PROGRAM</u>					
270-50-6000 SALARIES	52,410.20	52,410.20	172,592.00	120,181.80	30.4
270-50-6010 OVERTIME	4,885.68	4,885.68	10,000.00	5,114.32	48.9
270-50-6023 LEAVE CASHOUT	.00	.00	8,141.00	8,141.00	.0
270-50-6031 PAYABLE MEDICARE FICA	824.84	824.84	2,648.00	1,823.16	31.2
270-50-6032 UNEMPLOYMENT	121.70	121.70	3,250.00	3,128.30	3.7
270-50-6033 WORKERS' COMPENSATION	697.40	697.40	4,717.00	4,019.60	14.8
270-50-6034 PERS	12,605.07	12,605.07	40,170.00	27,564.93	31.4
270-50-6040 EMPLOYEE GROUP BENEFITS	7,041.79	7,041.79	54,288.00	47,246.21	13.0
270-50-6041 UTILITY BENEFIT	1,183.59	1,183.59	13,680.00	12,496.41	8.7
270-50-6100 SUPPLIES	745.85	745.85	4,000.00	3,254.15	18.7
270-50-6103 WEARING APPAREL	.00	.00	1,800.00	1,800.00	.0
270-50-6150 GASOLINE/DIESEL/OIL	4,100.40	4,100.40	16,000.00	11,899.60	25.6
270-50-6153 HEATING FUEL	.00	.00	100.00	100.00	.0
270-50-6171 STAFF CELLULAR PHONES	448.38	448.38	800.00	351.62	56.1
270-50-6400 INSURANCE	1,065.32	1,065.32	3,600.00	2,534.68	29.6
270-50-6440 IN-KIND EXPENSES	.00	.00	32,308.00	32,308.00	.0
TOTAL CSP PROGRAM	86,130.22	86,130.22	368,094.00	281,963.78	23.4
TOTAL FUND EXPENDITURES	86,130.22	86,130.22	368,094.00	281,963.78	23.4
NET REVENUE OVER EXPENDITURES	(5,359.97)	(5,359.97)	(368,094.00)	(362,734.03)	(1.5)

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 43</u>					
400-43-4360 PRO-SHOP REVENUE	9,990.00	9,990.00	42,000.00	32,010.00	23.8
400-43-4361 CONCESSION REVENUE	18,435.00	18,435.00	60,000.00	41,565.00	30.7
400-43-4362 ENTRY FEE	55,152.00	55,152.00	140,000.00	84,848.00	39.4
400-43-4369 PROGRAM FEES	19,966.00	19,966.00	50,000.00	30,034.00	39.9
400-43-4440 FACILITY RENTAL	13,320.00	13,320.00	40,000.00	26,680.00	33.3
400-43-9420 MEMBERSHIPS	96,116.00	96,116.00	250,000.00	153,884.00	38.5
TOTAL SOURCE 43	212,979.00	212,979.00	582,000.00	369,021.00	36.6
<u>TRANSFERS IN</u>					
400-46-4300 LOCAL SOURCES-SALES TAX REV	164,759.44	164,759.44	699,720.00	534,960.56	23.6
400-46-4330 LOCAL SOURCES-ALCOHOLTAX REV	4,433.54	4,433.54	14,319.00	9,885.46	31.0
400-46-4370 WELLNESS PROGRAM	.00	.00	40,000.00	40,000.00	.0
400-46-9415 ALASKA REMOTE SALES TAX	30,073.72	30,073.72	54,145.00	24,071.28	55.5
400-46-9417 XFER FROM GF: MARIJUANA TAX	9,105.08	9,105.08	28,305.00	19,199.92	32.2
TOTAL TRANSFERS IN	208,371.78	208,371.78	836,489.00	628,117.22	24.9
<u>MISCELLANEOUS</u>					
400-49-4590 INVESTMENT INCOME	67,525.78	67,525.78	80,000.00	12,474.22	84.4
TOTAL MISCELLANEOUS	67,525.78	67,525.78	80,000.00	12,474.22	84.4
TOTAL FUND REVENUE	488,876.56	488,876.56	1,498,489.00	1,009,612.44	32.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LOCAL FUNDED EXPENDITURES</u>					
400-50-6150 GASOLINE/DIESEL/OIL	562.41	562.41	2,000.00	1,437.59	28.1
400-50-6153 HEATING FUEL	81,549.14	81,549.14	210,000.00	128,450.86	38.8
400-50-6155 WATER/SEWER/GARBAGE	21,011.60	21,011.60	52,600.00	31,588.40	40.0
400-50-6160 ELECTRICITY	41,088.53	41,088.53	120,000.00	78,911.47	34.2
400-50-6170 TELEPHONE	251.92	251.92	1,300.00	1,048.08	19.4
400-50-6230 VEHICLE MAINT/REPAIR	170.21	170.21	1,104.00	933.79	15.4
400-50-6240 PROP MAINT	25,645.30	25,645.30	50,000.00	24,354.70	51.3
400-50-6241 ICR-PROPERTY MAINTENANCE-5%	296.40	296.40	49,849.00	49,552.60	.6
400-50-6320 OTHER PROFESSIONAL FEES	29,807.50	29,807.50	178,785.00	148,977.50	16.7
400-50-6326 CONTRACTOR FEES	48,623.71	48,623.71	621,721.00	573,097.29	7.8
400-50-6335 OTHER PURCHASED SERVICES	18,700.00	18,700.00	25,100.00	6,400.00	74.5
400-50-6400 INSURANCE	18,347.00	18,347.00	62,000.00	43,653.00	29.6
400-50-6531 BANK CHARGES	6.00	6.00	.00	(6.00)	.0
400-50-6710 ADMIN OVERHEAD-GF	30,057.83	30,057.83	97,787.00	67,729.17	30.7
400-50-6711 ADMIN OVERHEAD-IT SVCS	6,903.58	6,903.58	21,021.00	14,117.42	32.8
TOTAL LOCAL FUNDED EXPENDITURES	323,021.13	323,021.13	1,493,267.00	1,170,245.87	21.6
TOTAL FUND EXPENDITURES	323,021.13	323,021.13	1,493,267.00	1,170,245.87	21.6
NET REVENUE OVER EXPENDITURES	165,855.43	165,855.43	5,222.00	(160,633.43)	3176.1

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

E-911 SYSTEM/SURCHARGE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>E-911 SURCHARGE</u>					
410-42-4428	SURCHARGE FROM UNITED UTL	58,294.74	58,294.74	148,000.00	89,705.26	39.4
	TOTAL E-911 SURCHARGE	58,294.74	58,294.74	148,000.00	89,705.26	39.4
	TOTAL FUND REVENUE	58,294.74	58,294.74	148,000.00	89,705.26	39.4

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

E-911 SYSTEM/SURCHARGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>E-911 SERVICES</u>					
410-50-6000 SALARIES	5,384.60	5,384.60	72,196.00	66,811.40	7.5
410-50-6022 HOLIDAY PAY	.00	.00	2,000.00	2,000.00	.0
410-50-6023 LEAVE CASHOUT	.00	.00	3,610.00	3,610.00	.0
410-50-6031 PAYABLE MEDICARE FICA	77.74	77.74	1,047.00	969.26	7.4
410-50-6032 UNEMPLOYMENT	22.63	22.63	1,285.00	1,262.37	1.8
410-50-6033 WORKERS' COMPENSATION	20.16	20.16	187.00	166.84	10.8
410-50-6034 PERS	1,184.60	1,184.60	15,883.00	14,698.40	7.5
410-50-6040 EMPLOYEE GROUP BENEFITS	922.52	922.52	19,906.00	18,983.48	4.6
410-50-6041 UTILITY BENEFIT	(19.95)	(19.95)	5,016.00	5,035.95	(.4)
410-50-6400 INSURANCE	739.80	739.80	2,500.00	1,760.20	29.6
410-50-6410 RENTS & LEASES	3,896.72	3,896.72	13,000.00	9,103.28	30.0
TOTAL E-911 SERVICES	12,228.82	12,228.82	136,630.00	124,401.18	9.0
TOTAL FUND EXPENDITURES	12,228.82	12,228.82	136,630.00	124,401.18	9.0
NET REVENUE OVER EXPENDITURES	46,065.92	46,065.92	11,370.00	(34,695.92)	405.2

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

SOLID WASTE SERVICES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>SOLID WASTE & RECYLING</u>					
500-44-4396	COMMERCIAL GARBAGE PICKUP	287,082.41	287,082.41	800,000.00	512,917.59	35.9
500-44-4397	LANDFILL DUMP FEE	134,803.84	134,803.84	125,000.00	(9,803.84)	107.8
500-44-4398	RESIDENTIAL GARBAGE PICKUP	97,434.92	97,434.92	350,495.00	253,060.08	27.8
	TOTAL SOLID WASTE & RECYLING	519,321.17	519,321.17	1,275,495.00	756,173.83	40.7
	TOTAL FUND REVENUE	519,321.17	519,321.17	1,275,495.00	756,173.83	40.7

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAULED REFUSE</u>					
500-70-6000 SALARIES	57,470.04	57,470.04	145,123.00	87,652.96	39.6
500-70-6010 OVERTIME	859.97	859.97	10,250.00	9,390.03	8.4
500-70-6023 LEAVE CASHOUT	.00	.00	5,864.00	5,864.00	.0
500-70-6030 SOCIAL SECURITY EXPENSE	768.65	768.65	1,790.00	1,021.35	42.9
500-70-6031 PAYABLE MEDICARE FICA	820.46	820.46	2,253.00	1,432.54	36.4
500-70-6032 UNEMPLOYMENT	109.52	109.52	1,399.00	1,289.48	7.8
500-70-6033 WORKERS' COMPENSATION	2,226.88	2,226.88	4,014.00	1,787.12	55.5
500-70-6034 PERS	10,085.51	10,085.51	34,182.00	24,096.49	29.5
500-70-6040 EMPLOYEE GROUP BENEFITS	7,475.74	7,475.74	19,906.00	12,430.26	37.6
500-70-6041 UTILITY BENEFIT	797.16	797.16	5,016.00	4,218.84	15.9
500-70-6100 SUPPLIES	248.45	248.45	1,000.00	751.55	24.9
500-70-6103 WEARING APPAREL	.00	.00	1,000.00	1,000.00	.0
500-70-6121 4 YD DUMPSTERS	59,747.82	59,747.82	60,000.00	252.18	99.6
500-70-6150 GASOLINE/DIESEL/OIL	5,336.73	5,336.73	14,000.00	8,663.27	38.1
500-70-6230 VEHICLE MAINT/REPAIR	22,021.86	22,021.86	79,732.00	57,710.14	27.6
500-70-6231 VEHICLE PARTS & TOOLS	13,792.34	13,792.34	20,000.00	6,207.66	69.0
500-70-6232 TIRES & WHEELS	677.41	677.41	8,000.00	7,322.59	8.5
500-70-6335 OTHER PURCHASED SERVICES	.00	.00	1,000.00	1,000.00	.0
500-70-6400 INSURANCE	2,278.56	2,278.56	7,700.00	5,421.44	29.6
500-70-6710 ADMIN OVERHEAD-GF	13,287.59	13,287.59	43,229.00	29,941.41	30.7
TOTAL HAULED REFUSE	198,004.69	198,004.69	465,458.00	267,453.31	42.5

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LANDFILL OPERATIONS</u>					
500-71-6000 SALARIES	53,573.34	53,573.34	171,149.00	117,575.66	31.3
500-71-6010 OVERTIME	7,935.19	7,935.19	35,000.00	27,064.81	22.7
500-71-6023 LEAVE CASHOUT	.00	.00	20,823.00	20,823.00	.0
500-71-6030 SOCIAL SECURITY EXPENSE	360.47	360.47	.00	(360.47)	.0
500-71-6031 PAYABLE MEDICARE FICA	918.29	918.29	2,989.00	2,070.71	30.7
500-71-6032 UNEMPLOYMENT	235.00	235.00	1,847.00	1,612.00	12.7
500-71-6033 WORKERS' COMPENSATION	1,631.60	1,631.60	5,325.00	3,693.40	30.6
500-71-6034 PERS	12,250.08	12,250.08	45,353.00	33,102.92	27.0
500-71-6040 EMPLOYEE GROUP BENEFITS	3,862.36	3,862.36	47,050.00	43,187.64	8.2
500-71-6041 UTILITY BENEFIT	2,159.40	2,159.40	11,856.00	9,696.60	18.2
500-71-6060 TRAVEL/TRAINING	.00	.00	10,000.00	10,000.00	.0
500-71-6100 SUPPLIES	1,857.67	1,857.67	3,000.00	1,142.33	61.9
500-71-6103 WEARING APPAREL	.00	.00	3,000.00	3,000.00	.0
500-71-6132 SALT	2,360.00	2,360.00	30,000.00	27,640.00	7.9
500-71-6150 GASOLINE/DIESEL/OIL	1,950.64	1,950.64	15,000.00	13,049.36	13.0
500-71-6153 HEATING FUEL	397.22	397.22	18,100.00	17,702.78	2.2
500-71-6160 ELECTRICITY	952.50	952.50	5,700.00	4,747.50	16.7
500-71-6171 STAFF CELLULAR PHONES	149.46	149.46	900.00	750.54	16.6
500-71-6200 MINOR EQUIPMENT	1,241.73	1,241.73	7,500.00	6,258.27	16.6
500-71-6230 VEHICLE MAINT/REPAIR	24,468.97	24,468.97	88,592.00	64,123.03	27.6
500-71-6231 VEHICLE PARTS & TOOLS	6,107.88	6,107.88	20,000.00	13,892.12	30.5
500-71-6240 PROPERTY MAINT	11,260.52	11,260.52	29,909.00	18,648.48	37.7
500-71-6335 OTHER PURCHASED SERVICES	.00	.00	4,000.00	4,000.00	.0
500-71-6400 INSURANCE	1,538.80	1,538.80	5,200.00	3,661.20	29.6
500-71-6503 DUES & SUBSCRIPTIONS	.00	.00	10,000.00	10,000.00	.0
500-71-6539 MISCELLANEOUS EXPENSES	.00	.00	4,000.00	4,000.00	.0
500-71-6710 ADMIN OVERHEAD-GF	19,740.45	19,740.45	64,222.00	44,481.55	30.7
500-71-6711 ADMIN OVERHEAD-IT SVCS	10,876.41	10,876.41	33,118.00	22,241.59	32.8
500-71-6891 CAP EXP	47,414.38	47,414.38	.00	(47,414.38)	.0
TOTAL LANDFILL OPERATIONS	213,242.36	213,242.36	693,633.00	480,390.64	30.7
<u>RECYCLING OPERATIONS</u>					
500-72-6153 HEATING FUEL	403.84	403.84	.00	(403.84)	.0
TOTAL RECYCLING OPERATIONS	403.84	403.84	.00	(403.84)	.0
TOTAL FUND EXPENDITURES	411,650.89	411,650.89	1,159,091.00	747,440.11	35.5
NET REVENUE OVER EXPENDITURES	107,670.28	107,670.28	116,404.00	8,733.72	92.5

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER</u>					
510-42-4384 CONTRACT WATER	7,048.00	7,048.00	14,783.00	7,735.00	47.7
510-42-4386 METERED PIPED WATER COMM.	826,323.79	826,323.79	967,443.00	141,119.21	85.4
510-42-4387 UNMETERED PIPED WTR RESID	328,946.71	328,946.71	961,395.00	632,448.29	34.2
510-42-4389 PUMPHOUSE WATER	15,218.60	15,218.60	24,406.00	9,187.40	62.4
510-42-4390 TRUCKED WATER	1,020,603.82	1,020,603.82	3,338,369.00	2,317,765.18	30.6
TOTAL WATER	2,198,140.92	2,198,140.92	5,306,396.00	3,108,255.08	41.4
<u>SEWER</u>					
510-43-4384 CONTRACT SEWER	22,993.57	22,993.57	14,474.00	(8,519.57)	158.9
510-43-4386 METERED PIPED SEWER COMM.	430,760.49	430,760.49	583,123.00	152,362.51	73.9
510-43-4387 UNMETERED PIPED SEWER RES	99,711.93	99,711.93	282,330.00	182,618.07	35.3
510-43-4390 TRUCKED SEWER (EVAC/HB)	797,878.44	797,878.44	1,888,920.00	1,091,041.56	42.2
TOTAL SEWER	1,351,344.43	1,351,344.43	2,768,847.00	1,417,502.57	48.8
<u>MISCELLANEOUS</u>					
510-45-4392 WATER SUBSCRIPTION FEES	72,395.44	72,395.44	204,946.00	132,550.56	35.3
510-45-4393 SEWER SUBSCRIPTION FEES	77,081.13	77,081.13	216,015.00	138,933.87	35.7
510-45-4394 RECONNECT FEES	.00	.00	3,000.00	3,000.00	.0
510-45-4429 SENIOR DISCOUNT	(20,314.22)	(20,314.22)	(52,000.00)	(31,685.78)	(39.1)
510-45-4430 NSF CHECKS AND FEES	(30.00)	(30.00)	.00	30.00	.0
510-45-4523 UTILITY PENALTY/INTEREST	23,465.07	23,465.07	70,000.00	46,534.93	33.5
510-45-4590 INVESTMENT INCOME	42,874.20	42,874.20	50,000.00	7,125.80	85.8
TOTAL MISCELLANEOUS	195,471.62	195,471.62	491,961.00	296,489.38	39.7
<u>MISCELLANEOUS</u>					
510-49-4439 MISCELLANEOUS INCOME	38,008.15	38,008.15	20,000.00	(18,008.15)	190.0
510-49-6532 CASH OVER/SHORT	(100.00)	(100.00)	500.00	600.00	(20.0)
TOTAL MISCELLANEOUS	37,908.15	37,908.15	20,500.00	(17,408.15)	184.9
TOTAL FUND REVENUE	3,782,865.12	3,782,865.12	8,587,704.00	4,804,838.88	44.1

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
510-80-6000 SALARIES	21,901.25	21,901.25	94,134.00	72,232.75	23.3
510-80-6010 OVERTIME	185.40	185.40	3,000.00	2,814.60	6.2
510-80-6023 LEAVE CASHOUT	.00	.00	4,592.00	4,592.00	.0
510-80-6031 PAYABLE MEDICARE FICA	317.67	317.67	1,408.00	1,090.33	22.6
510-80-6032 UNEMPLOYMENT	50.33	50.33	1,729.00	1,678.67	2.9
510-80-6033 WORKERS' COMPENSATION	27.16	27.16	2,509.00	2,481.84	1.1
510-80-6034 PERS	4,835.57	4,835.57	21,369.00	16,533.43	22.6
510-80-6040 EMPLOYEE GROUP BENEFITS	2,996.31	2,996.31	40,716.00	37,719.69	7.4
510-80-6041 UTILITY BENEFIT	1,311.77	1,311.77	10,260.00	8,948.23	12.8
510-80-6060 TRAVEL/TRAINING	.00	.00	4,500.00	4,500.00	.0
510-80-6100 SUPPLIES	402.39	402.39	3,500.00	3,097.61	11.5
510-80-6200 MINOR EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
510-80-6335 OUTSOURCED SERVICES	22,231.83	22,231.83	49,500.00	27,268.17	44.9
510-80-6400 INSURANCE	355.12	355.12	1,200.00	844.88	29.6
510-80-6506 POSTAGE	2,116.54	2,116.54	15,000.00	12,883.46	14.1
510-80-6531 BANK CHARGES	20,090.83	20,090.83	40,000.00	19,909.17	50.2
510-80-6539 MISCELLANEOUS EXPENSES	.00	.00	500.00	500.00	.0
510-80-6710 ADMIN OVERHEAD-GF	10,391.91	10,391.91	33,808.00	23,416.09	30.7
510-80-6711 ADMIN OVERHEAD-IT SVCS	10,876.41	10,876.41	33,118.00	22,241.59	32.8
TOTAL UTILITY BILLING	98,090.49	98,090.49	364,843.00	266,752.51	26.9

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAULED WATER</u>					
510-81-6000 SALARIES	216,447.10	216,447.10	551,321.00	334,873.90	39.3
510-81-6010 OVERTIME	78,260.47	78,260.47	225,000.00	146,739.53	34.8
510-81-6023 LEAVE CASHOUT	.00	.00	26,545.00	26,545.00	.0
510-81-6030 SOCIAL SECURITY EXPENSE	11,981.93	11,981.93	.00	(11,981.93)	.0
510-81-6031 PAYABLE MEDICARE FICA	4,150.37	4,150.37	11,257.00	7,106.63	36.9
510-81-6032 UNEMPLOYMENT	3,430.76	3,430.76	9,450.00	6,019.24	36.3
510-81-6033 WORKERS' COMPENSATION	2,088.56	2,088.56	20,055.00	17,966.44	10.4
510-81-6034 PERS	22,317.24	22,317.24	170,791.00	148,473.76	13.1
510-81-6040 EMPLOYEE GROUP BENEFITS	19,284.20	19,284.20	169,198.00	149,913.80	11.4
510-81-6041 UTILITY BENEFIT	981.48	981.48	42,636.00	41,654.52	2.3
510-81-6060 TRAVEL/TRAINING	.00	.00	10,000.00	10,000.00	.0
510-81-6100 SUPPLIES	2,663.22	2,663.22	15,000.00	12,336.78	17.8
510-81-6103 WEARING APPAREL	.00	.00	15,000.00	15,000.00	.0
510-81-6150 GASOLINE/DIESEL/OIL	36,304.25	36,304.25	110,000.00	73,695.75	33.0
510-81-6153 HEATING FUEL	4,380.95	4,380.95	16,250.00	11,869.05	27.0
510-81-6155 WATER/SEWER/GARBAGE	1,573.62	1,573.62	6,492.00	4,918.38	24.2
510-81-6160 ELECTRICITY	4,312.38	4,312.38	15,875.00	11,562.62	27.2
510-81-6170 TELEPHONE	6.68	6.68	50.00	43.32	13.4
510-81-6171 STAFF CELLULAR PHONES	298.92	298.92	6,500.00	6,201.08	4.6
510-81-6200 MINOR EQUIPMENT	602.84	602.84	5,000.00	4,397.16	12.1
510-81-6230 VEHICLE MAINT/REPAIR	91,666.37	91,666.37	331,886.00	240,219.63	27.6
510-81-6231 VEHICLE PARTS & TOOLS	12,364.80	12,364.80	100,000.00	87,635.20	12.4
510-81-6232 TIRES & WHEELS	9,642.42	9,642.42	20,000.00	10,357.58	48.2
510-81-6240 PROPERTY MAINT	18,767.55	18,767.55	49,849.00	31,081.45	37.7
510-81-6332 LAB TESTS	.00	.00	3,000.00	3,000.00	.0
510-81-6335 OTHER PURCHASED SERVICES	(1,000.00)	(1,000.00)	3,000.00	4,000.00	(33.3)
510-81-6400 INSURANCE	39,662.38	39,662.38	122,000.00	82,337.62	32.5
510-81-6539 MISCELLANEOUS EXPENSES	456.50	456.50	2,000.00	1,543.50	22.8
510-81-6710 ADMIN OVERHEAD-GF	70,906.07	70,906.07	230,679.00	159,772.93	30.7
510-81-6711 ADMIN OVERHEAD-IT SVCS	10,876.41	10,876.41	33,118.00	22,241.59	32.8
510-81-6890 CAP EXP	317,788.86	317,788.86	620,000.00	302,211.14	51.3
 TOTAL HAULED WATER	 980,216.33	 980,216.33	 2,941,952.00	 1,961,735.67	 33.3

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PIPED WATER</u>					
510-82-6000 SALARIES	29,936.82	29,936.82	145,956.00	116,019.18	20.5
510-82-6010 OVERTIME	10,716.41	10,716.41	35,000.00	24,283.59	30.6
510-82-6023 LEAVE CASHOUT	.00	.00	9,048.00	9,048.00	.0
510-82-6030 SOCIAL SECURITY EXPENSE	.00	.00	942.00	942.00	.0
510-82-6031 PAYABLE MEDICARE FICA	562.38	562.38	2,624.00	2,061.62	21.4
510-82-6032 UNEMPLOYMENT	95.08	95.08	1,953.00	1,857.92	4.9
510-82-6033 WORKERS' COMPENSATION	444.44	444.44	4,675.00	4,230.56	9.5
510-82-6034 PERS	8,938.29	8,938.29	39,810.00	30,871.71	22.5
510-82-6040 EMPLOYEE GROUP BENEFITS	16,727.70	16,727.70	49,764.00	33,036.30	33.6
510-82-6041 UTILITY BENEFIT	2,381.47	2,381.47	12,540.00	10,158.53	19.0
510-82-6060 TRAVEL/TRAINING	600.00	600.00	8,000.00	7,400.00	7.5
510-82-6100 SUPPLIES	1,665.48	1,665.48	5,000.00	3,334.52	33.3
510-82-6103 WEARING APPAREL	234.98	234.98	5,000.00	4,765.02	4.7
510-82-6108 PLUMBING SUPPLIES	.00	.00	15,000.00	15,000.00	.0
510-82-6150 GASOLINE/DIESEL/OIL	2,976.36	2,976.36	15,000.00	12,023.64	19.8
510-82-6153 HEATING FUEL	5,608.84	5,608.84	48,400.00	42,791.16	11.6
510-82-6155 WATER/SEWER/GARBAGE	856.76	856.76	2,200.00	1,343.24	38.9
510-82-6160 ELECTRICITY-UTIL MT SHOP	1,777.14	1,777.14	8,200.00	6,422.86	21.7
510-82-6170 TELEPHONE	3.34	3.34	50.00	46.66	6.7
510-82-6171 STAFF CELLULAR PHONES	642.99	642.99	2,200.00	1,557.01	29.2
510-82-6200 MINOR EQUIPMENT	50.45	50.45	.00	(50.45)	.0
510-82-6230 VEHICLE MAINT/REPAIR	886.87	886.87	3,211.00	2,324.13	27.6
510-82-6231 VEHICLE PARTS & TOOLS	1,992.85	1,992.85	1,500.00	(492.85)	132.9
510-82-6232 TIRES & WHEELS	.00	.00	500.00	500.00	.0
510-82-6332 LAB TESTS	.00	.00	500.00	500.00	.0
510-82-6335 OTHER PURCHASED SERVICES	.00	.00	1,500.00	1,500.00	.0
510-82-6400 INSURANCE	2,396.96	2,396.96	8,100.00	5,703.04	29.6
510-82-6401 INSURANCE-DED EXP & OTHER	.00	.00	530.00	530.00	.0
510-82-6710 ADMIN OVERHEAD-GF	17,480.70	17,480.70	56,870.00	39,389.30	30.7
510-82-6711 ADMIN OVERHEAD-IT SVCS	10,876.41	10,876.41	33,118.00	22,241.59	32.8
TOTAL PIPED WATER	117,852.72	117,852.72	517,191.00	399,338.28	22.8

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BETHEL HTS WTR TREATMENT</u>					
510-83-6000 SALARIES	57,508.56	57,508.56	145,979.00	88,470.44	39.4
510-83-6010 OVERTIME	12,643.22	12,643.22	37,000.00	24,356.78	34.2
510-83-6023 LEAVE CASHOUT	.00	.00	18,648.00	18,648.00	.0
510-83-6031 PAYABLE MEDICARE FICA	347.16	347.16	2,653.00	2,305.84	13.1
510-83-6032 UNEMPLOYMENT	156.50	156.50	1,538.00	1,381.50	10.2
510-83-6033 WORKERS' COMPENSATION	473.92	473.92	4,727.00	4,253.08	10.0
510-83-6034 PERS	15,430.72	15,430.72	40,255.00	24,824.28	38.3
510-83-6040 EMPLOYEE GROUP BENEFITS	10,905.37	10,905.37	49,764.00	38,858.63	21.9
510-83-6041 UTILITY BENEFIT	4,727.66	4,727.66	12,540.00	7,812.34	37.7
510-83-6060 TRAVEL/TRAINING	150.00	150.00	5,000.00	4,850.00	3.0
510-83-6100 SUPPLIES	88.72	88.72	4,000.00	3,911.28	2.2
510-83-6103 WEARING APPAREL	.00	.00	1,500.00	1,500.00	.0
510-83-6108 PLUMBING SUPPLIES	.00	.00	5,000.00	5,000.00	.0
510-83-6140 CHEMICALS	84,254.54	84,254.54	125,000.00	40,745.46	67.4
510-83-6150 GASOLINE/DIESEL/OIL	.00	.00	2,000.00	2,000.00	.0
510-83-6153 HEATING FUEL (PUMPHOUSE)	34,843.85	34,843.85	207,800.00	172,956.15	16.8
510-83-6160 ELECTRICITY (PUMPHOUSE)	42,924.11	42,924.11	130,525.00	87,600.89	32.9
510-83-6200 MINOR EQUIPMENT	8,087.75	8,087.75	45,000.00	36,912.25	18.0
510-83-6230 VEHICLE MAINT/REPAIR	902.34	902.34	3,267.00	2,364.66	27.6
510-83-6332 LAB TESTS	150.00	150.00	4,000.00	3,850.00	3.8
510-83-6335 OTHER PURCHASED SERVICES	.00	.00	25,000.00	25,000.00	.0
510-83-6400 INSURANCE	7,871.44	7,871.44	26,600.00	18,728.56	29.6
510-83-6710 ADMIN OVERHEAD-GF	18,104.73	18,104.73	58,900.00	40,795.27	30.7
510-83-6711 ADMIN OVERHEAD-IT SVCS	10,876.41	10,876.41	33,118.00	22,241.59	32.8
TOTAL BETHEL HTS WTR TREATMENT	310,447.00	310,447.00	989,814.00	679,367.00	31.4

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CITY SUB WTR TREATMENT</u>					
510-84-6000 SALARIES	51,619.02	51,619.02	188,312.00	136,692.98	27.4
510-84-6010 OVERTIME	36,853.08	36,853.08	45,000.00	8,146.92	81.9
510-84-6023 LEAVE CASHOUT	.00	.00	8,838.00	8,838.00	.0
510-84-6031 PAYABLE MEDICARE FICA	1,329.30	1,329.30	3,383.00	2,053.70	39.3
510-84-6032 UNEMPLOYMENT	272.44	272.44	1,953.00	1,680.56	14.0
510-84-6033 WORKERS' COMPENSATION	610.88	610.88	6,027.00	5,416.12	10.1
510-84-6034 PERS	19,783.56	19,783.56	51,329.00	31,545.44	38.5
510-84-6040 EMPLOYEE GROUP BENEFITS	15,407.98	15,407.98	49,764.00	34,356.02	31.0
510-84-6041 UTILITY BENEFIT	2,650.35	2,650.35	12,540.00	9,889.65	21.1
510-84-6060 TRAVEL/TRAINING	.00	.00	10,000.00	10,000.00	.0
510-84-6100 SUPPLIES	1,055.18	1,055.18	3,000.00	1,944.82	35.2
510-84-6103 WEARING APPAREL	66.68	66.68	3,000.00	2,933.32	2.2
510-84-6108 PLUMBING SUPPLIES	.00	.00	3,000.00	3,000.00	.0
510-84-6140 CHEMICALS	90,189.02	90,189.02	125,000.00	34,810.98	72.2
510-84-6150 GASOLINE/DIESEL/OIL	2,709.73	2,709.73	1,500.00	(1,209.73)	180.7
510-84-6153 HEATING FUEL(CS WTF)	46,199.80	46,199.80	120,000.00	73,800.20	38.5
510-84-6160 ELECTRICITY (CS WTF)	31,805.44	31,805.44	98,900.00	67,094.56	32.2
510-84-6170 TELEPHONE	255.26	255.26	50.00	(205.26)	510.5
510-84-6200 MINOR EQUIPMENT	8,149.05	8,149.05	25,000.00	16,850.95	32.6
510-84-6230 VEHICLE MAINT (ISF)	1,223.56	1,223.56	4,430.00	3,206.44	27.6
510-84-6332 LAB TESTS	6,802.60	6,802.60	15,000.00	8,197.40	45.4
510-84-6335 OTHER PURCHASED SERVICES	1,522.00	1,522.00	15,000.00	13,478.00	10.2
510-84-6400 INSURANCE	4,882.68	4,882.68	16,500.00	11,617.32	29.6
510-84-6502 ADVERTISING	.00	.00	500.00	500.00	.0
510-84-6710 ADMIN OVERHEAD-GF	21,229.63	21,229.63	69,066.00	47,836.37	30.7
510-84-6711 ADMIN OVERHEAD-IT SVCS	12,178.57	12,178.57	37,083.00	24,904.43	32.8
510-84-6890 CAPITAL EXPENDITURES	17,767.70	17,767.70	96,500.00	78,732.30	18.4
TOTAL CITY SUB WTR TREATMENT	374,563.51	374,563.51	1,010,675.00	636,111.49	37.1

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HAULED SEWER</u>					
510-85-6000 SALARIES	246,920.21	246,920.21	646,128.00	399,207.79	38.2
510-85-6010 OVERTIME	71,914.42	71,914.42	200,000.00	128,085.58	36.0
510-85-6023 LEAVE CASHOUT	.00	.00	31,530.00	31,530.00	.0
510-85-6030 SOCIAL SECURITY EXPENSE	9,844.16	9,844.16	20,000.00	10,155.84	49.2
510-85-6031 PAYABLE MEDICARE FICA	4,569.62	4,569.62	12,269.00	7,699.38	37.3
510-85-6032 UNEMPLOYMENT	3,433.35	3,433.35	.00	(3,433.35)	.0
510-85-6033 WORKERS' COMPENSATION	3,674.84	3,674.84	21,858.00	18,183.16	16.8
510-85-6034 PERS	35,209.69	35,209.69	186,148.00	150,938.31	18.9
510-85-6040 EMPLOYEE GROUP BENEFITS	47,389.90	47,389.90	205,390.00	158,000.10	23.1
510-85-6041 UTILITY BENEFIT	397.70	397.70	51,756.00	51,358.30	.8
510-85-6060 TRAVEL/TRAINING	.00	.00	10,000.00	10,000.00	.0
510-85-6100 SUPPLIES	7,256.63	7,256.63	15,000.00	7,743.37	48.4
510-85-6103 WEARING APPAREL	8,143.94	8,143.94	15,000.00	6,856.06	54.3
510-85-6150 GASOLINE/DIESEL/OIL	40,018.58	40,018.58	110,000.00	69,981.42	36.4
510-85-6153 HEATING FUEL	4,380.95	4,380.95	16,250.00	11,869.05	27.0
510-85-6155 WATER/SEWER/GARBAGE	1,573.62	1,573.62	6,492.00	4,918.38	24.2
510-85-6160 ELECTRICITY	4,312.38	4,312.38	15,875.00	11,562.62	27.2
510-85-6171 STAFF CELLULAR PHONES	.00	.00	5,500.00	5,500.00	.0
510-85-6200 MINOR EQUIPMENT	1,246.85	1,246.85	5,000.00	3,753.15	24.9
510-85-6230 VEHICLE MAINT/REPAIR	90,228.77	90,228.77	326,681.00	236,452.23	27.6
510-85-6231 VEHICLE PARTS & TOOLS	24,676.32	24,676.32	100,000.00	75,323.68	24.7
510-85-6232 TIRES & WHEELS	10,677.24	10,677.24	20,000.00	9,322.76	53.4
510-85-6240 PROPERTY MAINT	18,767.55	18,767.55	49,849.00	31,081.45	37.7
510-85-6335 OTHER PURCHASED SERVICES	(1,807.05)	(1,807.05)	3,000.00	4,807.05	(60.2)
510-85-6400 INSURANCE	27,610.29	27,610.29	86,600.00	58,989.71	31.9
510-85-6539 MISCELLANEOUS EXPENSES	500.00	500.00	2,000.00	1,500.00	25.0
510-85-6710 ADMIN OVERHEAD-GF	79,511.70	79,511.70	258,676.00	179,164.30	30.7
510-85-6711 ADMIN OVERHEAD-IT SVCS	10,876.41	10,876.41	33,118.00	22,241.59	32.8
510-85-6890 CAPITAL EXPENDITURES	556,929.44	556,929.44	620,000.00	63,070.56	89.8
510-85-9691 SEWER TRUCK(S)	258,107.00	258,107.00	.00	(258,107.00)	.0
TOTAL HAULED SEWER	1,566,364.51	1,566,364.51	3,074,120.00	1,507,755.49	51.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PIPED SEWER</u>					
510-86-6000 SALARIES	27,221.24	27,221.24	145,608.00	118,386.76	18.7
510-86-6010 OVERTIME	10,716.49	10,716.49	35,000.00	24,283.51	30.6
510-86-6023 LEAVE CASHOUT	.00	.00	7,120.00	7,120.00	.0
510-86-6030 SOCIAL SECURITY EXPENSE	.00	.00	942.00	942.00	.0
510-86-6031 PAYABLE MEDICARE FICA	528.51	528.51	2,619.00	2,090.49	20.2
510-86-6032 UNEMPLOYMENT	88.35	88.35	.00	(88.35)	.0
510-86-6033 WORKERS' COMPENSATION	443.48	443.48	4,666.00	4,222.52	9.5
510-86-6034 PERS	8,340.87	8,340.87	39,734.00	31,393.13	21.0
510-86-6040 EMPLOYEE GROUP BENEFITS	16,023.76	16,023.76	49,764.00	33,740.24	32.2
510-86-6041 UTILITY BENEFITS	2,347.32	2,347.32	12,540.00	10,192.68	18.7
510-86-6060 TRAVEL/TRAINING	.00	.00	5,000.00	5,000.00	.0
510-86-6100 SUPPLIES	30,181.11	30,181.11	3,000.00	(27,181.11)	1006.0
510-86-6103 WEARING APPAREL	1,493.91	1,493.91	4,000.00	2,506.09	37.4
510-86-6108 PLUMBING SUPPLIES	1,128.25	1,128.25	7,500.00	6,371.75	15.0
510-86-6150 GASOLINE/DIESEL/OIL	3,248.24	3,248.24	15,000.00	11,751.76	21.7
510-86-6153 HEATING FUEL	4,896.18	4,896.18	60,000.00	55,103.82	8.2
510-86-6155 WATER/SEWER/GARBAGE	856.75	856.75	2,200.00	1,343.25	38.9
510-86-6160 ELECTRICITY-LIFTST & BLDG	14,611.82	14,611.82	108,000.00	93,388.18	13.5
510-86-6200 MINOR EQUIPMENT	2,116.50	2,116.50	150,000.00	147,883.50	1.4
510-86-6230 VEHICLE MAINT/REPAIR	1,101.22	1,101.22	3,987.00	2,885.78	27.6
510-86-6231 VEHICLE PARTS & TOOLS	341.91	341.91	1,500.00	1,158.09	22.8
510-86-6232 TIRES & WHEELS	.00	.00	500.00	500.00	.0
510-86-6335 OTHER PURCHASED SERVICES	.00	.00	20,000.00	20,000.00	.0
510-86-6400 INSURANCE	2,367.36	2,367.36	8,000.00	5,632.64	29.6
510-86-6410 LEASED PROPERTY-LIFT STATIONS	17,381.25	17,381.25	17,000.00	(381.25)	102.2
510-86-6710 ADMIN OVERHEAD-GF	17,230.92	17,230.92	56,057.00	38,826.08	30.7
510-86-6711 ADMIN OVERHEAD-IT SVCS	10,876.41	10,876.41	33,118.00	22,241.59	32.8
510-86-9693 HERMAN NELSON HEATER	.00	.00	68,000.00	68,000.00	.0
510-86-9699 PIPED SEWER CAP EXP SL ASSETS	14,402.91	14,402.91	.00	(14,402.91)	.0
TOTAL PIPED SEWER	187,944.76	187,944.76	860,855.00	672,910.24	21.8

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER LAGOON</u>					
510-87-6000 SALARIES	9,064.74	9,064.74	66,028.00	56,963.26	13.7
510-87-6010 OVERTIME	2,911.42	2,911.42	.00	(2,911.42)	.0
510-87-6023 LEAVE CASHOUT	.00	.00	3,301.00	3,301.00	.0
510-87-6031 PAYABLE MEDICARE FICA	165.74	165.74	957.00	791.26	17.3
510-87-6032 UNEMPLOYMENT	25.11	25.11	.00	(25.11)	.0
510-87-6033 WORKERS' COMPENSATION	83.68	83.68	1,706.00	1,622.32	4.9
510-87-6034 PERS	2,623.92	2,623.92	14,526.00	11,902.08	18.1
510-87-6040 EMPLOYEE GROUP BENEFITS	4,303.37	4,303.37	16,286.00	11,982.63	26.4
510-87-6041 UTILITY BENEFIT	726.13	726.13	4,104.00	3,377.87	17.7
510-87-6060 TRAVEL/TRAINING	.00	.00	3,000.00	3,000.00	.0
510-87-6100 SUPPLIES	464.02	464.02	1,000.00	535.98	46.4
510-87-6103 WEARING APPAREL	.00	.00	3,000.00	3,000.00	.0
510-87-6108 PLUMBING SUPPLIES	.00	.00	3,000.00	3,000.00	.0
510-87-6150 GASOLINE/DIESEL/OIL	.00	.00	38,000.00	38,000.00	.0
510-87-6200 MINOR EQUIPMENT	.00	.00	1,100.00	1,100.00	.0
510-87-6231 VEHICLE PARTS & TOOLS	435.87	435.87	160.00	(275.87)	272.4
510-87-6320 LAGOON STUDY	19,344.32	19,344.32	.00	(19,344.32)	.0
510-87-6332 LAB TESTS (SAMPLES)	1,410.00	1,410.00	15,000.00	13,590.00	9.4
510-87-6335 OTHER PURCHASED SERVICES	.00	.00	500.00	500.00	.0
510-87-6400 INSURANCE	147.96	147.96	500.00	352.04	29.6
510-87-6503 DUES & SUBSCRIPTIONS	.00	.00	8,000.00	8,000.00	.0
510-87-6710 ADMIN OVERHEAD-GF	6,181.84	6,181.84	20,111.00	13,929.16	30.7
510-87-6892 CAPTIAL EQUIPMENT	.00	.00	190,000.00	190,000.00	.0
510-87-9692 TERRAMAC RT9-T4 MAROOKA	753.00	753.00	30,371.00	29,618.00	2.5
TOTAL SEWER LAGOON	48,641.12	48,641.12	420,650.00	372,008.88	11.6
TOTAL FUND EXPENDITURES	3,684,120.44	3,684,120.44	10,180,100.00	6,495,979.56	36.2
NET REVENUE OVER EXPENDITURES	98,744.68	98,744.68	(1,592,396.00)	(1,691,140.68)	6.2

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
520-43-4402 CITY DOCK-STORAGE	12,777.12	12,777.12	90,000.00	77,222.88	14.2
520-43-4403 CITY DOCK-PERMITS	.00	.00	3,000.00	3,000.00	.0
520-43-4404 CITY DOCK-WHARFAGE	22,411.36	22,411.36	140,000.00	117,588.64	16.0
520-43-4405 CITY DOCK-DOCKAGE	5,300.61	5,300.61	25,000.00	19,699.39	21.2
520-43-4408 SLOUGH BERTH-DOCKAGE	.00	.00	2,000.00	2,000.00	.0
520-43-4409 SBH PETRO PORT-FUEL THRU-PUT	76,784.28	76,784.28	250,000.00	173,215.72	30.7
520-43-4410 PETRO YARD - STORAGE	17,768.80	17,768.80	2,000.00	(15,768.80)	888.4
520-43-4412 PETRO PORT-FUEL THRU-PUT	153,568.56	153,568.56	500,000.00	346,431.44	30.7
520-43-4413 PETRO PORT-DOCKAGE	8,712.43	8,712.43	20,000.00	11,287.57	43.6
520-43-4415 SEAWALL MOORAGE	.00	.00	30,000.00	30,000.00	.0
520-43-4416 SEAWALL DOCKAGE	5,801.73	5,801.73	30,000.00	24,198.27	19.3
520-43-4418 BEACH-STORAGE	13,290.58	13,290.58	35,000.00	21,709.42	38.0
520-43-4419 BEACH-WHARFAGE	15,487.47	15,487.47	100,000.00	84,512.53	15.5
520-43-4420 BEACH-DOCKAGE	15,483.51	15,483.51	35,000.00	19,516.49	44.2
520-43-4422 BOAT HARBOR-MOORAGE	3,101.91	3,101.91	15,000.00	11,898.09	20.7
TOTAL CHARGES FOR SERVICES	350,488.36	350,488.36	1,277,000.00	926,511.64	27.5
<u>LEASE REVENUE</u>					
520-44-4440 LEASE REVENUE	.00	.00	30,552.00	30,552.00	.0
TOTAL LEASE REVENUE	.00	.00	30,552.00	30,552.00	.0
<u>MISCELLANEOUS</u>					
520-45-4388 EXTRA WATER CALLS	10,717.80	10,717.80	25,000.00	14,282.20	42.9
520-45-4424 SMALL BOAT HARBOR STORAGE	1,200.00	1,200.00	3,500.00	2,300.00	34.3
520-45-4535 SMALL BOAT HARBOR PERMITS	3,320.00	3,320.00	20,000.00	16,680.00	16.6
520-45-4559 PERMITS/LICENSES/FEES	.00	.00	2,000.00	2,000.00	.0
TOTAL MISCELLANEOUS	15,237.80	15,237.80	50,500.00	35,262.20	30.2
<u>MISCELLANEOUS</u>					
520-49-4439 MISCELLANEOUS REVENUE	.00	.00	2,000.00	2,000.00	.0
520-49-4590 INVESTMENT INCOME	12,723.13	12,723.13	20,000.00	7,276.87	63.6
520-49-4591 INVESTMENT INCOME-SEAWALL ACCT	.00	.00	20,000.00	20,000.00	.0
TOTAL MISCELLANEOUS	12,723.13	12,723.13	42,000.00	29,276.87	30.3
TOTAL FUND REVENUE	378,449.29	378,449.29	1,400,052.00	1,021,602.71	27.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DOCK EXPENDITURES</u>					
520-50-6000 SALARIES	65,288.75	65,288.75	206,186.00	140,897.25	31.7
520-50-6010 OVERTIME	2,671.56	2,671.56	5,000.00	2,328.44	53.4
520-50-6022 HOLIDAY PAY	.00	.00	2,300.00	2,300.00	.0
520-50-6023 LEAVE CASHOUT	.00	.00	10,058.00	10,058.00	.0
520-50-6030 SOCIAL SECURITY EXPENSE	.00	.00	1,277.00	1,277.00	.0
520-50-6031 PAYABLE MEDICARE FICA	1,025.87	1,025.87	3,062.00	2,036.13	33.5
520-50-6032 UNEMPLOYMENT	164.41	164.41	3,759.00	3,594.59	4.4
520-50-6033 WORKERS' COMPENSATION	532.72	532.72	5,456.00	4,923.28	9.8
520-50-6034 PERS	14,951.24	14,951.24	44,255.00	29,303.76	33.8
520-50-6040 EMPLOYEE GROUP BENEFITS	23,799.16	23,799.16	45,602.00	21,802.84	52.2
520-50-6041 UTILITY BENEFIT	3,267.68	3,267.68	11,491.00	8,223.32	28.4
520-50-6060 TRAVEL/TRAINING	.00	.00	5,000.00	5,000.00	.0
520-50-6100 SUPPLIES	199.03	199.03	8,000.00	7,800.97	2.5
520-50-6103 WEARING APPAREL	479.88	479.88	5,000.00	4,520.12	9.6
520-50-6121 MUNICIPAL DOCK GRAVEL	.00	.00	130,000.00	130,000.00	.0
520-50-6150 GASOLINE/DIESEL/OIL	2,163.65	2,163.65	15,000.00	12,836.35	14.4
520-50-6153 HEATING FUEL	1,710.77	1,710.77	5,000.00	3,289.23	34.2
520-50-6155 WATER/SEWER/GARBAGE	12,580.36	12,580.36	13,500.00	919.64	93.2
520-50-6156 WATER FOR BARGES	.00	.00	12,000.00	12,000.00	.0
520-50-6160 ELECTRICITY	1,021.13	1,021.13	18,900.00	17,878.87	5.4
520-50-6170 TELEPHONE	384.56	384.56	2,250.00	1,865.44	17.1
520-50-6171 STAFF CELLULAR PHONES	399.96	399.96	2,400.00	2,000.04	16.7
520-50-6200 MINOR EQUIPMENT	10.00	10.00	30,000.00	29,990.00	.0
520-50-6230 VEHICLE MAINT/REPAIR	978.84	978.84	3,544.00	2,565.16	27.6
520-50-6231 VEHICLE PARTS & TOOLS	402.65	402.65	20,000.00	19,597.35	2.0
520-50-6241 MUNICIPAL DOCK MAINT.	.00	.00	50,000.00	50,000.00	.0
520-50-6242 MAINT-SEAWALL	752.40	752.40	396,335.00	395,582.60	.2
520-50-6244 ICR-PROPERTY MAINTENANCE 5%	11,260.53	11,260.53	29,909.00	18,648.47	37.7
520-50-6320 OTHER PROFESSIONAL FEES	1,008.58	1,008.58	20,000.00	18,991.42	5.0
520-50-6321 LEGAL FEES	.00	.00	5,000.00	5,000.00	.0
520-50-6324 PLANNING/ENGINEERING FEES	.00	.00	10,000.00	10,000.00	.0
520-50-6339 OTHER PURCHASED SERVICES	23,928.75	23,928.75	30,000.00	6,071.25	79.8
520-50-6400 INSURANCE	4,438.80	4,438.80	15,000.00	10,561.20	29.6
520-50-6502 ADVERTISING	.00	.00	1,000.00	1,000.00	.0
520-50-6503 DUES & SUBSCRIPTIONS	327.64	327.64	2,000.00	1,672.36	16.4
520-50-6531 BANK CHARGES	399.55	399.55	3,000.00	2,600.45	13.3
520-50-6539 MISCELLANEOUS EXPENSES	72.13	72.13	900.00	827.87	8.0
520-50-6710 ADMIN OVERHEAD-GF	19,570.04	19,570.04	63,667.00	44,096.96	30.7
520-50-6711 ADMIN OVERHEAD-IT SVCS	10,876.41	10,876.41	33,118.00	22,241.59	32.8
520-50-6890 CAPITAL EXPENDITURES	250,399.36	250,399.36	150,309.00	(100,090.36)	166.6
520-50-6891 SEAWALL DESIGN AND REPAIR	38,130.50	38,130.50	.00	(38,130.50)	.0
TOTAL DOCK EXPENDITURES	493,196.91	493,196.91	1,419,278.00	926,081.09	34.8

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
DEPARTMENT 55					
520-55-6000 SALARIES	35,843.72	35,843.72	114,901.00	79,057.28	31.2
520-55-6010 OVERTIME	1,304.17	1,304.17	1,500.00	195.83	86.9
520-55-6023 LEAVE CASHOUT	.00	.00	2,794.00	2,794.00	.0
520-55-6030 SOCIAL SECURITY EXPENSE	1,392.65	1,392.65	5,248.00	3,855.35	26.5
520-55-6031 PAYABLE MEDICARE FICA	540.92	540.92	1,688.00	1,147.08	32.1
520-55-6032 UNEMPLOYMENT	30.89	30.89	341.00	310.11	9.1
520-55-6033 WORKERS' COMPENSATION	522.60	522.60	3,007.00	2,484.40	17.4
520-55-6034 PERS	3,230.92	3,230.92	25,608.00	22,377.08	12.6
520-55-6040 EMPLOYEE GROUP BENEFITS	1,568.47	1,568.47	8,686.00	7,117.53	18.1
520-55-6041 UTILITY BENEFIT	846.83	846.83	2,189.00	1,342.17	38.7
520-55-6100 SUPPLIES	1,768.86	1,768.86	3,000.00	1,231.14	59.0
520-55-6103 WEARING APPAREL	901.68	901.68	3,000.00	2,098.32	30.1
520-55-6132 SMALL BOAT HARBOR GRAVEL	.00	.00	30,000.00	30,000.00	.0
520-55-6150 GASOLINE/DIESEL/OIL	5,826.86	5,826.86	8,000.00	2,173.14	72.8
520-55-6155 WATER/SEWER/GARBAGE	108.38	108.38	7,100.00	6,991.62	1.5
520-55-6160 ELECTRICITY	.00	.00	2,000.00	2,000.00	.0
520-55-6200 MINOR EQUIPMENT	3,647.06	3,647.06	4,000.00	352.94	91.2
520-55-6241 SMALL BOAT HARBOR MAINTENANCE	1,717.81	1,717.81	6,000.00	4,282.19	28.6
520-55-6400 INSURANCE	1,618.68	1,618.68	5,470.00	3,851.32	29.6
520-55-6539 MISCELLANEOUS EXPENSES	.00	.00	1,000.00	1,000.00	.0
520-55-6710 ADMIN OVERHEAD-GF	9,596.49	9,596.49	31,220.00	21,623.51	30.7
520-55-6890 CAP EXP SBH	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL DEPARTMENT 55	70,466.99	70,466.99	1,266,752.00	1,196,285.01	5.6
TOTAL FUND EXPENDITURES	563,663.90	563,663.90	2,686,030.00	2,122,366.10	21.0
NET REVENUE OVER EXPENDITURES	(185,214.61)	(185,214.61)	(1,285,978.00)	(1,100,763.39)	(14.4)

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LEASE INCOME</u>					
530-44-4444 LEASE-COURT SYSTEM	217,027.76	217,027.76	613,620.00	396,592.24	35.4
530-44-4447 LEASE:DEPT OF LAW	68,060.75	68,060.75	163,346.00	95,285.25	41.7
530-44-4451 LEASE-BETHEL SPORTSMANS CLUB	.00	.00	1.00	1.00	.0
530-44-4452 LEASE-FW TOWER RD LND ASPHALT	.00	.00	12,600.00	12,600.00	.0
530-44-4453 YKHC - WAREHOUSE	1,410.00	1,410.00	4,200.00	2,790.00	33.6
530-44-4455 DMV LEASE 300 CEHHWY	5,175.00	5,175.00	12,360.00	7,185.00	41.9
530-44-4456 LEASE-LIONS CLUB	.00	.00	1.00	1.00	.0
530-44-4457 LEASE LAND BNC 031489 AGR	.00	.00	100.00	100.00	.0
530-44-4459 LAND LEASE-BETHEL GROUP HOME	.00	.00	3,600.00	3,600.00	.0
530-44-4461 LEASE LAND AVCP HEARSTART	.00	.00	2,700.00	2,700.00	.0
530-44-4463 LEASE LAND SWANSONS/BTP	3,760.00	3,760.00	21,120.00	17,360.00	17.8
530-44-4467 LEASE LAND EUNKANG CHURCH	1,500.00	1,500.00	1,800.00	300.00	83.3
530-44-4470 LEASE LAND GCI	5,105.00	5,105.00	12,252.00	7,147.00	41.7
530-44-4474 LEASE:SOA DOT&PUBFAL(560 4TH)	4,000.00	4,000.00	9,600.00	5,600.00	41.7
530-44-9455 YKHC RENTED BLDING 378 FIFTH	8,240.00	8,240.00	19,200.00	10,960.00	42.9
TOTAL LEASE INCOME	314,278.51	314,278.51	876,500.00	562,221.49	35.9
<u>MISCELLANEOUS</u>					
530-49-4590 INVESTMENT INCOME	4,224.18	4,224.18	7,500.00	3,275.82	56.3
TOTAL MISCELLANEOUS	4,224.18	4,224.18	7,500.00	3,275.82	56.3
TOTAL FUND REVENUE	318,502.69	318,502.69	884,000.00	565,497.31	36.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEASED PROP-COURT COMPLEX</u>					
530-55-6153 HEATING FUEL-COURTCOMPLEX	10,494.99	10,494.99	61,598.00	51,103.01	17.0
530-55-6155 WATER/SEWER/GARB-COURTCOM	5,425.50	5,425.50	23,240.00	17,814.50	23.4
530-55-6160 ELECTRICITY-COURT COMPLEX	33,773.43	33,773.43	97,570.00	63,796.57	34.6
530-55-6170 TELEPHONE	125.96	125.96	800.00	674.04	15.8
530-55-6240 PROPERTY MT-COURT COMPLEX	12,999.94	12,999.94	25,000.00	12,000.06	52.0
530-55-6241 ICR-PROPERTY MAINTENANCE-15%	56,302.63	56,302.63	149,546.00	93,243.37	37.7
530-55-6333 JANITORIAL-COURT COMPLEX	37,250.00	37,250.00	89,500.00	52,250.00	41.6
530-55-6339 OTHER PURCHASED SERVICES	.00	.00	2,500.00	2,500.00	.0
530-55-6400 INSURANCE	12,990.88	12,990.88	43,900.00	30,909.12	29.6
530-55-6420 COURTHOUSE LOAN INTEREST	22,750.00	22,750.00	.00	(22,750.00)	.0
530-55-6421 BOND INTEREST EXPENSE	.00	.00	22,750.00	22,750.00	.0
530-55-9694 GENERATOR REPAIR	.00	.00	180,000.00	180,000.00	.0
TOTAL LEASED PROP-COURT COMPLEX	192,113.33	192,113.33	696,404.00	504,290.67	27.6
TOTAL FUND EXPENDITURES	192,113.33	192,113.33	696,404.00	504,290.67	27.6
NET REVENUE OVER EXPENDITURES	126,389.36	126,389.36	187,596.00	61,206.64	67.4

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

BETHEL PUBLIC TRANSIT SYSTEM

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>LOCAL SOURCES</u>					
560-40-4600	CASH TRANSFER GF	.00	.00	166,766.00	166,766.00	.0
	TOTAL LOCAL SOURCES	.00	.00	166,766.00	166,766.00	.0
	<u>FEDERAL SOURCES</u>					
560-41-4101	REV-FEDERAL TRANSIT 5311	115,737.42	115,737.42	257,443.00	141,705.58	45.0
	TOTAL FEDERAL SOURCES	115,737.42	115,737.42	257,443.00	141,705.58	45.0
	<u>CHARGES FOR SERVICES</u>					
560-43-4370	BUS FARES	4,939.00	4,939.00	40,000.00	35,061.00	12.4
560-43-4371	BUS FARES-PREPAID	4,600.00	4,600.00	.00	(4,600.00)	.0
	TOTAL CHARGES FOR SERVICES	9,539.00	9,539.00	40,000.00	30,461.00	23.9
	TOTAL FUND REVENUE	125,276.42	125,276.42	464,209.00	338,932.58	27.0

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

BETHEL PUBLIC TRANSIT SYSTEM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSIT SYSTEM SECTION 5311</u>					
560-50-6000 SALARIES	51,622.59	51,622.59	141,622.00	89,999.41	36.5
560-50-6010 OVERTIME	8,521.30	8,521.30	.00	(8,521.30)	.0
560-50-6022 HOLIDAY PAY	.00	.00	800.00	800.00	.0
560-50-6023 LEAVE CASHOUT	3,216.16	3,216.16	6,939.00	3,722.84	46.4
560-50-6031 PAYABLE MEDICARE FICA	943.22	943.22	2,054.00	1,110.78	45.9
560-50-6032 UNEMPLOYMENT	149.19	149.19	2,521.00	2,371.81	5.9
560-50-6033 WORKERS' COMPENSATION	951.68	951.68	3,659.00	2,707.32	26.0
560-50-6034 PERS	13,293.89	13,293.89	31,157.00	17,863.11	42.7
560-50-6040 EMPLOYEE GROUP BENEFITS	24,724.88	24,724.88	45,240.00	20,515.12	54.7
560-50-6041 UTILITY BENEFIT	2,327.75	2,327.75	11,400.00	9,072.25	20.4
560-50-6060 TRAVEL/TRAINING	1,181.40	1,181.40	2,000.00	818.60	59.1
560-50-6100 SUPPLIES	3,538.73	3,538.73	2,000.00	(1,538.73)	176.9
560-50-6150 GASOLINE/DIESEL/OIL	8,059.38	8,059.38	32,000.00	23,940.62	25.2
560-50-6153 HEATING FUEL	1,688.35	1,688.35	22,000.00	20,311.65	7.7
560-50-6155 WTR/SWR/GRB	1,386.68	1,386.68	4,200.00	2,813.32	33.0
560-50-6160 ELECTRICITY	1,789.46	1,789.46	11,100.00	9,310.54	16.1
560-50-6170 TELEPHONE	3.34	3.34	700.00	696.66	.5
560-50-6171 STAFF CELLULAR PHONES	149.46	149.46	.00	(149.46)	.0
560-50-6230 VEHICLE MAINT/REPAIR	7,952.33	7,952.33	28,792.00	20,839.67	27.6
560-50-6231 VEHICLE PARTS & TOOLS	1,322.39	1,322.39	20,000.00	18,677.61	6.6
560-50-6232 TIRES & WHEELS	.00	.00	3,000.00	3,000.00	.0
560-50-6400 INSURANCE	4,110.04	4,110.04	13,889.00	9,778.96	29.6
560-50-6503 DUES & SUBSCRIPTIONS	.00	.00	300.00	300.00	.0
560-50-6539 MISCELLANEOUS EXPENSES	10.00	10.00	1,500.00	1,490.00	.7
560-50-6710 ADMIN OVERHEAD-GF	14,189.34	14,189.34	46,162.00	31,972.66	30.7
560-50-6711 ADMIN OVERHEAD-IT SVCS	10,876.41	10,876.41	33,118.00	22,241.59	32.8
560-50-6890 CAPITAL EXPENDITURES	387,518.42	387,518.42	213,392.00	(174,126.42)	181.6
TOTAL TRANSIT SYSTEM SECTION 5311	549,526.39	549,526.39	679,545.00	130,018.61	80.9
TOTAL FUND EXPENDITURES	549,526.39	549,526.39	679,545.00	130,018.61	80.9
NET REVENUE OVER EXPENDITURES	(424,249.97)	(424,249.97)	(215,336.00)	208,913.97	(197.0)

CITY OF BETHEL
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
570-43-4651 FROM GF-ADMIN	306.85	306.85	1,111.00	804.15	27.6
570-43-4653 FROM GF-FINANCE	611.77	611.77	2,215.00	1,603.23	27.6
570-43-4654 FROM GF-PLANNING	458.76	458.76	1,661.00	1,202.24	27.6
570-43-4655 FROM GF-FIRE	5,505.45	5,505.45	19,933.00	14,427.55	27.6
570-43-4656 FROM GF-POLICE	6,300.64	6,300.64	22,812.00	16,511.36	27.6
570-43-4657 FROM GF-PW ADMIN	1,315.25	1,315.25	4,762.00	3,446.75	27.6
570-43-4658 FROM GF-STREETS/ROADS	45,879.04	45,879.04	166,109.00	120,229.96	27.6
570-43-4661 FROM GF-PROPERTY MAINT.	1,896.39	1,896.39	6,866.00	4,969.61	27.6
570-43-4664 FROM GF-PIPED SEWER	1,101.22	1,101.22	3,987.00	2,885.78	27.6
570-43-4665 FROM GEN FUND-IT SVCS	917.53	917.53	3,322.00	2,404.47	27.6
570-43-4671 FROM EF-PORT	978.84	978.84	3,544.00	2,565.16	27.6
570-43-4672 FROM EF-HAULED WATER	91,666.37	91,666.37	331,886.00	240,219.63	27.6
570-43-4673 FROM EF-HAULED SEWER	90,228.77	90,228.77	326,681.00	236,452.23	27.6
570-43-4674 FROM EF-PIPED WATER	886.87	886.87	3,211.00	2,324.13	27.6
570-43-4676 FROM EF-HAULED REFUSE	22,021.86	22,021.86	79,732.00	57,710.14	27.6
570-43-4677 FROM EF-LANDFILL OPERATIONS	24,468.97	24,468.97	88,592.00	64,123.03	27.6
570-43-4678 FROM EF-BETHEL HGT WATER TRMT	902.34	902.34	3,267.00	2,364.66	27.6
570-43-4680 FROM EF-CITY SUB WATER TRMT	1,223.56	1,223.56	4,430.00	3,206.44	27.6
570-43-4684 FROM EF-BETHEL TRANSIT SYSTEM	7,952.33	7,952.33	28,792.00	20,839.67	27.6
570-43-4686 FROM EF- YKAHTC	.00	.00	1,104.00	1,104.00	.0
TOTAL CHARGES FOR SERVICES	304,622.81	304,622.81	1,104,017.00	799,394.19	27.6
TOTAL FUND REVENUE	304,622.81	304,622.81	1,104,017.00	799,394.19	27.6

CITY OF BETHEL
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>VEHICLE & EQUIP MAINT</u>					
570-50-6000 SALARIES	108,276.63	108,276.63	427,017.00	318,740.37	25.4
570-50-6010 OVERTIME	3,867.50	3,867.50	15,000.00	11,132.50	25.8
570-50-6023 LEAVE CASHOUT	484.58	484.58	22,101.00	21,616.42	2.2
570-50-6031 PAYABLE MEDICARE FICA	1,717.89	1,717.89	6,409.00	4,691.11	26.8
570-50-6032 UNEMPLOYMENT	275.34	275.34	7,868.00	7,592.66	3.5
570-50-6033 WORKERS' COMPENSATION	1,880.88	1,880.88	11,419.00	9,538.12	16.5
570-50-6034 PERS	24,535.82	24,535.82	97,244.00	72,708.18	25.2
570-50-6040 EMPLOYEE GROUP BENEFITS	28,529.18	28,529.18	128,482.00	99,952.82	22.2
570-50-6041 UTILITY BENEFIT	9,632.83	9,632.83	32,376.00	22,743.17	29.8
570-50-6060 TRAVEL/TRAINING	.00	.00	10,000.00	10,000.00	.0
570-50-6100 SUPPLIES	1,122.56	1,122.56	10,000.00	8,877.44	11.2
570-50-6103 WEARING APPAREL	444.14	444.14	4,000.00	3,555.86	11.1
570-50-6150 GASOLINE/DIESEL/OIL	4,109.07	4,109.07	8,000.00	3,890.93	51.4
570-50-6153 HEATING FUEL	4,380.91	4,380.91	16,250.00	11,869.09	27.0
570-50-6155 WATER/SEWER/GARBAGE	1,573.58	1,573.58	6,492.00	4,918.42	24.2
570-50-6160 ELECTRICITY	7,349.39	7,349.39	15,875.00	8,525.61	46.3
570-50-6200 MINOR EQUIPMENT	2,703.70	2,703.70	25,000.00	22,296.30	10.8
570-50-6231 VEHICLE PARTS & TOOLS	2,016.56	2,016.56	8,000.00	5,983.44	25.2
570-50-6232 TIRES & WHEELS	.00	.00	2,000.00	2,000.00	.0
570-50-6339 OTHER PURCHASED SERVICES	52.59	52.59	15,000.00	14,947.41	.4
570-50-6400 INSURANCE	12,990.72	12,990.72	43,900.00	30,909.28	29.6
570-50-6503 DUES & SUBSCRIPTIONS	5,170.77	5,170.77	20,000.00	14,829.23	25.9
570-50-6539 MISCELLANEOUS EXPENSES	346.47	346.47	.00	(346.47)	.0
570-50-6710 ADMIN OVERHEAD-GF	43,247.03	43,247.03	138,467.00	95,219.97	31.2
570-50-6711 ADMIN OVERHEAD-IT SVCS	10,876.28	10,876.28	33,118.00	22,241.72	32.8
TOTAL VEHICLE & EQUIP MAINT	275,584.42	275,584.42	1,104,018.00	828,433.58	25.0
TOTAL FUND EXPENDITURES	275,584.42	275,584.42	1,104,018.00	828,433.58	25.0
NET REVENUE OVER EXPENDITURES	29,038.39	29,038.39	(1.00)	(29,039.39)	29038

City of Bethel, Alaska

City Manager's Office

November 20- December 11, 2024

Personnel

Community Parks and Recreation Director

The City has hired of Shane Iverson, long-time KYUK General Manager, as our new Community Parks and Recreation Director. Shane will officially begin with the City on February 10. With years of community leadership and a commitment to public service, Shane will bring a wealth of experience and passion to our new Community Parks and Recreation Department. We are certain with Shane's guidance we will create community parks and recreational programming that meets the unique needs of our community's residents and visitors. Please join us in welcoming Shane to the team.

Fire Lieutenant Promotions

The Director of Public Safety has promoted Jared Buster Hanson, and Daniel J. Chakuchin, both current Bethel Fire Department Personnel to Fire Lieutenants. Congratulations to Chakuchin and Hanson and thank you for your dedication to our community!

Police Department Academy Graduates

Congratulations to Sargent Watson, Sargent Roberson, and Detective Saulters in their recent graduation of the Police Academy. The City is thankful for your commitment to serving our community.

New Hires

Fire Department Alyse Lincoln, Firefighter/EMT.
Police Department Karren Pitts, Dispatch Supervisor.
Police Department Linea Chase and Nikki Zaukar, Dispatchers.
Police Department James Harrington, Police Officer II

Capital Project Updates

Animal Control Center

The City has informed UIC, the winning proposal on the Request for Proposal for the Animal Control Center Construction, that our construction ceiling should be under \$1.5 Million. We are waiting to hear back from UIC on their ability to modify the design scope to meet that construction limitation.

Bethel Heights Water Treatment Plant Upgrades

The Bethel Heights Water Treatment Plant received a substantial completion inspection by DOWL, the City Engineers on December 11 and 12. We are close to substantial completion but the contractors have a few remaining items to button up before we close out this phase of the project.

This project is part of a larger project known as the Bethel Heights/Martina Oscar Water/Sewer Upgrades Phase 1. The total budget for the Phase 1 is \$13,860,000 funded by Village Safe Water. Phase 1. Includes:

- 1) Circulation improvements to Bethel Heights water plant: DONE 12/11/24.
- 2) Piped distribution system to Martina Oscar subdivisions: Planned for 2026.
- 3) Repairs throughout existing Bethel Heights pipe network: Not scheduled.

Chemical Storage Building

The construction of the chemical storage building, funded by ARPA Fuds at \$1,500,000, is nearing completion following some fall delays. We anticipate all of the funds being expended by the grant deadline of December 31, 2024, although contractors may request an extension on the final completion deadline. This facility will be used to store chemicals used at the City's water treatment facilities.

Public Safety Communications Tower

This construction project was funded primarily through a State Legislative appropriation of \$500,000 with a \$200,000 City match. This project consists of the construction of a City owned radio tower at the Police Department for first responders communications.

Professional Housing Development

The City was awarded \$3 Million to construct six residential units for the State's definition of "Professionals." The required completion date for this project is September 2026, we are ahead of schedule as we anticipate having the units available for occupancy in the fall of 2025.

Grant Updates

Animal Control Center

After a lot of door knocking, the City received a call from Rasumson on December 11th, with news that we were awarded \$250,000 to support the construction of the Animal Control Center. This grant award is especially meaningful because it is outside of the normal scope of funding for Rasumson. They were however moved by the work the Bethel Friends of Canines is doing for the YK Delta, and had admiration for the strength in our community

partnership. A BIG GIANT shout out to Jesslyn Elliot and the many individuals that support Bethel Friends of Canines for truly making a difference.

Safe Streets for All

The City has been awarded \$52,800 to develop a pedestrian safety plan. There is a \$13,000 match for the City. We have begun reaching out to contractors to obtain quotes to support the City's development of the plan. We will also be working with AML on their statewide collaborative planning discussions.

JAG Grant

The City was awarded \$11,116 from the US Department of Justice which will be used to strengthen the security of the Police Department through upgrades to the camera and entry systems. We anticipate the total cost of this project to be \$60,326.36, we are searching for additional grants to help close the funding gap to avoid requiring a general fund appropriation.

State Revolving Loan Fund

The City submitted applications to the State of Alaska Revolving Loan Fund Program for their fourth quarter acceptance period. The project submitted were:

City Subdivision Water Plan Automation \$1,369,000

Bethel Heights Water Plan Automation \$1,418,000

Both requests scored very high on the Alaska Drinking Water Project Priority List and qualify for the State Revolving Loan, but did not have forgiveness money funded. The Administration has one year to determine if we would like to move forward with the low interest loan application with the State. We will be considering our options in the coming months.

It is our intention to continue to submit request for the quarterly State Revolving Loan Program with the hope that our water and sewer capital projects will make it to the priority list and have loan forgiveness applied.

Financial Updates

As of October 30, 2024, the City had a total fund balance of \$24,947,251 with \$15,518,068.95 undesignated.

As of October 30, 2024:

Total Taxes Collected were \$3,413,754.78 out of the budgeted \$11,669,000, this is 29.3% of expected earnings and we are 33.3% through the fiscal year.

For the full detail of year-to-date revenue and expenditures refer to the December 19, 2024 New Business Agenda Item 10.12.

Operational Updates

Finance

- The finance team is working hard at closing out the FY 24 Audit.
- The end of the year is busy for our sales tax team. They are working with just over twenty businesses that are delinquent in their sales tax so that they can be compliant with the code requirements for their sales tax certificate renewals. We look forward to publishing the sales tax delinquency list within the first quarter of 2025.
- We have started working on a plan for our FY26 budget. The goal of this budget cycle will be to streamline the processes from start to finish. We have asked for departments that support the enterprise funds to provide us with a value that represents their support to the enterprise funds so that we can more accurately reflect the indirect cost allocation rates throughout the budget.
- Each department has been asked to identify any capital improvement needs which will be discussed and priorities within the leadership team.
- The utility billing team has been asked to update each of our utility accounts to ensure they include an accurate email address. We would soon like to transition to electronic bill pay.

Human Resources

- Payroll and Human resources continue to move through the City's transition to electronic time keeping, and personnel records management.

Planning

- Planning has prepared the Conditional Use Permit Application requesting the City's lots on Fifth Avenue to permit park lands under the Public Lands and Institutions Zone.
- Planning has been working hard creating a file set of nuisance properties, the current list consists of 23 properties. The team has run into complications identifying ownership of many properties. Planning, Legal, Public Works, and Public Safety will continue to collaborate in nuisance abatement issues which has been identified as a team priority for 2025. The process does take time.

Public Works

- The Bethel Heights Water Treatment updates was a big focus of the piped utility team this month.
- Streets and Roads are almost ready to move into their new office building, we are just waiting for internet installation.
- We are going to start advertising our FREE junk vehicle pickup services which corresponds to our nuisance abatement goals.
- Streets and Roads replenished the sand pile at the public works building during the warmer temperatures.
- Facility maintenance is working through the capital project list for the City and preparing a plan for summer work.

Alaska Drinking Water Fund - State Fiscal Year 2025 (SFY25) Project Priority List - Base and BIL General Supplemental Funding

Net Resources Available to Provide Assistance = \$147.5 million.

(1) Within Funding Limits column indicates that the project is within the current fundable limit of the Alaska Drinking Water Fund. Large projects (over \$5 million) may be phased based on projected funding needs during the next year. Loan applications may be submitted for any project within the funding limits that is ready to proceed.

(2) Loan forgiveness is subject to change depending on the readiness of projects to proceed. Maximum loan forgiveness to be awarded from Base and BIL General Supplemental Funding is approximately \$23 million.

(3) Loan repayment terms will be finalized when a loan agreement is offered. The finance rate will be based on a calculation identified in Alaska Administrative Code (18 AAC 76).

(4) Individual Pro Fi projects are reviewed and assigned a weighted score based on the total project cost. The overall score for the Pro Fi questionnaire is the sum of weighted scores for all of the Pro Fi projects.

Rank	Score	Within Funding Limits ⁽¹⁾	Public Water System Name and ID# (Population Served)	Applicant	Project Name and Description	Requested Loan Amount	Disadvantaged Community Tier	Loan Forgiveness ⁽²⁾	Loan Repayment Term ⁽³⁾ (years)	Green Project Estimate	Green Project Type	Sustainability Policy	Anticipated Project Start Date	Added to PPL
DRINKING WATER PROJECT QUESTIONNAIRES														
1	230	X	MOA Municipality of Anchorage AK2210906 (291,826)	Anchorage Water and Wastewater Utility (AWWU)	Girdwood Well 2 Upgrade - Consider alternatives to either replace the existing well or upgrade the existing well to include additional treatment to address the Alaska, Department of Environmental Conservation Compliance Order by Consent for Groundwater Under the Direct Influence of Surface Water issued November 11, 2022.	\$5,000,000	Tier 2	\$1,500,000	20			Fix It First	1/3/2025	SFY25-1
2	190	X	Ketchikan Gateway Borough AK2121510 (1,321)	Ketchikan Gateway Borough	Roosevelt & Franklin Drive Water Main Replacement – Replace approximately 2,400 linear feet of water distribution mains from the Roosevelt Booster Station to the Pressure Reducing Vault along Franklin Road and from Roosevelt Drive to the Ravenwood Drive intersection. Work will also include the installation of 3-way valve clusters at intersecting roads, replacement of all valves, replacement of copper water services with HDPE, and potential replacement of hydrants.	\$750,000	Tier 2		5 to 20			Fix It First	7/1/2025	SFY25-3
3	160	X	Homer AK2240456 (6,008)	Homer	Raw Water Transmission Line Fiber Cable - Install underground fiber optic cable connecting the water treatment plant to the raw water pump station.	\$150,000	Tier 2		20 to 30			Effective Utility Mgmt	6/1/2025	SFY25-2
4	157 ⁽⁴⁾	X	MOA Municipality of Anchorage AK2210906 (291,826)	AWWU	SFY25 Programmatic Financing (Pro Fi) Loan - The applicant has provided a list of eligible projects including planning, design, engineering, and construction activities for water infrastructure projects. A list of projects is attached.	\$11,500,000	Tier 1		20			Fix It First	9/1/2022	SFY25-1
5	150	X	Talkeetna AK2225032 (375)	Matanuska Susitna Borough	Talkeetna Water System Upgrades - Address known deficiencies in the water system including the following: design and construction of a new treated water storage reservoir, alternative well site, installation of Supervisory Control and Data Acquisition (SCADA) alarm system in water treatment plant.	\$1,500,000	Tier 3	\$1,500,000	20 to 30			Fix It First	9/18/2023	SFY24-1
6	150	X	Nome Joint Utility System AK2340010 (3,598)	Nome Joint Utility System	Front Street Water Main Replacement - Replace failing water main and services along and adjacent to Front Street between Bering Street and Steadman Street.	\$2,750,000	Tier 2		5 to 20			Fix It First	5/18/2026	SFY24-3
7	145	X	Bethel AK2270346 (6,325)	Bethel	City Subdivision Water Plant Automation – Design, engineer and replace the 20-year-old process and motor control systems with new automation equipment to assist operators with scheduling, maintenance, and supervision of plant operations from a central Supervisory Control and Data Acquisition system.	\$1,369,000	Tier 3		Less than 5			Effective Utility Mgmt	1/2/2025	SFY25-3
8	145	X	Bethel AK2271999 (6,325)	Bethel	Bethel Water Plant Automation – Design, engineer and replace the 20-year-old process and motor control systems with new automation equipment to assist operators with scheduling, maintenance, and supervision of plant operations from a central Supervisory Control and Data Acquisition system.	\$1,418,000	Tier 3		Less than 5			Effective Utility Mgmt	1/2/2025	SFY25-3
9	145	X	Homer AK2240456 (6,008)	Homer	Ohlson & Bunnell Water Main Replacement - This project will replace aging cast iron water main at the end of its useful life.	\$491,400	Tier 2	\$491,400	20 to 30	\$400,000	Water	Fix It First	6/2025	SFY23-Q4

Rank	Score	Within Funding Limits ⁽¹⁾	Public Water System Name and ID# (Population Served)	Applicant	Project Name and Description	Requested Loan Amount	Disadvantaged Community Tier	Loan Forgiveness ⁽²⁾	Loan Repayment Term ⁽³⁾ (years)	Green Project Estimate	Green Project Type	Sustainability Policy	Anticipated Project Start Date	Added to PPL
10	130	X	Ketchikan Public Utilities AK2120232 (8,050)	Ketchikan	Park Avenue Harris Street Revitalization - Replace approximately 2200 lineal feet of water distribution lines made from cast iron or ductile iron (diameter varies from 6 to 12 inches) with corrosion resistant high-density polyethylene (HDPE) pipe. A separate loan questionnaire has been submitted to the Alaska Clean Water Fund for financial assistance to replace aging sewer mains in this project area.	\$2,000,000	Tier 2	\$1,500,000	5 to 20			Fix It First	1/1/2025	SFY24-1
11	125	X	Haines Borough AK2111566 (1,713)	Haines Borough	Small Tracts Water Main Extension - Add approximately 4,200 feet of new water main to provide a continuous loop to Small Tracts Road area and eliminate a dead-end water main. This will provide utility services to approximately 44 parcels that do not currently receive piped services.	\$2,835,000	Tier 3	\$2,500,000	20 to 30			Effective Utility Mgmt	6/1/2025	SFY25-1
12	120	X	Kenai AK2240448 (5,200)	Kenai	Water Treatment Plant Pumphouse - Replace the existing pumphouse building with an insulated metal-panel structure and replace the existing distribution pumps with larger Variable Frequency Drive (VFD) driven pumps to improve reliability and reduce energy consumption.	\$1,200,000	Tier 2	\$1,200,000	5 to 20	\$600,000	Energy	Fix It First	5/1/2024	SFY24-1
13	120	X	Homer AK2240456 (6,008)	Homer	Water Treatment Plant Membrane Filtration Train Replacement - Purchase and install a new membrane filtration train to replace the existing end-of-life filtration system. The warranty period for the membrane filtration train is 10 years; Homer's existing system has been in operation for 14 years.	\$2,900,000	Tier 2	\$1,500,000	10			Fix It First	2025 or 2026	SFY24-1
14	106	X	Craig AK2120193 (1,201)	Craig	Raw Water Main Replacement - Design replacement of approximately 5.5 miles of aging ductile iron raw water main that transmits raw water from North Fork Lake to the Craig water treatment plant.	\$1,800,000	Tier 3	\$1,800,000	5			Fix It First	7/15/2021	SFY22-Q1
15	105	X	North Pole AK2310675 (2,969)	North Pole	Water Meter Replacement - Replace failing meters within the distribution system.	\$785,000	Tier 1		20 to 30			Fix It First	12/1/2022	SFY23-Q3
16	100	X	Haines Borough AK2111566 (1,713)	Haines Borough	Piedad Water Treatment Plant Improvements - Upgrade the Piedad Pressure Sustaining Valve to a 4-inch diameter in the South Sawmill Vault to allow higher drinking water production. Construct a small utility building over the vault and a Water Storage Facility to increase chlorine contact time, fire suppression, and water supply volume. Add a chlorine room to isolate chlorine from other WTP equipment to increase the lifespan of monitoring equipment.	\$1,300,000	Tier 3		20 to 30			Effective Utility Mgmt	6/14/2025	SFY25-1
17	90	X	Palmer AK22260200 (5,888)	Palmer	Reservoir One Upgrade - Build a new above ground tank to accommodate current and future needs. The above ground tank will allow for easier access for inspections and cleanings. The old reservoir will be modified to allow access to provide more capacity and redundancy for the new tank and Well one will be rehabilitated and upsized. Electrical controls and emergency backup systems will be upgraded, and valves will be renewed since the current valves do not isolate the system. Road access will be shifted from Scott Rd. to Bogard Rd.	\$7,500,000	Tier 2	\$1,500,000	20 to 30			Fix It First	1/25/2024	SFY24-3
18	78	X	Nome Joint Utility System AK2340010 (3,598)	Nome Joint Utility System	Equipment Response / Storage / Office Facility - Construct a building to support the drinking water utility, amalgamate ancillary facilities, reduce operating costs, protect equipment, and improve health and safety of the work environment. The facility will also support the sewer utility. The cost of construction would be split between the Alaska Clean Water Fund and the Alaska Drinking Water Fund.	\$5,025,000	Tier 2		20 to 30	\$1,000,000	Energy	Effective Utility Mgmt	5/12/2025	SFY24-3
19	76	X	Juneau AK2110342 (33,026)	Juneau	Salmon Creek Filter Plant Upgrades - Purchase and replace filter media that is at the end of its useful life at the Salmon Creek Water Treatment Plant.	\$2,500,000	Tier 1					Effective Utility Mgmt	10/2/2023	SFY23-Q4
20	76	X	Juneau AK2110342 (33,026)	Juneau	Potable Water Supervisory Control and Data Acquisition (SCADA) and Capacity Improvements - This project will involve design and upgrades to SDADA system. In addition, a new filter rack and media will be installed to establish addition water supply production capacity.	\$3,500,000	Tier 1			\$500,000	Energy	Effective Utility Mgmt	6/3/2024	SFY23-Q4
21		X	Nome Joint Utility System AK2340010 (3,598)	Nome Joint Utility System	Lester Bench Water System Extension - Extend pressurized potable water from Moonlight Springs water transmission main east across to Center Creek Road to provide 15 homes with potable water and complete the loop back to the MLS main to maintain circulation.	\$2,500,000	Tier 2		5 to 20			Fix It First	5/19/2025	SFY24-1

Rank	Score	Within Funding Limits ⁽¹⁾	Public Water System Name and ID# (Population Served)	Applicant	Project Name and Description	Requested Loan Amount	Disadvantaged Community Tier	Loan Forgiveness ⁽²⁾	Loan Repayment Term ⁽³⁾ (years)	Green Project Estimate	Green Project Type	Sustainability Policy	Anticipated Project Start Date	Added to PPL
22	70	X	Potter Creek AK2214730 (375)	Potter Creek Water Company	PRV Valve Monitoring and Safety Upgrade - Construct a driveway pull-out for utility personnel to fully exit the road to access one of the PRV facilities and install remote monitoring for three PRV facilities to monitor upstream and downstream pressures and flow rates.	\$80,000	Tier 1		20 to 30			Effective Utility Mgmt	TBD	SFY25-1
23	70	X	Vallenar View Mobile Home Park AK2120012 (190)	Alpat Water Utility	Source and Transmission Main Design - Complete the hydrogeologic investigation utilizing drilling and water quality data and ground resistivity to map bedrock and confining layers. This will assist in the design work and negotiations of an easement for a well site, power line, water transmission main, and a well house facility.	\$669,000	Tier 2		5 to 20			Effective Utility Mgmt	10/21/2024	SFY25-2
24	66	X	Seward AK2240757 (2,693)	Seward	New Water Meter Installation - Purchase and install 200 water meters with remote reader reporting capabilities to promote water conservation and simplify billing rates.	\$432,000	Tier 2	\$432,000		\$400,000	Water	Effective Utility Mgmt	1/2/2025	SFY23-Q1
25	55	X	Palmer AK22260200 (5,888)	Palmer	Develop New Well and Wellhouse - Design and construct a new high production well and a new wellhouse to contain the control and treatment equipment. Connect the new well to the City of Palmer's distribution system.	\$6,100,000	Tier 2		20 to 30			Effective Utility Mgmt	5/1/2025	SFY25-1
26	50	X	Nome Joint Utility System AK2340010 (3,825)	Nome Joint Utility System	Tank Farm Operation Relocation – Relocate the existing tank farm to a more stable location. Due to permafrost and climate change, the existing tank farm location is subject to differential settling that requires ongoing leveling and maintenance to avoid tank failure. The bulk fuel tank farm supports community electric power generation needs which in turn provides essential support to the community water system (freeze protection through use of waste heat from electric generation activities and power for water circulation pumps). Only the portion of this tank relocation project attributed to the water utility power needs may be eligible for financing through the SRF Program.	\$5,940,000	Tier 2		5 to 20				6/2/2025	SFY25-3
27	46	X	Craig AK2120193 (1,201)	Craig	Water Plant Contact Chamber Baffles - Install baffles in the existing 35,000-gallon chlorine contact chamber and the 165,000-gallon water storage tanks to achieve chlorine contact time more efficiently. Construct an additional 30,000-gallon baffled storage tank.	\$588,200	Tier 3	\$588,200	5 to 20			Effective Utility Mgmt	5/19/2023	SFY23-Q1
28	45	X	Petersburg AK130148 (3,200)	Petersburg	Scow Bay Water Extension - Federal funding was received to construct a vessel haul-out. This project proposes to extend the water system to the vessel haul-out yard to provide water for the utility building that includes an office space, restrooms, and shop area.	\$331,771	Tier 2		20 to 30				3/1/2025	SFY25-2
29	40	X	Craig AK2120193 (1,201)	Craig	Water Treatment Plant Capacity Upgrade Design - Produce an engineered design to increase treated water volume to meet current and future demands.	\$300,000	Tier 3	\$111,800	20 to 30			Planning	7/1/2025	SFY24-1
30	40	X	Kotzebue AK2340060 (3,082)	Kotzebue	Vortac Lake Dam - Complete a planning study to identify options to stabilize the Vortac Lake Dam and maintain the water source, a primary water source for the City of Kotzebue.	\$1,000,000	Tier 3	\$1,000,000	20 to 30			Effective Utility Mgmt	1/1/2025	SFY25-1
31	10	X	King Cove AK2260244 (757)	King Cove	Refinance USDA Loan Delta Creek - Refinance a high interest loan which was used to construct two new wells which produce about 275 million gallons of clean drinking water annually and corrected problems and leaks in the distribution system.	\$850,000	Tier 3		20 to 30				4/30/2024	SFY25-1
32	10	X	Nome Joint Utility System AK2340010 (3,598)	Nome Joint Utility System	Utility Equipment Amendment - Replace aging equipment such as the vactor truck, digger derrick, fuser, and pickup trucks which are used to maintain and repair vital water and sewer systems.	\$8,575,000	Tier 2		5 to 20				3/1/2024	SFY25-1
33	5	X	NSBU Wainwright AK2310918 (610)	North Slope Borough	Wainwright Secondary Water Source - Address needed upgrades to secondary water sources. More information regarding the scope of anticipated work to be provided by the North Slope Borough.	\$16,000,000	Tier 3		20 to 30				5/1/2025	SFY25-1
34	5		NSBU Point Lay AK2320256 (172)	North Slope Borough	Point Lay Water Upgrade - Address needed upgrades to the water system. More information regarding the scope of anticipated work to be provided by the North Slope Borough.	\$42,445,000	Tier 3		20 to 30				5/1/2025	SFY25-1

Rank	Score	Within Funding Limits ⁽¹⁾	Public Water System Name and ID# (Population Served)	Applicant	Project Name and Description	Requested Loan Amount	Disadvantaged Community Tier	Loan Forgiveness ⁽²⁾	Loan Repayment Term ⁽³⁾ (years)	Green Project Estimate	Green Project Type	Sustainability Policy	Anticipated Project Start Date	Added to PPL
SUBTOTAL						\$142,084,371		\$15,623,400		\$2,900,000				

AMENDMENTS TO EXISTING LOANS														
280	X	Vallenar View Mobile Home Park AK2120012 (190)	Alpat Water Utility	Vallenar View Water System Renewal - Increase in loan amount of SRF Loan Number 125061-S to acquire necessary easements to re-locate water source outside floodplain, install power to the water source, rehabilitate leaking transmission main, replace water distribution system to meet separation distance requirements, replace water treatment system, replace distribution pumps, and reconfigure water storage as necessary to meet contact time requirements.	\$230,928			5 to 20				Fix It First	9/1/2024	SFY25-2
165	X	Nome Joint Utility System AK2340010 (3,825)	Nome Joint Utility System	Bering St/Seppala Dr Water and Sewer Improvements – Change in Scope and Increase in Loan (627241-S G): Replace leaking sections of 40-year-old Sclaircore direct bury sewer main and replace spot sections of pipe due to sagging in coordination with an Alaska Department of Transportation and Public Facilities project.	\$5,187,380	Tier 2	\$1,500,000	5 to 20				Fix It First	5/26/2025	SFY25-3
135	X	Sitka AK2130075 (8,458)	Sitka	Lake and Monastery Water Improvements - Increase in loan amount of SRF Loan Number 783421 to replace approx. 2,700 LF of cast/ductile iron water main, 47 services, and all associated isolation valves and hydrants on Lake, Monastery, Hirst and Kinkad Streets. Upgrades will replace failing water main in the area.	\$895,000	Tier 1		20 to 30				Fix It First	10/1/2024	SFY25-2
45	X	Vallenar View AK2120012 (175)	Alpat Water Utility	Vallenar View Source Feasibility Study – Increase in loan amount for 125071-S. Drill a test water supply well and analyze water and soil samples to determine source viability.	\$15,000	Tier 2		Less than 5				Effective Utility Mgmt	12/2/2024	SFY25-3
AMENDMENT SUBTOTAL						\$268,847,050		\$29,746,800						

SUSTAINABLE INFRASTRUCTURE PLANNING PROJECTS (SIPP)														
1	50	X	Homer AK2240456 (6,008)	Homer	Water Master Plan - Update the water system portion of the 2006 Water and Sewer Master Plan.	\$78,303	Tier 2	\$75,000	5	na		Planning	4/30/2023	SFY23-Q3
2	35	X	Wasilla AK2224646 (10,299)	Wasilla	Wasilla Water Masterplan – Update the over two-decade old Water Masterplan to identify current infrastructure needs, forecast growth to plan for infrastructure improvement, and budget appropriately for future projects.	\$75,000	Tier 4	\$75,000	20 to 30			Effective Utility Mgmt	4/28/2025	SFY25-3
SIPP SUBTOTAL						\$153,303		\$150,000						
TOTAL FUNDING REQUESTED (ALL CATEGORIES)						\$142,252,674		\$15,773,400						

Alaska Drinking Water Fund Programmatic Financing (Pro Fi) Projects

Applicant: Anchorage Water and Wastewater Utility

SFY24 Loan Request: \$7,500,000

SFY25 Loan Request: \$11,500,000

Loan Term: 20 years

Year	Number	Project Name	Description
SFY24	SFY25	D-22-01	475 Loop Conversion
	SFY25	E 42nd Lake Otis to Piper Water Rehab	Convert portions of the Anchorage bowl transmission loop to the 475 hydraulic grade line to enhance system operations. The project will provide a new gravity intertie to replace a pumped intertie and demolish an outdated facility. Work also includes new flow monitoring and SCADA additions for new equipment.
SFY24	SFY25	D-22-05	Eklutna Water Treatment Facility Disinfection Improvements
SFY24	SFY25	D-20-23	Eklutna Water Treatment Facility Energy Recovery Station Control Improvements
	SFY25	Eklutna Water Treatment Facility Motor Control Center Upgrade	Replace the existing 20-year-old on-site hypochlorite generation system to improve reliability of the disinfection system and also improve worker safety.
	SFY25	Girdwood Donner Intertie	Rehabilitate the control infrastructure for the water treatment energy recovery station.
	SFY25	Girdwood Donner Intertie	Upgrade the motor control center and uninterruptible power supplies.
SFY24	SFY25	D-22-08	Girdwood Water System Upgrade
SFY24		D-22-13	Girdwood Well Rehab
SFY24	SFY25	D-22-15	Glenn Square PRV Facility
SFY24		John Wells 1952 Addition Water Improvements	Demolish the Vail and St. Moritz booster stations and the Timberline Pressure Relief Valve (PRV) Station that have exceeded their useful life. Construct one new combined booster/PRV station adhering to current standards. The project also includes a new sampling station for water quality management and Supervisory Control and Data Acquisition (SCADA) for active management.
SFY24	SFY25	D-22-10	Reservoir 3 and 4 Circulation Lines
SFY24	SFY25	D-22-11	SW 260 Zone Capacity Improvements
SFY24	SFY25	D-19-14	Water Master Plan Update
SFY24	SFY25		Water Facility Energy Savings Performance Contract Services
SFY24	SFY25	D19-11	W 43rd - Aero to Constellation Water Rehab
			The project involves construction of a new aboveground pressure relief valve (PRV) facility to replace or upgrade the aged Chrysler PRV vault originally constructed in 1971 and modified in 1981. The existing vault is in a condition requiring improvements and access is limited by inbound traffic from the Glenn Highway.
			Construct approximately 1,900 linear feet of water main to the John Wells 1952 Addition subdivision that currently receives water service through private on-site wells where contaminants exceed the safe standards or health advisory level.
			In order to improve reservoir water circulation, install approximately 80 linear feet of 24-inch ductile iron pipe, 44 linear feet of 16-inch ductile iron pipe, 5 linear feet of 12-inch ductile iron pipe, one (1) single pumper fire hydrant assembly, seven (7) 12-inch to 24-inch gate valves and valve boxes, fittings, cathodic protection anodes, and sections of storm drain pipe. The Work in the Reservoir Facility Building includes mechanical piping, flow meters, valves, fittings, hydro-kinetic turbine, centrifugal pump, instrumentation, electrical, controls, and HVAC equipment. Additionally, the project includes demolition of Century Village Booster Station and removal of the existing sleeve valve in Tudor Valve Vault.
			Provide necessary connectivity between two pressure zones in the AWWU water distribution system and thereby ensure more reliable service. The project will install water main to the SW 260 pressure zone through the Tanglewood Gold Course, Upgrade/construct a PRV Station at Oceanview North and Bowman School and abandon three existing PVR stations.
			The water master plan provides a guide for future expansion, modifications, and rehabilitation over a 20-year planning horizon.
			Work with energy saving performance service contractors to investigate, recommend improvements, design, and construct energy efficient services. Recommended improvements may include energy efficiency improvements to HVAC and lighting at AWWU facilities.
			Upgrade approximately 2500 feet of 6-inch and 10-inch cast iron pipe with a history of shear breaks on W. 43rd Avenue and W. 44th Avenue along with the piping on Aero Avenue and Beechcraft Drive between W. 43rd Avenue and W. 44th Avenue.

PORT OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-2310
Fax: 907-543-2311



To: Lori Strickler, City Manager
From: Edward Flores, Port Director
Subject: November 2024 Managers Report

- **Small Boat Harbor**

November is the first month for the harbors off season. all remaining boats were removed from the land and placed on seawall pipes for storage and marked down as in storage. Dirt was removed from around all four pilings on the extra approach that is on the west bank of the SBH. And all the landside pilings on the North side of the harbor have been excavated in preparation for leveling.

- **City Dock/Beach 1/Petro Port**

The City Dock is now in winter mode. Everything left on the dock is now in storage. A couple of our customers with traditionally large footprints for winter storage have smaller footprints this winter. We also have a company that usually does not have that big of a footprint that has a bigger-than-usual one. It is unclear whether it will be a wash. I believe we will be a little light on the storage for the city dock this year. Beach 1 is jam-packed with vessels, I don't think we could fit another one if we tried. I believe we will be able to reach our goal for beach storage this winter. We do have two companies working on vessels currently.

- **Port Office**

The port office is running well. We have no issues with connectivity or heat. Building Maintenance Has turned on the second boiler, so now we are running both boilers for the winter months. we will be spreading ice melt as needed for foot traffic around the office.

- **Admin**

Our monthly storage is prepared and will leave the Port office this first week of December. November is our first month for winter storage. The main difference between winter and summer storage is that we charge every month in the winter and every two weeks in the summer. The Port Commission did not meet in November, Our next scheduled meeting will be at 7 p.m. on December 16th, 2024. At City Council Chambers.

- **Misc.**

We do have a couple of ramps for the small boat harbor that need to be worked on, we have identified ones that need the most work and have taken the first one to the sand shed to be assessed and fixed. And when that one is done we will bring the next one down. The Port has been helping out with the mail for the last half of November and will continue to do so for the rest of the month of December. We will be working on an RFP for the floats in the Harbor.



CITY OF BETHEL
OFFICE OF
JAMES C. HARRIS
CHIEF OF PUBLIC SAFETY
harrisjc@cityofbethel.net



November 2024 Monthly Report
Police Department

Personnel:

Current Staffing			
Position	Allocated	Staffed	Vacant
Safety Patrol (three grant funded)	3	3	0
Community Service Officer	2	2	0
Evidence and Record Custodian	1	1	0
Administrative Assistant/Taxi Inspector	1	0	1
Public Safety Dispatcher (one E911 funded)	5	2	3
Public Safety Dispatch Supervisor	1	1	0
Peace Officers (one grant funded/reimbursed SRO)	20	12	8

Operations:

Operations Tempo				
	November 2024	October 2024	October 2023	2024 Total
Calls Total	958	1566	1102	18313
Reports Total	91	179	79	1383
Intoxicated Pedestrian Calls	150	308	189	1816
Driving Under Influence Calls	13	12	7	155
Domestic Violence Reports	9	22	27	285
Disturbance Calls	73	105	93	981
Subject Removal Calls	83	112	85	797
Animal Calls	40	29	27	393
Animal Bite Reports	1	1	0	10
Sexual Assault Reports	4	8	3	42
Death Investigation Reports	0	2	0	12

Dispatch: (907) 543-3781 FAX: (907) 543-5086



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PERSONNEL:

Evidence Tech Watson and Detective Floyd Attended Crime Scene and evidence collection training. Detective Saulters attended child first training.

Background has been completed on Mr. James Harrington, Certified officer from Indiana, request to hire has been submitted. Mr. Harrington is going to move to bethel to live full time.

Background has begun on Ceaira Preuett, certified officer out of Fairbanks.

Officer Cohen resigned for a job in Sitka, Office Sullivan resigned for a job in West Slope. Lt. Wigner resigned for a job in Montana.

Karen Pitts has been hired as dispatch supervisor, will start work 01/06/2025

Bethel Fire Department October Report

Total Calls: 218

Fire Calls: 22

EMS Calls: 196

Most fire calls were either false alarms or vehicle/house lockouts.

Notable Fire Calls

On 10/09/2024 at 0200 Firefighters responded to a structure fire. All engines responded due to a fully involved single story structure fire. The IC asked for a loader to assisted with knocking the building down to smother the flames. The fire is considered undetermined by the investigator due to 5 past structure fires at address and that the building was demolished.

On 10/16/2024 at 13:17 Firefighters responded to BRHS for a report of a fire in the girls bathroom. FF's arrived on scene to find the fire to be extinguished by BRHS staff using extinguishers. Upon further investigation, the investigator found 3 ignitions points and determined the fire to be intentionally started. BRHS security cameras caught only one student entering and exiting the bathroom with smoke following after. After conducting and interview with the student and officer Floyd, the student admitted to starting the fire saying that she was curious.

Notable EMS Calls

Dispatch: (907) 543-3781 FAX: (907) 543-5086



CITY OF BETHEL
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harrisjc@cityofbethel.net



On 10/30/2024 at 0058 EMS responded to a report of an intoxicated male with a head wound. EMS found signs of a severe concussion. EMS transported the pt to the hospital.

STAFFING

Career staffing 10 out of 12 positions are filled

Volunteer Staffing 26 Volunteers

Injury's: BFD has one staff member injured and will be out for 3-6 weeks

Bethel Fire department November Report.

Total Calls: 111

Fire Calls: 12

EMS Calls: 99

Most fire calls were lockouts/false alarms.

Notable fire calls:

On 11/04/2024 Engine 5 responded to the report of a propane gas leak inside a residence. E-5 responded to the report, assessing the homeowner and pets of the resident. Firefighters then used the gas detector and monitored the house finding 0.1% of natural gas. Firefighters then opened the windows and assessed the air until the gas monitor detected 0.0% of natural gas. Firefighters was instructed to ventilate the house if the smell of gas persisted.

On 11/25/2024 Truck 1 responded to a vehicle collision at the intersection of Swansons. The pt did not need extrication but was assessed by medics. Pt refused transportation and was brought to the ER by a relative.

Notable EMS calls:

On 11/07/2024 M-5 responded to a vehicle vs pedestrian accident. A volunteer was already on scene giving chest compressions when M-5 arrived. Ventilations were given via Bag Valve Mask. The lucas device was attempted to be used, complications due to the size of the pt prevented usage. Defib pads were applied to the pt's chest, The rhythm that was found was Asystole. Pt's injuries were severe.

On 11/17/2025 M-5 responded to a call for a pt in cardiac arrest. Chest compressions were initiated by law enforcement. EMS used a BVM to deliver breaths. The pt was too large for the Lucas Device.

Career Staff: Lt warren put in a resignation letter and will be departing BFD in December after 3 years of service. Staff member EMT Beha also confirmed that he will be departing BFD in the month of December.

Volunteer: 26 members

Injuries: Cpt. Haviland has been cleared to return to work Dec. 3, 2024.



William Arnold, Public Works Director
1155 Ridgecrest Drive
PO Box 649 Bethel, AK 99559
P: (907) 543-3110
F: (907) 543-2046
warnold@cityofbethel.net

MEMORANDUM

DATE: 11.30.2024
TO: City Manager
FROM: Bill Arnold, Public Works Director
SUBJECT: Manager's Report – Public Works Department
Programs/Divisions

Hauled Utilities:

This month services have been on schedule throughout the month. At this time, we have 7 water trucks on the road and 1 water truck in maintenance. 7 sewer trucks are on the road. 1 new driver hire. 12 drivers in total with 5 open positions. No incident reports have been made.

Utility Maintenance:

- 5 alarms on residential lift stations were responded to, requiring 4 repairs.
- Monthly meter readings and service connections/ shut offs were completed.
- Tundra Center lift station is still in dire need of repairs/ replacement. Currently, lift station is not functioning at full capacity/ has required creativity to modify pump to continue to operate.
- Mixing and degreasing our larger lift-stations to prevent FOG build up.
- Leveling activities on low-flow and plugged sewer lines.
- Currently have 2 vacant positions. 1 water treatment operator has been hired and is in the process of being trained. Still in need of 2 distribution/ collections operators. 3 Interviews for distribution/ collections workers were held. Sent off 1 request to hire.
- BHWTP Upgrade work is ongoing. During High Demand bypass tie in shutdown, allowed water to drain both out in the distribution loops and at the plant to allow work to continue. Discovered that both loop flows reversed under gravity and drained back to the plant through their supply. We found no functioning drain or isolation valves close to the plant to expedite the process. High demand bypass piping installed sanitized, and pressure tested. Awaiting TC results as of 11/27 at 9:00 AM.
- CSWTP: Pressure loss event in sewer glycol loop A occurred on 11/22/24. Discovered a major leak in the first manhole junction box nearest the plant. Heater hose and valves were severely corroded and leaking on both supply and return on

loop A. Leak was repaired, pressure restored and glycol added to loop.

Property Maintenance:

Pool Building		
	10/31/2024 Work on adjusting mixing valves in womens showers.	
	11/7/2024 Work on Womens and Mens shower stalls, change mixing valves and handles	
	11/12/2024 Reset turbine computer	
	11/18/2024 Clean electronic eye	
	11/20/2024 found glycol leak in boiler room	
	11/19/2024 work on womens shower mixing valves	
	11/21/2024 shut down boilers and repair leaks on supply side of heating system	
	11/22/2024 Clean electronic eyes	
	11/25/2024 Clean electronic eyes	
Public Works Building		
	11/6/2024 heat in Water Sewer not working replace transformer	
	11/6/2024 clean out old planner office	
	11/7/2024 make keys for new public works admin	
	11/15/2024 Pick up fire extinguishers	
	11/18/2024 clean snow and ice from public entryways	
	11/19/2024 replace ribbon time clock water sewer	
	11/19/2024 change cores in water sewer offices	
	11/19/2024 inventory of city, courthouse, and BS cores	
	11/22/2024 fire extinguishers with Johnson Control deliver extinguishers to various city buildings	
	11/22/2024 store extra fire extinguishers in map room	
	11/26/2024 reset boiler public works	
City Hall		
	11/12/2024 complete city audit for 2024	
	11/14/2024 clear snow from all entry waysX3	
	11/18/2024 make key for cindy at finance	
	11/21/2024 toilet finance, clean flapper and test toilet	
	11/25/2024 distribute salt throughout the building	
	11/25/2024 salt all entry ways	
Fire Department		

	11/6/2024 clean out unit heaters with compressed air	
	11/18/2024 reset boiler in lockout	
	11/20/2024 Reset boiler in lockout	
	11/20/2024 work on entry door combination lock	
	11/20/2024 found fan motor seized , pick up motor from public works shop.	
	11/22/2024 install new fan motor in boiler room	
	11/25/2024 fix leak on day tank supply line	
	11/25/2024 replace tiger loop on boiler #1	
Police Department		
	11/8/2024 crack open heat for second floor baseboard heat	
	11/15/2024 open heat to 3rd floor, turn up boilers	
	11/21/2024 water system continually running, cleaned accuator of rust and contaminates	
	11/21/2024 fix toilet on 3rd floor, water running in sewer tank	
Utilities Maintenance		
	11/15/2024 help find copper fitting for new chemical building	
Bethel Heights Water Plant		
	11/19/2024 Boiler in lock out , replace fuel pump and adjust pressure	
	11/19/2024 check heat in genset	
	11/25/2024 fill salt buckets	
City Sub Water Treatment Plant		
	11/18/2024 check B loop pressure	
	11/25/2024 fill salt buckets	
Courthouse Building		
	10/31/2024 Work on aircompressor for fire alarm system.	
	11/4/2024 cool on DA's side	
	11/7/2024 cool on DA's side adjust ventilation	
	11/12/2024 salt courthouse entry ways	
	11/13/2024 replace light switch DA's side	
	11/13/2024 replace toilet flapper	

	11/14/2024 clear snow from entry ways X4	
	11/18/2024 cold on DA's side	
	11/18/2024 trooper holding cell #2 missing a screw on the door	
	11/20/2024 Johnson controls, fire suppression, fire alarms, and fire extinguishers	
	11/21/2024 sewer smell in court room #4 , check all around building found nothing,	
	seen sewer trucks around mission road, figured smell migrated into ventilation unit	
	11/21/2024 adjust heat DA's side	
	11/22/2024 install new door handle in court room #1	
	11/25/2024 fill salt buckets throughout building	
	11/25/2024 salt all entry ways	
	11/26/2024 change ballast court house	
	11/26/2024 tighten belt ahu-2 and change filters	
	11/26/2024 reset alarm at courthouse fire panel	
Transit Bus Building		
	11/5/2024 Work on building Heat	
	11/6/2024 work on building heat	
	11/15/2024 clear ice from door way	
	11/25/2024 turn on unit heaters in bay	
Port Office Building		
	11/21/2024 called Delta Western for fuel at port and highway liftstation	
	11/26/2024 change lock on port building across the slough	
Highway Lift Station		
	11/15/2024 Change generator run time	
	11/16/2024 ran out of fuel, call Delta Western. Reset boilers	
Streets and Roads Building		
	10/30/2024 Move fuel tank from fitness center to S&R building for Toyostove. Work on	
	construction of new bathroom.	
	10/31/2024 Work on new bathroom	
	11/4/2024 get material and build walls	
	11/5/2024 pick up water tank and plumbing materials	
	11/6/2024 work on plumbing for water tank	
	11/8/2024 plumb in fill and overflow lines, foamboard south door	

	11/12/2024 work on plumbing , work on framing	
	11/13/2024 Plumb in sewer lines and install utility sink and drain	
	11/14/2024 work on water pump and filter, install primary waterlines	
	11/14/2024 Build stairs to bathroom	
	11/26/2024 solder copper piping for streets and roads	
Teen Center		
	11/16/2024 No heat , change out primary control add glycol to system X2	
	11/21/2024 Check A-loop teen center pressure and temperature	
	11/26/2024 fix fire alarm teen center	
	11/26/2024 foam exposed piping A-loop under teen center	
Public Works Generator Building		
City Center Generator Building		
Teen Center Playground		
Softball Field		
Boardwalk		
Dog Pound		
	11/13/2024 change ballast and bulbs	
	11/19/2024 Add glycol to boiler	

LandFill		
	11/13/2024 work on exterior outlets replace 2 gfci's	
Play Parks in General		
x10 Parks	10/30/2024 Tundra Ridge Park remove damaged fencing.	
	11/15/2024 Upright bus stop , remove broken lid	
Cemetery Airport		
Cemetery City Sub		
All City Buildings	10/30/2024 Building checks and rounds	
	10/31/2024 Building checks and rounds	
	11/01/2024 Building checks and rounds	
	11/02/2024 Building checks and rounds	
	11/03/2024 Building checks and rounds	
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	11/24/2024 Building checks and rounds	
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	11/26/2024 Building checks and rounds	
	11/27/2024 Building checks and rounds	
	11/28/2024 Building checks and rounds	
	11/29/2024 Building checks and rounds	
	11/30/2024 Building checks and rounds	

Road Maintenance: Road maintenance as usual sanding, scraping and plowing.

Vehicles and Equipment:

As usual Fixing and repairing along with servicing all city vehicles and equipment.

Transit System:

November was somewhat slow but not by much. The riders are really enjoying the new buses for sure! Would like to thank Martin Prince, Jr. who managed to drive alone for the majority of the month as I was on medical leave and the Part-Time Driver position was filled towards the end of the month and the bus schedule is back to regular full day driving. The riders consisted of 472 Elder, 16 Youth, 62 Adults, and 46 Disabled.

15 Month & 52 Day passes were purchased totaling \$619.00 for bus fares.

TS 1 logged 1,324 miles and used 176.482 gals of fuel.

Filing my report early as I will be in Anchorage for medical. Thank you.

Landfill & Hauled Refuse:

The landfill has slowed down some in November. As of the 24th Hauled refuse has brought 59 loads of trash to the landfill, there has been 11 Misc. load of trash hauled into the landfill by city trucks, Private citizens have brought 164 loads to the landfill, the landfill has accepted 1134 cubic yards of trash from Commercial customers, there were 12 refrigerators brought to the landfill for freon removal and disposal, and 3 vehicle were brought for impound.

I have been working with Alaska Department of Environmental Conservation and Michelle DeWitt with BCSF on determining what debris can be accepted in the landfill that is at the site of the corner of 4th and Main.

Staffing Issues/Concerns/Training:



City of Bethel

Finance Department

Manager's Report for November 2024

Date: December 5, 2024

To: Lori Strickler, City Manager

From: Cynthia Sharp, Deputy Finance Director

Subject: Management Report

Current Events within the Finance Department

November has been a busy and productive month for the Finance Department.

Sales Tax has sent out 220 Sales Tax Certificate renewals. A new online portal was added to the Business Licensing-we are receiving notifications of businesses using the new portal.

Utility Billing is now sending all Commercial Account bills VIA email.

The Auditors conducted a remote FY23 Audit the week of November 18-22nd. The audit should be finished the first week of February 2025.

AP/Payroll: Went to training in Provo, UT

General Ledger: Keeps us all in balance-Sam has been busy entering Journal Entries entered for the FY23 Audit.

Finance Committee

The Finance Committee did not have a quorum.

Personnel/Open positions: Finance Director

MEMORANDUM

Date: December 2, 2024

To: Lori Strickler, Acting City Manager

From: Lee Foley, Planning Director

Subject: Planning Director's November Report

NOVEMBER 2024 EVENTS

- **Property Issues/Public Nuisances Updates:**

1. 244 Akiak – In company with the Chief of Public Safety, hand-delivered **NOTICE AND ORDER OF NUISANCE ABATEMENT** to owner. Chief Harris read the notice to the owner and explained the consequences of non-compliance. **Response deadline 12/09/24**
2. 410 Owl Street – Sent certified letter with photos to owner in Billings, Montana. **Response deadline 11/12/24. Proof of letter delivery not received**
3. 229 Akiak – Signed return receipt for certified letter with photos received by the Planning Department. **Response deadline 11/14/24**
4. 808 Ptarmigan Road – Signed return receipt for certified letter with photos received by Planning Department. **Response deadline 11/14/24**
5. 800 & 800A Tundra Road – Signed return receipt for certified letter with photos received by Planning Department. **Response deadline 11/14/24**
6. 236 Akiak – Owner responded by letter from Toksook Bay. In process of hiring local help to correct public nuisance issues
7. 9330 Nengqerralria Drive – Signed return receipt for certified letter and photos received by Planning Department. **Response deadline 11/14/24**
8. 1111 Uivik – Former owner living in Las Vegas, Nevada. When contacted by the Chief of Public Safety, former owner stated that property had been sold through a Quit Claim Deed transfer process. The name and address of new owner was provided, and a certified letter was sent to that person on 11/19/24. **Response deadline 12/03/24**

9. IPHC – Alaska, 4th & Main – Bethel Community Services (BCS) sent the Church an amended purchase and sales agreement on 11/13/24. Anticipating the deal will close, BCS authorized the demolition of two (2) buildings for potential disposal. DEC has advised the landfill manager to not accept any buildings or materials in the landfill until further tests are done. Two (2) sheds remain standing on the property
10. 9316 Nengqerrarlria Drive – Abandoned property, trying to determine Ownership
11. Abandoned home on 6th Avenue – No address on house. The original certified letter to owners was prepared for sending on October 29, 2024. However, an administrative lapse resulted in the original letter not being mailed. To correct the oversight, a new certified letter addressing the issues was sent on November 21, 2024. **Response deadline 12/05/24. Owners responded via email & secured the building**
12. 017 A, B, & C Kwethluk – Chief of Public Safety identified possible owner living in Las Vegas, Nevada. Certified letter with photos sent on 11/20/24. **Response deadline 12/04/24**
13. 140 Togerson – Signed return receipt for certified letter with photos received from Moravian Church representative. **Response deadline 11/13/24**

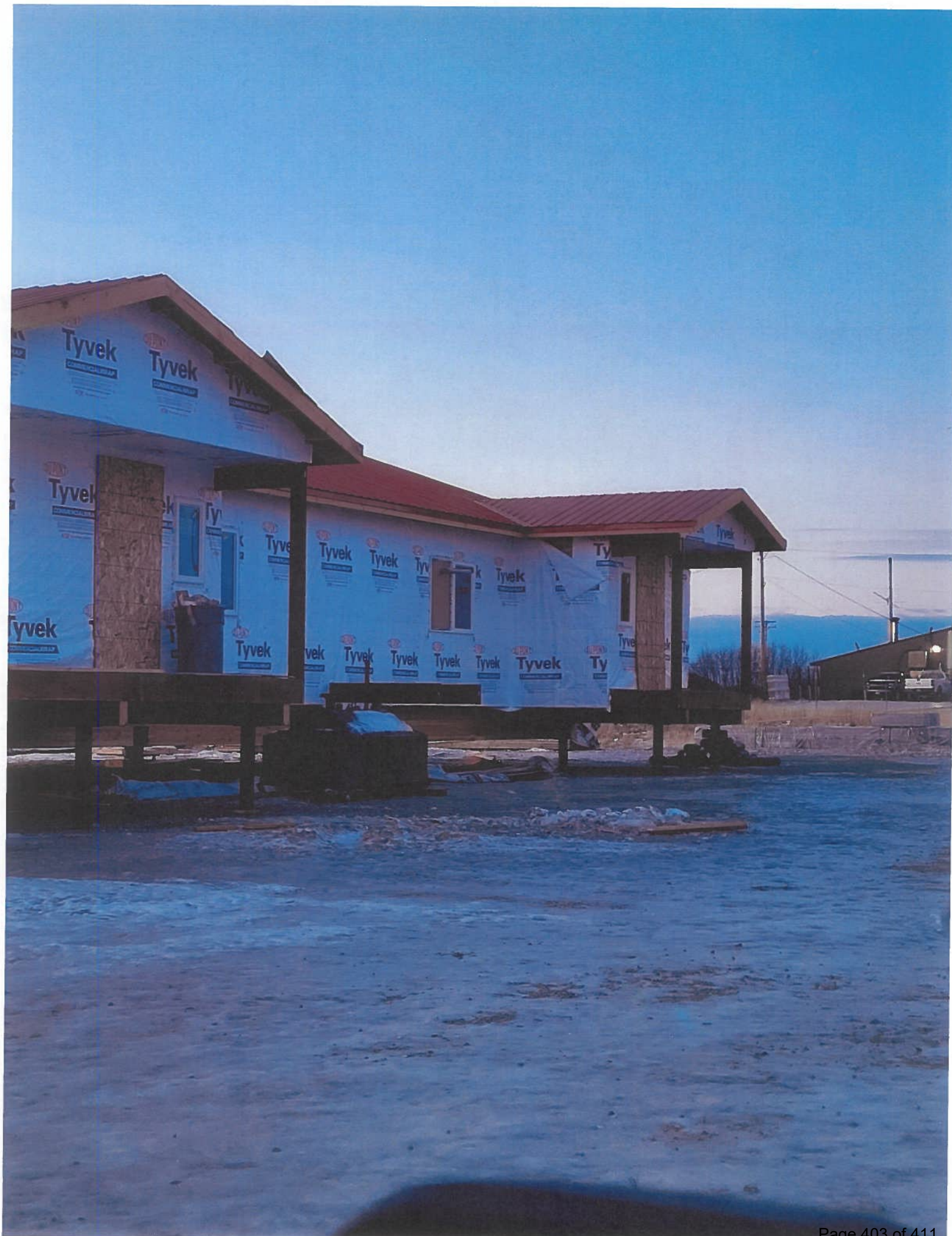
Newly Identified Property Issues/Public Nuisances

1. 621 Setter – Certified letter sent to owner on November 21, 2024. **Response deadline 12/05/24**

For those property owners whose response deadline has been exceeded, the City Attorney recommends combining them into a consolidated Council hearing under BMC 15.04. Letters in many cases are ignored. “A directive by Council, authorized by Code and after a due process hearing, we can abate these ourselves, including demolition if necessary.”

- **Site Plan Permits:** Planning received and processed one (1) Residential Site Plan Permit application in November.

- **Plats:** Received the preliminary plats of the Kuskokwim Community Church Subdivision and Kreider Subdivision for review and comments.
- **KYUK Lot Line Adjustment:** Approval of KYUK's CUP application was given conditionally pending the lot line adjustment being recorded. The lot line adjustment was completed. However, DOWL reviewed the plat and suggested several changes were still needed. That process is ongoing and is being tracked by the Planning Department
- **Planning Commission:** I did not attend the meeting due to my wife's continued illness. Nevertheless, the Commission voted 5-0 that they want to receive continual status updates of every public nuisance property and what steps are being taken to correct the issues. They also wish to receive monthly updates on the status of Blue-Sky Subdivision open space/park designation, the ONC Subdivision open space that does not meet the BMC requirements, and the possibility of the proposed new park on two (2) city lots on Fifth Avenue.
- **Abandoned Vehicles:** Covered in nuisance letters as junk vehicles
- **Vacancies:** Fully staffed
- **Large Projects:**
 1. **Ptarmigan Street Encroachments** – There were ten (10) entities whose encroachment issues needed to be resolved. Three (3) have been corrected to date and one (1) is being handled by the City Attorney.
 2. **City of Bethel Professional Housing Project** – Attached photos taken 12/02/24.
 3. **AC Store Construction** – All City issues resolved but construction has not restarted to date. It appears AC is still trying to work with Crowley to locate a fuel cardlock dispenser on the site even though Jake and I have told all concerned that this is a dead issue.











CITY OF BETHEL

Post Office Box 1388

Bethel, Alaska 99559

Phone: 907- 543- 2047

TO: City Manager
FROM: Human Resources
SUBJECT: Monthly Manager Report

DATE: December 1, 2024

The following identifies significant projects that were in addition to general personnel action-based activities (hiring, terminations, benefits review, employee support, etc):

Position Update

Department	Budgeted Positions	Applications Received	Vacancies	<u>Change Since Last Report</u>		
				Pending Offers	Hired	Separated
Administration	4		1			
City Clerk	2		0			
Finance	9	2	2			
Planning	2		0			
Attorney	1		0			
Public Safety						
<i>Admin</i>	3		1			1
<i>Fire</i>	10	3	1			
<i>Police</i>	31	13	9	+1		3
Public Works						
<i>Admin</i>	2				1	
<i>Streets/Roads</i>	6	3	2			
<i>Prop Maintenance</i>	5	1	0		1	
<i>Refuse/Landfill</i>	3		0			
<i>Hauled Services</i>	19	2	14			
<i>Piped Water/Plants</i>	9	2	3	+1		
<i>Vehicles & Equip</i>	7		3			
Transit	2.5	1	.5		.5	
Port and Harbor	3		0			
Parks and Rec	1	7	1	+1		
Total	118.5	34	37.5			

Recruitment and Hiring

Hauled Services continues to use temporary employees to meet the service requirements. Efforts continue to transition employees to permanent positions. Police Dispatcher applicants are on the rise and the Public Safety Chief is interviewing candidates to fill those positions.

Three internal applicants have applied to promote into the Fire Lieutenant positions vacated with Capt Haviland's promotion and Lt Warren's recent resignation notice.

Retention

Turnover in the Police Section of Public Safety is still impactful. Management is reviewing strategies and organizational structure models to help shore up the department.

Training and Conferences

Attended Caselle training to focus on Payroll and Online Timekeeping. Payroll and HR completed preliminary setup of the timekeeping module, established checklists, and set up current employees for their online access. The training was an invaluable tool to improve the efficiencies in our current efforts as well as make for a successful transition.

HR will continue to clean up the database and Department identifiers, with the intent to roll out online timekeeping for certain Departments in January.

NeoGOV Transition

HR will be offering additional NeoGov training in January to supervisors and staff. The transition has made payroll and personnel paperwork processes much more efficient.

Online Timekeeping

While some employees will be logging in to individual accounts to submit their timesheets, HR will be working with the PW Admin to set up systems at key locations which will work like a timeclock and assist in situations where most employees don't have access to their own City computer.

Workplace Safety, Injuries and OSHA Notifications

There was only one reported injury during October. Forms were submitted to the claims manager electronically. The injury did not require special OSHA notification.

Ongoing and Future Projects

- Updating classification and compensation data.
- Job Description review and updates.
- Presentation and acknowledgment of City Drug and Alcohol Policies.
- Updating the Employee Handbook, last adopted by City Council in 2015.



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City of Bethel, Alaska

City Clerk's Office

Council Meetings

December 19, 2024 Regular City Council Meeting

City Clerk's Office

- The Clerk's Office received a renewal of licensee notice from the Alcohol Marijuana Control Board for Essenkay LLC, doing business as Kusko Kush. The Administrative Review is scheduled for the January 14, 2024 meeting. The deadline for the Council to protest the renewal is February 3, 2025.
- Participated on the hiring committee for the Parks and Recreation Director position.
- Coordinated travel for Council Members to attend the Alaska Municipal League Conference in Anchorage.
- Attended the Alaska Association of Municipal Clerks Academy and Annual Conference in Anchorage. I was awarded a certificate for serving on the scholarship committee for that organization.
- Reviewing the committee/commission memberships and notifying those whose terms are expiring. Members who wish to remain on their committee/commissions have until January 30, 2025 to reapply.
- The Clerk's Office will be closed December 24-27th, and December 31-January 3rd; personal leave.

Task	Period Total	Year to Date Total
Passport Appointments	4	74
Burial Permits/Reservations	3	45
Notary Services	3	31
Meeting Minutes Drafted	1	26
Resolutions Drafted	1	8
Ordinances Drafted	-	2
AM/IM Drafted	3	8

Committee/Commission Vacancies	Regular	Alternate
Community Parks and Recreation Committee	1	2
Planning Commission	full	2
Port Commission	1	2
Public Safety and Transportation Commission	full	2
Community Action Grant Technical Review Board	2	2
Public Works Committee	3	2
Finance Committee	1	2
Ethics Board	1	1