

CITY OF BETHEL

City Council Meeting Agenda, August 27, 2019 – 6:30 PM

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

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

Council Members: Fred Watson, Mayor; Thor Williams, Vice-Mayor; Leif Albertson;
Mitchell Forbes; Perry Barr; Carole Jung-Jordan; Fritz Charles



1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

6. APPROVAL OF MEETING MINUTES

- 6.1. *8-13-2019 Regular Meeting Minutes
- 6.2. *8-19-2019 Special City Council Meeting Minutes

7. REPORTS OF STANDING COMMITTEES

- 7.1. Agendas And Draft Meeting Minutes Of Committees/Commissions

8. SPECIAL ORDER OF BUSINESS

- 8.1. Proclaiming September 8-14, 2019 As “National Suicide Prevention Week” In Bethel (Mayor Watson)

9. UNFINISHED BUSINESS

- 9.1. Public Hearing Of Budget Ordinance 19-11(d): Amending The Adopted Annual FY 2020 Budget-Property Maintenance (Mayor Watson)

10. NEW BUSINESS

- 10.1. *Resolution 19-11: The Disposal Of City Fuel Tanks To Lower Kuskokwim School District (Acting City Manager Howell)
- 10.2. AM 19-53: Approve Alaska Pump & Supply, Inc. As The Sole Source Service Provider For All Pumps And Related Equipment Purchased From Alaska Pump & Supply, Inc. For Use In The City Of Bethel Sewer System (Acting City Manager Howell)
- 10.3. AM 19-54: Direct Administration To Negotiate And Execute A State And Local Fair Market Value Lease Agreement And Related On-Demand Subscription Services And On-Premise Software License Services Agreements With Pitney Bowes, Inc. To Lease A Folding And Envelope Stuffing Machine (Acting City Manager Howell)

Posted August 21, 2019 at City Hall, AC Co., Swanson's, and the Post Office.

Kevin Morgan, Asst. 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. AM 19-55: Approve The Sole Source Purchase Of Kenworth Brand Heavy Duty Trucks From Dealer Papé Kenworth Northwest, Inc. In Anchorage Or Similar Kenworth Dealer And Use Of All Kenworth Company Support Services (Acting City Manager Howell)
- 10.5. AM 19-56: Direct Administration To Investigate, And If Possible, Negotiate A Contract With Mr. Byungsun Park For Use Of The City's "Laundromat" Building And Bring It To Council For Approval Prior To December 15, 2019 (Acting City Manager Howell)
- 10.6. *Personal Leave- City Clerk- September 26th and 27th, 2019 (Mayor Watson)

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 August 21, 2019 at City Hall, AC Co., Swanson's, and the Post Office.

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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 August 13, 2019 at 6:30 p.m., in the Council chambers, Bethel, Alaska.

Vice-Mayor Williams 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:
Council Member Carole Jung-Jordan Council Member Leif Albertson Council Member Perry Barr Council Member Mitchell Forbes Council Member Fritz Charles (arrived after roll call at 8:46 p.m.) Vice-Mayor Thor Williams
Members Absent:
Mayor Fred Watson
Also in attendance were the following:
Acting City Manager Bill Howell, City Clerk Lori Strickler

4. PEOPLE TO BE HEARD – Five minutes per person

David Trantham Jr. - 47 years ago tomorrow was VJ Day; ending World War II. He provided a summary of how Alaska was affected during WWII.

Mary Nanuwak - Stated concerns over the state of the City. Feels as though the City should do a better job. Additionally provided complaints on the transportation industry and their unwillingness to wait for people with disabilities.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approve the agenda.

Moved by:	Mitchell Forbes
Seconded by:	Leif Albertson
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Mitchell Forbes, Thor Williams
Opposed:	None
Results:	Motion Carries

Council Member Forbes- Remove Items 10.1 and 10.2 from the consent agenda.
Vice-Mayor Williams- Remove 10.3 from the consent agenda.

Main Motion: Amend the agenda to move Resolution 19.09 to follow Special Orders of Business.

Moved by:	Leif Albertson
Seconded by:	Mitchell Forbes
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Mitchell Forbes, Thor Williams
Opposed:	None
Results:	Motion Carries

Primary Amendment: Move Special Orders of Business to follow committee and commission reports.

Moved by:	Carole Jung-Jordan
Seconded by:	None

Motion fails due to lack of a second.

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *7-23-2019 Regular City Council Meeting
Passed on the consent agenda.

Item 6.2. - *8-5-2019 Special City Council Meeting
Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Planning Commission, Vice-Mayor Williams-
Met on August 8th; there is nothing to report.

Community Action Grant Technical Review Board, Council Member Albertson-

A meeting has not been held since the last City Council Meeting.

Parks, Recreation, Aquatic Health and Safety Center Committee, Council Member Forbes-

Narrowed down the four name options for the sports field for the kids vote ballot.

Discussed the Land and Water Conservation Fund Grant to identify projects that would be ideal for the City.

Finance Committee, Council Member Barr-

Will be reviewing a number of recommendations from the Finance Director. One of them will be to move the audit deadlines to match the state audit deadline.

Public Works Committee, Council Member Jung-Jordan-

A meeting has not been held since the last City Council meeting.

8. SPECIAL ORDER OF BUSINESS

Item 8.1. - Fiscal Year 2018 Audit Report From Altman, Rogers And Co. (Acting City Manager Howell)

Altman Rodgers and Company provided the council and the public with an overview.

Main Motion: Suspend the rules to hear from the Finance Director, Christine Blake.

Moved by:	Mitchell Forbes
Seconded by:	Leif Albertson
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Mitchell Forbes, Thor Williams
Opposed:	None
Results:	Motion Carries

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Ordinance 19-15: Submitting To The Qualified Voters Of The City Of Bethel, On October 1, 2019, A Ballot Proposition Initiated Through Alcohol Local Option Petition (Mayor Watson)

Vice-Mayor Williams opened the Public Hearing.

Mary Nanuwak- Asked the Council what they will be doing to adjust for the loss of the City revenue. Doesn't think the alcohol program at the hospital is enough.

Vice-Mayor Williams Closed the Public Hearing.

Main Motion: Adopt Ordinance 19-15.

Moved by:	Mitchell Forbes
Seconded by:	Leif Albertson
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Mitchell Forbes, Thor Williams
Opposed:	None
Results:	Motion Carries

Primary Amendment: Insert "If local option (4.11.491 (a) (2) (A)) is adopted, shall the City of Bethel opt to not apply a class C felony to violations of Alaska Statutes 04.16.051, Furnishing or Delivery of Alcoholic Beverages to Persons Under the Age of 21 (AS 04.11.491(g)(3))?"

Yes

No

IMPARTIAL SUMMARY OF THE CHANGE IN LOCAL OPTION BEING PROPOSED:

A yes vote on this question means if the community of Bethel adopts Local Option as provided in Question 1, you want the penalties for furnishing or delivery of alcoholic beverages to a person under the age of 21 to be a misdemeanor.

A no vote on this question means if the community of Bethel adopts Local Option as provided in Question 1, you want the penalties for furnishing or delivery of alcoholic beverages to a person under the age of 21 to be a class C felony." to included in the proposed impartial summary on the question.

Moved by:	Mitchell Forbes
Seconded by:	Leif Albertson
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Mitchell Forbes, Thor Williams
Opposed:	None
Results:	Motion Carries

Item 9.2. - Public Hearing Of Ordinance 19-16: Submitting To The Qualified Voters Of The City Of Bethel, On October 1, 2019, A Ballot Proposition Initiated Through Marijuana Local Option Petition (Mayor Watson)

Vice-Mayor Williams opened the Public Hearing.

Mary Nanuwak spoke in favor of the ordinance.

Vice-Mayor Williams closed the Public Hearing.

Main Motion: Adopt Ordinance 19-16.

Moved by:	Mitchell Forbes
Seconded by:	Leif Albertson
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Mitchell Forbes, Thor Williams
Opposed:	None
Results:	Motion Carries

Item 9.3. - Public Hearing Of Budget Ordinance 19-11(b): Amending The Adopted Annual FY 2020 Budget-Landfill-Streets and Roads (Acting City Manager Howell)

Vice-Mayor Williams opened the Public Hearing.

No one present to be heard.

Vice-Mayor Williams closed the Public Hearing.

Motion to adopt Ordinance 19-11(b).

Moved by:	Perry Barr
Seconded by:	Mitchell Forbes
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Mitchell Forbes, Thor Williams
Opposed:	None
Results:	Motion Carries

Item 9.4. - Public Hearing Of Budget Ordinance 19-11(c): Amending The Adopted Annual FY 2020 Budget-Property Maintenance (Acting City Manager Howell)

Vice-Mayor Williams opened the Public Hearing.

No one present to be heard.

Vice-Mayor Williams closed the Public Hearing.

Motion to adopt Ordinance 19-11(c)

Moved by:	Perry Barr
Seconded by:	Mitchell Forbes
In favor:	Carole Jung-Jordan, Perry Barr, Thor Williams
Opposed:	Leif Albertson, Mitchell Forbes
Results:	Motion Fails

10. NEW BUSINESS

Item 10.1. - *Introduction Of Ordinance 19-17: Repealing Chapter 2.23, Parks And

Recreation Department Of The Bethel Municipal Code (Vice- Mayor Williams)
Main Motion: Introduce Ordinance 19-17.

Moved by:	Carole Jung-Jordan
Seconded by:	None

Motion fails due to lack of a second.

Item 10.2. - *Resolution 19-09: Protesting The Issuance Of A Retail Marijuana License To Alaskan Grown Cannabis License No. 20439, Alaskan Grown Products, LLC Proposing To Operation At 230 Tundra Way, Bethel (Council Member Jung-Jordan)

Motion to adopt Resolution 19-09.

Moved by:	Carole Jung-Jordan
Seconded by:	Leif Albertson
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Mitchell Forbes, Thor Williams
Opposed:	None
Results:	Motion Carries

Item 10.3. - *Resolution 19-10: Authorizing The Issuance Of A Utility Revenue Bond Of The City In A Principal Amount Not To Exceed \$8,250,000 To Finance The Avenues Water And Wastewater Utility Project; Creating A Lien On Net Revenues Of The City's Water And Wastewater Utility System For The Payment Of The Bond; Providing For The Date, Terms And Covenants Of The Bond; And Authorizing The Sale Of The Bond To First National Bank Alaska, Pursuant To The Terms And Conditions Provided In This Resolution; And Related Matters (Acting City Manager Howell)

Main Motion: Adopt Resolution 19-10.

Moved by:	Carole Jung-Jordan
Seconded by:	Mitchell Forbes
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Mitchell Forbes, Thor Williams
Opposed:	None
Results:	Motion Carries

Motion: Suspend the rules to hear from representing attorney Cynthia Cartledge.

Moved by:	Mitchell Forbes
Seconded by:	Leif Albertson
In favor:	Carole Jung-Jordan, Leif Albertson, Perry Barr, Mitchell Forbes, Thor Williams

Opposed: | None
Results: | Motion Carries

Item 10.4. - *AM 19-45 Appointment of Commission/Committee Members: Gary Fredericks- Finance Committee; Stanley Hoffman Jr.- Planning Commission; Jim Chevigny- Finance Committee, Port Commission; Marybeth Whalen-Finance Committee (Mayor Watson)

Passed on the consent agenda.

Item 10.5. - AM 19-47: Authorize The Acting City Manager To Negotiate And Execute And Agreement With The University Of Alaska To Authorize The Financial Contributions To The University Of Alaska Cooperative Extension 4-H Program (Acting City Manager Howell)

Main Motion: Approve AM 19-47.

Council Member Albertson identified his employment with the University as a potential conflict.

Vice-Mayor Williams concurred there is a conflict of interest. Council Member Albertson stepped down from the bench.

Moved by: | Mitchell Forbes
Seconded by: | Perry Barr
In favor: | Carole Jung-Jordan, Perry Barr, Mitchell Forbes, Thor Williams
Opposed: | None
Results: | Motion Carries

Council Member Albertson returned to the meeting.

Council Member Jung- Jordan departed the meeting at 8:22 p.m.

Item 10.6. - AM 19-48 Authorize The City Manager To Negotiate And Execute A Purchase Agreement With Quality Equipment And Sales, LLC.. For The Purchase Of A Sander Box (Acting City Manager Howell)

Main Motion: Approve AM 19-48.

Moved by: | Mitchell Forbes
Seconded by: | Perry Barr
In favor: | Leif Albertson, Perry Barr, Mitchell Forbes, Thor Williams
Opposed: | None
Results: | Motion Carries

Item 10.7. - AM 19-49: Authorize The City Manager To Negotiate And Execute A Purchase Agreement With Totem Equipment And Supply, Inc. For The Purchase Of A Self-Contained Culvert Road Steamer (Acting City Manager Howell)

Main Motion: Approve AM 19-49.

Moved by:	Mitchell Forbes
Seconded by:	Leif Albertson
In favor:	Leif Albertson, Perry Barr, Mitchell Forbes, Thor Williams
Opposed:	None
Results:	Motion Carries

Item 10.8. - AM 19-50: Direct Administration To Negotiate And Execute A Memorandum Of Understanding Or Similar Agreement Between The City Of Bethel And Orutsararmuit Native Council For The City To Manage The Purchase And Installation Of Up To \$89,000 Worth Of Expenditures On The Pinky's Park Boardwalk Lighting Project (Acting City Manager Howell)

Main Motion: Approve AM 19-50.

Council Member Fritz Charles arrived at 8:46 p.m.

Moved by:	Mitchell Forbes
Seconded by:	Leif Albertson
In favor:	Leif Albertson, Mitchell Forbes
Opposed:	Fritz Charles, Perry Barr, Thor Williams
Results:	Motion fails

Item 10.9. - AM 19-51: Authorize The City Manager To Negotiate And Execute A Purchase Agreement With Delta Western For The Bulk Purchase Of Glycol (Acting City Manager Howell)

Main Motion: Adopt AM 19-51.

Moved by:	Perry Barr
Seconded by:	Mitchell Forbes
In favor:	Fritz Charles, Leif Albertson, Perry Barr, Mitchell Forbes, Thor Williams
Opposed:	None
Results:	Motion Carries

Item 10.10. - *IM 19-08: Presentation Of The City's Water & Sewer Services Expenditures Compared To Budget From July 1, 2019 To July 31, 2019 – Utilities Maintenance – Water & Wastewater Activity Report (Acting City Manager Howell)

Passed on the consent agenda.

Item 10.11. - *Personal Leave Request- Acting City Manager- September 1-30th
(Acting City Manager Howell)

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

Vice-Mayor Williams-

Can you believe school starts tomorrow? Be sure to be safe out there and look for the kids. There are school bus driver positions open. Wear your reflective clothing. Glad to hear the University of Alaska is only facing a 70 million dollar cut this year.

Council Member Albertson-

On August 20th there will be a water meeting in city hall and it is also the deadline for the City Council Candidacy filing.

Council Member Forbes-

City Council is a time commitment but it is an important service to the community.

Council Member Barr-

No comment.

Council Member Charles-

Would like to see the council take action to implement a new position for a dog catcher.

13. EXECUTIVE SESSION

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Perry Barr
Seconded by:	Mitchell Forbes
In favor:	Leif Albertson, Perry Barr, Mitchell Forbes, Thor Williams, Fritz Charles
Opposed:	None
Results:	Motion Carries

*Meeting Adjourned at
9:33P.M.*

ATTEST:

Thor Williams, Mayor

Lori Strickler, City Clerk

1. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on August 19, 2019 at 12:00 noon, in the Council chambers, Bethel, Alaska.

Mayor Watson called the meeting to order at 12:00 noon.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
Council Member Carole Jung-Jordan (telephonically) Council Member Mitchell Forbes Vice-Mayor Thor Williams Mayor Fred Watson Council Member Perry Barr
Members Absent:
Council Member Leif Albertson Council Member Fritz Charles
Also in attendance were the following:
Acting City Manager Bill Howell, City Clerk Lori Strickler

4. PEOPLE TO BE HEARD – Five minutes per person

Agnes Phillips- Having lived in Bethel for 32 years, as member of ONC, as a fifth generation of Yup'ik living here in Bethel, Spoke in favor of the lighting project for the Pinky's Park Boardwalk lighting.

Henry Hunter Sr., ONC Chairman - Spoke in favor of the lighting project for the Pinky's Park Boardwalk. It is a safety concern having that area of town not lit.

Alyssa Gustafson - Spoke in favor of the lighting project, suggested the Council accept the grant funding from ONC and phase in the project for the other extensions of the project.

Pat Samson, ONC Representative- Spoke in favor of the Pinky's Park Boardwalk lighting project.

Peter Evon, ONC Executive Director - Spoke in favor of the Pinky's Park Boardwalk lighting project.

5. APPROVAL OF AGENDA

Approve the agenda.

Moved by:	Thor Williams
Seconded by:	Mitchell Forbes
In favor:	Carole Jung-Jordan, Perry Barr, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Amend the agenda to move New Business Item 6.2 to the first item of business.

Moved by:	Mitchell Forbes
	Motion was not seconded.

6. NEW BUSINESS

Item 6.1. - Introduction Of Budget Ordinance 19-11(d): Amending The Adopted Annual FY 2020 Budget-Property Maintenance (Mayor Watson)

Motion to Introduce Budget Ordinance 19-11 (d).

Moved by:	Thor Williams
Seconded by:	Perry Barr
In favor:	Carole Jung-Jordan, Perry Barr, Fred Watson, Thor Williams
Opposed:	Mitchell Forbes
Results:	Motion Carries

Item 6.2. - AM 19-52: MOU-Agreement -Orutsararmuit Native Council -The Pinky's Park Boardwalk Lighting Project (Mayor Watson)

Approve AM 19-52.

Moved by:	Mitchell Forbes
Seconded by:	Perry Barr

In favor:	Carole Jung-Jordan, Perry Barr, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

7. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Thor Williams
Seconded by:	Perry Barr
In favor:	Carole Jung-Jordan, Perry Barr, Mitchell Forbes, Fred Watson, Thor Williams
Opposed:	None
Results:	Motion Carries

Meeting Adjourned at 12:48 P.M.

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

City of Bethel, Alaska

Planning Commission

August 8, 2019

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular meeting of the Planning Commission was held on August 8, 2019 at the Bethel Court House in Bethel, Alaska. The Chair of Commission, Kathy Hanson called the meeting to order at 6:31 PM.

II. ROLL CALL:

Comprising a quorum of the Commission, the following members were present for roll call: Kathy Hanson, Lorin Bradbury, John Guinn, Alex Wasierski, and Scott Campbell.

Excused Absence: Thor Williams, Shadi Rabi, and Tracy Beans

Also Present: Pauline Boratko, Recorder; Ted Meyer, City Planner

III. PEOPLE TO BE HEARD: no one wished to be heard at this time.

IV. APPROVAL OF THE AGENDA:

MOVED:	John Guinn	Motion to approve the agenda
SECONDED:	Lorin Bradbury	
VOTE ON MOTION	Unanimous	

V. APPROVAL OF THE MINUTES:

MOVED:	Shadi Rabi	Motion to approve July 11, 2019 regular meeting minutes.
SECONDED:	John Guinn	
VOTE ON MOTION	Unanimous	

VI. SPECIAL ORDER OF BUSINESS:

VI. NEW BUSINESS:

MOVED:	Shadi Rabi	Motion to postpone new business items A and B to the next regular planning commission meeting on September 12, 2018 due to the lack of supporting material.
SECONDED:	John Guinn	
VOTE ON MOTION	Unanimous	

- A. PUBLIC HEARING: Request for Conditional Use Permit- On June 25, 2019, the City of Bethel Planning Office received an application from Thae Ho Jeoun and Chu Sung Kim doing business as The Green Store for a Conditional Use Permit to open a retail marijuana store. The legal description is Plat # 81-10, Block 1, Lot 18 in the Bethel Recording District. The physical address is 658 Ptarmigan Street: tabled

- B. **PUBLIC HEARING:** Request for Conditional Use Permit- On June 27, 2019, the City of Bethel Planning Office received an application from Essenkay, LLC doing business as Kusko Kush for a Conditional Use Permit to open a retail marijuana store. The legal description United States Survey 3230 A&B, Block 15, Lot 4 in the Bethel Recording District. The physical address is 731 Third Avenue: tabled

VI. PLANNER'S REPORT: Acting City Planner Pauline Boratko gave her report, and introduced newly hired Planning Director, Ted Meyer

MOVED:	Lorin Bradbury	Motion to bend the rules to hear from people to be heard.
SECONDED:	Scott Campbell	
VOTE ON MOTION	Unanimous	

Patty Burley- spoke in support of the Kusko Kush Conditional Use Permit.

Jared Karr- would like to see things pushed forward for Conditional Use Permit process.

VII. COMMISSIONER'S COMMENTS:

- A. Wasierski- no comment
- S. Campbell- no comment
- K. Hanson- Sorry for the delay
- L. Bradbury- no comment
- J. Guinn- no comment

X. ADJOURNMENT:

MOVED:	John Guinn	Motion to adjourn the meeting.
SECONDED:	Scott Campbell	
VOTE ON MOTION	Unanimous	

With no further business the meeting adjourned 6:52 pm

APPROVED THIS ____ DAY OF _____, 2019

ATTEST: Pauline Boratko, Recorder

Kathy Hanson, Chair

City of Bethel, Alaska

Public Safety & Transportation Commission

August 07, 2019

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on August 7th, 2019 in the Bethel City Hall Council Chambers.

This meeting was called to order at 6:34pm.

II. ROLL CALL

Present: Fritz Charles *Council Representative*
Richard Garcia *Vice Chair*
Azara Mohammadi

Absent: Monroe Tyler *Chair*

Ex-Officio Present: Justin Cash *in place of Acting Police Chief*
Daron Solesbee *Acting Fire Chief*

A quorum was not established of the Commission.

III. ADJOURNMENT

Meeting adjourned at 6:34 pm.

APPROVED THIS _____ DAY OF _____, 2019.

Jesslyn McGowan, Recorder

Monroe Tyler, Chair



City of Bethel Proclamation

In Recognition of the 2019 National Suicide Prevention Week

This Proclamation recognizes suicide as a national and statewide public health problem, and suicide prevention as a national and statewide responsibility, and designates September 8 through September 14 as "National Suicide Prevention Week" in Bethel. This week overlaps World Suicide Prevention Day, September 10th, recognized internationally and supported by the World Health Organization.

WHEREAS, suicide is the 10th leading cause of death in the United States and the 2nd leading cause of death among individuals between the ages of 15 to 34; In Alaska suicide is the 1st leading cause of death among individuals between the ages of 15-24;

WHEREAS, according to the Centers for Disease Control, over 47,000 people die by suicide in the United States each year;

WHEREAS, it is estimated that in 2017 (the last year we have national data available), there were over 1.4 million suicide attempts;

WHEREAS, in 2017, suicide was the 5th leading cause of death in Alaska;

WHEREAS, in 2017, 200 people died by suicide in Alaska;

WHEREAS, all of us living in the YK region are affected by the tragedy of suicide;

WHEREAS, organizations such as the American Foundation for Suicide Prevention, Alaska State Suicide Prevention Council and YK Behavior Health envision a world without suicide, and are dedicated to saving lives and bringing hope to those affected by suicide through research, education, advocacy and resources for those who have lost someone or who personally struggle, and urge that we:

1. Recognize suicide as a preventable national and state public health problem, and declare suicide prevention to be a priority.
2. Acknowledge that no single suicide prevention program or effort will be appropriate for all populations or communities.
3. Encourage initiatives based on the goals contained in the National Strategy for Suicide Prevention and Alaska State Suicide Prevention Council.
4. Promote awareness that there is no single cause for suicide, and that suicide most often occurs when stressors exceed current coping abilities of someone living with a mental health condition.
5. Develop and implement strategies to increase access to quality mental health, substance abuse, and suicide prevention services;

WHEREAS, Help is available:

YKHC emergency Service	543-6499, 1-844-543-6499
Alaska CareLine	1-877-266-4357
Text	1-907-254-7836
National HotLine	1-800-273-8255
YKHC Behavioral Health	543-6100
Bethel Family Clinic	543-3773;

NOW, THEREFORE, I, Fred Watson, Mayor of the City of Bethel, do hereby proclaim September 8-14, 2019 as "National Suicide Prevention Week" in Bethel.

IN OFFICIAL RECOGNITION WHEREOF, I hereby affix my signature on this 27th day of August, 2019.

Fred Watson Mayor

Attest:

Lori Strickler, City Clerk

Suicide Facts & Figures:

Alaska 2019 *



On average, one person dies by suicide every 44 hours in the state.

Nine times as many people died by suicide in Alaska in 2017 than in alcohol related motor vehicle accidents.

The total deaths to suicide reflect a total of 5,286 years of potential life lost (YPLL) before age 65.



Suicide cost Alaska a total of **\$226,875,000** combined lifetime medical and work loss cost in 2010, or an average of **\$1,383,382 per suicide death.**

*Based on most recent 2017 data from CDC. Learn more at afsp.org/statistics.



leading cause of death in Alaska

1st leading

cause of death for ages 15-24

2nd leading

cause of death for ages 25-34

3rd leading

cause of death for ages 35-44

5th leading

cause of death for ages 45-54

7th leading

cause of death for ages 55-64

Suicide Death Rates

	Number of Deaths by Suicide	Rate per 100,000 Population	State Rank
Alaska	200	27.11	2
Nationally	47,173	14.00	

Suicide Facts & Figures: **Alaska 2019**

Suicide Prevention Programs and Initiatives

- Alaska's Statewide Suicide Prevention Council, SSPC, (<https://bit.ly/2yguaVk>) was established in 2001 (AS §§ 44.29.300-44.29.390) and is currently housed within the Department of Health and Social Services. The Council's charter was renewed in 2013 extending the termination date to June 30, 2019 (AS § 44.66.010).
- The SSPC advises the governor and legislature on issues relating to suicide. In collaboration with communities, faith-based organizations, and public-private entities, the SSPC works to improve the health and wellness of Alaskans by reducing suicide and its effect on individuals and communities.
- In 2018, the SSPC released an updated 2018-2022 suicide prevention plan entitled Recasting the Net: Promoting Wellness to Prevent Suicide in Alaska (<https://bit.ly/2W17Ivb>).
- Alaska law (AS § 14.30.362) requires school districts and the Dept. of Education and Early Development to provide youth suicide awareness and prevention training at no cost to every teacher, administrator, counselor, and specialist who is employed by the district or department; training must meet standards for professional continuing education credit and be periodically reviewed for consistency with generally accepted principles of youth suicide awareness and prevention. This training is required for individuals to be eligible for a teacher certificate (AS § 14.20.020).
- The Community Based Suicide Prevention Program (<https://bit.ly/2XXQ7Gj>) is housed within the Alaska Dept. of Health and Social Services Division of Behavioral Health. The program helps communities create projects to reduce self-destructive behaviors and conditions that lead to suicide and to increase individual, family, and community health. The program offers grants, training and postvention resources, and information through conferences and the Alaska Gatekeeper listserv.

Get Involved

The **AFSP Alaska Chapter** brings together people of all backgrounds in communities throughout the state to fight suicide. We help fund research, offer educational programs, advocate for public policy and support those affected by suicide.

For more information or to volunteer, please contact:

AFSP Alaska
alaska@afsp.org

Become an Advocate

AFSP's Alaska advocacy volunteers build relationships with public officials and advocate on behalf of sound suicide prevention policy.

Visit afsp.org/advocate to sign up!

Introduced by: Mayor Watson
Introduction Date: August 19, 2019
Public Hearing: August 27, 2019
Action:
Vote:

CITY OF BETHEL, ALASKA **ORDINANCE # 19-11 (d)**

An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2020 Budget

Be it Enacted by the Bethel City Council that the FY 2020 Annual Budget be amended as follows:

Section 1. The following sums of money may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2020 (July 1, 2019 to June 30, 2020).

Section 2. The following is a summary of the changes by fund and department:

- Whereas; the City of Bethel believes that boardwalk lighting is critical to the safety and security of Bethel citizens and visitors;
- Whereas; the City of Bethel partnered with ONC to use Tribal Transportation funds totaling \$89,000 for illumination of the Pinky's Park boardwalk;
- Whereas; ONC and the City of Bethel Administration determined that the Pinky's Park boardwalk section between Akiak Drive and Akakeek Street is the highest priority for lighting;
- Whereas; the total cost of the project is \$245,200, which includes a 10% contingency allowance;
- Whereas; it is in the City's best interest to complete the entire project at once this year in order to achieve economies in construction at the best price;
- Whereas; the total project cost of \$245,200, less ONC's contribution of \$89,000, leaves a gap of \$156,200 that the City can provide;

Property Maintenance

Budget modification (a)

Account #	Increases	Budgeted Amount	Amended To
10-70-681	Project Expense-Boardwalk Lighting Project	0	156,200
	Total Increases		156,200
	Decreases		
10-39900	Undesignated Fund Balance		156,200
	Total Decreases		156,200
TOTAL	Net Change to Property Maintenance		156,000
TOTAL	Net Change to Undesignated Fund Balance		(156,000)

Section 3. Effective Date. This ordinance become effective immediately upon adoption.

PASSED AND APPROVED THIS 27TH DAY OF AUGUST 2019 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

ATTEST:

Lori Strickler, City Clerk

Fred Watson, Mayor

Introduced by: William F. Howell, Acting City Manager
Date: August 27, 2019
Action:
Vote:

CITY OF BETHEL

Resolution #19-11

A RESOLUTION BY THE BETHEL CITY COUNCIL AUTHORIZING THE DISPOSAL OF CITY FUEL TANKS TO LOWER KUSKOKWIM SCHOOL DISTRICT

WHEREAS, the Lower Kuskokwim School District (LKSD) owns and operates one or more school buildings in Napakiak, a village downriver from Bethel, and related school fuel tanks;

WHEREAS, the erosion of the Kuskokwim riverbank is 76 feet away from the tanks, which contain 36,000 gallons of fuel oil;

WHEREAS, the U.S. Coast Guard's oil spill response unit gave LKSD until August 30, 2019 to remove the fuel tanks from their current location;

WHEREAS, LKSD has the removal of the fuel tanks in-hand, but requested help from the City to provide fuel tanks that it can use temporarily until a more permanent solution is implemented;

WHEREAS, the City of Bethel has in its possession one 2,000 gallon fuel tank and one 4,000 gallon fuel tank that it recovered from the former U.S. Army National Guard buildings and former laundromat;

WHEREAS, Bethel Municipal Code 4.10.020 requires that a resolution be approved by Bethel City Council to dispose of property valued at more than \$5,000;

WHEREAS, the City of Bethel has no planned use for the two used fuel tanks;

WHEREAS, LKSD is willing to pay \$6,000 to purchase the City's two used fuel tanks, a price at which a local fuel tank purveyor estimates to be the value of the tanks;

NOW, THEREFORE, BE IT RESOLVED that City of Bethel hereby approves the disposal of the two fuel tanks through a sale to LKSD in the amount of \$6,000.

ENACTED AUGUST 27, 2019 BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED.

ATTEST:

Lori Strickler, City Clerk
City of Bethel, Alaska

Fred Watson, Mayor

Resolution #19-11
1 of 1

Shorty's Shop

P.O. Box 994
BETHEL, ALASKA 99559
(907) 543-3158 MAIN LINE
(907) 543-3159 FAX LINE
~~907-545-3157 Cell~~

8-19-19

To: *City of Bethel*
Attn: *Bill Arnold*

"*Price Estimate*"

Price Estimate for 1 ea. 2000 gal. Blue Tank
FOB Bethel

\$2000.00

David Salzman
DAVID SALZBRUN
DBA: Shorty's Shop

Shorty's Shop

P.O. Box 994
BETHEL, ALASKA 99559
(907) 543-3158 MAIN LINE
(907) 543-3159 FAX LINE
907-545-3157 Cell

8-19-19

To: *City of Bethel*
Attn: *Bill Arnold*

"Price Estimate"

Price Estimate for 1 ea. 4000 gal used fuel tank
FOB Bethel *\$4000.00*

David Salzman
DAVID SALZBERG
DBA: *Shorty's Shop*

City of Bethel Action Memorandum

Action memorandum No.	19-53		
Date action introduced:	August 27, 2019	Introduced by:	William F. Howell, Acting City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Approve Alaska Pump & Supply, Inc. as the sole source service provider for all pumps and related equipment purchased from Alaska Pump & Supply, Inc. for use in the City of Bethel sewer system.

Attachment(s): (1) Sole Source Procurement Justification for the City of Bethel to Procure Wastewater Pump Evaluation, Maintenance, and Repair Services from Alaska Pump & Supply, Inc.; (2) Letter from Andrew Martin, DXP/Alaska Pump & Supply, Inc.; (3) Letter from Russell Dayton, Crane Pumps & Systems, indicating Alaska Pump & Supply is authorized distributor for Barnes, Burks, Crown, Deming, Prosser, and Weinman pumps in Alaska; (4) Letter from Mark Shaw, Xylem Water Solutions Company, indicating Alaska Pump & Supply is authorized distributor for Flygt pumps in Alaska.

Amount of fiscal impact:		Account information:
X	No fiscal impact at this time.	NA
	Funds in City FY 2020 Budget.	

Summary Statement

The City of Bethel owns and operates a piped sewer system in Bethel that serves approximately 400 users. The system includes 7 major lift stations, 85,000 linear feet of insulated pipe, and 178 household lift stations. Each major lift station contains one, two, or three pumps to move raw effluent through the pipes to the sewer lagoon. Engineers designed the sewer system to use pump brands manufactured by Crane Pumps & Systems and the Flygt brand made by Xylem, Inc.

Alaska Pump & Supply, Inc. is the only dedicated wastewater pump and pump apparatus repair, maintenance, and training service provider in the State of Alaska. The City of Bethel approved Alaska Pump & Supply, Inc. as a sole source provider of wastewater pumps to the City of Bethel in AM #18-76 on December 1, 2018. This AM extends the City's designation of Alaska Pump & Supply, Inc. to be the sole source service provider for all of the City's wastewater pumps purchased from Alaska Pump & Supply, Inc. that are used in the City's sewer system.



ALASKA PUMP & SUPPLY, INC

8400 SANDLEWOOD PL • ANCHORAGE, ALASKA 99507 • PHONE: (907)563-3424 • FAX: (907)562-5449

August 16, 2019

ATTN: John Sargent
City of Bethel

RE: Sole Source – Pump Repair Services

John,

I am writing first and foremost to express our gratitude for making DXP | Alaska Pump & Supply your sole source supplier for pumps. I would like to let you and the City of Bethel know that we are also able to service repair, and/or rebuild the pumps you have in operation.

Alaska Pump & Supply is the only Flygt and Barnes authorized service center in the State of Alaska. If you were to have warranty issues with any of those pumps you have in operation, Alaska Pump & Supply would be the only location in the State of Alaska that could perform the warranty repairs for Flygt or Barnes (CP&S) pumps. The warranty terms for both Flygt & Barnes grinder pumps are 24 months from the ship date. All of this documentation & more is available upon request.

Most importantly, DXP | Alaska Pump & Supply is the only truly dedicated pump repair facility in the State of Alaska. We have the capabilities, expertise, and relationships to repair nearly any type of pump out there. We service what we sell. It is our request that the City of Bethel considers us as their sole source provider of pump repair services.

Respectfully,

Andrew Martin

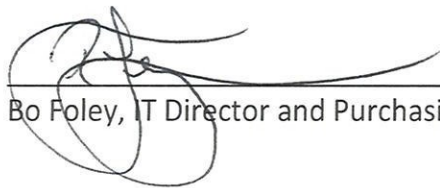
Customer Service Manager
DXP | Alaska Pump & Supply, Inc
8400 Sandlewood Place
Anchorage, AK 99507
Direct: (907) 793-4821
Cell: (907) 793-0134
Main: (907) 563-3424
Fax: (907) 562-5449
andrew.martin@dxpe.com
www.alaskapump.com
www.dxpe.com

Sole Source Procurement Justification

For the City of Bethel to Procure Wastewater

Pump Evaluation, Maintenance, and Repair Services from Alaska Pump & Supply, Inc.

Per BMC 4.20.250, I, Bo Foley, IT Director and Purchasing Agent for the City of Bethel, hereby document that the City performed a good faith review of available resources and industry information, and consulted the Public Works Director, as subject matter expert, to conclude that Alaska Pump & Supply, Inc. should be considered as the single source service provider for all pumps and related equipment purchased by the City from Alaska Pump & Supply, Inc. and used in its wastewater system.


Bo Foley, IT Director and Purchasing Agent

8/18/19
Date

Background

The Bethel City Council approved AM #18-76 on December 11, 2018 that authorized Alaska Pump & Supply, Inc. to be the sole source vendor for all pumps and related equipment purchased by the City for its sewer system. The City missed an opportunity at that time to request single source approval from City Council for Alaska Pump & Supply, Inc. to be the single source service provider for all pumps purchased from Alaska Pump & Supply, Inc. This sole source service provider justification aims to remedy the situation.

The City of Bethel owns and operates a piped sewer system that was designed by one or more engineering firms to use the following pump brands: Barnes, Burks, Crown, Deming, Prosser, and Weinman. These pump brands are manufactured by Crane Pumps & Systems. The Flygt brand is another pump specifically designed to work in Bethel's sewer system. Flygt pumps are manufactured by Xylem, Inc.

These are the pumps that were originally installed and connected to the electric panels that govern the operation of each lift station. The City has disconnected these pumps when failures have occurred, ordered replacement pumps of the same brands, and installed the newly purchased pumps. The system operated as expected each time the same brand of pump was purchased and installed as the one it replaced.

Distributor

The manufacturers of the aforementioned pump brands have an established distributor relationship with Alaska Pump & Supply, Inc., located at 261 E. 56th Avenue, Building A, in Anchorage, Alaska. For each pump brand, Alaska Pump & Supply, Inc. is the ONLY authorized representative and direct dealer in and for sales in the State of Alaska. The City of Bethel cannot

go to Washington State and buy a Crown pump. All sales to entities in Alaska MUST come from Alaska Pump & Supply, Inc.

Service Provider

Manufacturers Xylem, Inc. and Crane Pumps & Systems provide an 18-24 month warranty on new pumps sold. All service work done on these pumps must use original equipment manufacturer (OEM) parts in order not to void the warranty. Alaska Pump & Supply, Inc. is the only service facility in Alaska authorized by these two manufacturers to provide service under warranty on those pumps.

Alaska Pump & Supply, Inc. has a company policy to only use OEM parts in all the pumps it repairs, regardless of the warranty. This policy assures that each and every pump repaired, rebuilt, and serviced in some way is just like new. Alaska Pump Service Coordinator Gerad Walker repeats the phrase, "We use OEM parts so the pump we fix is like new, as if it was new."

Subject Matter Expert Testimony – Public Works Director William Arnold

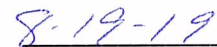
My name is Bill Arnold. I have extensive experience as a journeyman plumber, City of Bethel Utility Maintenance Foreman, and City Public Works Director. I hereby testify that it is in the City's best interest to approve Alaska Pump & Supply, Inc. in Anchorage as the City's single source service provider for the pumps the City buys from Alaska Pump & Supply, Inc. and uses in its wastewater system.

Alaska Pump & Supply, Inc. is the only dedicated facility in Alaska that will evaluate and service wastewater pumps. The professional services provided by Alaska Pump & Supply, Inc. is top notch. It includes evaluations, repairs, rebuilds, and sending a pump technician to Bethel for installation, training, and recommendations, when needed. The City has a long history of having received successful service from Alaska Pump & Supply, Inc.

As the one in charge of maintaining and operating Bethel's sewer system, with all of its lift stations, piped facilities, and sewer lagoon, I strongly support the designation of Alaska Pump & Supply, Inc. as the City's single source service provider for all pumps purchased from Alaska Pump & Supply, Inc. and used in the City's sewer system.



William Arnold, Public Works Director



Date

City of Bethel's Best Interest

It is in the City's Best Interest to approve Alaska Pump & Supply as the single source service provider for all pumps and related apparatus purchased from Alaska Pump & Supply, Inc. and used in the City's wastewater system.



PUMPS & SYSTEMS

TELEPHONE: +1 937 778 8947
FACSIMILE: +1 937 773 7157
WEBSITE: www.cranepumps.com

BARNES • BURKS • CROWN • DEMING • PROSSER • WEINMAN

8/27/2015

Re: Crane Pumps & Systems

To Whom It May Concern,

In response to your recent request for information regarding Barnes, Burks, Crown, Deming, Prosser and Weinman pump products: Alaska Pump & Supply is our authorized municipal distributor for Alaska.

Alaska Pump & Systems carries inventory to service and support their authorized geographic sales territory.

Alaska Pump & Supply
261 E. 56th Avenue, Bldg. A
Anchorage, AK 99518
Phone 907-563-3424

Thank you for your inquiry and your interest in Crane Pumps & Systems products.

Sincerely,

Russell Dayton
Western Regional Manager
Crane Pumps & Systems
rdayton@cranepumps.com
937-214-7571



Mark A Shaw
SE Territory Manager
Xylem Inc
Flygt Products

766 N Sandy LN
Elkhorn WI 53121
Cell 262 227 3763

mark.shaw@xyleminc.com

May 12, 2015

Re: Flygt, a Xylem Water Solutions company

To whom it may concern

Xylem Water Solutions, Flygt brand (Flygt) is the manufacturer of Flygt pumps and parts for your wastewater process. All equipment, components and parts associated with your Flygt equipment should originate from Flygt's Factories.

Flygt, A Xylem brand solely uses Alaska Pump & Supply inc. as it's only authorized representation/direct distributor in the State of Alaska. All inquiries regarding Flygt equipment and parts as well as service should be routed through Alaska Pump & Supply. Below is their contact information.

Alaska Pump and Supply Inc.
261 E. 56th Avenue, Bldg. A
Anchorage, AK 99518
Phone: (907) 563-3424

Albuquerque NM 87109
Phone (505) 344- 7100

If there are any questions concerning the above statement please feel free to contact me

Sincerely,

Mark A Shaw

SE Territory Manager

City of Bethel Action Memorandum

Action memorandum No.	AM 19-54		
Date action introduced:	August 27, 2019	Introduced by:	Bill Howell, Acting City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to negotiate and execute a State and Local Fair Market Value Lease Agreement and related on-demand subscription services and on-premise software license services agreements with Pitney Bowes, Inc. to lease a folding and envelope stuffing machine.

Attachment(s): (1) State and Local Fair Market Value Lease Signature Pages, (2) State and Local Fair Market Value Lease Terms, (3) On-premise Software License and On-Demand Subscription Services Terms – U.S., and (4) On-Demand Subscription Services Agreement.

Amount of fiscal impact:		Account information:
\$5,940	FY 2020 Budget after line item	51-80-683
\$5,940	FY 2021 Budget	51-80-683
\$5,940	FY 2022 Budget	51-80-683
\$1,485	FY 2023 Budget	51-80-683

Summary Statement

The City of Bethel Finance Department needs a folding and envelope stuffing machine to prepare monthly water and sewer bills for bulk mailing, delinquent notices, business license renewal notices, and other large mailings. A folding and envelope stuffing machine would be used by other departments for bulk mailing of public notices (e.g., notice of lead and copper in drinking water), public education literature, and bills.

The Finance Department's current folding machine has been weakened through wear and tear such that it now only folds single sheets at a time. The City has no machine capability for envelope stuffing.

The Finance Department routinely spends 23 hours of staff time to organize, fold, and stuff 1,600 bills into envelopes. The cost for staff time to perform these tasks is \$699 per month and \$8,390 per year. See calculation below. At a machine cost of \$19,305 and a current staff cost of \$8,390 per year just to put out water and sewer bills, the City would break-even on the purchase in 2.3 years. This cost estimate excludes the large monthly mailing of sales tax delinquency notices, business license renewals, and pay stubs/checks.

Monthly Cost

Wages Cost (\$20/hr. x 23 hrs./mo.) = \$460

Benefits Cost (\$20/hr. x 52% benefits ratio x 23 hrs./mo.) = \$239

Total = \$699

Yearly Cost

Wages Cost ($\$20/\text{hr.} \times 23 \text{ hrs./mo.} \times 12 \text{ mos./yr.}$) = \$5,520

Benefits Cost ($\$20/\text{hr.} \times 52\% \text{ benefits ratio} \times 23 \text{ hrs./mo.} \times 12 \text{ mos./yr.}$) = \$2,870

Total = \$8,390

The Purchasing Agent contacted three companies for written price quotes of a folding and envelope stuffing machine. Two of the contacts were non-responsive and the third quote in the amount of \$19,305 was from Pitney Bowes, Inc. The unresponsive companies were CDW-G and Arctic IT.

The lease agreement with Pitney-Bowes, Inc. provides for equipment owned by Pitney-Bowes to be shipped to Bethel and installed for City use. The agreement also includes installation, training, and service. The City would make 39 monthly lease payments of \$495, which equates to \$5,940/yr. for three years, and \$1,485 the fourth year.



State and Local Fair Market Value Lease

--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

CITY OF BETHEL

926001644

Sold-To: Address

300 STATE HIGHWAY, BETHEL, AK, 99559, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

BO FOLEY

907-543-1372

0018323386

Bill-To: Address

300 STATE HIGHWAY, BETHEL, AK, 99559, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

BO FOLEY

907-543-1372

0018323386

bfoley@cityofbethel.ne

Ship-To: Address

300 STATE HIGHWAY, BETHEL, AK, 99559, US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

BO FOLEY

907-543-1372

0018323386

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	RELAY3500	RELAY3500
1	F790042-01	Power Cord
1	STD SLA	Standard SLA-Equipment Service Agreement (for RELAY3500)
1	TI35	Relay 3500 w/Install & Training

Your Payment Plan

Initial Term: 39 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
39	\$ 495.00	\$ 1,485.00

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
☒ Tax Exempt Certificate Not Required (CITY GOV'T)
() Purchase Power® transaction fees included
() Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 1/19), which are available at <http://www.pb.com/statelocalfmvterms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Lessee Signature

Bill Howell

Print Name

Acting City Manager

Title

8/7/19

Date

citymanager@cityofbethel.net

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Michael Gibson

michael.gibson@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



STATE AND LOCAL FAIR MARKET VALUE LEASE TERMS

January 2019

STATE AND LOCAL FAIR MARKET VALUE LEASE TERMS

Thank you for choosing Pitney Bowes products and services. These Terms, our privacy statement (the "Privacy Statement") and the executed order (the "Order") make up your agreement with Pitney Bowes (this "Agreement"). The Privacy Statement explains how we use your information. Please read this Agreement carefully.

Let's start with a few definitions that should help you better understand your agreement. "PBI" means Pitney Bowes Inc. "Pitney Bowes" means PBI and its subsidiaries. "We", "our" or "us" refers to the Pitney Bowes companies with whom you've entered into the Order. "You" or "your" refers to the entity identified on the Order. "Meter" means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed ("PSD"), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. "Meter Services" means: access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations ("CFR"); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 27; and the Softguard Program outlined in Section 29. "Equipment" means the equipment listed on the Order, excluding any Meter or standalone software. "Lease" means Lease terms and conditions set out in Sections 1 through 9.

The provisions included in these Terms consist of: (i) Lease Terms; (ii) General Terms; (iii) a Service Level Agreement; (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

LEASE TERMS

1. Lease of Equipment; Provider of Leasing Services

If you are leasing Equipment, these Lease terms apply. PBI is the manufacturer of the Equipment. Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of its subsidiaries ("PBGFS"), provides you with the leasing services. The term of this Lease is the number of months stated on the Order (the "Lease Term") and begins on the date the Equipment is shipped if we don't install the Equipment, and the date of installation if we install the Equipment. You may not cancel this Lease for

any reason and all payment obligations under this Lease are unconditional. You understand that we own the Equipment. PBI owns any Meter as USPS regulations require. Except as stated in Section 3, you don't have the right to become the owner of the Equipment at the end of the Lease Term.

2. Payment Terms

We will invoice you quarterly in arrears for all payments on the Order, unless the Order says otherwise (each such payment is a "Periodic Payment"). You will make each Periodic Payment by the due date shown on our invoice. Your Periodic Payment may include a one-time origination fee, amounts carried over from a previous lease, software license and maintenance fees and other charges. Any Meter Services fees, SLA fees and subscription fees (collectively "PBI Payments") will be included with your Periodic Payment and begin with the start of the Lease Term. After the Lease Term, your Periodic Payment will increase if your PBI Payments increase.

3. End of Lease Options

During the 90 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease or an amended lease with us; (ii) purchase the Equipment "as is, where is" for its fair market value; or (iii) return the Equipment and Meter in their original condition, reasonable wear and tear excepted, and pay us our then applicable processing fee (including any equipment return fee). If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to a service carrier specified by us to pick up and



ship them to us. If you don't do one of the things listed in clause (i), (ii) or (iii) above, you will be deemed to have agreed to enter into successive month to month extensions of the term of this Lease. You may choose to cancel the automatic extensions at any time by giving us 30 days' written notice by creating a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case"). Upon cancellation, you agree to either return all items as provided in this Section 3 or purchase the Equipment.

4. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS ISN'T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

5. Equipment Obligations

You will keep the Equipment free from liens and in good condition and working order. We may inspect the Equipment and related maintenance records. You may not move the Equipment from the location specified on the Order without our prior written consent.

6. Risk of Loss and ValueMAX® Program

(a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of shipment by us until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss"). No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss. To protect the Equipment from loss, you will either:

(i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us ("Insurance"); or (ii) be enrolled in PBGFS' ValueMAX program described in paragraph (b) below.

(b) YOU MUST CALL US AT 1-800-732-7222 OR GO TO www.pitneybowes.com/us/valuemaxoptout (<http://www.pitneybowes.com/us/valuemaxoptout>) AND PROVIDE US WITH EVIDENCE OF INSURANCE IF YOU DO NOT WISH TO BE ENROLLED IN THE VALUEMAX PROGRAM. If you don't provide evidence of Insurance and haven't previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice. We will provide written notice reminding you of your Insurance obligations described in paragraph (a) above. If the Equipment is included in the ValueMAX program and any Loss occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment. We aren't liable to you if we terminate the ValueMAX program. By providing the ValueMAX program, we aren't offering or selling you insurance; accordingly, regulatory agencies haven't reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

7. Other Lease Terms

(a) If more than one lessee is named in this Lease, liability is joint and several. You, and any guarantor signing the Order or any documents executed in connection with this Lease, agree to furnish us financial information upon request. Each of these persons authorizes us to obtain credit reports on them now and in the future.

(b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. We may sell or assign all or part of this Lease or the Equipment but it will not affect your rights or obligations.

(c) We will provide you with a welcome letter by email.

8. NON-APPROPRIATION

You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

9. EARLY TERMINATION

You further warrant that you intend to enter into this Lease for the entire Lease Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Lease Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supersede Section 12(a)(ii) of these Terms.

GENERAL TERMS

10. Warranties

We warrant that all PBI-branded equipment ("PBI Equipment") will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety days from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself. The DI2000™ inserting system has its own unique warranty that you can see at pitneybowes.com/us/di2000-terms.html (<http://www.pitneybowes.com/us/di2000-terms.html>).

(a) A defect doesn't include the failure of rates within a rate update to conform to published rates.

(b) We warrant that any service ("Service") we perform under the Service Level Agreement set out in Sections 19 through 24 (the "SLA") will be performed in a professional and workmanlike manner.

(c) YOUR SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, REPERFORM THE SERVICE.

(d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. "Excluded Circumstance" is a circumstance outside of PBI's control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control. The warranty also does not apply if someone other than us services the equipment, you don't use required software updates, you use the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or you use third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

(e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.

(f) The warranty doesn't cover ink, ink rollers, toner and drum cartridges, ribbons and similar items ("Consumable Supplies").

(g) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.

11. Limitation of Liability

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

12. Default and Remedies

(a) If you don't make any payment within three days after the due date shown on our invoice, you reach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:

(i) cancel this Agreement and any other agreements Pitney Bowes has with you;

(ii) require you to pay to us immediately all amounts payable under the Lease or other agreements, whether then due or payable in the future;

(iii) disable the Meter;

(iv) require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;

(v) if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us;

(vi) charge you a late charge for each month that your payment is late;

(vii) charge you a check return fee for payments made by you with insufficient funds; and

(viii) pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.

(b) You agree to pay all our costs, including attorneys' fees, incurred in enforcing our rights.

(c) We may suspend any services during any period that your account is more than thirty days past due.

13. Taxes

You agree to pay us for all applicable sales, use, property, purchase or other taxes (excluding taxes on net income) related to the Lease or Equipment rental agreement or Meter Services agreement based on or measured by your payments, the Equipment, Equipment location, Meter and Meter location. We will determine the amount of all property and similar taxes to be charged to you based on our reasonable valuation of the Equipment or of the Meter, taking into consideration tax rates and depreciation. If any of these taxes are applicable, you agree to pay a tax administrative charge set by us without reference to the tax charged or services performed; such fee and charge won't exceed a total of \$35 per year for each Lease schedule or Equipment rental agreement or Meter Services agreement.

14. Embedded Software; Applications

a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. The embedded software may contain third party software which is subject to any terms accompanying it. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.

b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. Each application you access will have its own terms and conditions applicable to your use of that application located within it, and by using the application you agree to those terms and conditions.

15. Internet Access Point

The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

16. Security Interest

You grant us a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment, to secure payment of any balance due. We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities. If you are leasing Equipment, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment in order to protect our interest in the Equipment.

17. Analog Connectivity

IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.

18. Miscellaneous

(a) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.

(b) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.

(c) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.

(d) Payments aren't subject to setoff or reduction.

(e) ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.

(f) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.

(g) Our respective rights and obligations under Sections 11 (Limitation of Liability), 12 (Default and Remedies) and 13 (Taxes) will survive termination of this Agreement.

(h) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.

(i) This Agreement is governed by the laws of the State of Delaware.

(k) You agree that we can use your name in a client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using. You agree that we can use your name and logo in marketing content, including in an advertising campaign, with your prior consent.

(l) You agree to comply with all applicable export control laws and regulations.

SERVICE LEVEL AGREEMENT

19. Applicability of SLA

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding Equipment with charges based on volume of use ("Usage-based Equipment") and any DI2000™ (the covered equipment is called "Covered Equipment").

20. Service Level Options

(a) (i) If you sign up for Standard SLA on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 21) (the "Service Term"). You are also entitled to:

(x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch

a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. "Normal Working Hours" means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI- observed U.S. holidays, in the time zone where the Equipment or other items are located.

(ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of

the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you

must pack the Covered Equipment to be replaced in the shipping carton that contained the

replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.

(b) If you are eligible to receive Performance SLA under our policies and you sign up for Performance SLA on the Order, you will be entitled to receive: (i) all coverage provided under Standard SLA; (ii) one two-hour application consultation for your mailing and shipping needs; and

(iii) admission for one person to a PBI mail management seminar. If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service

technician on-site (during Normal Working Hours only) within 4 hours or 8 hours, as specified on the Order, after PBI has determined that it can't resolve the issue remotely (the "Response Time Commitment"). The Response Time Commitment relates solely to the arrival of a technician at your location. It isn't a guaranteed resolution of the problem within the Response Time Commitment period, and it doesn't guarantee that all parts necessary to make a repair will be on-site within this time frame. The Response Time Commitment does not apply to Service designated as service by replacement, relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment. If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, you will receive Standard SLA and we will adjust the SLA charges payable by you appropriately. If we don't meet the Response Time Commitment, we will provide you with a credit equal to the difference between the cost of Standard SLA and Performance SLA for three months. In order to receive this credit, you must use a credit request form which you can obtain from your service technician or by calling the Customer Care Center. The credits are limited to credits for four failures to meet the

Response Time Commitment in any twelve-month period during the Service Term. These remedies are your sole remedy for PBI's failure to meet the Response Time Commitment.

21. Service Term

PBI will provide you with Service for twelve months, if you don't have a Lease, or for the Lease Term, if you are leasing Equipment (the "Initial Service Term"). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM") UNLESS YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW OR THE LEASE EXPIRES OR IS**

TERMINATED OR THE RENEWAL IS PROHIBITED BY LAW. If you don't wish to renew Service, you must deliver a written notice (the "Termination Notice") at least sixty days prior to the renewal of the term to us at 2225 American Drive, Neenah, WI 54956 or you may notify us by creating a case at [pitneybowes.com/us/contact-us.html](http://www.pitneybowes.com/us/contact-us.html) (<http://www.pitneybowes.com/us/contact-us.html>) (follow the instructions under "how to create a case"). Your Termination Notice must include your customer account number or CAN and lease number (if applicable). PBI reserves the right not to renew your SLA for any reason.

22. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the "Overage"). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists.

23. Service Changes

PBI may modify its Service by giving written notice to you (a "Service Change Notice"), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you may terminate Service by giving us a termination notice at the address indicated in Section 21 or you may create a case at [pitneybowes.com/us/contact-us.html](http://www.pitneybowes.com/us/contact-us.html) (<http://www.pitneybowes.com/us/contact-us.html>) (follow the instructions under "how to create a case").

24. Additional Service Terms

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

25. Equipment Rental and Meter Services

(a) If you aren't leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order. After the period listed on the Order (the "Initial Term"), we may increase the rental and/or Meter Services fees upon at least 30 days' prior written notice. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.

(b) At the end of the Initial Term, the rental term and Meter Services term will automatically renew for successive 12-month extensions. If you don't wish to renew the rental term or Meter Services term, you must deliver a written notice to us at least 60 days prior to the renewal of the rental term or Meter Services term, as applicable, to the address in Section 21 or create a case at [pitneybowes.com/us/contact-us.html](http://www.pitneybowes.com/us/contact-us.html) (<http://www.pitneybowes.com/us/contact-us.html>) (follow the instructions under "how to create a case"). Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted.

26. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the "Bank") for deposit into your Postage By Phone® Reserve Account that you maintain with the Bank (your "Reserve Account") or you may transfer funds to the United States Postal Service (the "USPS") through a lockbox bank (a "Lockbox Bank"). See the "USPS Acknowledgment of Deposit" below for more information. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

27. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

28. Terms of Use of Meter; Federal Regulations

You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be

made in accordance with the current Domestic Mail Manual. If the Meter is used in any unlawful scheme, or isn't used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C.

1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3

U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

29. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

30. Collection of Information

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

31. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with

Website Feedback



the USPS data system. We have the right to terminate the value based services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

32.Acknowledgement of Deposit

This section of the agreement provides you with the sections that the USPS requires we include in any agreement where we are renting a Meter. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

- (a) In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a "Deposit"), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (b) To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.
- (c) Any deposit made by you in your Reserve Account is subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.
- (e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.
- (f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.
- (g) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.
- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PURCHASE POWER TERMS

33.Purchase Power Program

- (a) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. In order to participate in the Purchase Power program (the "Program"), you must provide the information described in paragraph (h) below. You will receive a set of more specific provisions for the Program within thirty days of the date of this Agreement.
- (b) Your Purchase Power account (the "Account") will be charged for the amount of postage, products, and services requested and the related fees, if applicable. Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including those relating to: (i) applicable transaction or overage fees; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks.
- (c) You will receive a billing statement for each billing cycle in which you have activity in the Account. The Bank may deliver any statement electronically to the email address that is on file for you. Payments are due by the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.
- (d) (i) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (ii) The Annual Percentage Rate applicable to the Account will be: the greater of (x) 22% and (y) the sum of the highest "Prime Rate" published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iii) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of March 31, 2017, the daily periodic rate would be .05137% and the corresponding annual percentage rate would be 18.75%). (iv) The Account balance that is subject to a finance charge each day will include (x) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (y) unpaid interest, fees, and other charges on the Account.

- (v) The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00.
- (vi) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line.
- (vii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit limit.

(e) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. Cancellation or suspension will not affect your obligation to pay any amounts you owe.

(f) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you (including by electronic notice via the email address that is then on file for you). You are consenting to electronic delivery of any amendments to the Program terms. Each time you use the Program, you are signifying your acceptance of the terms then in effect. An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. The Bank may terminate the Program at any time and will notify you in the event of any termination. Any outstanding obligation will survive termination of the Program.

(g) The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

(h) USA PATRIOT Act - To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, in order to activate the Account the Bank asks that you agree to provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her. You agree to provide all such requested identifying information.

PRODUCT SPECIFIC TERMS

34. Software

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. (<http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>)

Those additional terms are incorporated by reference.

35. DI2000 Inserting System Terms

Certain provisions which apply when you purchase, lease or rent a DI2000 inserting system and when you purchase a service plan for it are set forth at [pitneybowes.com/us/di2000-terms.html](http://www.pitneybowes.com/us/di2000-terms.html). (<http://www.pitneybowes.com/us/di2000-terms.html>)

and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

36. PBBackup and PC-Backup Service Terms

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at [pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html](http://www.pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html) (<http://www.pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html>) and are incorporated by reference.



On-Premise Software License and On-Demand Subscription Services - U.S.

Updated: August 1, 2019

The terms referred to below apply to transactions in the United States only. For terms outside the United States, please contact your Pitney Bowes representative.

ON-PREMISE SOFTWARE LICENSE

If you ordered any of the following software products, your use of the product(s) will be governed by the terms (Last modified August 2019) located at www.pitneybowes.com/us/smb-terms/on-premise-software-license-terms-conditions.html (/us/smb-terms/on-premise-software-license-terms-conditions.html): Arrival®, Arrival® Express, Business Manager, ConnectRight® Mailer, Envelope Designer Plus, Envelope Now, File-Based Processing Software, LobbyTrac™ Arrival® Visitor Tracking, Package Manager, PB First™, PC Meter Connect, PC Transfer Utility, Postal Manager, SendPro® Enterprise (On-Premise), SendSuite® Desktop, SendSuite® Live, SendSuite® Tracking, and SendSuite® Xpress. Please feel free to print the terms and conditions for your records. The terms set out in the link above will supersede any shrink-wrap or click through agreement received with the product.

ON-DEMAND SUBSCRIPTION SERVICES

If you ordered any of the following products, your use of the product(s) will be governed by the terms (Last modified July 2018) located at www.pitneybowes.com/us/smb-terms/terms-of-use-on-demand-subscription-services.html (/us/smb-terms/terms-of-use-on-demand-subscription-services.html) Cost Accounting, Enhanced Support Services, MyGraphics™ Designer System, pbSmart™ Codes, pbSmart™ Connect, pbSmartPostage™, Relay™ Communications Hub, SendPro® Enterprise (On-Demand), SendPro® Subscription, SendPro® Subscription with Equipment Lease, SendSuite® Tracking Online, and TrackmyMail®.

THIRD PARTY PRODUCTS

For the following products, the terms of use can be found by clicking the hyperlink opposite the name of the Licensed Product.

PlanetPress Suite® 7: License Agreement (<http://planetpress.objectiflune.com/Content/Docs/PlanetPress-EULA-en.pdf>) and Maintenance Terms (/us/license-terms-of-use/shipping-and-mailing-maintenance-services-terms.html)

PlanetPress Suite® Connect: License Agreement (<http://help.objectiflune.com/en/OL-EULA.pdf>) and Maintenance Terms (/us/license-terms-of-use/shipping-and-mailing-maintenance-services-terms.html)

PlanetPress: Envelope Now (<http://envelopenow.objectiflune.com/content/docs/PlanetPress-EULA-en.pdf>)

AutoMail: License Agreement (/content/dam/pitneybowes/us/en/terms-and-conditions/automail-llc-end-user-license-agreement12-2017.pdf)

PRIOR TERMS

- Terms prior to August 2019 (/us/smb-terms/software-and-subscription-terms-and-conditions-prior-terms.html)





ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT

(Last modified July 3, 2018)

Thanks for using our on-demand subscription services. These terms define the terms and conditions under which you're allowed to use the on-demand subscription services and how we'll treat your account while you're utilizing the on-demand subscription services. If you have any questions about our terms, feel free to contact us (<https://www.pitneybowes.com/us/support/contact-us.html.html>).

We'll start with the basics, including a few definitions that should help you understand this agreement. This On-Demand Subscription Services Agreement (this "Agreement") is between you and Pitney Bowes Inc. ("we", "us", and "our"). This Agreement will only apply if the on-demand subscription services identified in your order form (the "Order") are not covered by one or more separate On-Demand Subscription Services Agreements. Your on-demand subscription services may also require one or more Statements of Work (each a "SOW").

The web sites through which you access the on-demand subscription services (each a "Site"; the on-demand subscription services and the Sites are collectively called the "Services") are owned and operated by us or our vendors. Additional product-specific license and lease terms applicable to certain of the Services ("Product Terms") can be found at www.pitneybowes.com/us/smb-terms/on-demand-subscription-services-product-terms.html (/us/smb-terms/on-demand-subscription-services-product-terms.html) and are incorporated into this Agreement.

1. Eligibility

In order to use the Services, you must provide true, complete and up to date contact information for so long as you access the Services. You won't use the Services in a way that violates any laws or regulations, including any relating to data protection and privacy. We may refuse service or close your account if you fail to comply with this Agreement.

2. Use of the Service

a) As long as you continue to comply with the terms of this Agreement, we grant you a non-exclusive, non-transferable license to access and use the Services for the number of months, and for up to the number of users, transactions, or other volume metrics specified in the Order. If applicable, you may upgrade your plan for additional fees. We are licensing the Services to you, and we reserve all rights to the Services not expressly granted to you in this Agreement.

b) You agree that you will use the Services only for business or commercial purposes and not for personal, family or household purposes.

c) You won't use the Services for or make the Services available to any third party. In addition, you agree not to use the Services to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Services. Disruptions include but are not limited to denial of service attempts, distribution of advertising or chain letters, propagation of computer worms and viruses, or use of the Services to make unauthorized entry to any other device accessible via the Services. For the Services and related software, you will not (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, time-share, disclose, transfer or host the Services, documentation or any other confidential or proprietary information to or for any other parties; (iii) use the Services to modify or reproduce a third party's materials unless you have the legal right to do so; (iv) distribute any part of the Services over any network, including a local area network; or (v) extract any data from the Services and use such data for any purpose other than for your use of the Services.

d) If you are delivered software for on premise installation as part of the Service ("Software") the following additional terms apply: You won't (i) reverse engineer, decompile or disassemble the Software; (ii) make copies of the Software, other than a reasonable number of copies for use for disaster recovery purposes; and (iii) separate the components of the Software, or install and use such components separately and independently of the Software they comprise.

e) If you do not comply with this Section 2, you will be in material breach of this Agreement, and we will have the right to immediately terminate your use of the Services.

3. Term and Termination; Suspension

a) The term of this Agreement begins on the effective date of the Order and will remain in effect for each Service for the duration of the Order or SOW applicable to such Service. Each Order or SOW will be effective as of the date in such Order or SOW and will remain in effect until its expiration or until your account is closed. If this Agreement is terminated, any Order entered into beforehand will, unless terminated under another provision of this Agreement, remain in effect for its entire term and this Agreement will remain in effect for the Order until its termination.

b) Unless the Product Terms state otherwise, you may terminate your account at any time and for any reason by giving thirty days' notice to us.

c) We may at any time without notice: i) refuse to accept or fulfill your Orders or any part of any Orders for the Sites and/or Services; or ii) move, suspend or terminate all or any part of the Sites and/or Services or terminate your account.

d) Once your use of a Service is terminated, (i) we may permanently delete your account and all the data associated with it, in accordance with our records management policies and as permitted by applicable law, (ii) you must immediately stop using the Service and Software, and remove any Software from the computers on which it was installed, (iii) each party will promptly return or destroy all confidential information of the other party; and (iv) your access to the Service will continue through the current billing period for access to the Service (the "Billing Period") for which you have paid in advance, unless you have failed to comply with this Agreement, in which case your access will be immediately revoked. You won't be entitled to a refund from us under any circumstances.

e) Termination of this Agreement will be in addition to and not in lieu of any other legal or equitable remedies available to us.

4. Changes

We may change the Services and any features from time to time, and if such changes are material, we will notify you by sending an email to the last email address you gave to us. If you do not wish to continue using the modified Services, you may terminate your use of the Service, effective the last day of the current Billing Period for which you have paid in advance. We may change any terms of this Agreement and the fees charged for using the Services by posting revised terms and/or fees on the Sites and/or by sending an email to the last email address you gave to us; provided, however, that if the Order includes the lease of equipment, no change to the fees will be effective prior to the end of the term of the lease of such equipment. The new terms and new fees will be effective on the first day of the next Billing Period and will apply thereafter. By continuing to use the Services after any such changes, you agree to be bound by such changes. If you do not wish to agree to the new terms or the new fees, you must stop using that portion of the Services affected immediately.

5. Account and Password

By registering for the Services, you will be prompted to establish certain passwords and provide other access information to enable you to use the Services. You represent that you have all necessary authority to establish an account with us on behalf of the business. The account name, password and access information is confidential information and should be used solely by you to access your account and use the Services. You are responsible for keeping your account name, password and access information confidential. You will take all reasonable steps to prevent unauthorized access to your account and you will immediately notify us of any unauthorized use of your accounts or any other breach of security. We aren't responsible for any losses due to stolen or hacked passwords.

6. Account Disputes

We don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours. We decide who owns an account based on the information that has been provided to us with respect to the account, and if multiple people or entities are identified, then we will rely on the contact information listed for that account.

7. Fees; Payment Terms

a) You will pay the fees for the use of the Services which are posted on the Sites or described in an Order or SOW, and may be changed from time to time, unless specified as conditions of a subscription type. These fees do not include: (i) any applicable sales, use or other taxes, which will be separately identified on your invoice; (ii) usage-based fees for the Services, which will be separately identified on your invoice, and (iii) charges for any services not contemplated by this Agreement, such as special programming, which may be available upon request and are subject to our then-current rates. Except as provided in an Order or SOW, your subscription for the use of the Services will be billed in advance with the first payment due at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment.

b) We will automatically charge your payment source the cost of your subscription at the beginning of each Billing Period. Please note that we may receive updated billing information regarding your credit card account or other payment source and you consent to us receiving such updates.

8. Personal Information

If any of the Services collects or stores individually identifiable personal information, then we will comply with our privacy statement located at <https://www.pitneybowes.com/us/legal/privacy-statement.html> (/us/legal/privacy-statement.html) as it may be updated by us from time to time (the "Privacy Statement").

9. Trademarks

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our intellectual property in the United States and other countries. All marks not owned by us are the property of their owners. You may not use, and nothing contained on the Sites or in this Agreement grants any right to use, any trademark displayed on the Site without our written permission or from the owner of the

trademark. In addition, except as explicitly set forth in this Agreement, you will not use any copyrighted work displayed on the Sites or any of our other intellectual property without our prior written consent.

10. Feedback; Data

a) You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the Services and as provided in our Privacy Statement. We reserve the right to use, without limitation, any anonymized or aggregated data that does not identify you or any user of the Service relating to use of the Service. We retain the right to use data derived from your use of the Service for our internal purposes and for the purposes of performing analytics on the Service, or for improving or enhancing the Service or other products or services offered by us to our customers, all in accordance with the Privacy Statement.

b) You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, feedback, suggestions, and written materials provided to us related to your use of the Services.

c) You'll ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Services.

11. LIMITATION OF LIABILITY

a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE IN ANY BILLING PERIOD WILL BE NO MORE THAN WHAT YOU PAID US TO PROVIDE THE SERVICE FOR THE PREVIOUS BILLING PERIOD.

b) WE WON'T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

12. INDEMNITY

YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING IN ANY WAY FROM YOUR USE OF THE SERVICE OR RELATED TO ANY BREACH OF THIS AGREEMENT BY YOU OR ANY USER AUTHORIZED BY YOU. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU AND YOU AGREE TO COOPERATE WITH US IN MAKING THE DEFENSE. THIS SECTION 12 WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT OR AN ORDER INDEFINITELY.

13. SERVICE AVAILABILITY; DISCLAIMERS

a) YOUR ACCESS TO AND USE OF THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR VARIOUS REASONS, INCLUDING MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITES, OR OTHER ACTIONS THAT WE MAY ELECT TO TAKE.

b) EXCEPT AS EXPRESSLY STATED IN ANY PRODUCT SPECIFIC TERMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND THE CONTENT ON THE SITES, INCLUDING ANY THIRD PARTY SERVICE OR DATA, ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT. WE DON'T GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT WE WILL CORRECT ALL ERRORS.

14. Third Party Sites

The Sites and this Agreement may contain links to third party websites, including links to the websites of carriers ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. You should contact the site administrator or webmaster for those Linked Sites if you have any concerns regarding such links or the content located there.

15. Compliance with Laws

Each party will comply with all applicable federal, state and local laws, rules and regulations, including export regulations and privacy laws. You will be solely responsible for the content of all data submitted to us in connection with our provision of the Services and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such data.

16. Assignments

You may not assign any of your rights under this Agreement to anyone else. We may assign or subcontract our rights to any other individual or entity at our discretion.

17. U.S. Government Restricted Rights

If you are an agency of the United States Government, use of the Services by the Government constitutes acknowledgment of our proprietary rights in software contained in the Services, and such software will be: (i) deemed "commercial computer software" or "commercial computer software documentation" and the Government's rights with respect to such software and documentation are limited by this Agreement, pursuant to FAR 5 12.212(a) and/or DFARS 5 227.7202-1(a), as applicable, or their successors; and (ii) subject to "RESTRICTED RIGHTS," as described in FAR52.227-14 and/or DFAR252.227-7013 et seq., as applicable. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in these regulations.

18. Choice of Law; Arbitration; WAIVER OF JURY TRIAL

a) This Agreement will be governed by the laws of the State of Delaware without regard to its principals of conflict of laws.

b) If we file an action against you claiming you breached this Agreement and we prevail, we will be entitled to recover reasonable attorneys' fees.

c) ANY CLAIM OR CAUSE OF ACTION UNDER THIS AGREEMENT THAT YOU DON'T PRESENT WITHIN 1 YEAR FROM THE DISCOVERY OF THE CLAIM OR CAUSE OF ACTION WILL BE DEEMED WAIVED. ANY DISPUTE BETWEEN THE PARTIES WILL BE RESOLVED EXCLUSIVELY BY INDIVIDUAL BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT AND YOU AGREE TO GIVE UP THE RIGHT TO LITIGATE DISPUTES IN COURT. Neither party will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. In the case of: (i) any dispute involving \$75,000 or less, we will reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses; and (ii) any dispute involving more than \$75,000, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

d) This Section 18 will survive any termination of this Agreement or an Order indefinitely.

19. Force Majeure

Except for a party's payment obligations, neither party will be liable for any delays or failure in performance from any cause beyond their control. This includes acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, strikes, power disruptions, and any disruption of internet service not caused by us.

20. Notices

Notices under this Agreement will be effective (i) in the case of a notice to you, when we send it to the last email or physical address you gave us or any address you may later provide; (ii) in the case of a notice to us alleging a breach of this Agreement, when delivered to us by email to legalnotices@pb.com (mailto:legalnotices@pb.com) or by overnight courier or delivered in person to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, or any addresses we may later provide; and (iii) in the case of any other notice to us, when delivered to us by physical mail to Pitney Bowes Inc., SVP & GM, Global SMB Products & Strategy, 3001 Summer Street, Stamford, CT 06926 or when you create a case at www.pitneybowes.com/us/contact-us.html (<https://www.pitneybowes.com/us/contact-us.html>) (follow the instructions under "how to create a case").

21. Independent Contractor

Nothing contained in this Agreement will be construed to constitute either party as a partner, joint venturer, co-owner, employee or agent of the other party, and neither party will hold itself out as such.

22. Miscellaneous

Neither party will be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and we specifically disclaim such terms. If there's a conflict between the Product Terms and any other provision of this Agreement, the Product Terms will govern and control. Each Party will cooperate with the other and take such other actions as may reasonably be requested from time to time in order to carry out the intent and accomplish the purposes of this Agreement, including our right to verify your compliance with this Agreement and any Orders at all locations which you access the Services. If we don't immediately take action on a violation of this Agreement, we're not giving up any rights under this Agreement, and we may still take action at a later point. Each party will also keep confidential the terms and conditions of the Agreement and the SOW(s).

City of Bethel Action Memorandum

Action memorandum No.	19-55		
Date action introduced:	August 27, 2019	Introduced by:	William F. Howell, Acting City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Approve the sole source purchase of Kenworth brand heavy duty trucks from dealer Papé Kenworth Northwest, Inc. in Anchorage or similar Kenworth dealer and use of all Kenworth company support services.

Attachment(s): (1) Sole Source Procurement Justification for the City of Bethel to Procure Kenworth brand Heavy Duty Trucks from Papé Kenworth Northwest, Inc. of Anchorage or similar Kenworth dealer; (2) Letter from Keith Shalsky, Territory Manager, Papé Kenworth Northwest, Inc.

Amount of fiscal impact:		Account information:
X	No fiscal impact at this time.	NA
	Funds in City FY 2020 Budget.	

Summary Statement

The City of Bethel purchased five Kenworth brand sewer haul trucks from Kenworth Truck Company through a contract dated July 11, 2018 in the amount of \$875,595. The purchase was done through a National Joint Powers Alliance pre-bid contract in which Kenworth Truck Company was a qualified vendor.

On December 11, 2018, Bethel City Council passed AM #18-76 that approved Kenworth Alaska, Inc. to be the single source vendor for the immediate purchase of six water haul trucks. The water trucks were ordered and down payment provided to Kenworth.

The City of Bethel has or will have 11 total Kenworth manufactured water and sewer haul trucks in its fleet. Kenworth trucks are now the dominant manufactured trucks in the City's fleet, amidst Sterlings, Macks, and others.

The City typically purchases the following heavy duty trucks: dump truck, road watering trucks, water and sewer trucks, side dumps, tractor, and dumpster trucks. The City's FY 2020 Budget contains funding to purchase a dump truck. The Public Works Department prefers to purchase a Kenworth Dump Truck.

It is in the City's Best Interest to sole source Kenworth heavy duty trucks and utilize Kenworth company resources, training opportunities, information, customer service, parts, and knowledge to save time and money on purchases, problem diagnosis, and repairs.

Sole Source Purchase Justification

For the City of Bethel to Purchase Kenworth Made Heavy Duty Trucks

from Papé Kenworth Northwest, Inc. in Anchorage or similar Kenworth dealer

Per BMC 4.20.250, I, Bo Foley, IT Director and Purchasing Agent for the City of Bethel, hereby document that the City performed a good faith review of available resources and industry information, and consulted the Public Works Director, as subject matter expert, to conclude that it is in the City's best interest to purchase Kenworth made heavy duty trucks from Papé Kenworth Northwest, Inc. in Anchorage or similar Kenworth dealer.



Bo Foley, Purchasing Agent

8/20/19

Date

Background

The City of Bethel purchased five Kenworth brand sewer haul trucks from Kenworth Truck Company through a contract dated July 11, 2018 in the amount of \$875,595. The purchase was done through a National Joint Powers Alliance pre-bid contract in which Kenworth Truck Company was a qualified vendor.

On December 11, 2018, Bethel City Council passed AM #18-76 that approved Kenworth Alaska, Inc. as the single source vendor for the immediate purchase of six water haul trucks. The water trucks were ordered and down payment provided to Kenworth.

The City of Bethel has or will have a total of eleven Kenworth-manufactured water and sewer haul trucks in its fleet. Kenworth trucks represent the dominant manufacturer for the trucks in the City's fleet, amidst Sterlings, Macks, and others that are past their useful lives and need to be retired at the soonest opportunity.

The City mechanics and Foreman are trained and will continue to receive training on how to diagnose and repair Kenworth trucks. Many of the problem, parts, and repairs are the same or similar from truck to truck. Working on Kenworth trucks saves the City money in terms of parts inventory, time to diagnose problems and make repairs, training leverage, and proximity of a dealer in Anchorage.

Subject Matter Expert Testimony – Jake Thompson, Vehicle & Equipment Foreman

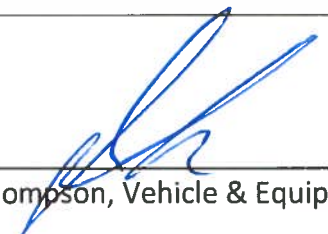
Jake Thompson, City Vehicle and Equipment Foreman, has 20 years of experience working for numerous employers as an aviation mechanic, light duty mechanic, diesel mechanic, and heavy equipment operator. Mr. Thompson is a self-taught, field-taught, boots-on-the-ground

mechanic and operator who knows how to use the computer, telephone, and in-person contacts to ask the right questions, research equipment capability, and compare produce and service features and benefits.

Mr. Thompson hereby testifies he has done research into various makes, models, and assembly configurations to determine that it is in the best interest of the City to purchase Kenworth heavy duty trucks from the Kenworth dealer in Anchorage and avail itself of all Kenworth facilities and services nationwide. The City will benefit greatly by purchasing, operating, and maintaining a fleet of Kenworth heavy duty trucks.

Kenworth offers the City a quality product with reliable service and the following features and related benefits:

Features	Benefits
• Interchangeable engine and chassis parts.	• Less parts inventory, standardized repairs, same parts used in multiple equipment pieces.
• Less expensive chassis and engine than competitors.	• Saves the City money.
• Disc brakes	• Quicker change-out: 15 minutes versus 8 hours with competitors' brake systems.
• Auto-lube capability	• Saves mechanic time; keeps engine running smoothly.
• Dealer Access for parts orders and diagnostics	• Saves time and money placing orders factory-direct; diagnosing problems.
• Open and easy information sharing	• Saves time and money in diagnosis, repairs, fix options.
• Willingness and ability to apply "bridge law formula" to ensure trucks meet or exceed it and that Kenworth-built water and sewer trucks are able to operate at full capacity	• Saves money by allowing water and sewer trucks to operate at full capacity; results in safer vehicles on the road; reduces personal risk to drivers;
• Extensive training options online, in Bethel, Anchorage, and Lower 48	• City mechanics become fully trained experts in Kenworth engines and related apparatuses.



Jake Thompson, Vehicle & Equipment Foreman

8-20-19
Date

City of Bethel's Best Interest

It is in the City's Best Interest to purchase Kenworth heavy duty trucks and utilize Kenworth company resources, training opportunities, information, customer service, parts, and knowledge to save time and money on purchases, problem diagnosis, and repairs.



KENWORTH ALASKA

CITY OF BETHEL

PO BOX 1388

BETHEL, AK 99559

TO WHOM IT MAY CONCERN:

Pape Kenworth of Alaska would like to thank you for your purchase of 5 vac trucks and 6 water trucks.

This is a great beginning for what we would consider to be the first and best step for standardizing your fleet with all Kenworth products. The benefits include:

Standardized fleet, no mixing and matching of parts from different sources. No need to contact many different vendors.

Commonality of parts: having a small selection of stock replacement parts that will be applicable to all of your trucks will save a tremendous amount of money and time. No need to stock multiple parts for multiple different trucks.

Cummins engine. The Cummins engine brings support to you from 2 different avenues. Pape Kenworth Alaska and Cummins. Service centers for both located in Anchorage. Parts are readily available. The Cummins engine is the most reliable and efficient engine on the market with the best support.

Onsite support. Our service department is always available to help you keep your trucks up and running, whether it be on site or over the phone. Pape Kenworth of Alaska prides ourselves on having the best service and parts department in the state of Alaska. Our service manager has been out to your facility twice already to help make sure things start off smoothly.

Loyalty discount. As a fleet with all Kenworth products, price discounts can be negotiated on items you stock.

Relationships: developing a relationship with one brand and the personnel with in that company builds confidence in knowing that we are looking out for your best interest.

Our sales staff is here to help make sure that the product you receive will meet your needs and all existing bridge laws and compliance with DOT.

Kenworth's diverse product line of trucks will handle any possible need you have. We truly are your one stop shop for any truck application needs.

Parts: we will send out our parts sales professional to help with a recommended stocking list to minimize parts that will sit on your shelf. At that time also our service manager will be on site to confirm that you are up to date on all current systems that give you access to the online parts and service.

The Kenworth product line is considered "The World's Best" The Kenworth product line is designed to give you extended life of your product, so replacing trucks in your fleet can now be done 3 to 5 years later, or more, saving time and money on the replacement end.

Kenworth product also has the best resale value of any truck on the market today. That speaks volumes for the quality and life expectancy of the product.

You can be assured of competitive pricing as we want to keep you in the Kenworth product line.

Pape Kenworth Alaska has facilities in Washington and Alaska. Our Washington facilities are a great resource to help facilitate the delivery of your vehicles to the barge lines in Seattle

I have included the brochures for the many different Kenworth truck models. You will see that we make a truck for every application.

Our goal is to help you run the most efficient fleet possible, with the least amount of down time. And by having one brand truck in your fleet, this will optimize your work time, save money on parts, and a service and parts department that is the best in the industry and is working for you.

Thank you

A handwritten signature in black ink, reading "Keith Skalsky". The signature is fluid and cursive, with the first name "Keith" and last name "Skalsky" clearly distinguishable.

Keith Skalsky

Territory Manager



T440/T470



KENWORTH.
The World's Best.





KENWORTH
THE WORLD'S BEST.

T440/T470



VERSATILE

PRODUCTIVE

EFFICIENT

MAKING DELIVERIES OR WORKING CONSTRUCTION, GET HEAVY-DUTY PERFORMANCE FOR MEDIUM-DUTY APPLICATIONS

When “medium duty” just doesn’t seem heavy duty enough for the job you have in mind, turn to a Kenworth T440 or T470. Serious workhorse solutions for more demanding regional haul, pickup and delivery, municipal and vocational applications, these vehicles far outpace other trucks in this category. Each is available in a straight truck or tractor in GVW ratings from 33,000 lbs to 68,000 lbs.

RELIABLE

The T440 features modern aerodynamic styling, excellent visibility and maneuverability, superior ergonomics, and a fuel efficient powertrain – all, in a robust chassis design meant to deliver a lot more value over the long haul.

The versatile new Kenworth T470 merges just the right mix of brain and brawn to forge a whole new class at the heavy end of what is usually termed “medium duty.” With full parent rail extensions providing maximum resistance to bending moment (RBM) from one end of the rail to the other, the T470 supplies a solid and durable mounting platform for hydraulic pumps, winches, front stabilizers and snow plows.

MANEUVERABLE



TOUGH ON THE JOB, EASY ON THE DRIVER

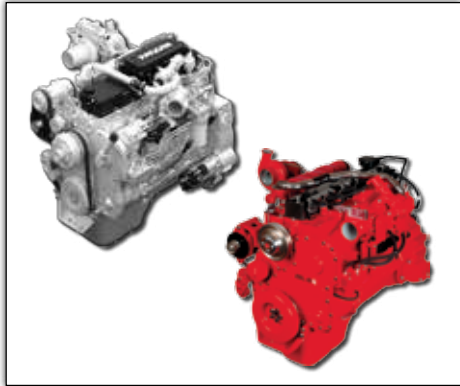
Kenworth's legendary conventional cab – a strong and quiet environment unmatched in the industry for its craftsmanship, longevity and comfort – is part of the package. A low step-in height, fully-trimmed -- doghouse-free -- interior, advanced heating and cooling system and state-of-the-art control all combine to enhance productivity and reduce fatigue. No matter how many trucks you own, here is the reason your drivers will line up for the keys to the Kenworth.



The easy-to-clean, durable and spacious interior features wide-open visibility, first-class seating in configurations to match your requirements and plenty of storage. It incorporates the same highly reliable and ergonomic multiplexed dash available in Kenworth's Class 8 product line. The popular Driver Information Center, standard on the T440 and T470, enables your operator to optimize vehicle performance like never before. Shown here with Kenworth's optional Nav+ HD business tool incorporating truck route navigation, vehicle monitoring, Bluetooth, diagnostics, SiriusXM Satellite Radio®, MP3 player, camera with multiple input options, virtual gauges and much more.

OF COURSE YOU HAVE CHOICES. THIS IS YOUR KENWORTH.

As a custom truck builder, Kenworth offers more job-specific and factory-installed options than any other manufacturer of heavy and medium-duty vehicles. The result is an integrated, fully-engineered, job-ready solution you can depend on -- right from the start. Here are just a few of the choices you might consider when you order yours -- including some exclusive items you simply can't get anywhere else.



To meet your specific job requirement, you have the rugged PACCAR PX-9 engine rated up to 380 HP and 1,250 lb-ft of torque or the Cummins ISL-G at 320 HP and 1,000 lb-ft of torque.



Kenworth's T470 grille is made of stamped stainless steel -- not plastic or pot metal. It's mounted to the radiator allowing the hood to swing clear of front mounted equipment. The bumper is constructed of three pieces for fast, economical installation of winches, PTOs and other front-end equipment.



When the schedule requires a layover, Kenworth's 38-inch AeroCab® sleeper provides a welcome sanctuary and the kind of versatility that keeps your operation on the move.



DEF tanks in three sizes complement your choice of fuel tank size and provide fill interval options appropriate for your application. Fuel tanks in 22" and 24.5" range in size from 56 to 150 gallons. Polished aluminum fuel tanks and polished stainless steel DEF tank covers are also available.



Cab corner and back windows greatly enhance visibility in tight places.



Heavy-duty crossmembers and 3-hole gussets strengthen the backbone of the T440 and T470, preparing it for the pounding your job dishes out. They can be replaced in less than 10 minutes with no special tools.



An advanced forward lighting system provides up to 30% more down-road coverage than conventional sealed beam designs. Choose the standard halogen or optional HID Xenon lamps.



For those applications where frame space is at a premium and body installation requires a clear back of cab, the optional 6.9 gallon DEF tank is conveniently located under the rear corner of the cab.

T440 AND T470 COMMON SPECIFICATIONS - GVW 33,000 TO 68,000 LBS.

Engine

- PACCAR PX-9 Engine, 260 HP, 720 lb-ft of Torque
- PACCAR PX-9 Engines up to 380 HP
- Cummins ISL-G Natural Gas Powered Engines up to 300 HP
- Fire Truck Ratings Available up to 400 HP
- CARB Emission Reduction Feature Available

Starting & Charging

- Electrical System with Centralized Power Distribution Incorporating Plug-In Style Relays & Circuit Protection for Serviceability
- 160 Amp Bosch Alternator
- 130 and 320 Amp Alternator Options
- PACCAR 12 Volt Starter
- Two PACCAR Dual Purpose Batteries
- 3 Dual purpose, 2 Starting and 2 or 3 Deep Cycle Optima Batteries

Exhaust Options

- DPF & SCR RH Under with Vertical Tailpipe RH Side of Cab
- DPF & SCR RH Under with Vertical Tailpipe RH Back of Cab
- Vertical Independent SCR/DPF RH/LH Back of Cab
- Vertical Independent Muffler RH Back of Cab (ISL-G Only)
- Horizontal Catalyst/Horizontal Tailpipe (ISL-G Only)

Transmission

- Eaton Fuller FS6406A 6-Speed
- Clutch - Eaton Fuller
- 6, 9, 10, 11 and 13 Speed Eaton Fuller Transmissions
- Eaton Ultra Shift Plus Transmissions
- Allison Automatic 5 and 6 Speed HS, RDS and EVS

Frame / Axle / Suspension / Brakes

- Frame - 10 5/8" x 3 1/2" x 5/16" Steel - 120,000 psi - Heat Treated
- Frame - 10 3/4" x 3 1/2" x 3/8", 10 11/16" x 3 1/2" x 1/2", 11 5/8" x 3 1/2" x 3/8"
- Full Frame Insert for 10 5/8", 10 3/4" and 11 5/8"
- Partial Inserts for 10 5/8", 10 3/4" and 11 5/8"
- Front Axles - Meritor, 12,500 lb.
- Front Axles - Dana Spicer, 12,000 to 22,000 lb.
- Front Axles - Meritor, 12,500 to 20,000 lb.
- Front Springs - Taperleaf w/Shocks, 12,000 lb.
- Front Springs - Taperleaf w/Shocks, 13,200 to 22,000 lb.
- Single Rear Axle - Dana Spicer, 21,000 lb.
- Single Rear Axles - Dana Spicer, 22,000 to 30,000 lb.
- Dual Rear Axles - Dana and Meritor from 40,000 to 46,000 lb.
- Rear Suspension - Reyco 21,000 lb.
- Rear Suspension - 23,000 to 46,000 lb. - Kenworth, Reyco, Hendrickson, Neway & Chalmers
- Single Pusher Axle
- Single Tag Axle
- ABS System - Bendix

Wheels / Tires

- Wheels - Steel 22.5"
- Aluminum 22.5" & 24.5"
- Alcoa Dura-Bright, LVL One and Ultra One Aluminum Wheels**
- Tires - Bridgestone
- Up to 425 Series

Fuel / DEF Tanks

- Aluminum - 56 Gallon, 22" Round Aluminum
- Round Aluminum 22" and 24.5" from 75 to 150 gallons
- DEF Tanks - Small, Medium, Large and Clear BOC

Battery Boxes / Bumpers

- Aluminum & Steel Battery Box with Aluminum Diamond Plate Cover
- In Cab Battery Box Under Passenger Seat

Cab / Hood / Interior

- Cab - Aluminum and Composite
- Extended Day Cab
- 38" AeroCab FlatTop Sleeper
- Cab Air Suspension
- Interior - Smooth Gray Vinyl with Black Dash Trim
- Power Door Locks
- Passenger-side Electric Window
- Kenworth Air Cushion High Back Driver Seat
- Kenworth Intermediate and High Back, Air and Toolbox Rider Seats
- 2-Person Bench Seat
- Sears Driver and Rider Seats
- Rear Cab Corner Windows
- Kenworth Multifunction Driver Information Center
- 9 Gauge Instrumentation
- 7.5" x 5" Body Builder Instrument Panel
- 4 Additional Gauge Locations
- Workstation Between Seats
- Halogen Projector Headlamps
- Xenon Headlamps
- Kenworth Nav+ HD

Special Equipment & Options

- Aerodynamic Heated Mirrors
- Heavy Duty Crossmembers
- Factory Installed PTO's
- Quiet Cab® Package
- Switch & Wiring for Customer Installed Fog Lights & Floodlights
- Left & Right Cab Mounted Halogen Spotlights
- Single and Dual Beacon Lights
- Factory Installed BOC Floodlights
- Daytime Running Lights
- Multi-function Engine Connector for Body Builder Interface
- Bodybuilder Harness

- Adjustable Telescoping Tilt Steering Column
- Remote Keyless Entry
- Bumper Delete
- NFPA Compliance Options

T440 SPECIFIC OPTIONS

Frame / Axle / Suspension / Brakes

- 49.4" Bumper Setting

Bumpers

- Bumper - Steel Channel - Chrome
- Bumper - 3-Piece Aerodynamic
- Bumper - Tapered Steel Channel - Painted

Cab / Hood / Interior

- Hood - Sloped Aerodynamic

T470 SPECIFIC OPTIONS

Engine Equipment

- Front Engine PTO Adaptor

Frame / Axle / Suspension / Brakes

- 50.5" Bumper Setting
- 73" Extended Bumper Setting

Bumpers

- Bumper - Tapered Aluminum Channel - Natural Finish
- Bumper - 3-Piece Offset Aluminum or Steel
- Bumper - Tapered Chrome Steel Channel

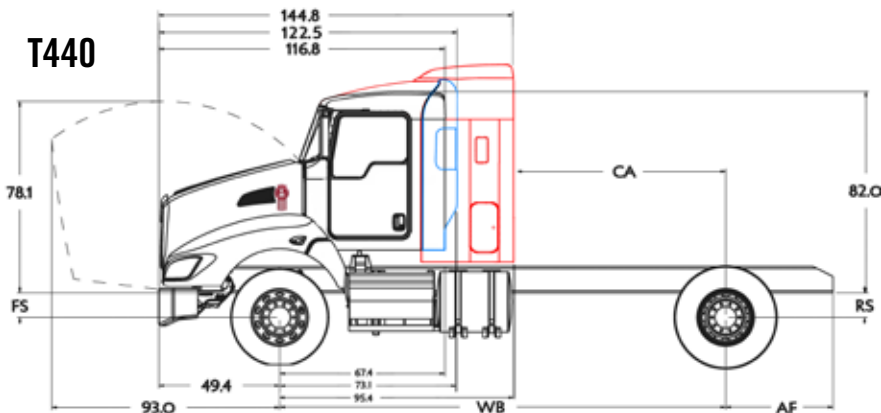
Cab / Hood / Interior

- Hood - Sloped with Fixed Grille

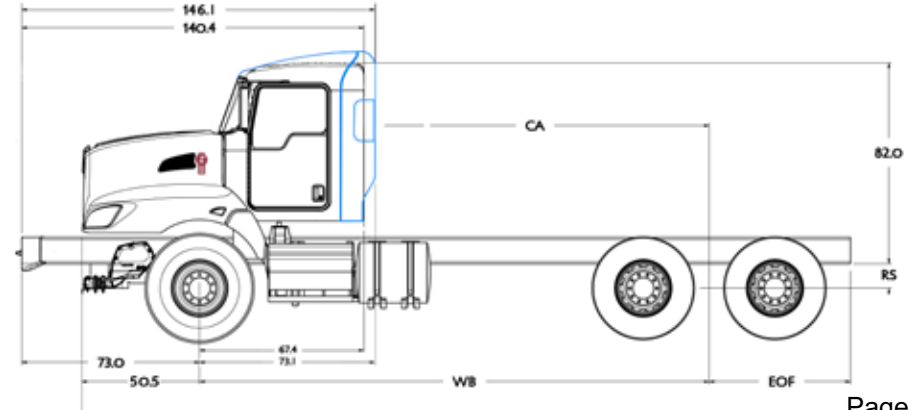
Special Equipment & Options

- Rear Engine Power Take Off (REPTO)
- Front Engine Power Take Off (FEPTO)

T440



T470



HEAVY-DUTY SUPPORT WHENEVER - AND WHEREVER - YOU NEED IT

The reliability and moneymaking potential of your business relies on the dependability of your support system – another great reason to invest in a Kenworth.



The minute you take delivery of your Kenworth, you gain 24/7 access to one of the most extensive and reliable parts and service organizations in the trucking industry. People dedicated to helping you maximize uptime, optimize truck performance and profit from your investment. When your truck needs attention – no matter the make or model – PremierCare ExpressLane guarantees a professional service assessment and an estimate of the time and cost of repair within two hours. When you want to know your options. Now.



Perhaps you'd prefer to focus your attention and resources on your core business, save interest expense and improve cash flow. PacLease offers a number of truck rental and leasing programs that can be tailored to fit your operating requirements precisely. www.paclease.com

Start with a lender who understands your business. PACCAR Financial has served owner-operators and fleets for nearly 50 years, matching individual requirements with customized financing packages at attractive and competitive rates. Financing has never been this easy. www.paccarfinancial.com



A PACCAR COMPANY

KENWORTH TRUCK COMPANY
P.O. Box 1000
Kirkland, Washington 98083-1000
(425) 828-5000

CANADIAN KENWORTH COMPANY
6711 Mississauga Road N.
Mississauga, Ontario L5N 4J8
(905) 858-7000



Note: Equipment and specifications shown in this brochure are subject to change without notice. Consult with your Kenworth dealer at time of ordering for standard and optional equipment.

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** Dura-Bright, LVL One and Ultra One are registered trademarks of Alcoa Inc.

T440T470/15

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City of Bethel Action Memorandum

Action memorandum No.	19-56		
Date action introduced:	August 27, 2019	Introduced by:	William F. Howell, Acting City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Direct Administration to investigate, and if possible, negotiate a contract with Mr. Byungsun Park for use of the City's "laundromat" building and bring it to Council for approval prior to December 15, 2019.

Attachment(s): (1) Letter from Byungsun Park expressing his interest in potential use of the City's laundromat building as a renovated laundromat.

Amount of fiscal impact:		Account information:
X	No fiscal impact at this time.	NA
	Funds in City FY 2020 Budget.	

Summary Statement

Bethel City Council approved Ordinance #19-09 on May 28, 2019 to demolish the building known as the laundromat, located at 832 Ridgecrest Drive pursuant to BMC 4.08.030 (A). The demolition is slated for January or February of 2020, after the ground freezes sufficiently so that heavy equipment can access the property and remove the demolished materials.

Byungsun Park submitted a letter to the City Manager dated August 2019 in which he expressed interest in potentially leasing the City Laundromat building for use as a laundromat. He estimates that it would cost him \$60,000 to remodel it and make the building useable. Mr. Park said he has expertise as a washer/dryer service technician and has the money to invest in this business venture.

See letter from Mr. Park attached.

August 2019

City of Bethel
P.O. Box 1717
Bethel, Ak. 99559
Attn: City Manager

RE: Old Laundromat

Dear Manager Howell:

I have been wanting to open a laundromat in Bethel for some time now. I noticed that the old laundromat had fire damage and I had inspected it about three years ago. I estimate that it would cost about \$60,000 to remodel it to where it is usable. I would hire a general contractor to help me remodel it.

I am interested in leasing the building with either a five or ten year renewable and assignable lease. I estimate that it would take about six months for me to remodel it once I started which would be in the springtime. It would take about nine months to get the building and laundromat operational. During the time I request that if the City were to lease it to me that the lease payments would be minimal for nine months to a year and then thereafter a reasonable lease. Since I would be repairing and remodeling the building, I would ask that the City consider my costs and labor in coming up with a fair lease payment.

Bethel has only one laundromat, at this time and it only has a few washers and dryers operable. The citizens of Bethel need a laundromat with possibly up to 24 washers and dryers and one dry cleaning machine. I am a certified washer/dryer and dry-cleaning service technician and it is my specialty. I have the funds available to do the repairs and remodeling of the building. Your consideration and the council's consideration are appreciated.

Respectfully Submitted,



Byungsun Park
P.O. Box 3351
Bethel, Ak. 99559
(907)545-0900

Introduced by: Acting City Manager Howell
Introduction Date: May 14, 2019
Public Hearing Date: May 28, 2019
Action: Passed
Vote: 6-0

CITY OF BETHEL, ALASKA

Ordinance #19-09

AN ORDINANCE AUTHORIZING THE DISPOSAL OF PROPERTY BY MEANS OF DEMOLITION OF THE BUILDING FORMERLY KNOWN AS THE LAUNDROMAT, LOCATED AT 832 RIDGECREST DRIVE PURSUANT TO BMC 4.08.030(A)

WHEREAS, the City of Bethel owns a parcel of land situated partially within the abandoned TACAN site, within the Northeast ¼ Section 8, Township, 8 North, Range 71, West Seward Meridian, Bethel Recording District, Alaska more specifically described as:

Basis for Bearings for this description is the Bethel Plane Coordinate System, 1998.

Commencing for reference at an aluminum cap monument in a cast iron monument case in the center of Ridgcrest Drive, at P.T. Station 76+11.89, as shown on sheet 6 of 8, Plat No. 98-25, Bethel Recording District, thence North 6 degrees 00' 16" East, 408.60 feet measured with a record hearing and distance from Plat 98-25 of North 5 degrees 59' 18" East, 408.74 feet, to an aluminum cap monument in a cast iron monument case in the center of Ridgcrest Drive, at P.C. Station 80+ 20.63, thence along a tie line, North 21 degrees 49' 12" East 66.77 feet to Corner One (1) of the Washeteria Parcel, located on the Eastern right-of-way line of the Ridgcrest Drive and True Point of Beginning of this description. From Corner One (1), the point of beginning, North 16 degrees 01' 45" West along the Eastern right-of-way line of Ridgcrest Drive, 127.61 feet to corner 2; thence leaving the right of way line, South 88 degrees 04' 30" East, 148.27 feet to Corner Three (3); thence South 1 degree 55' 30" West, 121.40 feet to Corner 4; thence North 88 degrees 04' 30" West, 108.93 feet to Corner One (1), the point of beginning. This parcel contains an area of 15, 612 square feet, equivalent to 0.358 acres'

WHEREAS, in August of 2000 through Ordinance 00-05, the City sold a 75' by 35' building commonly known as the laundromat to Circle A Enterprises and entered into a Land Lease Agreement with Circle A Enterprises for a term ending 2020;

WHEREAS, due to a fire in the building, the City released Circle A Enterprises from the Lease prior to 2020;

WHEREAS, Circle A Enterprises sold the building to Sam Chung who was to take over the lease payments on the land, however there was no formal lease agreement recorded with the City;

WHEREAS, in 2014 the City issued a Notice to Quit for nonpayment requiring the tenant to either vacate the Premises or bring the rents current in order to avoid eviction proceedings;

WHEREAS, having failed to satisfy the requirements of the Notice to Quit, the City filed a Forcible Entry and Detainer action in the Bethel Superior Court which resulted in an award to the City for back rents owed and an Order to the tenant to remove the building within 30 days or else forfeit the building;

WHEREAS, in 2015, through Ordinance 15-07, the City reestablished acquisition of the 75' by 35' building located on the property as the owner of the building did not comply with the order for the building removal;

WHEREAS, Ordinance 15-09, authorized the City Administration to pursue the sale of the building to the highest bidder provided the bidder removed the building from the property within 60 days of award of the sale, no offers were received in this attempt;

WHEREAS, the site is located near an incredibly busy intersection frequented by water and sewer trucks along with citizens attempting to access the water pump station making it a difficult location for most industries as there is very limited parking and ingress and egress concerns;

WHEREAS, the Public Works Department has struggled to maintain security of the building since due to its old age and state of disrepair, the building appears easy to breach and in fact has been breached on several occasions;

WHEREAS, the building would require significant improvement to bring it up to a usable state and the City does not have the financial means to invest in the building improvements, especially for a building it does not need;

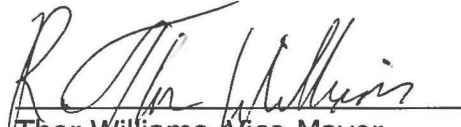
NOW, BE IT ORDAINED, the City Council authorizes Administration to dispose of the 75' by 35' building located at 832 Ridgcrest Drive by means of demolition.

SECTION 1. Classification. This ordinance is of a general nature and shall not become a part of the Bethel Municipal Code.

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.030(A) Property No Longer Necessary for Municipal Purposes.

Introduced by: Acting City Manager Howell
Introduction Date: May 14, 2019
Public Hearing Date: May 28, 2019
Action: Passed
Vote: 6-0

**ENACTED THIS 28 DAY OF MAY 2019, BY A VOTE OF 6 IN FAVOR AND 0
OPPOSED.**


Thor Williams, Vice-Mayor

ATTEST:


Lori Strickler, City Clerk

Native Village of Kwinhagak
Quinhagak I.R.A. Council
P.O. Box 149
Quinhagak, Alaska 99655
(907) 556-8165 Fax: 556-8166



City of Quinhagak
City Council
P.O. Box 90
Quinhagak, Alaska 99655
(907) 556-8615 Fax: 556-8540

Fax

To: City of Bethel From: Darren Cleveland
Fax: 907-543-1394 Pages: 5
Phone: _____ Date: Aug 8, 19
Re: _____ CC: _____

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply

TO: City Council members,
Please accept our resolution for your review
and consideration on future decisions regarding
Marijuana store & transfer of the Pgvon
License.

Darren Cleveland
President.



Native Village of Kwinhagak

**Quinhagak I.R.A. Council
Quinhagak, Alaska 99655
(907) 556-8165
Fax 556-8166**

RESOLUTION 19-8-22

A RESOLUTION OPPOSING THE TRANSFER OF AN ALCOHOL LICENSE TO ALASKA COMMERCIAL COMPANY AND OPERATION OF ANOTHER LIQUOR STORE IN BETHEL, AK

WHEREAS: The Native Village of Kwinhagak (NVK) is a federally recognized Tribe organized pursuant to the Indian Reorganization Act of June 12, 1934, as amended by the acts of June 15, 1935 and May 1, 1936; and

WHEREAS: NVK IRA Council is a seven-member council which is fully authorized to act for and on behalf of its tribal members arising under the Self-Determination act of 1975, P.L. 93-638 as amended, 25 U.S.C Et. Seq; and

WHEREAS: NVK's mission is to Have Better Life and Greater Security for its tribal membership; and

WHEREAS: NVK strongly opposes the transfer of an alcohol sales license to Alaska Commercial Company because of their intent to open and operate another liquor store in Bethel, AK, because the one in existence is already causing escalated hardship; and

WHEREAS: NVK has observed the devastation and heartbreaking tragedy that alcohol imposes to its users and their families, which usually carries down from generation to generation, in many cases putting an unsustainable strain on our health and law enforcement providers; and

WHEREAS: Those that have fallen victim to this cycle and have become addicted to alcohol have forced some to move from away from the security of their families and homes, only to become homeless in towns and cities that allow the sale and wide use of alcohol.

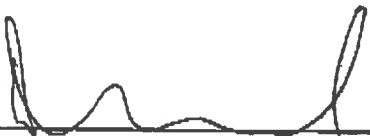
NOW THEREFORE BE IT RESOLVED that the Native Village of Kwinhagak hereby opposes the transfer of an alcohol sales permit / license to Alaska Commercial Company in Bethel, AK, to try and alleviate the growing problems that the current liquor store makes easily available.



CERTIFICATION

Adopted at a duly convened meeting of the Native Village of Kwinhagak's I.R.A.
Council at which a quorum was established on August 6, 2019 by a vote of 7 in favor,
0 opposed, 0 abstained, and 0 absent.

SIGNED:


Darren Cleveland, President

ATTEST:


Grace Mark, Secretary



Native Village of Kwinhagak

**Quinhagak I.R.A. Council
Quinhagak, Alaska 99655
(907) 556-8165
Fax 556-8166**

RESOLUTION 19-8-21

A RESOLUTION OPPOSING THE OPENING AND OPERATION OF A MARIJUANA STORE OR DISPENSARY IN BETHEL, AK

WHEREAS: The Native Village of Kwinhagak (NVK) is a federally recognized Tribe organized pursuant to the Indian Reorganization Act of June 12, 1934, as amended by the acts of June 15, 1935 and May 1, 1936; and

WHEREAS: NVK IRA Council is a seven-member council which is fully authorized to act for and on behalf of its tribal members arising under the Self-Determination act of 1975, P.L. 93-638 as amended, 25 U.S.C Et. Seq; and

WHEREAS: NVK's Mission is to Have Better Life and Security for its membership; and

WHEREAS: It is clearly evident that the opening of the liquor store in Bethel has increased the emotional and physical pain and suffering throughout the YK Delta families, and the opening and operation of a marijuana store would be a source of additional pain and suffering with the increased availability and use of marijuana; and

WHEREAS: Quinhagak is in the Bethel Census Area, and NVK recognizes the financial distress this marijuana store would cause where families have the lowest per capita income levels in the state, and NVK foresees the financial distress this marijuana store would cause for many families that are already on a low fixed income; and

WHEREAS: Marijuana is widely thought to have milder affects for the users, when it has indirect harmful effects on family members and especially children, by taking away the security non-users would offer, affecting their mental and physical state and well-being in their daily lives.

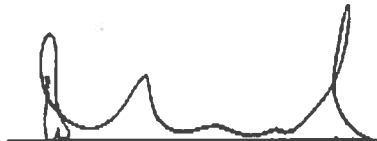
NOW THEREFORE BE IT RESOLVED that the Native Village of Kwinhagak hereby opposes any opening or operation of a marijuana store or dispensary in Bethel, AK as it will create increased financial hardship, further degrade the living conditions of families in our region, and take away the feeling of security that children need.



CERTIFICATION

Adopted at a duly convened meeting of the Native Village of Kwinhagak's I.R.A. Council at which a quorum was established on August 6, 2019 by a vote of 6 in favor, 1 opposed, 0 abstained, and 0 absent.

SIGNED:


Darren Cleveland, President

ATTEST:


Grace Mark, Secretary





**Alaska Conference of Mayors
Summer Meeting Agenda
August 13, 2019 ~ 12:00 – 5:00 p.m.
Soldotna Regional Sports Complex**

Tuesday, August 13, 2019

12:00 – 1:00 p.m. **Welcome and Introductions** (Lunch Included)
Welcome – Mayor **Jan Hill**, President, ACoM
Mayor **Brian Gabriel**, City of Kenai (*confirmed*)

1:00 – 4:00 p.m. **Discussion Items:**

- Budget Outcomes and Uncertainty
- State and Local Revenue Options
- School Funding

4:00 - 5:00 p.m. **Business Meeting:**

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Finance Report
- V. President's Report
- VI. New Business
- VII. Adjournment



Alaska Municipal League Summer Legislative Conference
Soldotna, Alaska ~ August 13-15, 2019
All meetings held at the Soldotna Regional Sports Complex

Tuesday, August 13, 2019 – Concurrent Affiliate Meetings

- | | |
|------------------------|---|
| 8:00 a.m. – 5:00 p.m. | Alaska Municipal Management Association Meeting (Breakfast & Lunch Included) |
| 12:00 p.m. – 5:00 p.m. | Alaska Conference of Mayors Meeting (Lunch Included) |

Wednesday, August 14, 2019 – AML Legislative Conference

- | | |
|-------------------------|--|
| 8:00 a.m. | Breakfast - Included |
| 8:30 a.m. – 8:45 a.m. | Welcome and Introductions – Tim Navarre , AML President <ul style="list-style-type: none">• Mayor Nels Anderson, City of Soldotna (<i>confirmed</i>)• Mayor Charlie Pierce, Kenai Peninsula Borough (<i>confirmed</i>) |
| 8:45 a.m. – 9:00 a.m. | Director's Update <ul style="list-style-type: none">• Nils Andreassen, AML Executive Director |
| 9:00 a.m. – 10:00 a.m. | Review of 2019 Legislative Session <ul style="list-style-type: none">• Sen. Peter Micciche, Alaska State Legislature (<i>invited</i>)• Sen. Gary Stevens, Alaska State Legislature (<i>tentative</i>)• Rep. Ben Carpenter, Alaska State Legislature (<i>invited</i>)• Rep. Gary Knopp, Alaska State Legislature (<i>confirmed</i>)• Rep. Sarah Vance, Alaska State Legislature(<i>invited</i>) |
| 10:00 a.m. – 10:15a.m. | Break |
| 10:15 a.m. – 11:55 a.m. | Legislative Issues Discussion – Bills Impacting Local Governments <ul style="list-style-type: none">• Dianne Blumer and Heather Brakes, AML Lobbyists |
| 12:00 p.m. – 1:00 p.m. | Lunch <ul style="list-style-type: none">• A Community Dividend – Nils Andreassen |
| | Silent Auction Open |

1:15 p.m. – 3:00 p.m.	Legislative Issues Discussion - continued • School Construction and Deferred Maintenance • Port and Harbor Capital Improvements • Community Assistance • Road and Rural Airport Maintenance • Law Enforcement and Community Jails • Senior Citizen Property Tax Exemption
3:00 p.m.	Break
3:15 p.m.	Sen. Lisa Murkowski , Chair, Energy & Natural Resources Committee (confirmed)
4:00 p.m.	Plenary Discussion of State and Federal Legislative Issues
5:00 p.m.	End of Day One - Silent Auction Closed
5:30 p.m. – 7:30 p.m.	City of Soldotna Reception • Presentation of Check to Boys and Girls Clubs of Kenai ○ Mayor Nels Anderson, City of Soldotna

Thursday, August 15, 2019 – AML Legislative Conference

8:00 a.m.	Breakfast - Included • Mayor Brian Gabriel, City of Kenai (<i>confirmed</i>)
8:30 a.m. – 9:30 a.m.	Filling the Gap • Diane Kaplan, President/CEO, Rasmuson Foundation (<i>confirmed</i>) • Laurie Wolf, President/CEO, Foraker Group (<i>confirmed</i>) • Dr. Lisa Parady, CEO, Alaska Council of School Administrators (<i>confirmed</i>) • Becky Hultberg, President/CEO, Alaska State Hospital and Nursing Home Association (<i>tentative</i>) • Ed Ulman, President/CEO, Alaska Public Media (<i>confirmed</i>)
9:30 a.m. – 10:00 a.m.	Break
10:00 a.m. – 11:00 a.m.	Working Toward Solutions, Together <i>Building the Partnerships Necessary for Success</i>
11:00 a.m. – 2:00 p.m.	AML Board of Directors Meeting (lunch included) • Strategic Plan – Revisited • Public Relations Strategy • Business Meeting ○ Health Association Plan ○ Online Sales Tax
2:00 p.m.	Soldotna Golf Tournament



CITY OF BETHEL
Managers Office

William F. Howell III
P.O. Box 1388, Bethel, Alaska 99559
Phone: (907)-543-2131
Fax: (907)-543-2702
Cell: (907) 545-4998
bhowell@cityofbethel.net

Celebrating 50 Years of Service

DATE: August 19, 2019
TO: Fred Watson, Mayor
FROM: Bill Howell, Acting City Manager
SUBJECT: City Manager's Report – August 20, 2019

Current Events

- A document signing event for the Avenues water bond will be held on August 28, 2019. Time and location to be announced soon.
- On August 14, Vice Mayor Williams and Administration attended a meeting with ONC to discuss a federally funded tribal justice and police system proposal in Bethel. An MOU with the City was given to the City attorney for review.
- On August 8, the planning department, DOWL and I conducted a review of the Blue Sky Subdivision project.
- On August 8, a meeting with DOWL, DEC and DHSS were held regarding City water quality and future planning.
- On August 8, I conducted a site visit of an oil spill in Trailer Court caused by the Fire Department. We are in the process of closing the spill with DEC.
- On August 20, the City's attorney Michael Gatti, approved two Joint purchasing companies as "Units of Government" for use by the City for purchasing.
- Administration, Fire and Finance are working on submitting the GEMT cost reports needed to begin collecting additional Medicaid reimbursements.

- On August 9, Admin and HR met over the phone with a prospective Police Chief applicant to answer general questions about the community and job posting.
- On August 15, Admin and Finance met with a local business regarding late sales taxes. The Finance Director is reviewing the matter.
- I received eight contacts/requests for assistance from citizens and businesses during the period July 16 - August 6, 2019.

Ongoing Business

- DOWL was hired to produce a structural condition report for the South floor (garage entry area) of the Public Works building. The floor was recently discovered to have significant rotting of the wood support members. Additional funds are needed for a full assessment of the City shop floor. DOWL is preparing a scope of work for this project.

A local contractor quoted the city \$100,000 for the repairs. A proposal for repair will be brought to the Council in the next few meetings. In the meantime, water and sewer trucks are being parked outside.

- Bethel Search and Rescue requested that the City donate slip space for two boats at the Small Boat Harbor. The Port Director identified two spaces and designated them for this purpose.
- A list of missing street signs was sent to the DOT and Road Maintenance for replacement. The City portion of these missing signs is in review and KYUK was hired for interpreting services to verify all Yup'ik spellings on the new signs prior to production.
- We are waiting for a draft of the Long Range Transportation Plan (LRTP) from DOWL. A scope of work for completion is being forwarded to Administration.
- A preliminary meeting was held with the Public Works Director to begin the planning and RFB process for the City Hall roof project. We are scheduling a meeting with DOWL to discuss the matter further.
- A Department Head meeting was held on August 8, 2019. The next Department Head meeting is scheduled for August 22, at 10 A.M.
- A meeting with Union leaders was held on August 13 and August 20, 2019. Topics discussed: funeral leave and upcoming negotiation schedule. A letter was sent to the union regarding funeral leave.

Schedule, Events and Programs

❖ Regularly Sponsored Discounts for pool admissions:

- Free Teen Night: Every Wednesday from 4-8pm the Drew Foundation Sponsors Free pool admissions for teens age 13-17.
- Half Price Saturdays: Every Saturday the Lifesavers Foundation sponsors half price pool admissions for all ages.
- Free Saturdays: The last Saturday of every month Angstman Law Offices Sponsors free pool admissions from 12pm-8pm for youth under the age of 12.

July

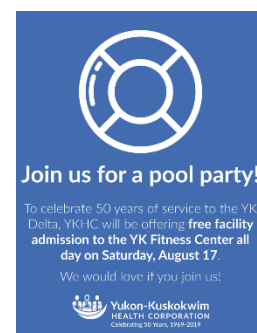
- ❖ July Group Fitness Classes Run July 1 – July 31
- ❖ The Fitness Center is open from 2-9pm on July 4th
- ❖ July/Aug Swim Lessons Run July 8th – Aug 11th, Registration opens June 24th
- ❖ Swim Instructor Training starts July 12th
- ❖ July Sport Club themes include Berries, Dog Mushing, Safety and more.

August

- ❖ August Group Fitness Runs August 1 – August 31
- ❖ Sports Club continues through August 14th
- ❖ YKHC Sponsoring Free facility admissions Saturday, Aug 17th to celebrate 50th anniversary
- ❖ Fall 1 Session of Swim Lessons and Instructional Classes will begin August 19th.

September

- ❖ September Group Fitness Runs Sept 1 – September 30
- ❖ The Fitness Center is Open from 2-9pm on Labor Day
 - YKDLifesavers Foundation is sponsoring half price admission all day.
- ❖ Lifeguard Training runs September 3rd – September 7th
- ❖ BRHS Swim Team is holding a Community Swim Meet September 14th from 1-3pm.
- ❖ Smart Fit Girls Starts September 16th
- ❖ Diabetes Prevention is holding their annual Zombie Run September 21st
- ❖ Early Bird PFD Sales Begin September 30th and run through October 4th. Details TBD



October

- ❖ PFD Sale Starts October 5th and runs through October 25th Details TBD
- ❖ October Group Fitness Classes run October 1st – October 31st
- ❖ Fall 1 Swim Lessons and Instructional Classes End October 14th
- ❖ Fall 2 Swim Lessons and Instructional Classes Start October 23rd.
- ❖ Halloween Membership Special October 31st Details TBD

November

- ❖ Annual Halloweenersary Event November 2nd
- ❖ 5th Anniversary Event Date TBD

Staffing

Operational Staff:

Now Hiring:

- Certified Lifeguards
 - visit ykfitness.org to view pre-requisites
- Operations Staff
 - Facility Attendants

✚ Now Hiring Certified LIFE GUARDS! ✚
 FREE Training At the YKFitness Center

September 3rd – 7th
1pm-8:30pm

Pre Course Test: completed on first day of class:

- ✓ Swim 300 yards of Freestyle and Breast Stroke without stopping
- ✓ Tread Water 2 mins with legs only
- ✓ Swim 20 yards, Retrieve 10lb brick, swim with both hands on brick 20 yards in 1:40.

Visit ykfitness.org to view a video of the pretest

To be eligible Candidates must:

- Be at least 15 years old,
- Pass pre-course testing,
- Attend all classes,
- Complete Red Cross Registration (\$40)

Email questions to stacey.reardon@hfit.com or call 543-0390
 Register online at ykfitness.org, at the YKFC desk or call 543-0390

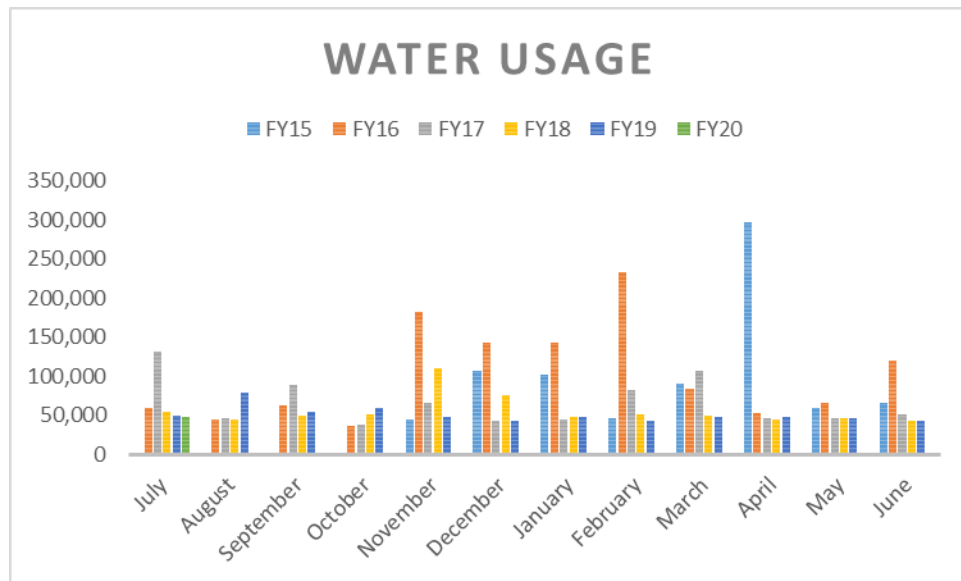
Get certified and get a job!

Programming Staff: We are looking for programming staff to fill the below roles:

- Swim Instructors
- Instructors for youth classes, particularly dance and tumbling
- Fitness Instructors and Certified Personal Trainers
- Instructors for any activity, craft or music patrons might be interested in learning.

Anyone interested in working at the YK Fitness Center can call 543-0390 or visit ykfitness.org for information and links to our applications.

Facility Maintenance



*Note: Facility opened in November of 2014 (FY15)

Facility Maintenance

Maintenance:

- Routine Maintenance Completed as Scheduled.
- Overhead fan in the pool was replaced and in good working order. Second fan has failed and is on order for replacement in August.
- Replaced malfunctioning door lock button on family locker room
- Frontier Fitness Technician replaced deck on treadmill # 1, replaced peeling handles on elliptical machines and provided service maintenance on all cardio equipment.
- Electrical work performed by City Contractor to replace damaged electrical wiring between fuel tank and building.

Previously reported maintenance still pending:

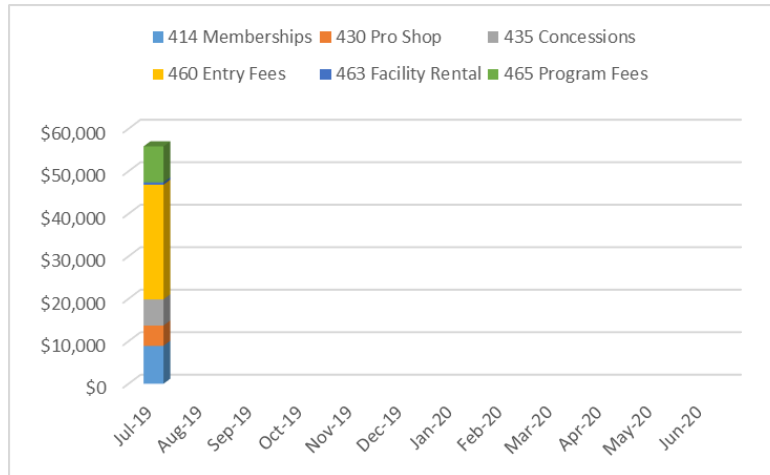
- Efforts were made to clean up a spill of Muriatic Acid in the facility connex. In the course of cleanup it was found that the spill was more extensive than initially thought and assistance was requested from the Fire Department. It was determined that additional protective equipment is needed to clean up the spill and the connex has been closed off pending procurement of the additional protective equipment.
- Main drain at bottom of pool – looking at replacement drain covers and processes for installation.
- Lamps for UV system are nearing the end of their use life and will need to be replaced. Due to the delicate and highly technical nature of the work it may be necessary to bring in a contractor. We are looking at options. Update August 2018: Two possible vendors for bulb replacement have been identified and quotes are being sought for parts and service.

Revenue

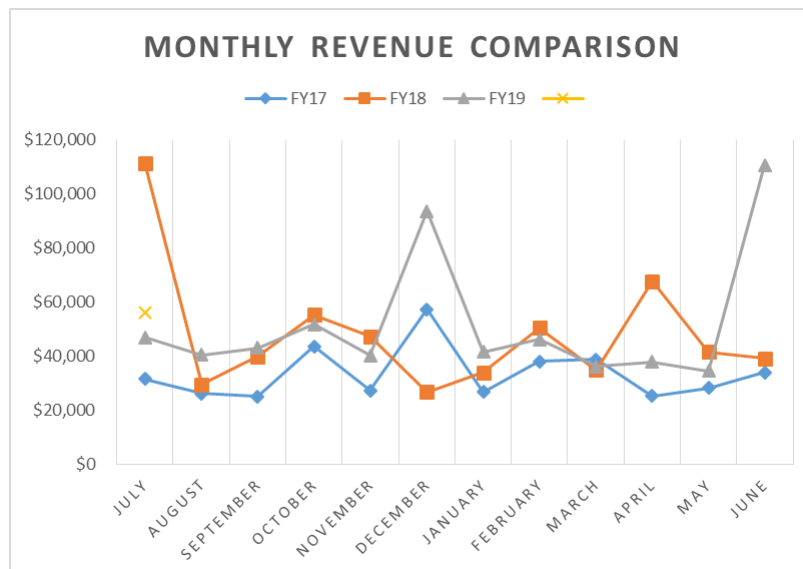
FY19 Revenue

Code	Facility Revenue	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Total	FY20 Budgeted	%attained
414	Memberships	\$8,919												\$8,919	\$394,655	2.26%
430	Pro Shop	\$4,772												\$4,772	\$44,100	10.82%
435	Concessions	\$6,173												\$6,173	\$64,900	9.51%
460	Entry Fees	\$26,964												\$26,964	\$115,730	23.30%
463	Facility Rental	\$576												\$576	\$42,075	1.37%
465	Program Fees	\$8,447												\$8,447	\$83,318	10.14%
Facility Revenue Total		\$55,851	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,851	\$744,778	7.50%

The below chart represents the portion of the total revenue that each revenue category represents.

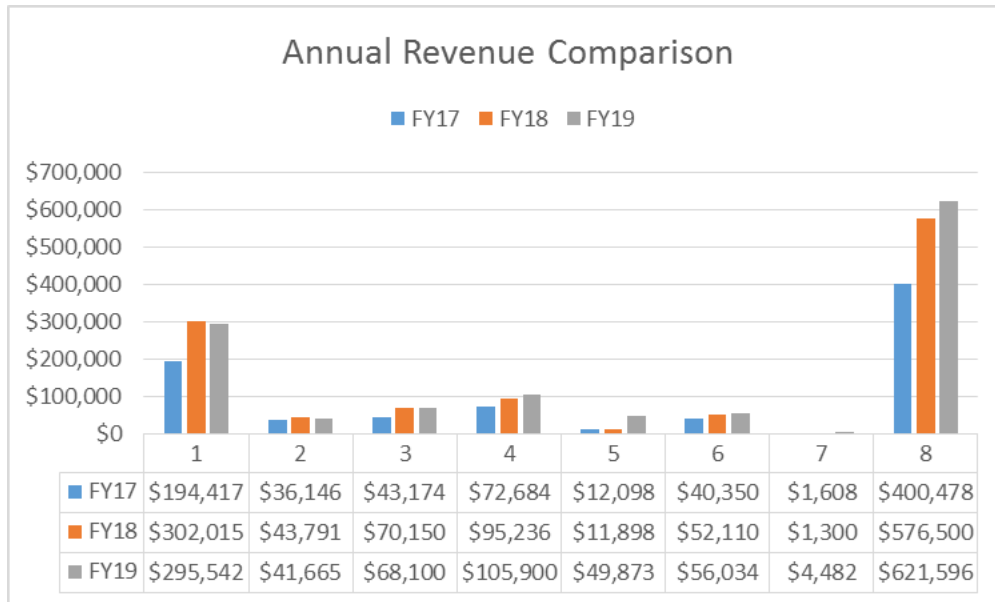


Revenue Comparisons: Monthly Totals



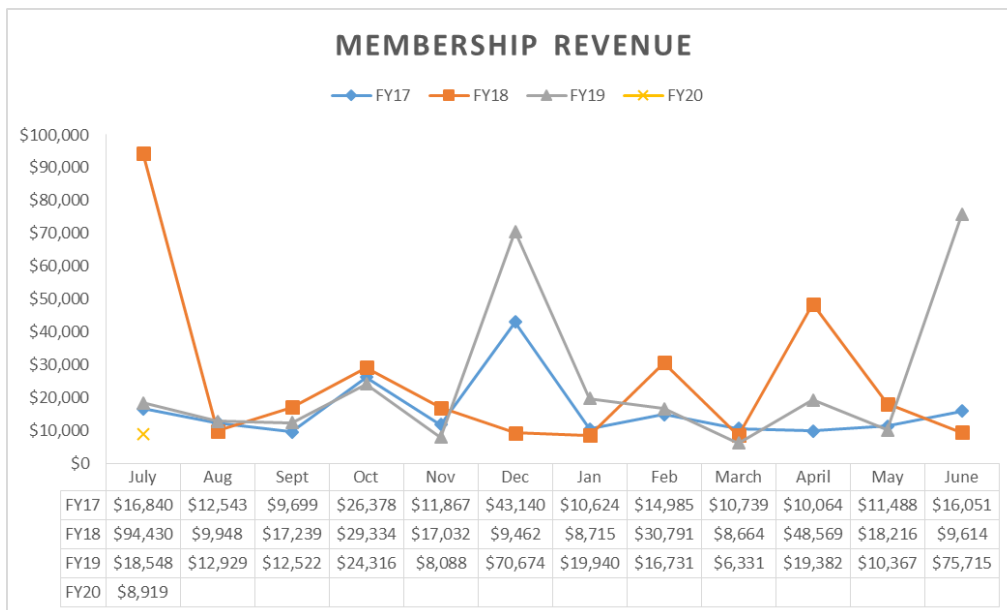
Monthly Revenue Totals	July	August	September	October	November	December	January	February	March	April	May	June	Total
FY17	\$31,433	\$26,142	\$24,867	\$43,503	\$27,134	\$57,131	\$26,567	\$37,829	\$38,636	\$25,144	\$28,177	\$33,913	\$400,478
FY18	\$111,356	\$29,355	\$39,850	\$55,131	\$47,120	\$26,685	\$33,914	\$50,253	\$34,808	\$67,517	\$41,521	\$38,990	\$576,500
FY19	\$46,885	\$40,381	\$42,874	\$51,662	\$40,147	\$93,557	\$41,445	\$45,990	\$36,116	\$37,691	\$34,317	\$110,530	\$621,596
FY20	\$55,851												\$55,851

Revenue Comparisons: Annual; Totals and by Category

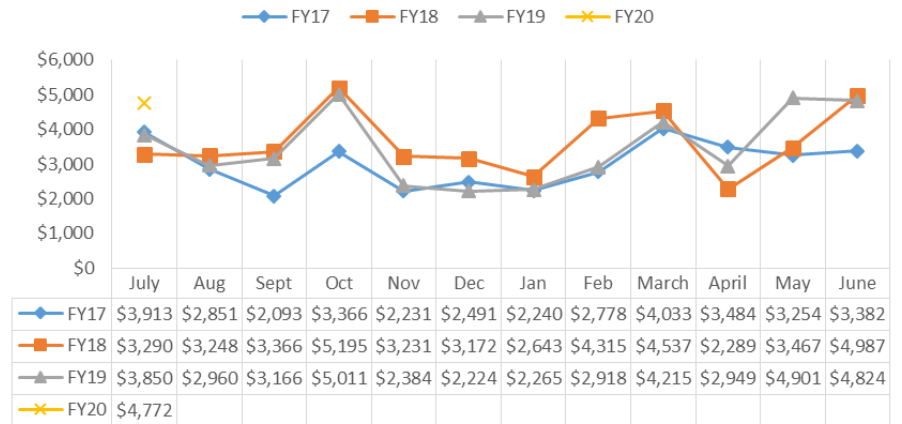


Category	Facility Revenue
1	Memberships
2	Pro Shop
3	Concessions
4	Entry Fees
5	Facility Rental
6	Program Fees
7	Miscellaneous
8	Total

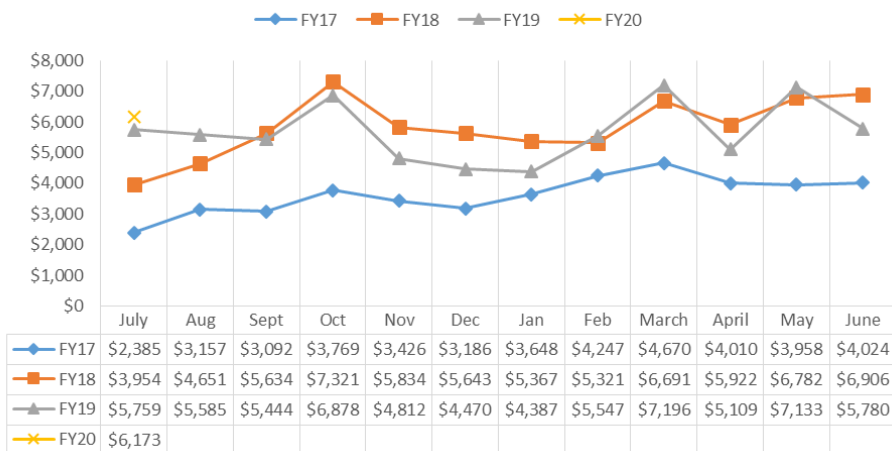
Revenue Comparisons: Monthly Categories



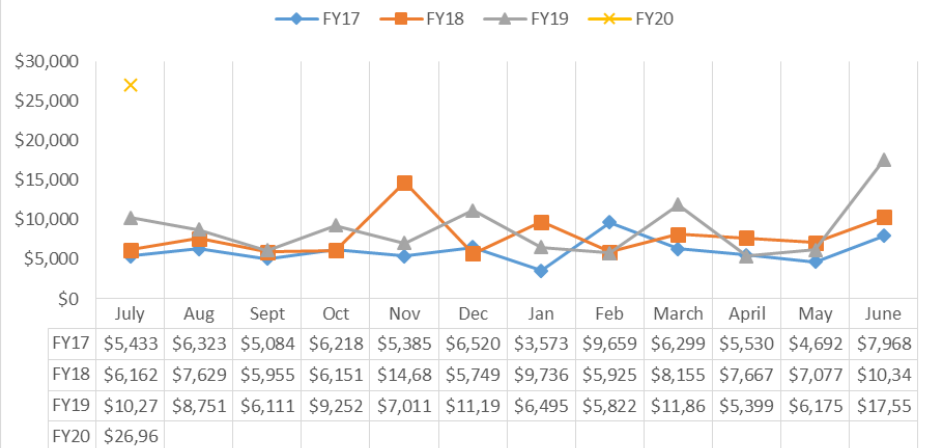
PRO SHOP REVENUE



CONCESSIONS REVENUE



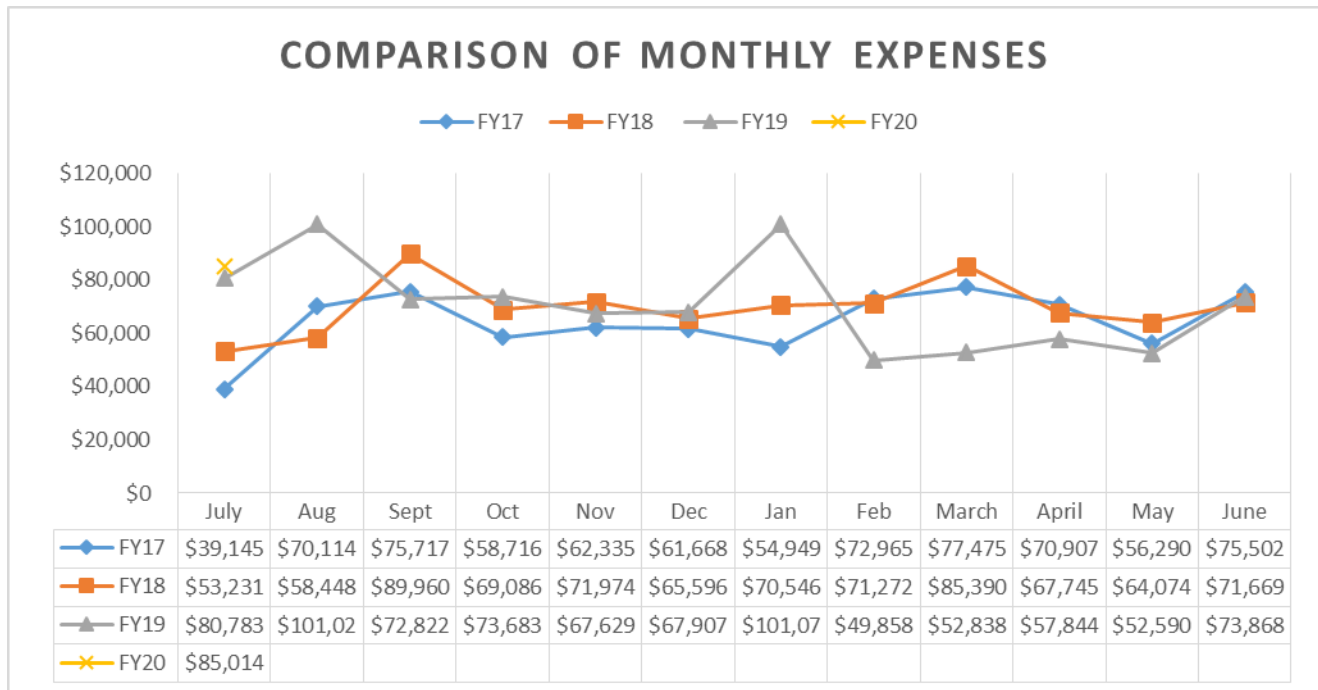
DAILY ENTRY FEES



FY19 Expenses

Expenses	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Total	Budgeted	% used	remaining
Wages	\$54,419												\$54,419	\$665,682	8.17%	\$611,262
Benefits	\$12,492												\$12,492	\$146,058	8.55%	\$133,566
520 Housing	\$3,090												\$3,090	\$37,080	8.33%	\$33,990
545 Travel/Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	0.00%	\$3,000
561 Supplies	\$11,321	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,321	\$100,605	11.25%	\$89,284
580 Boiler	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000	0.00%	\$6,000
661 Vehicle Maintenance/Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250	0.00%	\$250
663 Janitorial Supplies/Services	\$1,101	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,101	\$20,400	5.40%	\$19,299
668 Software Licenses	\$1,172	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,172	\$7,560	15.51%	\$6,388
669 Other Purchased Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,160	0.00%	\$25,160
683 Minor Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,000	0.00%	\$21,000
684 Donations and Awards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500	0.00%	\$500
724 Dues/Subscriptions	\$179	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$179	\$2,000	8.95%	\$1,821
727 Advertising	\$98	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$98	\$8,000	1.23%	\$7,902
733 Postage	\$1,015	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,015	\$200	507.62%	-\$815
736 Bank Charges	\$80	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80	\$14,645	0.55%	\$14,565
790 Allowance for Special Events	\$45	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45	\$800	5.62%	\$755
799 Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,125	0.00%	\$10,125
TOTAL	\$85,014	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,014	\$1,069,064	7.95%	\$984,051

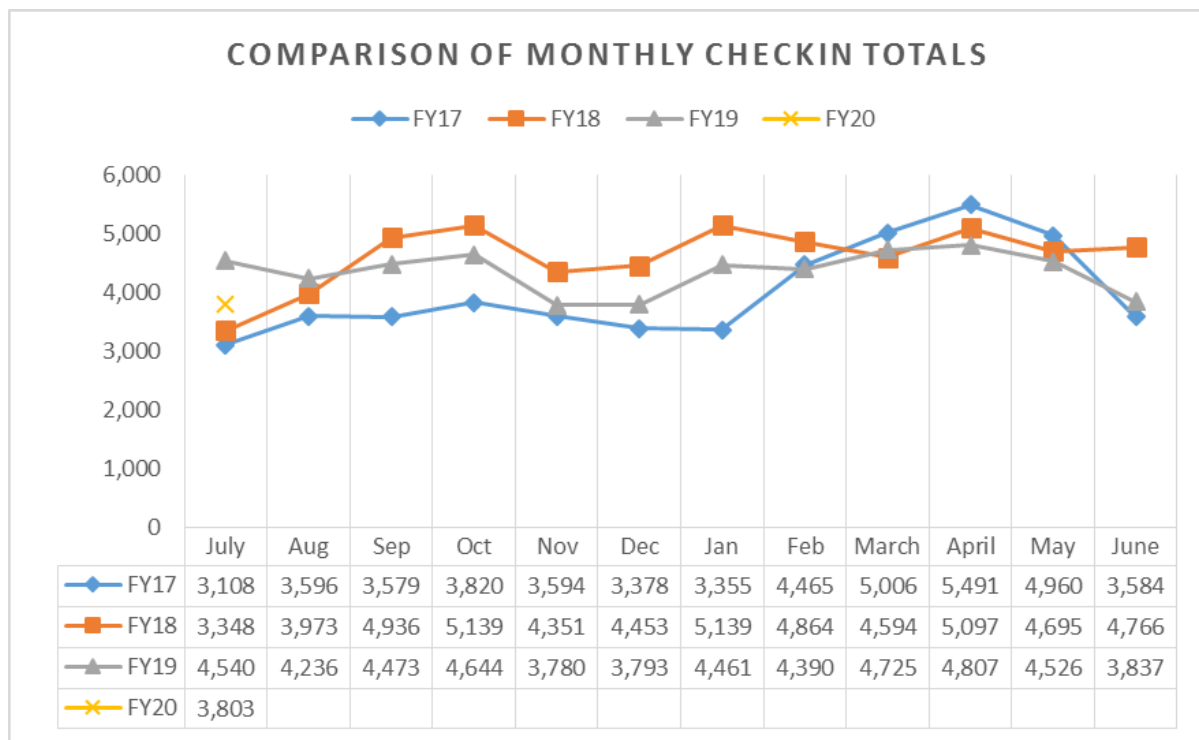
Comparison of Monthly Expenses



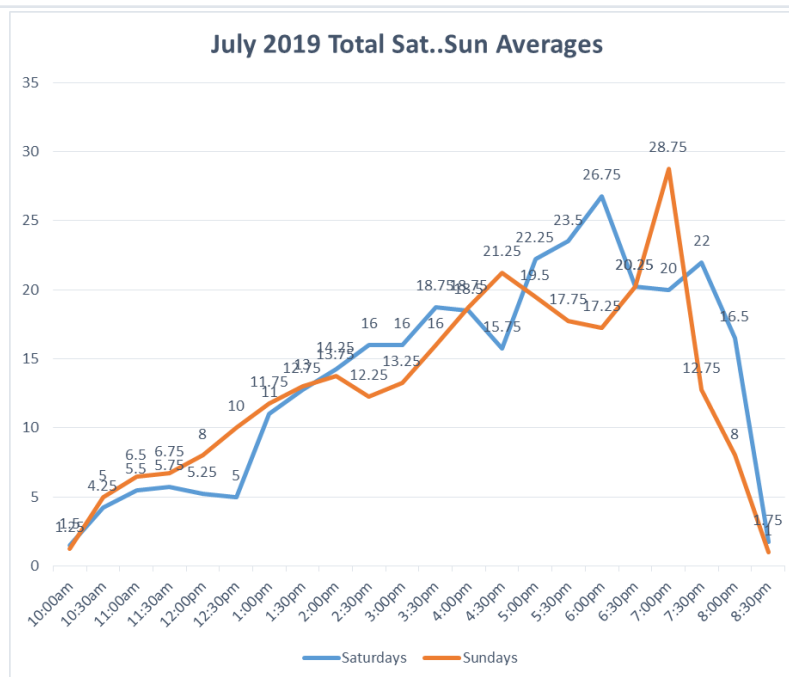
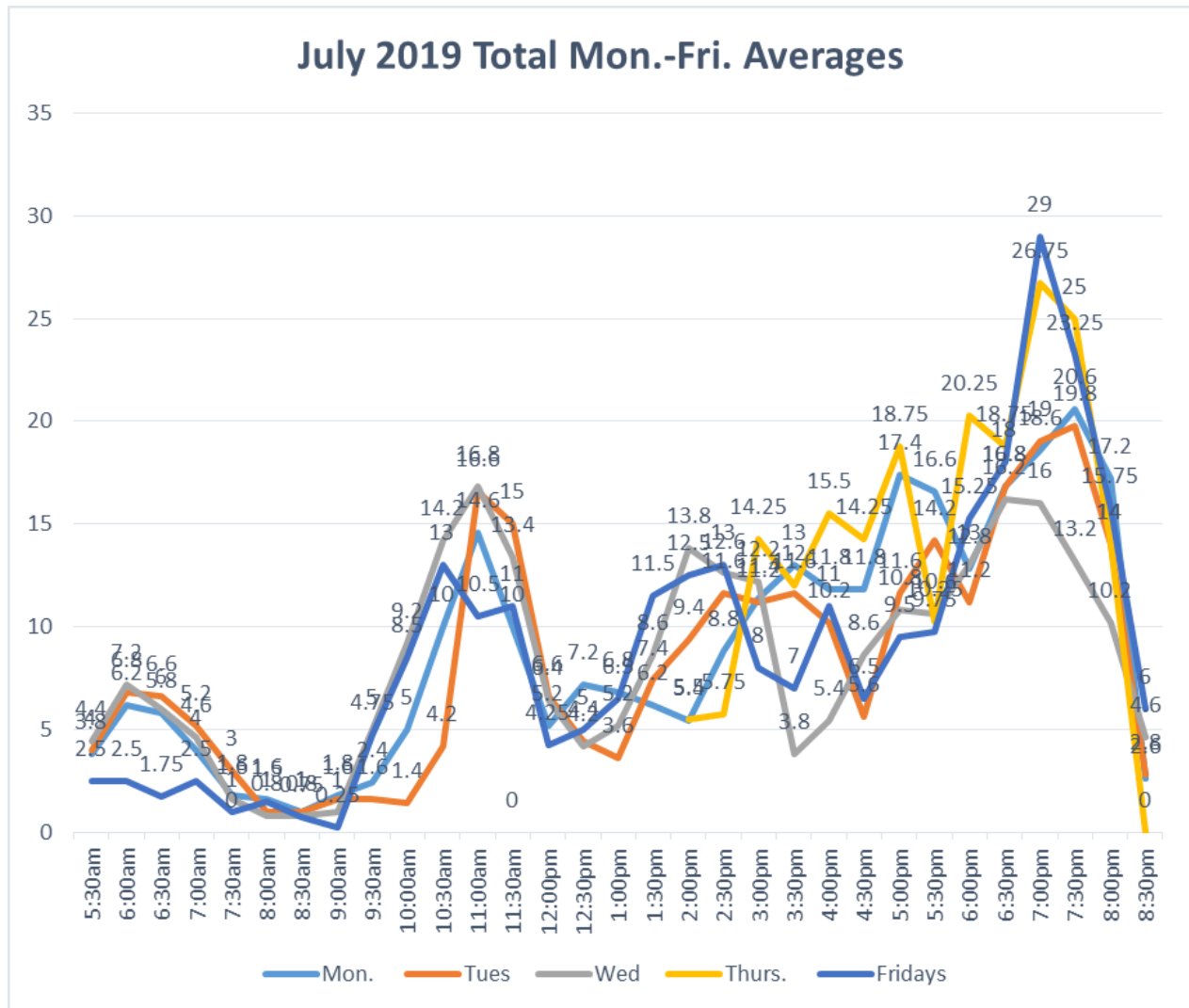
Facility Utilization

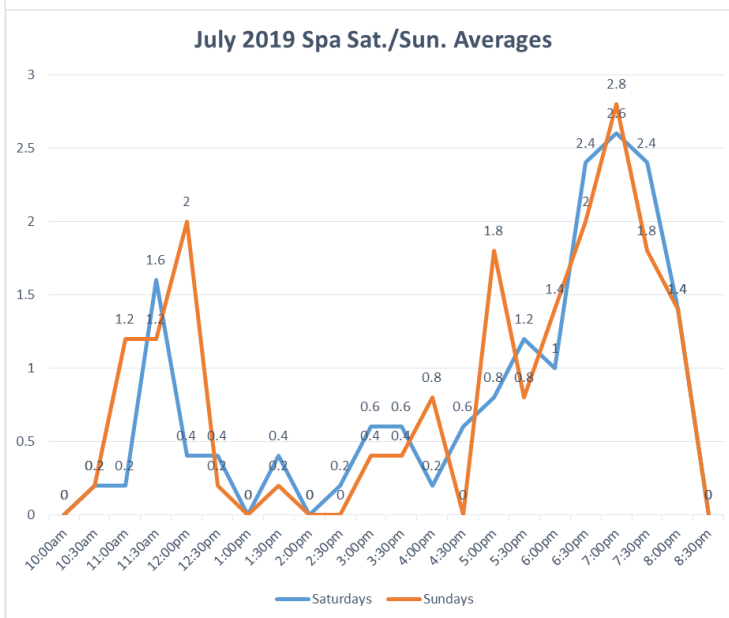
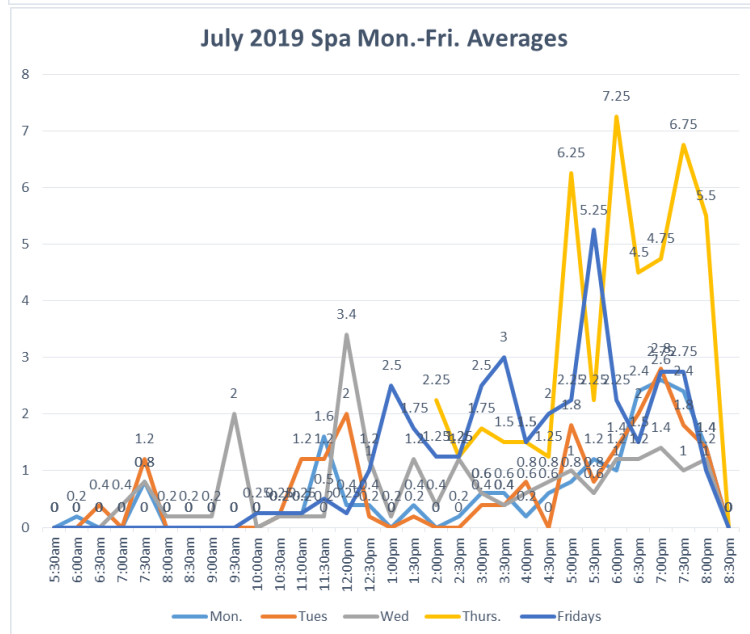
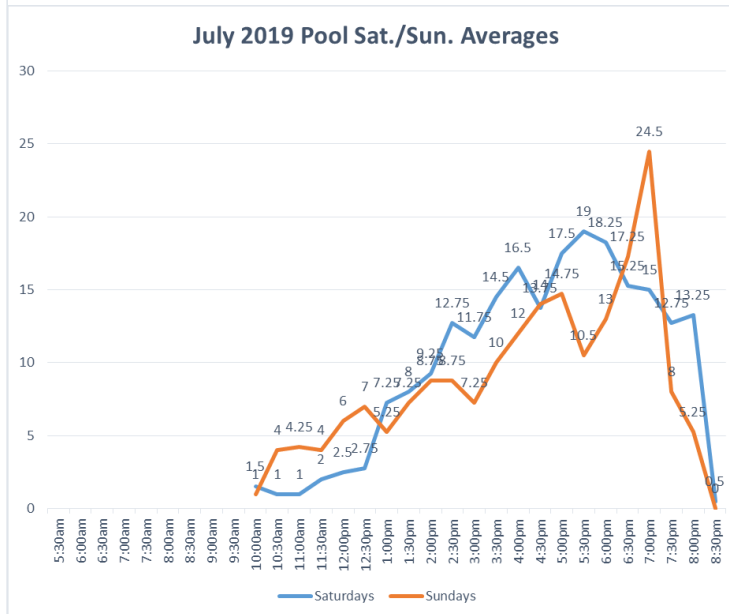
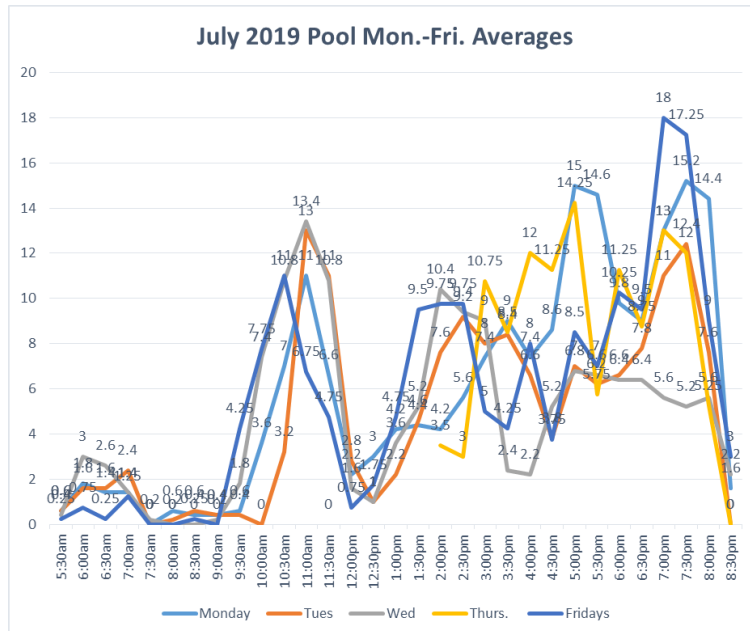
Facility Check-In: Facility Check-In numbers represent the total number of patrons who visited the facility and are based on a compilation of the number of members who checked-in, the number of daily passes sold and the number of participants in programs, activities, rentals and special events. These numbers represent facility visits, not individuals as most individuals visit the facility multiple times over the course of the month.

Facility Check-In	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Total
Member Checkins	1,623												1,623
Daily Admissions	1,876												1,876
Rentals	0												0
Fitness Programming	132												132
Aquatics Programming	32												32
Youth Programs	140												140
Monthly Totals	3,803	0	0	0	0	0	0	0	0	0	0	0	3,803

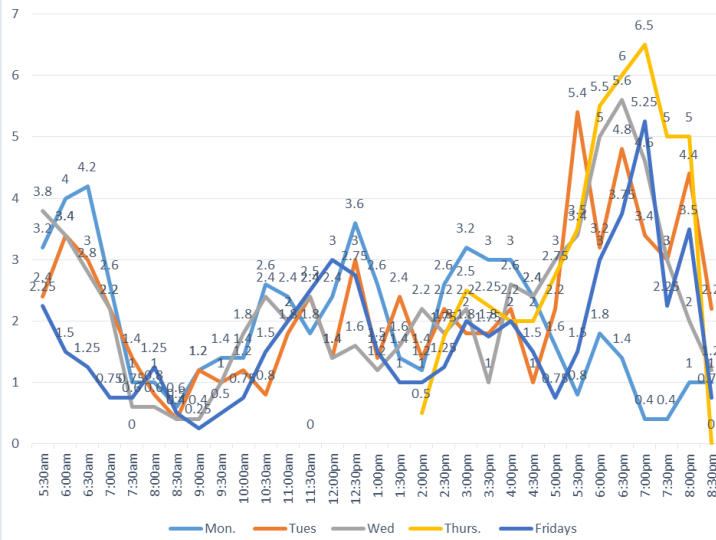


Area Usage: Count of the number of individuals in each area at the top and bottom of each hour. Showing trends and patterns of area usage, these numbers are not an accurate reporting of the overall number of patrons using the facility as patrons who remain in any area for more than 30 minutes are counted more than once. The below charts show average number of users for each area, by day of the week, per 30 minute period and are used from programming and operational hours planning.

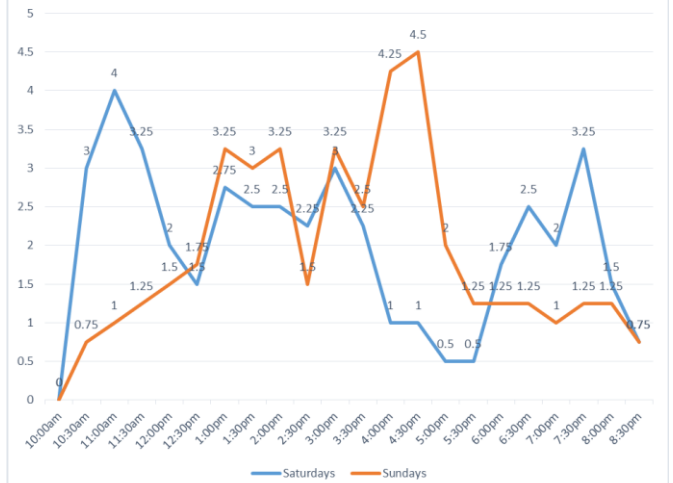




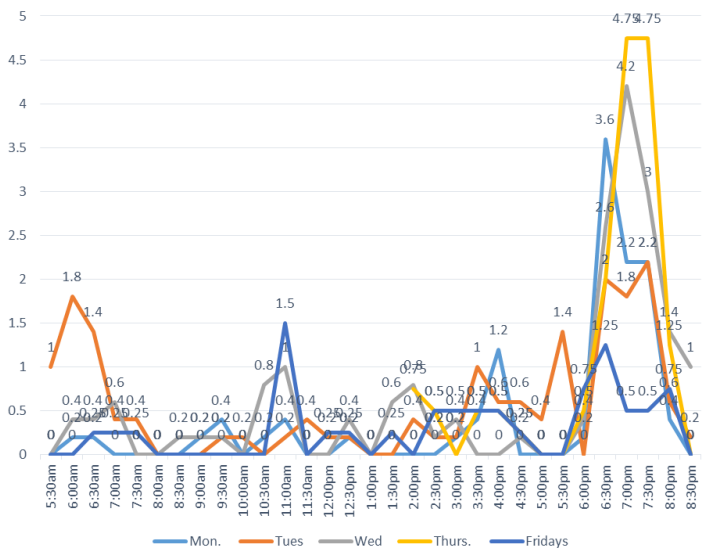
July 2019 Fitness Mon.-Fri. Averages



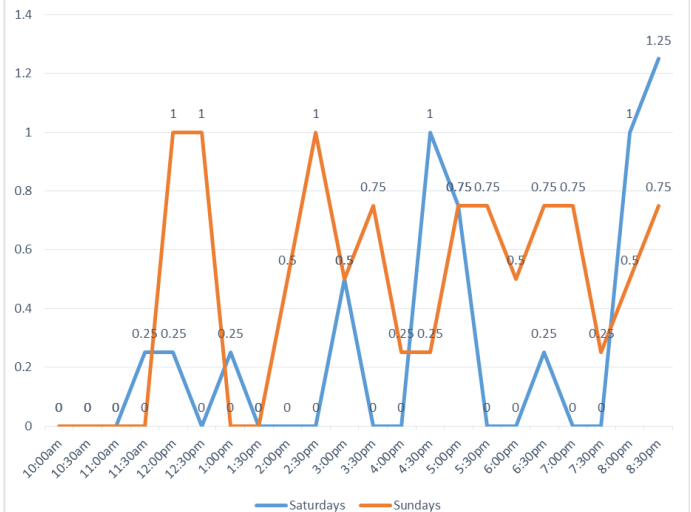
July 2019 Fitness Sat./Sun. Averages



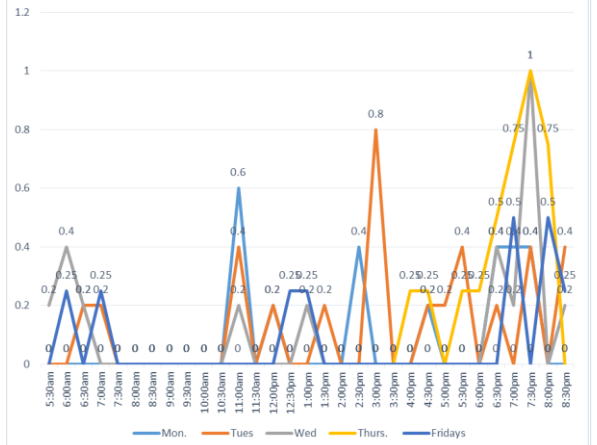
July 2019 Studio Mon.-Fri. Averages



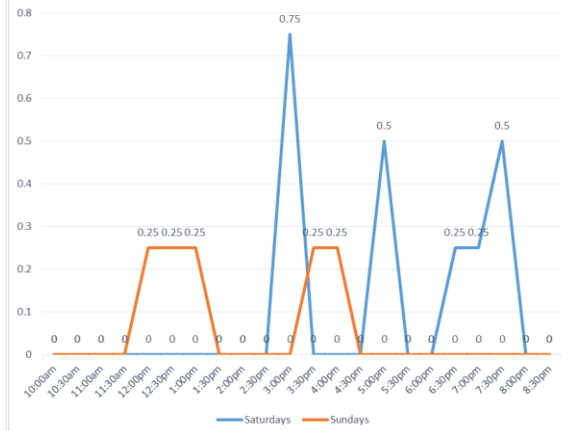
July 2019 Studio Sat./Sun. Averages



July 2019 Bikes Mon.-Fri. Averages



July 2019 Bikes Sat./Sun. Averages



City of Bethel, Alaska

City Clerk's Office

Council Regular Meetings

September 10, 2019 Regular City Council Meeting

September 23, 2019 Special City Council Meeting

September 24, 2019 Regular City Council Meeting

Elections

Candidate List:

Franko, Cece

Charles, Fritz T.

Hanson, Haley

Springer, Mark

Gustafson-Leary, Alyssa

Williams, R. Thor

Three Propositions.

The ballot programing was sent to Dominion Voting for programing and ballot distribution for printing.

Working on finalizing the election official list.

Organizing the supplies for the day of election.

Finalziing all of the election notices.

The Office is hoping to be able to provide absentee in person voting to YKHC's Long Term Care Facility, Ayalpik Apartments and Lulu Herron to provide voting opportunity to voters who may not have an opportunity to make it to the polls.

Additionally, the Office is working on administering an extension of the kids vote program to include kids ranging from 10-17 in age.

City Manager/City Attorney Recruitment Process

Gov HR has finalized the administrative profile for City Manager and City Attorney. The City Manager's application acceptance will close August 30. This report will be provided to the council through a special meeting which has yet to be scheduled. First/Second round interviews are scheduled for the week of October 14.

The City Attorney's Administrative Profile was approved and presented to GovHR Monday, August 5. Timeline on this process has not yet been received.

Misc.

Provided a draft ordinance for the Board of Ethics Code revisions to Michael Gatti and the requestor Council Member Albertson. Gatti will be working with the City Clerk's Office to finalize the document for Council's consideration.

Alcohol Licenses Status

Kusko Liquor Package Store License Transfer to ACC Package Store

State Action: License issued with delegation on July 9, 2019.

City Action: No action required by the City.

Marijuana Licenses Status

Alaska Buds

State Action: License issued with delegation and Conditional Use Permit issued.

City Action: Conditional Use Permit issued.

Alaska Grown Products, LLC (230 Tundra Way location) Doing Business As Alaska Grown Cannabis

State Action: Notice of license application given to City on June 27, 2019.

City Action: Council Protested the License August 13. Notice provided to the AMCO office on August 21.

-State of Alaska Marijuana Control Board Meeting Schedule September 11-13.

-No Conditional Use Permit Application received.

Alaska Grown Products, LLC (1510 Chief Eddie Hoffman Hwy location) Doing Business As Alaska Grown Cannabis

Nothing formally received/submitted.

Essenkay, LLC Doing Business as Kusko Kush

City Action: Conditional Use Permit Application Submitted to the Planning Office on June 27, 2019. Planning Commission to Consider the CUP in September.

State Action: State of Alaska Notice of License Application received by the City Clerk's Office on August 14th, deadline to protest is October 13.

*Please provide notice to the City Clerk's Office by September 23rd, if you wish to sponsor the protest of this license.

Thae Ho Jeoun and Chu Sung Kim Doing Business As Green Store

City Action: Conditional Use Permit Application Submitted to the Planning Office June 25, 2019.

State Action: Nothing Received from the State.