CITY OF BETHEL

City Council Meeting Agenda, October 22, 2019 – 6:30 PM

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

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

Council Members: Mayor Perry Barr, Vice-Mayor Haley Hanson, Fred Watson, Alyssa Leary, Mark Springer, Cece Franko

---

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. *10-8-2019 Regular City Council Meeting Minutes
   - 6.2. *10-10-2019 Special City Council Meeting Minutes
   - 6.3. *10-14-2019 Special City Council Meeting Minutes
7. **REPORTS OF STANDING COMMITTEES**
   - 7.1. Committee/Commission Agendas And Draft Meeting Minutes
8. **SPECIAL ORDER OF BUSINESS**
   - 8.1. Appreciation For Vice-Mayor Williams, Council Member Albertson, Council Member Forbes, Council Member Jung-Jordan, and Council Member Fritz Charles (Mayor Barr)
   - 8.2. Proclaiming The Month Of November 2019 As "National Diabetes Month" (Mayor Barr)
   - 8.3. Appointment Of Qualified Individual To Fill City Council Vacancy, Term Ending October, 2020 (Mayor Barr)
     - i. Opening Statements From Candidates
     - ii. Questions From Council Members
   - 8.4. Appointment Of Council Representative To Committee/Commission (Mayor Barr)
9. **UNFINISHED BUSINESS**
   - 9.1. Public Hearing Of Budget Ordinance 19-11 (f): Amending The City Of Bethel Fiscal Year 2020 Budget -Animal Control/Code Enforcement Agent (Acting City Manager Bo Foley)
   - 9.2. Public Hearing Of Budget Ordinance 19-11 (g): Amending The City Of Bethel Fiscal Year 2020 Budget- Dump Truck- City Shop Floor Repair (Acting City Manager Bo Foley)
10. **NEW BUSINESS**

Posted October 16, 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

10.1. *Introduction Of Budget Ordinance 19-11 (h): Amending The City Of Bethel FY 2020 Budget-Sander Box (Acting City Manager Howell)

10.2. *Introduction Of Budget Ordinance 19-11 (i) Amending The City Of Bethel FY 2020 Budget-Legal Services And HR-Risk Manager (Acting City Manager Howell)

10.3. AM 19-68: Direct Administration To Negotiate And Execute A Contract With AP Triton Consulting, LLC To Provide Financial Services To The City Necessary For The City To Participate In The Emergency Medical Transportation Services Supplemental Reimbursement Program Through The State Of Alaska (Acting City Manager Howell)

10.4. *AM 19-69 Appointment Of Committee/Commission Member. Robert Rey- Finance Committee (Mayor Barr)

10.5. AM 19-70 Approve Lease Agreement With HP For New Computer Hardware (Acting City Manager Howell)

10.6. *Acting City Manager Leave Request- October 23-25, 2019 (Mayor Barr)

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

13.1. AS 44.62.310 (C) (2) Subjects That Tend To Prejudice The Reputation And Character Of Any Person – City Manager Candidate And City Attorney Review And Employment Agreement Development (Note: All City Manager Candidates And City Attorney Candidates May Be Discussed During The Executive Session) (Mayor Barr)

14. ADJOURNMENT

Posted October 16, 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

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on October 8, 2019 at 6:30 p.m., in the Council chambers, Bethel, Alaska.

Council Member Perry Barr called the meeting to order at 6:30 p.m.

In the absentee of the Mayor and the Vice-Mayor, Nomination of Council Member Perry Barr as Mayor Pro-tempore.

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

4. PEOPLE TO BE HEARD – Five minutes per person

Mary Nanuwak- Provided support to the newly elected council members and thanked the outgoing members. Additionally stated she is disappointed the public wasn't allowed to vote on the seat.

Eileen Arnold, Director of Tundra Women's Coalition- reminded the public that October is Domestic Violence Awareness Month.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approve Consent and Regular Agenda.

Moved by:	Leif Albertson
Seconded by:	Fritz Charles

Amend the agenda to remove 10.1 and 10.2 from the consent agenda - Council Member Albertson.

Amend the agenda to remove 10.9 from the consent agenda - Council Member Charles.

In favor:	Leif Albertson, Perry Barr, Fritz Charles, Mitchell Forbes
Opposed:	None
Results:	Motion Carries

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *9-23-2019 Special City Council Meeting
Passed on the consent agenda.

Item 6.2. - *9-24-2019 Regular City Council Meeting
Passed on the consent agenda.

Item 6.3. - *9-30-2019 Special City Council Meeting
Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Item 7.1. - Committee/Commission Agendas And Draft Minutes
Planning Commission, Vice-Mayor Williams-

No one available to provide a 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-
A meeting has not been held since the last City Council Meeting.

Finance Committee, Council Member Barr-
A meeting has not been held since the last City Council Meeting.

Public Works Committee, Public Safety and Transportation Commission, Council Member Charles-
No one was available to provide a report.

8. SPECIAL ORDER OF BUSINESS

Item 8.1. - Review Canvass Board Certificate Of Election, October 1, 2019- Not Available Until After The Canvass Board October 3, 2019- (Mayor Watson)

Item 8.2. - Resolution 19-15: Certifying The Results Of The October 1, 2019 Regular City Election- Not Available Until After The Canvass Board October 3, 2019- (Mayor Watson)

Main Motion: Adopt Resolution 19-15.

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

Item 8.3. - Oath Administered To Newly Elected Council Members (Mayor Watson)

Item 8.4. - Declaring Council Member Carole Jung-Jordan’s Seat Vacant Per Bethel Municipal Code 2.04.100 And Identifying A Process For Appointment To Fill The Vacant Term (Mayor Watson)

Main Motion: Accept the resignation of Council Member Carole Jung Jordan, direct the City Clerk advertise the vacancy of the office and accept letters of interest through the City Clerk's office; letters of interest due to the City Clerk By October 15th; and to Hold the appointment on the October 22nd Regular City Council Meeting.

Moved by:	Mark Springer
Seconded by:	Alyssa Leary
In favor:	Cece Franko, Perry Barr, Haley Hanson, Mark Springer, Alyssa Leary
Opposed:	None
Results:	Motion Carries

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Budget Ordinance 19-11(e): Amending The Fiscal Year 2020 Budget To Account For Travel Expenses For Recruitment Of City Attorney And City Manager (Mayor Watson)

Mayor Pro Tempore Barr opened the Public Hearing.
No one present to be heard.
Mayor Pro Tempore Barr closed the Public Hearing.

Main Motion: Adopt Budget Ordinance 19-11(e).

Moved by:	Mark Springer
Seconded by:	Haley Hanson
In favor:	Cece Franko, Perry Barr, Haley Hanson, Mark Springer, Alyssa Leary
Opposed:	None
Results:	Motion Carries

Item 9.2. - Public Hearing Of Ordinance 19-19: Amending Chapter 2.50, City Officers Generally And Repealing And Replacing 2.60, Board Of Ethics In The Bethel Municipal Code (Council Member Albertson)

Mayor Pro Tempore Barr opened the Public Hearing.
No one present to be heard.
Mayor Pro Tempore Barr closed the Public Hearing.

Main Motion: Adopt Ordinance 19-19 (Made on September 24, 2019)

Moved by:	Leif Albertson
Seconded by:	Mitchell Forbes
In favor:	Cece Franko, Perry Barr, Haley Hanson, Mark Springer, Alyssa Leary

Opposed:	None
Results:	Motion Carries

Primary Amendment: to provide all 14 amendments as presented by the City Clerk's Office (made on September 24, 2019)

Moved by:	Mitchell Forbes
Seconded by:	Leif Albertson
In favor:	Cece Franko, Perry Barr, Haley Hanson, Mark Springer, Alyssa Leary
Opposed:	None
Results:	Motion Carries

Secondary Amendment: On Amendment Number 9, to strike all of 2.06.070 and insert new section 2.06.140 (made on September 24, 2019)

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

Secondary Amendment: To adopt the suggested Secondary amendment for Amendment Number nine as suggested by the Clerk.

Moved by:	Mark Springer
Seconded by:	Cece Franko

In favor:	Cece Franko, Perry Barr, Haley Hanson, Mark Springer, Alyssa Leary
Opposed:	None
Results:	Motion Carries

Primary Amendment: To 2.05.040 add a new section 8. Voluntary recusal by a member on any matter before the council shall be permitted without question by the Mayor and council.

Moved by:	Mark Springer
Seconded by:	Cece Franko
In favor:	None
Opposed:	Cece Franko, Perry Barr, Haley Hanson, Mark Springer, Alyssa Leary
Results:	Motion Fails

10. NEW BUSINESS

Item 10.1. - *Introduction Of Budget Ordinance 19-11 (f): Amending The City Of Bethel Fiscal Year 2020 Budget -Animal Control/Code Enforcement Agent (Acting City Manager Bo Foley)

Main Motion: Introduce Budget Ordinance 19-11(f).

Moved by:	Mark Springer
Seconded by:	Haley Hanson
In favor:	Cece Franko, Perry Barr, Haley Hanson, Mark Springer
Opposed:	Alyssa Leary
Results:	Motion Carries

Item 10.2. - *Introduction Of Budget Ordinance 19-11 (g): Amending The City Of Bethel Fiscal Year 2020 Budget- Dump Truck- City Shop Floor Repair (Acting City Manager Bo Foley)

Main Motion: Introduce Budget Ordinance 19-11 (g).

Moved by:	Mark Springer
Seconded by:	Cece Franko
In favor:	Cece Franko, Perry Barr, Haley Hanson, Mark Springer, Alyssa Leary
Opposed:	None
Results:	Motion Carries

Item 10.3. - Resolution 19-13: Conditionally Protesting The Issuance Of A Retail Marijuana License To Alaskan Grown Cannabis License No. 20440, Alaskan Grown Products, LLC Proposing To Operate At 1510 Chief Eddie Hoffman Highway, Bethel (Mayor Watson)

Council Member Springer declared he has a perceived conflict of interest because he is the Chair of the marijuana Control board. He is not able to take action on this item for Resolution 19-13 and Resolution 19-14.
Mayor Pro Tempore declared Council Member Springer should not participate in the consideration of Marijuana licenses.

Main Motion: Adopt Resolution 19-13.

Moved by:	Haley Hanson
Seconded by:	Cece Franko

In favor:	Perry Barr, Haley Hanson, Alyssa Leary
Opposed:	Cece Franko
Results:	Motion Fails

City Council provided the Applicant an opportunity to defend their license.
Mary Peltola, Alaska Grown Cannabis representative, provided an update to the Council on the status of the Conditional Use Permit Application.

Reconsideration of the vote to adopt Resolution 19-13.

Moved by:	Cece Franko
Seconded by:	Alyssa Leary

In favor:	Cece Franko, Perry Barr, Haley Hanson, Alyssa Leary
Opposed:	None
Results:	Motion Carries

Item - i. Opportunity for Applicant To Defend

Item 10.4. - Resolution 19-14: Protesting The Issuance Of A Retail Marijuana License To Kusko Kush License No. 21227, Proposing To Operate At 781 3rd Avenue, Bethel (Mayor Watson)

Main Motion: Adopt Resolution 19-14.

Moved by:	Cece Franko
Seconded by:	Haley Hanson
In favor:	Cece Franko, Perry Barr, Haley Hanson, Alyssa Leary
Opposed:	None
Results:	Motion Carries

Opportunity for the applicants to defend their license. Essenkey LLC., Kusko Kush, co-owner Jared Karr, addressed the Council.

Item - i. Opportunity For Applicant To Defend

Item 10.5. - AM 19-63: Reschedule The Regular City Council Meeting On November 26, 2019 To November 12, 2019 (Mayor Watson)

Council Member Springer returned to the meeting.
Main Motion: Approve AM 19-63.

Moved by:	Mark Springer
Seconded by:	Cece Franko

In favor:	Cece Franko, Perry Barr, Haley Hanson, Mark Springer, Alyssa Leary
Opposed:	None
Results:	Motion Carries

Item 10.6. - AM 19-64 Authorize City Manager To Direct The Finance Department To Issue A Special Event Certificate Exempting The Collection Of Sales Tax For The National Rifle Association Annual Fundraising Event (Acting City Manager Bo Foley)

Main Motion: Approve AM 19-64.

Moved by:	Cece Franko
Seconded by:	Haley Hanson

In favor:	Cece Franko, Perry Barr, Haley Hanson, Alyssa Leary
Opposed:	Mark Springer
Results:	Motion Carries

Item 10.7. - AM 19-65 Direct Administration To Negotiate And Execute A Purchase Agreement With Shorty's Shop For The Purchase Of Twenty Six-Yard Capacity Steel Dumpsters (Acting City Manager Bo Foley)

Main Motion: Approve AM 19-65.

Moved by:	Mark Springer
Seconded by:	Haley Hanson
In favor:	Cece Franko, Perry Barr, Haley Hanson, Mark Springer, Alyssa Leary
Opposed:	None
Results:	Motion Carries

Amend to reflect the changes presented to include the change of contractor from Shorty's shop to Wastequip.

Moved by:	Mark Springer
Seconded by:	Cece Franko
In favor:	Cece Franko, Perry Barr, Haley Hanson, Mark Springer, Alyssa Leary
Opposed:	None
Results:	Motion Carries

Item 10.8. - AM 19-66: Accept And Approve The 2019 State Homeland Security Program Grant Agreement In The Amount Of $49,141 To Cover Some Or All Of The

Cost To Purchase A Thermal Imager And Fencing Around One Of The Water Treatment Plant Water Tanks (Acting City Manager Bo Foley)

Main Motion: Approve AM 19-66.

Moved by:	Mark Springer
Seconded by:	Cece Franko
In favor:	Cece Franko, Perry Barr, Haley Hanson, Mark Springer, Alyssa Leary
Opposed:	None
Results:	Motion Carries

Item 10.9. - *IM 19-11: Presentation Of The City's Water & Sewer Services Expenditures Compared To Budget From July 1, 2019 To September 30, 2019 – Utilities Maintenance – Water & Wastewater Activity Report (Acting City Manager Howell)

Council reviewed and approved IM 19-11.

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

Council Member Springer- Thanked everyone that came out and voted; we wouldn't be able to do what we do without elections. Expressed appreciation to the outgoing council members. Excited to serve again and thanked the voters for the opportunity.

Council Member Hanson-Thanked the voters; challenged the community to hit 35% next year. Thanked the voters for their support of her; it is an honor to be on the Council. Thanked the election officials.

Council Member Barr-As an employee of LKSD, thanked everyone for their support and understanding with the current situation at the High School.

Council Member Leary- Thanked the voters for coming to the polls. Thanked everyone who voted for her and looks forward to the challenge. Provided condolences to the families that have lost their homes and commended the fire department for their hard work on back to back fires. Thanked the former council members for their hard work.

Council Member Franko- Thanked the people that came to the meeting and those listening on air. Thanked the election officials and the staff. Looking forward to serving on City Council. Reminded everyone the Steel Salmon Auction is this Saturday.

13. EXECUTIVE SESSION

14. ADJOURNMENT

Adjourn. Main Motion: Adjournment.

Moved by:	Mark Springer
Seconded by:	Haley Hanson

In favor:	Cece Franko, Perry Barr, Haley Hanson, Mark Springer, Alyssa Leary
Opposed:	None
Results:	Motion Carries

Meeting ended at 9:16 p.m.

____
Perry Barr, Mayor Pro Tempore

ATTEST:

____
Lori Strickler, City Clerk

Special Meeting
October 10, 2019

1. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on October 10, 2019 at 6:00 p.m., in the Council chambers, Bethel, Alaska.

Mayor Watson called the meeting to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
Council Member Perry Barr Council Member Cece Franko City Council Member Haley Hanson City Council Member Alyssa Leary (telephonically) Mayor Fred Watson City Council Member Mark Springer (arrived after roll call at 6:09 p.m.)
Members Absent:
Also in attendance were the following:
City Clerk Lori Strickler

4. PEOPLE TO BE HEARD – Five minutes per person

No one present to be heard.

5. APPROVAL OF AGENDA

Approve the agenda.

Moved by:	Perry Barr
Seconded by:	Haley Hanson
In favor:	Perry Barr, Fred Watson, Cece Franko, Haley Hanson, Alyssa Leary
Opposed:	None
Results:	Motion Carries

6. NEW BUSINESS

Item 6.1. - Meeting with Gov HR Representative, Sarah McKee for the Presentation of City Attorney Recruitment Finalists (Mayor Watson)
Mark Springer arrived at 6:09 p.m.

Motion to consider candidates one and two.

Moved by:	Mark Springer
Seconded by:	Haley Hanson
In favor:	Perry Barr, Fred Watson, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer
Opposed:	None
Results:	Motion Carries

7. ADJOURNMENT

Parry Barr departed the meeting at 6:45 p.m.

Adjourn.

Moved by:	Mark Springer
Seconded by:	Cece Franko
In favor:	Fred Watson, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer
Opposed:	None
Results:	Motion Carries

Meeting Adjourned at 7:06 p.m.

Fred Watson, Mayor

ATTEST:

Lori Strickler, City Clerk

City Council Meeting
City of Bethel, Alaska
Special Meeting
October 14, 2019

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on October 14, 2019 at 6:00 p.m., in the Council chambers, Bethel, Alaska.

With the telephonic participation of the Mayor, City Clerk 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:
Mayor Fred Watson (participated telephonically) Council Member Perry Barr Council Member Haley Hanson Council member Alyssa Leary Council Member Mark Springer Council Member Cece Franko
Members Absent:
Also in attendance were the following:
City Clerk Lori Strickler

Elect Council Member Barr for Mayor Pro Tempore.

Moved by:	Mark Springer
Seconded by:	Alyssa Leary
In favor:	Perry Barr, Fred Watson, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer
Opposed:	None
Results:	Motion Carries

4. PEOPLE TO BE HEARD – Five minutes per person

No one present to be heard.

5. APPROVAL OF AGENDA

6. UNFINISHED BUSINESS

7. NEW BUSINESS

Item 7.1. -

a) Election of the Mayor.

Open nominations.

Moved by:	Mark Springer
Seconded by:	Cece Franko
In favor:	Perry Barr, Fred Watson, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer
Opposed:	None
Results:	Motion Carries

A nomination for Mark Springer was made by Haley Hanson.

A nomination for Parry Barr was made by Alyssa Leary.

Close Nominations.

Moved by:	Mark Springer
Seconded by:	Alyssa Leary
In favor:	Perry Barr, Fred Watson, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer
Opposed:	None
Results:	Motion Carries

First Round of Voting.

3 Votes for Mark Springer
3 Votes for Perry Barr

Second Round of Voting.
3 Votes for Mark Springer
3 Votes for Perry Barr

Third Round of Voting.
2 Votes for Mark Springer
4 Votes for Perry Barr

b) Election of the Vice-Mayor.

Open nominations.

Moved by:	Mark Springer
Seconded by:	Cece Franko
In favor:	Perry Barr, Fred Watson, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer
Opposed:	None
Results:	Motion Carries

A nomination for Haley Hanson was made by Mark Springer.

Motion to unanimously approve Haley Hanson for Vice-Mayor.

Moved by:	Mark Springer
Seconded by:	Cece Franko
In favor:	Perry Barr, Fred Watson, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer
Opposed:	None
Results:	Motion Carries

c) Appointments to Committees and Commissions.

1. Council Committees and Commissions-
    a. Mayor Appointed Haley Hanson to the Planning Commission
    b. Mayor Appointed Cece Franko to the Finance Committee
    c. Mayor Appointed Mark Springer to the Public Safety And Transportation Commission
    d. Mayor Appointed Fred Watson to the Port Commission
    e. Mayor Appointed Alyssa Leary to the Public Works Committee
    f. Parks, Recreation, Aquatic Health And Safety Committee- *No appoinment*
    g. Mayor Appointed Perry Barr to the Community Action Grant Technical Review Committee

2. Senior Advisory Committee.
Alyssa Leary is appointed to the Committee.

3. Yuut Elitnaurviat
Haley Hanson is appointed to the Committee.

4. Kuimavik Board Representative.
Cece Franko is appointed to the Committee.

5. AVCP Museum Advisory Committee.
Mark Springer is appointed to the Committee.

Item 7.2. - AM 19-67: Support Fred Watson's Declaration Of Candidacy For The Alaska Municipal League (AML) Board Of Directors- District 9, And If Elected To

Commit Financial Support For Participation (Fred Watson)
Adopt AM 19-67.

Moved by:	Mark Springer
Seconded by:	Haley Hanson
In favor:	Perry Barr, Fred Watson, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer
Opposed:	None
Results:	Motion Carries

8. ADJOURNMENT

Adjourn.

Moved by:	Mark Springer
Seconded by:	Alyssa Leary
In favor:	Perry Barr, Fred Watson, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer
Opposed:	None
Results:	Motion Carries

The meeting adjourned at 6:38 p.m

Perry Barr, Mayor

ATTEST:

Lori Strickler, City Clerk

Planning Commission Meeting Agenda

Regular Scheduled Meeting Thursday, October 10, 2019– 6:30PM

CITY HALL COUNCIL CHAMBERS 300 CHIEF EDDIE HOFFMAN HIGHWAY

MEMBERS

Kathy Hanson
Chair
Term Expires 12/2021

Lorin Bradbury
Vice-Chair
Term Expires 12/2020

John Guinn
Commission Member
Term Expires 12/2019

Alex Wasierski
Commission Member
Term Expires 12/2021

Shadi Rabi
Commission Member
Term Expires 12/2019

Scott Campbell
Commission Member
Term Expires 1/2020

Tracy Beans
Alternate Member
Term Expires 12/2021

Stanley Hoffman Jr
Alternate Member
Term Expires 12/2021

Thor Williams
Council Representative
Term Expires 10/2019

Ted Meyer
Ex-Officio Member

Pauline Boratko
Recorder
PBoratko

AGENDA

I. CALL TO ORDER:

II. ROLL CALL:

III. PEOPLE TO BE HEARD – (3 Minute Limit)

IV. APPROVAL OF THE AGENDA:

V. APPROVAL OF THE MINUTES:
   A. Regular Meeting- June 13, 2019
   B. Regular Meeting- September 12, 2019

VI. NEW BUSINESS:

VII. UNFINISHED BUSINESS:

VIII. PLANNER'S REPORT:

IX. COMMISSIONER'S COMMENTS:

X. ADJOURNMENT:

Posted October 4, 2019 at City Hall, Post Office, Bethel Native Corp. and Swanson's Grocery Store Bulletin Boards

City of Bethel, Alaska
Planning Commission

October 10, 2019 Regular Meeting Bethel, Alaska

I. CALL TO ORDER:

Due to the lack of quorum there was not regular meeting held on July 11, 2019

II. ROLL CALL:

The following members were present for roll call: Alex Wasierski, John Guinn, and Shadi Rabi
Excused Absence: Stanley Hoffman Jr and Scott Campbell
Unexcused Absence: Kathy Hanson, Lorin Bradbury, and Tracy Beans.
Also Present: Charlie Dan, Recorder; Ted Meyer, Planning Director

APPROVED THIS _____ DAY OF ___________, 2019

_______________________________ _______________________________

ATTEST: Pauline Boratko, Recorder John Guinn, Commission Member

City of Bethel, Alaska
Public Safety & Transportation Commission

October 02, 2019 | Regular Meeting | Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on October 02, 2019 in the Bethel City Hall Council Chambers.

This meeting was called to order at 6:45pm.

II. ROLL CALL

Present: Azara Mohammadi
Madelene Reichard

Absent: Richard Garcia *Chair*
Daron Solesbee *Acting Fire Chief*

Ex-Officio Present: Amy Davis *Acting Police Chief*

A quorum was not established of the Commission.

III. ADJOURNMENT

Meeting adjourned at 6:46 pm.

APPROVED THIS _______ DAY OF______________________, 2019.

_________________________ Jesslyn McGowan, Recorder

_________________________ Richard Garcia, Chair

world diabetes day
14 November

City of Bethel Proclamation

Proclaiming the Month of November 2019 as "American Diabetes Month"

WHEREAS, over 30 million adults in the United States and approximately 11% of adult Alaskans have a diagnosis of diabetes; and

WHEREAS, every year an estimated 3,000 people in Alaska are newly diagnosed with diabetes; and

WHEREAS, one out of three U.S. adults has prediabetes, with 90% of these adults being unaware of their disease, and without lifestyle changes, 15-30% of those with prediabetes will develop type 2 diabetes within five years; and

WHEREAS, a child has a 1 in 7 chance of developing diabetes if one parent was diagnosed before age 50; and

WHEREAS, during American Diabetes Month, we recognize the impact diabetes has on people's everyday life; and

WHEREAS, according to national data individuals who are in a high risk category for developing type 2 diabetes are people who do not participate in regular physical activities, are overweight, and are 45 years or older; and

WHEREAS, during American Diabetes Month, the American Diabetes Association, the Alaska Department of Health and Social Services and many healthcare providers such as YKHC encourage Bethel residents to join all of us in meal planning to encourage healthier meal choices, increasing physical activity, and reducing stress throughout this month;

NOW, THEREFORE, I, Perry Barr, Mayor of the City of Bethel, do hereby proclaim the month of November 2019 as "American Diabetes Month" and November 14th as "World Diabetes Day" in Bethel and encourage all Bethel residents to make healthy life choices and make a personal commitment to eat more healthfully, be more physically active, and reduce stress.

IN OFFICIAL RECOGNITION WHEREOF, I hereby affix my signature on this 22rd day of October 2019.

____
Attest: Lori Strickler, City Clerk

____
Perry Barr, Mayor

City of Bethel

Kevin Morgan <kmorgan@cityofbethel.net>

Open council position

2 messages

Jon.C.Cochrane via City Clerk <cityclerk@cityofbethel.net> Tue, Oct 15, 2019 at 3:36 PM
Reply-To: Jon.C.Cochrane@wellsfargo.com
To: cityclerk@cityofbethel.net
Cc: bethelbarr@yahoo.com

Lori,

Please submit my name to council for consideration to be appointed to the open City Council seat vacated by Mrs. Jung-Jordan.

Thank You,

Jon Cochrane

(907) 545-1210

Jon.c.cochrane@gmail.com

Lori Strickler <lstrickler@cityofbethel.net> Tue, Oct 15, 2019 at 3:37 PM
To: Kevin Morgan <kmorgan@cityofbethel.net>

Lori Strickler, CMC

City Clerk, City of Bethel

300 Chief Eddie Hoffman Highway

Bethel, AK 99559

907-543-1384

PUBLIC RECORDS LAW DISCLOSURE: This e-mail and responses to this email are subject to provisions of the Alaska Statutes and may be made available to the public upon request.

[Quoted text hidden]

City of Bethel

Kevin Morgan <kmorgan@cityofbethel.net>

Fwd: Letter of Interest- Vacant City Council seat

1 message

Lori Strickler <lstrickler@cityofbethel.net> Tue, Oct 15, 2019 at 3:34 PM
To: Kevin Morgan <kmorgan@cityofbethel.net>

Lori Strickler, CMC

City Clerk, City of Bethel

300 Chief Eddie Hoffman Highway

Bethel, AK 99559

907-543-1384

---------- Forwarded message ---------
From: **Michelle DeWitt** <michelle.dewitt@yahoo.com>
Date: Tue, Oct 15, 2019 at 3:18 PM
Subject: Letter of Interest- Vacant City Council seat
To: Lori Strickler <lstrickler@cityofbethel.net>

Please accept this letter of interest for the vacant position on City Council. I am interested in filling the position vacated by Carole Jung-Jordan.

Please note that while I am interested and excited for the opportunity to serve our community in this capacity, I have a very intense work and personal travel schedule. This is particularly the case between October 21 and January 14. I am out of town October 24, December 10 and January 14. In all honesty, I expect travel to remain a large part of my work and personal life. While calling in to meetings is not ideal, I am willing to do so as much as possible. If this affects a decision to consider this letter of interest, I fully understand.

While there are a few topics I would like to advance while I am on City Council (sustainable funding streams for the YKFC, for example), I do not have an agenda tied to my service. I care about our community, and am willing to serve in a leadership role for one year to fill out this term. At that time, I would hope for someone else - hopefully a Yup'ik person- to run for this seat.

Thank you for considering me for this opportunity.

-Michelle DeWitt

**I apologize for the email format; I am on travel today.*

RICK A. GARCIA, ESQUIRE

172 East Avenue, #207, Bethel, Alaska 99559
Phone: (907) 545-4890 ☆ Email: rickgaciaesq@gmail.com

October 9, 2019

City of Bethel, Alaska
City Clerk's Office
300 Chief Eddie Hoffman Highway
Bethel, Alaska 99559

RE: Bethel City Council Vacancy Letter of Interest

Dear City of Bethel,

I am writing to express my interest and formally submit my letter of interest for the current vacancy on the Bethel City Council.

I have been a resident of Bethel, Alaska and a registered voter since January 9, 2018. I am an active member of the community and currently serve as the Chair for the City of Bethel, Public Safety & Transportation Commission. Additionally, I am an active volunteer and foster for the Bethel Friends of Canines. I would welcome the privilege to serve our community and would do so with integrity, compassion, and with respect.

I would greatly appreciate the opportunity to meet with you to discuss this possibility in greater detail. If you have any further questions or require any further information, please do not hesitate to contact me. I can be reached via email at rickgarciaesq@gmail.com or by telephone at (907) 545-4890.

Thank you for your time and consideration and I look forward to hearing from you soon.

Sincerely,

Rick A. Garcia, Esquire

October 15, 2019

City of Bethel
300 Chief Eddie Hoffman Highway
Bethel, Alaska 99559

Dear City Clerk and Current Council Members,

This letter is to express my interest in filling the vacant seat in the current city council for the term ending in October 2020. I have lived in Bethel for eight years and I have become very invested in the future direction of this city. It is my home and I want my community to grow better and stronger every day.

I have seen multiple changes in this community in the time that I have lived here, some good and some not so good. I would like the chance to step for the good things and participate in making this city one of the best in Alaska.

I have attached my resume for your consideration. I have participated in the community through the Bethel Schools Advisory Board, where I was appointed by the board for the remainder of one term and elected to fill another term following that appointment. I have also participated on the City of Bethel finance committee.

Warm regards,

Joni Beckham, MBA, MSN, RNC-OB

770-891-7778
jonicarroll@yahoo.com

CONTACT

770-891-7778

jonicarroll@yahoo.com

PO Box 2924
Bethel, Alaska 99559

PROFESSIONAL SKILLS

- Highly dependable, self-motivated Registered Nurse with over 15 years' experience.
- Excellent leadership and managerial abilities.
- Caring and attentive by nature with a genuine desire to help others.
- Remarkable ability to deal promptly with emergency situations.
- Proven ability to organize, prioritize, and multi task.
- Strong analytical and critical thinking abilities.
- Meticulous attention to detail with high accuracy levels both numerical and literate.
- Professional and friendly at all times with outstanding level of fitness, energy, and enthusiasm.
- Special talent for generating, documenting, analyzing, and maintaining operational reports.
- Strong organizational skills with excellent ability to relate cordially with people from diverse background.
- Proven ability to work well independently and as part of a team.
- Excellent communication, counselling, interpersonal, demonstration, and presentation skills.
- Competent in basic PC operations and software including: MS Office applications, Windows, and Internet.

AREAS OF EXPERTISE

- Leadership & Management
- Staff Development & Management
- Patient Assessment & Treatment
- Program Creation & Leadership
- Patient & Family Education
- Clinical Supervision
- Nursing Instruction
- Regulatory Compliance

Joni Beckham, MBA, MSN, RNC-OB

(Positioned to deliver quality service and innovative operational efficiency, while reducing cost)

PROFESSIONAL SUMMARY

An experienced, compassionate, and fully qualified nurse who is acknowledged for talents in inspiring staff to excel and adapt to the demands of meeting challenging day to day clinical operations. Highly resourceful, flexible, innovative, and enthusiastic professional who is able to strategize and prioritize effectively to accomplish multiple tasks and stay calm under pressure. A team player with exceptional interpersonal, verbal and written communication skills, superb managerial and leadership ability, and is always committed to achieving operational goals, standards, and targets, and has a proven track record of consistently getting results. Approachable, well presented, and able to contribute immensely towards the success of any health institution within established standards, policies and procedures.

PROFESSIONAL EXPERIENCE

State of Alaska, Department of Juvenile Justice, Bethel Youth Facility - Bethel, Alaska
Corrections Nurse II **August 2019 – Present**

- Maintains and oversees resident's spectrum of heath including collaborating with local health care services to receive health services.
- Assessing and ensuring the facility is following medical rules and regulations while providing optimum care to patients.
- Communicates expectations to both staff and residents.
- Oversees medication administration program for state facility to ensure that medications are delivered safely and correctly.

Yukon-Kuskokwim Health Corporation - Bethel, Alaska
Nurse Manager – Inpatient and Operating Room **October 2017 – August 2019**

- Maintains and oversees compliance with Joint Commission standards within inpatient and operating room nursing units.
- Assessing and ensuring the facility is following medical rules and regulations while providing optimum care to patients.
- Communicates expectations to staff.
- Manages over 40 FTE's including human resource functions; recruiting, interviewing, hiring, disciplinary actions and scheduling.
- Reviews monthly operating reports, including expenditures and revenue analysis.
- Collaborates with other departments to complete performance improvement projects.
- Develops and implements policies and procedures that guide and support the provision of services in compliance with applicable laws and organizational policies.
- Creates and reinforces a customer focus and quality values; sets expectations for quality service delivery, and develops new programs to ensure customer satisfaction.
- Continuously assesses and improves department performance utilizing the LEAN management system of visual management.

Registered Nurse - Utilization Management **June 2016 – October 2017**

- Ensures the provision of appropriate and cost-effective healthcare services to patients.
- Participates in financial management of revenue collections.
- Assessing and ensuring the facility is following medical rules and regulations while providing optimum care to patients.
- Examining medical reports, identifying gaps in the provided treatment and recommending process for improvement.
- Consults with members of the healthcare team regarding level of nursing care and collaborate with other departments in evaluating projects affecting discharge plans.
- Referring special cases to the medical director and ensuring proper action against negligence in duty.
- Maintains compliancy with regulation changes affecting utilization management.

EDUCATION

Master Degree of Business
Western Governors University - Salt Lake City, Utah

- Healthcare Management
- Excellence Award in Capstone Experience

Master Degree of Science in Nursing
Western Governors University - Salt Lake City, Utah

- Leadership & Management

Bachelor Degree of Science in Nursing
Western Governors University - Salt Lake City, Utah

- Excellence Award in Advanced Nursing Practice

Associate Degree of Science in Nursing
Eastern New Mexico University- Roswell, New Mexico
(August 2004 - May 2006)

Surgical Technology Program
Eastern New Mexico University - Roswell, New Mexico
(January 2000 - May 2000)

CERTIFICATIONS & AFFILIATION

- Certified Registered Nurse - Inpatient Obstetrics
- Alaska State Board of Nurses - Registered Nurse, #NURR32886
- Neonatal Resuscitation Program (NRP) – Previous Instructor
- Advanced Cardiac Life Support (ACLS) - Previous Instructor
- Basic Life Support (BLS) - Previous Instructor
- Pediatric Advanced Life Support - Previous Instructor
- Advanced Life Support for Obstetrics (ALSO)
- Intermediate and Advanced Fetal Monitoring
- AORN member
- AWHONN member

- Facilitates educational programs, advice physicians and other departmental members of regulations affecting financial and utilization management.
- Monitor, supervised, and performed medical interventions and inpatient service management.
- Utilizes InterQual criteria and ICD-10 coding.

Registered Nurse - Labor and Delivery - Charge Nurse — **Jan 2015 - Jun 2016, Jun 2011 - Sep 2013**

- Managed activities of nurses and nursing assistants by delegating tasks and assignments.
- Accountable for the delivery of quality care to patients and families according to the individualized care needs of the patient while following due nursing processes.
- Prioritized assignments throughout day to ensure patients are receiving correct and efficient care based on individual condition and assessment.
- Provided and documented necessary patient/family education in support of the interdisciplinary treatment plan utilizing electronic medical records and electronic databases.
- Delivered care based on criteria, which is age appropriate and focused on the physical, psychosocial, cultural, safety and learning needs of the individual patient.
- Recognized and reported unusual occurrences; participated in infection control and ensuring regulation from The Joint Commission are being met.

Clinical Nurse Educator — **September 2013 - January 2015**

- Incorporated principles of adult learning in the planning, implementation, and evaluation of education programs.
- Supported staff development with educational activities (which include remediation, certification, mentoring, life support, JCAHO requirements, product roll-outs, etc).
- Taught content as needed and/or assigned within clinical expertise to facilitate orientation, staff development and/or safe practice.
- Coordinated orientation of new staff to the organization.
- Delivered competence based programs for nursing staff with a focus upon improvement of skills and retention of knowledge.
- Developed organizational patient care programs, created and revised policies and procedures.
- Developed evidence-based educational materials.
- Conducted needs assessments using a variety of strategic tools.

Registered Nurse - Labor & Delivery — **May 2006 - May 2011**

- Assisted patients through labor and delivery process including postpartum care.
- Assisted physician with placing and administration of epidural and spinal medications throughout labor and surgical procedures.
- Monitored patients receiving epidural medication throughout labor.
- Managed activities of nursing assistants by delegating tasks and assignments.
- Prioritized assignments throughout day to ensure patients are receiving correct and efficient care based on individual condition and assessment.

Atlanta Spine Specialties - Alpharetta, Georgia
Nurse Manager — **October 2009 - March 2010**

- Developed all policies and procedures for ambulatory surgical suites utilizing regulatory requirements from TJC, CMS, and OSHA and standards from ARON.
- Reviewed and analyzed governmental regulations, nursing journals and technical procedures, applying the findings to surgical center daily operations.
- Coordinated and planned staffing for surgical center as needed per census.
- Maintained positive revenue stream through active management and control of daily operations.

Northeast Georgia Medical Center - Gainesville, Georgia
Surgical Technician - Labor and Delivery — **October 2001 - July 2004**

- Assisted surgeons in cesarean sections by managing back table, first assisting surgeon, maintaining accurate counts throughout surgery.

To Whom It May Concern,

I would like to express my interest in the city council seat vacated by Carol Jung Jorden. I feel I am ideal candidate for this position as my unique experience across the YK Delta provides a well-balanced perspective. I have called numerous communities home in the last 15 years, but I am attuned most closely to Bethel and the surrounding villages. My current responsibilities in the community include chairing the Public Works committee as well as maintaining a rental business in City Sub. I am currently employed as a Field Technion for GCI / UUI and spend most of my work day ensuring that our systems remain operable and serving the community in a manner dictated and monitored our engineering department. I have two children who attend elementary school, as well as two nephews and a niece who are currently in attendance at LKSD. During the past decade and a half, I feel that our community has opened its heart to me, and I have been welcomed by nearly all, and I feel as if that the community needs me to now step up and assume this responsibility. Should I be selected to serve as the 'stopgap candidate' in this situation, I would strive to serve the city to the utmost of my ability and maintain a high degree of fairness and understanding, as well as keeping an open mind to potential solutions to our municipal problems.

Thank You,

Courtney Trammell

Introduced by:	Acting City Manager Bo Foley
Introduction Date:	October 8, 2019
Public Hearing Date:	October 22, 2019
Action:	
Vote:	

CITY OF BETHEL, ALASKA

Ordinance 19-11 (f)

AN ORDINANCE AMENDING THE CITY OF BETHEL FISCAL YEAR 2020 BUDGET

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

SECTION 1. Classification. This is a non-codified Ordinance and shall not become part of the Bethel Municipal Code.

SECTION 2. Fiscal Year Budget Amendments. The following estimated revenues and expenditures are hereby appropriated for the corporate purposes and objects of the City of Bethel for Fiscal Year 2020.

WHEREAS, the Bethel Police Department received 525 animal control calls for service in 2018 and typically called on one of two Community Service Officers (CSOs) to respond;

WHEREAS, one CSO estimated that he spends 25% of his work time responding to animal control calls;

WHEREAS, the position of Community Service Officer/Animal Control last appeared in the FY 2017 Budget;

WHEREAS, the Planning Director expressed a need for help completing code enforcement work, including issuing citations, dealing with abandoned vehicles, zoning conformance, and site plan permit violations;

WHEREAS, the Planning Director pledged to work closely and train anyone engaged in code enforcement;

WHEREAS, a new position of Animal Control/Code Enforcement Agent is hereby proposed to be added to the FY 2020 Budget under the Police Department Budget;

WHEREAS, the Human Resources Manager believes a fair starting wage for the position of Animal Control/Code Enforcement Agent is Range 5, Step A, which is currently $46,184/year or $22.20/hr.;

Introduced by: Acting City Manager Bo Foley
Introduction Date: October 8, 2019
Public Hearing Date: October 22, 2019
Action:
Vote:

F-1

Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-61-17120	Police Department-Animal Control/Code Enforcement Agent	0	46,184	46,184
10-61-508	Leave Cashout/Payout	76,799	2,309	79,108
10-61-511	Medicare	26,547	670	27,217
10-61-512	Employee Group Health Benefit	552,073	24,108	576,181
10-61-515	Unemployment Insurance	16,264	822	17,086
10-61-516	Workers' Compensation	56,357	1,422	57,779
10-61-518	PERS	402,783	10,160	412,943
10-61-519	Utility Benefit	104,424	4,560	108,984
10-39900	Undesignated Fund Balance		(90,235)	(90,235)

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

ENACTED THIS 8TH DAY OF 2019 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

____
Fred Watson, Mayor

ATTEST:

____
Lori Strickler, City Clerk

Introduced by: Acting City Manager Bo Foley
Introduction Date: October 8, 2019
Public Hearing Date: October 22, 2019
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 19-11 (g)

AN ORDINANCE AMENDING THE CITY OF BETHEL FISCAL YEAR 2020 BUDGET

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

SECTION 1. Classification. This is a non-codified Ordinance and shall not become part of the Bethel Municipal Code.

SECTION 2. Fiscal Year Budget Amendments. The following estimated revenues and expenditures are hereby appropriated for the corporate purposes and objects of the City of Bethel for Fiscal Year 2020.

WHEREAS, the FY 2020 City Budget contains $170,000 in the Landfill Operations Budget to cover the purchase of a dump truck (listed as "End Dump");

WHEREAS, Pape Kenworth Northwest was approved by Bethel City Council to serve as the sole source company for the City's purchase of heavy duty trucks;

WHEREAS, the purchase price for one Kenworth dump truck delivered to Bethel is $176,291;

WHEREAS, the FY 2020 City Capital Budget has $70,000 remaining as the "Belly Dump Truck" that was purchased in FY 2019 City Capital Budget;

WHEREAS, savings in the amount of $6,291 from the purchase of the belly dump truck can be applied to the purchase of a dump truck;

F-1				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
50-71-690	Landfill Operations-End Dump	170,000	6,291	176,291
50-71-699	Landfill Operations-Belly Dump Truck	70,000	(6,291)	63,709

WHEREAS, the Public Works Shop Floor is deteriorating;

Introduced by:	Acting City Manager Bo Foley
Introduction Date:	October 8, 2019
Public Hearing Date:	October 22, 2019
Action:	
Vote:	

WHEREAS, in their memorandum dated September 17, 2019, BFM Engineers recommended that heavy trucks stay off one square area of Shop Floor due to the corrosion and decay of beams and foundation pilings;

WHEREAS, BBFM Engineers also recommended that the City perform the following repairs:

- Repair metal plate topping over the wood deck to prevent water intrusion
- Repair leaky water trucks, equipment, valves, hoses, etc.
- Repair any perimeter breaks in the metal sheeting
- Reestablish the trench drain in the southern half of the building

WHEREAS, the Public Works Department does not currently have funds in the City's FY 2020 Budget to pay for these and other repairs necessary for minimum safe use of the Public Works Shop floor;

WHEREAS, funds from the Water and Sewer Enterprise Fund Balance can and should be moved to a new capital expense account to allow the completion of early repairs as a stop-gap measure;

F-2				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-65-699	City Shop Floor Repair	0	150,000	150,000
51-10100	Water/Sewer Enterprise-	2,798,807	(150,000)	2,648,807
	-Fund Balance			

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

ENACTED THIS 8TH DAY OF 2019 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

____
Fred Watson, Mayor

ATTEST:

____
Lori Strickler, City Clerk

Introduced by:	Acting City Manager William Howell
Introduction Date:	October 22, 2019
Public Hearing Date:	November 12, 2019
Action:	
Vote:	

CITY OF BETHEL, ALASKA

Ordinance 19-11 (h)

AN ORDINANCE AMENDING THE CITY OF BETHEL FISCAL YEAR 2020 BUDGET

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

SECTION 1. Classification. This is a non-codified Ordinance and shall not become part of the Bethel Municipal Code.

SECTION 2. Fiscal Year Budget Amendments. The following estimated revenues and expenditures are hereby appropriated for the corporate purposes and objects of the City of Bethel for Fiscal Year 2020.

WHEREAS, the Fiscal Year 2020 Capital Budget for Streets and Roads currently holds $33,500 for the Sander Truck Box, an item the Public Works Department desperately needs to help keep Bethel's winter roads safe and usable;

WHEREAS, the use of the bid process resulted in a City Council approved Purchase Agreement with Quality Equipment, Inc. for the purchase of the Sander Truck Box at a cost of $36,000 or $2,500 more than the amount budgeted;

WHEREAS, the Purchase Agreement was not submitted to Quality Equipment, Inc. in time for them to include it on this last barge to Bethel;

WHEREAS, the cost to air freight the Sander Truck Box to Bethel is an additional $16,900;

WHEREAS, Quality Equipment is willing to pay $7,900 of this additional cost;

WHEREAS, the total amount the City needs to complete the Sander Truck Box purchase this fall 2019 is $2,500 (Purchase Agreement amount over budgeted amount) plus the City's portion of the air freight cost ($9,000), which totals $11,500;

WHEREAS, the FY 2020 Budget contains a Capital Expense line item for a Belly Dump Truck in the amount of $70,000 that was purchased in FY 2019 and will not be purchased in FY 2020;

WHEREAS, the Public Works Department would like to reallocate $11,500 from the Belly Dump Truck line item to the Sander Truck Box line item in order to complete the immediate purchase of the Sander Truck Box;

Introduced by: Acting City Manager William Howell
Introduction Date: October 22, 2019
Public Hearing Date: November 12, 2019
Action:
Vote:

F-1				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-66-692	Capital Exp-Streets & Roads “Sander Truck Box”	$33,500	$11,500	$45,000
50-71-699	Capital Exp-Landfill Operations “Belly Dump Truck”	$70,000	($11,500)	$58,500

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

ENACTED THIS ____ DAY OF 2019 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

____
Perry Barr, Mayor

ATTEST:

____
Lori Strickler, City Clerk

Introduced by: Acting City Manager William Howell
Introduction Date: October 22, 2019
Public Hearing Date: November 12, 2019
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 19-11 (i)

AN ORDINANCE AMENDING THE CITY OF BETHEL FISCAL YEAR 2020 BUDGET

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

SECTION 1. Classification. This is a non-codified Ordinance and shall not become part of the Bethel Municipal Code.

SECTION 2. Fiscal Year Budget Amendments. The following estimated revenues and expenditures are hereby appropriated for the corporate purposes and objects of the City of Bethel for Fiscal Year 2020.

WHEREAS, the City Attorney's resignation was effective August 2, 2019;

WHEREAS, Jermain, Dunnagan & Owens, P.C., the law firm on contract with the City to provide legal services, has been tasked with many legal matters that would normally have been handled by the City Attorney;

WHEREAS, various legal matters before the City include subdivision development, code enforcement, contract review, marijuana and alcohol issues, and USDA bond documentation;

WHEREAS, the high cost of legal services incurred to date demonstrate the need for additional funds to be appropriated to the Administration Legal Fees line item;

WHEREAS, one FY 2020 budget modification ordinance approved by the Bethel City Council moved $45,000 from the City Attorney's salary to Administration (10-51) Legal Fees (642) to bring the balance to $50,000, but most of this amount has been spent to date;

WHEREAS, City Administration requests that an additional $75,000 be appropriated to cover the cost of legal services;

Introduced by:	Acting City Manager William Howell
Introduction Date:	October 22, 2019
Public Hearing Date:	November 12, 2019
Action:	
Vote:	

F-1				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-51-642	Administration-Legal Fees	50,000	75,000	125,000
50-71-699	Undesignated Fund Balance		(75,000)	(75,000)

WHEREAS, the FY 2020 City Budget contains $12,000 in Administration (10-51) Salaries for the temporary Risk Manager position;

WHEREAS, the City's Human Resources Manager possesses the skills, qualifications, and abilities to assume many of the risk manager duties and has been performing those duties as of August 2019;

WHEREAS, thus far, the HR Manager denied $3,112 in damage claims against the City and only paid out $877, while he is currently working to reduce or eliminate $12,000 in claims;

WHEREAS, City Administration recommends changing the title and job description of the Human Resources Manager to Human Resources/Risk Manager and adjusting the compensation accordingly;

WHEREAS, the City's insurance firm, Alaska Public Entity Insurance, supports the duties of risk manager being undertaken by one or more City employees;

WHEREAS, Administration recommends the reallocation of the $12,000 in Risk Manager Salary to the following line items in the Administration Budget: $6,000 to Human Resources/Risk Assessment Manager Salaries, $3,000 to Travel/Training, and $3,000 to Supplies;

F-2				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
10-51-642	Administration-Human Resources/Risk Manager	94,760	6,000	101,760
10-51-545	Travel/Training	10,000	3,000	13,000
10-51-561	Supplies	6,700	3,000	9,700
10-51-	Administration-Salaries-Risk Manager (Temporary)	12,000	($12,000)	0

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

ENACTED THIS 12TH DAY OF NOVEMBER 2019 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

____
Perry Barr, Mayor

ATTEST:

____
Lori Strickler, City Clerk

HUMAN RESOURCES/RISK MANAGER

CLASSIFICATION AND SALARY: Range E, $100,760

JOB SUMMARY:
The Human Resources/Risk Assessment Manager is an overtime-exempt managerial position reporting directly to the City Manager. The Human Resources/Risk Manager is responsible for the development, implementation and coordination of personnel policies and programs to include staffing and retention, labor relations, performance management, training, equal employment opportunity, records, benefits and employee services. As Risk Manager, coordinates all risk identification and evaluation activities related to City property and operations to include oversight of safety programs and training.

ESSENTIAL FUNCTIONS:
Assist with the development, implementation, and coordination of city policies and programs which enable the City of Bethel to achieve established goals and objectives, particularly in the area of personnel programs and benefits.

Recruit qualified applicants for position vacancies and assist Departments in evaluating applicants and hiring employees.

Administer City's personnel activities to include in-processing and orientation, benefits enrollment and reporting, policy awareness and review, retirement savings programs, career progression, disciplinary actions and termination.

Oversee employee evaluation program to include compliance with timeliness and procedural standards; provide Departments with tools and resources to assist in developing human capital and improving employee performance;

Direct the City's Drug and Alcohol Program to comply with federal Department of Transportation motor carrier and transit requirements and non-DOT drug free workplace regulations.

Coordinate human resource activities to ensure legal compliance, fairness and consistency in areas of employment, planning and staffing, compensation, benefit administration, labor/employee relations, training, performance management, organizational development, workforce communications and benefits.

Participate in and consult with Department Heads in the investigation and resolution of employee relations concerns to include coaching and development, formal discipline, risk mitigation and compliance with applicable laws, policies and bargaining agreement(s).

Identify and monitor legal requirements and government reporting regulations.
Train departments and monitor City of Bethel practices to ensure compliance with

Employment/safety laws and regulations.

Effectively administer personnel programs in accordance with federal, State and City regulations, policies and procedures.

Contribute to the annual budget process by identifying costs associated with the City's HR/Risk Management programs.

Participate in local and out-of-area meetings, conferences and training opportunities.

Manages the City's insurance claims programs and analyzes potential financial exposures; establishes loss prevention standards and evaluates alternative approaches to address losses and exposures; develops, implements, and monitors the adjustment of liability, subrogation, and property loss issues, and develops presentations to communicate risk management policies.

Assists with negotiating insurance contracts and financing programs for liability, and workers compensation; monitors the performance of internal and outsourced claims services.

Assists in the preparation of, and monitors, requests for proposals for various contracted services, equipment, and consultants.

Manages claims and loss control activities; coordinates and prioritizes claims workload through ongoing assessment and staff management, and provides assistance as necessary.

Maintains the accuracy and confidentiality of data, records, and files. Ensures the development and maintenance of claims handling procedures and program enhancements to streamline claims processing and mitigate loss.

Organizes and conducts meetings.

Coordinates and implements city-wide safety and health policies, programs and training. Assists departments with specific safety and health related issues pertinent to their operations; ensures compliance with all federal, state and local regulations; ensures regulatory changes that may affect City operations are disseminated, provides recommendations, and monitors compliance.

Responsible for ensuring City compliance with the safety and health standards promulgated by the Occupation Safety & Health Administration (OSHA) Office.

May develop proposals and reports on liability and insurance related issues and present recommendations to City Management, City Council or others.

Negotiates and administers conflict resolution techniques.

Composes correspondence and prepares clear and comprehensive reports.

Ensures reports and studies are appropriately processed in accordance with federal, state, and city laws and ordinances.

Performs other duties as assigned.

MINIMUM QUALIFICATIONS:
Bachelor's Degree in Human Resources, Business Administration, Risk Management or related field, Master's Degree preferred.

3-5 years progressive experience in Human Resource Programs, Risk Management Mitigation, insurance claims management/fraud, Public Safety related investigations or any combination of experience.

Five years of progressively responsible related work experience that may include, but is not limited to: management and supervision of personnel, administration of benefits and pay, and compliance programs, Occupational Safety, Public Safety.

Working knowledge of laws and practices affecting human resource administration and Federal OSHA safety regulations.

PHYSICAL DEMANDS:
To perform this job successfully, an individual must be able to perform each essential duty and meet physical demands satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
The employee must be able to continuously remain in a stationary position; continuously operate a computer; frequently communicate in person, on the telephone, and in writing; frequently read printed reports; occasionally move throughout the office to access files, office equipment, etc; and occasionally travel to various locations off-site.

WORK ENVIRONMENT: Work frequently involves working with others in an office setting. May be required to investigate claims related property damage on-scene, gather and document evidence through both written and photographic means. May require exposure to potential hazardous materials and spills. May require investigation of damage with exposure to inclement weather conditions.

APEI Alaska Public Entity Insurance
www.akpei.com
2233 Jordan Ave. • Juneau, AK 99801
(907) 523-9400 • F (907) 586-2008

October 10, 2019

James Harris, Director of Human Resources
City of Bethel
Bethel AK, 99559

Dear James:

You have brought to APEI's attention that the City of Bethel is considering merging Risk Manager duties with the Human Resources Managers position and have requested APEI's opinion on the benefits of this decision as well as the ramifications if the decision is opposed. In a letter dated October 10, 2018, APEI's Executive Director, Barbara Thurston, expressed support for Risk Manager functions for the City of Bethel and identified several benefits for the City. Those benefits included a reduction in employee injuries and turnover, as well as reduced property losses. Additionally, should the decision be supported, the City can expect increased employee productivity. Ultimately, these benefits can save the City of Bethel money.

A few years ago, APEI and the City of Bethel discussed concerns about the frequency and severity of losses the City was experiencing and how the city was addressing those concerns. APEI came away from those discussions reassured about the direction the city was going with their risk management programs, including the hiring of a Risk Manager, or at a minimum - the addition of collateral Risk Management duties. We did eventually see a decrease in some types of claims. However, since being notified of the elimination of risk manager funding for a full-time position, we have been concerned about the possibility that the gains achieved in reduced claims could backslide.

A particular benefit is oversight of an organization-wide risk assessment and prevention program for the City of Bethel. By working with each city department, a risk manager is uniquely positioned to identify risks that affect more than one department and allow for a coordinated and consistent risk management program throughout the city. This coordinated effort not only allows risk management programs to be applied more consistently, but also reduces the overall cost of the program. A risk manager can also ensure that each department is adhering to the same level of commitment and work with those who need assistance in meeting current or developing new standards. By combining risk management duties, the human resources manager is uniquely positioned to address employee-specific risk management concerns before those concerns became safety or liability issues.

APEI recognizes that, with tight budgets, it's difficult to dedicate funds to a full-time position with benefits that are difficult to quantify. However, as the previous increased focus on risk management in the City of Bethel has shown, there are indeed benefits to having an individual performs this role. We encourage the City of Bethel to make every effort to approve funding. As always, APEI is willing to partner with the city and its HR/risk manager to provide support and tools to develop the city's risk management programs.

If there is any other way APEI can be of assistance to the City of Bethel, please don't hesitate to contact us.

Sincerely,

Carl Mitchell

Carleen Mitchell
Deputy Director

City of Bethel Action Memorandum

Action memorandum No.	19-68		
Date action introduced:	October 22, 2019	Introduced by:	William F. Howell, Acting City Manager
Date action taken:		Approved Denied	
Confirmed by:			

Action Title: Direct Administration to negotiate and execute a contract with AP Triton Consulting, LLC to provide financial services to the City necessary for the City to participate in the Emergency Medical Transportation Services supplemental reimbursement program through the State of Alaska.

Attachment(s): (1) Alaska Emergency Medical Transportation Services Medicaid Supplement Reimbursement Program; (2) AP Triton Professional Services Contract with City of North Kansas City.

Amount of fiscal impact:		Account information:
$5,000 + 3% of collections	Funds in City FY 2020 Budget.	10-60-647

Summary Statement
The State of Alaska Medicaid Program is implementing a voluntary supplemental reimbursement program that makes available Medicaid funding to local governments for Emergency Medical Transportation Services. The Program is in its infancy and requires each unit of local government that wants to participate to complete cost reports and submit supporting documentation. AP Triton has the specialized knowledge, experience, and cost report templates at hand to assist local governments like the City of Bethel.

Bethel Municipal Code 4.20.210 Joint Purchasing allows the City Manager to join other units of government in cooperative purchasing agreements where the best interest of the City is served. AP Triton is willing to allow the City of Bethel to piggyback on the contract AP Triton has with the City of North Kansas City. The contract is currently under review by City legal firm Attorney Michael Gatti.

The FY 2020 Fire Department Budget contains $31,200 in Billing and Collection Services, which is sufficient to cover the expected cost of AP Triton’s services.

AP Triton wants $5,000 a year and 3% of all supplemental reimbursements collected as compensation for them to complete cost reports and provide regular billing and collection services.

Alaska Emergency Medical Transportation Services Medicaid Supplement Reimbursement Program

Background

In 2018, House Bill 176 passed the Alaska Legislature. This bill allows Alaska Medicaid to implement a voluntary supplemental reimbursement program for Emergency Medical Transportation Services (EMTS). This program makes available additional Medicaid funding to local governments and federally recognized tribes or tribal organizations that deliver emergency air, water, and ground medical transportation services to eligible medical assistance recipients. To participate in this program, EMTS providers are required to reimburse the State for their administrative costs.

Similar reimbursement programs for ground emergency medical transportation services are in various implementation stages across the United States. The most recent approved and implemented program is the ground emergency medical transportation program in the State of Washington. Alaska is unique in that the statute also includes water and air ambulance services.

Supplemental Reimbursement Method

The supplement reimbursement program will require EMTS providers to calculate their uncompensated costs for Medicaid EMTS. The uncompensated costs serve as the basis for the providers' additional reimbursement above their regular Medicaid payments. The federal government requires providers to use a federally approved cost report to calculate uncompensated costs. Through this tool, providers will also certify that the public expenditures reported are accurate and comply with the program requirements.

EXAMPLE

EMTS Cost =	$1,500
Medicaid Reimbursement =	$300
Uncompensated Cost =	$1,200
Supplemental Reimbursement =	**$600**
Alaska Federal Share (FMAP 50%)	

EMTS providers will determine total EMTS costs by allocating allowable expenses between EMTS and non EMTS. Total EMTS costs are divided by total EMTS transports to calculate the provider's average EMTS cost per transport. The EMTS cost per transport is multiplied by the total Medicaid transports to calculate total EMTS Medicaid costs. The difference between the EMTS Medicaid costs and all applicable Medicaid reimbursement is the uncompensated costs.

Providers receive only the federal portion of their uncompensated costs. The State of Alaska's Federal Medicaid Assistance Percentage (FMAP) is 50%, which means the federal government pays for 50% of the costs of the Medicaid program. In the example above, the Alaska Medicaid program will reimburse providers for 50% of their uncompensated costs, the federal share of those costs. This means that a provider that have $1,200 in uncompensated costs per transport will receive an additional $600 per eligible transport under this program.

Alaska Medicaid Program Development Process

To implement the EMTS program, Alaska Medicaid and the providers must collaborate to complete the following key milestones.

a. Develop cost report that will calculate provider's supplemental reimbursement amounts.
b. Estimate the federal reimbursements for the EMTS program, subject to appropriations.
c. Develop regulations for rates (payment methodology).
d. Draft State Plan Amendment (SPA), a proposal for federal approval of the program.
e. Release formal public notice.
f. Release formal notification to federally recognized tribes or tribal organizations.
g. Finalize a SPA and submit to Centers for Medicare and Medicaid Services (CMS) for approval.
h. Negotiate and respond to CMS' request for additional information.
i. On CMS approval of SPA, implement the program.
j. Develop methodology to reimburse the State for administrative costs.
k. State notifies providers when they can start submitting their cost reports to process for supplemental reimbursement.

The State estimates that it can submit a SPA to CMS by September 30, 2019, with an effective date of July 1, 2019.

For additional information about this program contact:

Richard Etheridge, Fire Chief Capital City Fire/Rescue at rich.etheridge@juneau.org
Pilar Williams, Project Coordinator, AP Triton at pwilliams@aptriton.com
Todd McDowell, NRP, Manager, Office of EMS, DHSS/Division of Public Health, Section of Rural and Community Health Systems at todd.mcdowell@alaska.gov

AP Triton
Professional Services Agreement

This Agreement, dated as of June 18, 2019, is by and between the City of North Kansas City (**"CITY"**), a Missouri municipal corporation, and AP Triton LLC ("**CONSULTANT**"), a California limited liability company, authorized to do and doing business in the State of Missouri (CITY and CONSULTANT are each a "**Party**" and are collectively the "**Parties**"). The Agreement will be effective upon final execution by all Parties.

1. HEADINGS
Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

2. EXHIBITS
Exhibits A, and B are attached hereto and included by reference.

3. CONSULTANT'S SCOPE OF SERVICES AND CITY RESPONSIBILITIES
CONSULTANT agrees to perform all services described in Exhibit A, Scope of Work, Schedule and Budget, for payment pursuant to Exhibit B, in accordance with the terms and conditions of this Agreement. CITY shall provide complete, accurate and timely information regarding CITY's requirements for the project and shall designate by name a project representative authorized to act on its behalf. CITY shall examine documents or other instruments submitted by CONSULTANT and shall render any decisions necessary promptly in order to avoid unreasonable delay. CITY shall provide any additional materials, other than those CONSULTANT is responsible to provide, that are reasonably necessary to complete the project. CITY shall provide reasonable access to any locations under the control of CITY required for CONSULTANT to perform the services hereunder. Any additional requirements specific to the project will be identified in Exhibit A.

4. TERM
Except as may be earlier terminated as provided in Section 17 of this Agreement, this Agreement shall terminate on June 17, 2020, unless extended by mutual agreement of the Parties in writing.

5. PAYMENT
For all services performed in accordance with the Agreement, payment shall be made to CONSULTANT as provided in Exhibits A and B.

6. INDEPENDENT CONTRACTOR
No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is at all times an independent contractor and can perform work for others. CONSULTANT is not the agent or employee of the CITY in any capacity whatsoever and CITY shall not be liable in any manner for any acts or

Initials MD

omissions by CONSULTANT or for any obligations or liabilities incurred by CONSULTANT, his employees, or agents.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, health insurance, medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees, and CONSULTANT agrees to indemnify and hold CITY harmless from any and all liability which CITY may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of CITY.

CONSULTANT does, by this Agreement, agree to perform its said work and to function at all times in strict accordance with currently approved methods and practices in its field and acknowledges that the sole interest of CITY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the CITY.

Notwithstanding the foregoing, if the CITY in its discretion determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, CITY may upon two (2) weeks' notice to CONSULTANT, withhold from payments otherwise due to CONSULTANT hereunder federal and state income taxes and to pay said sums to the federal and state governments.

7. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall release, hold harmless, defend and indemnify the CITY, its officials, officers, employees and agents from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, including but not limited to those attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this Agreement (collectively

Initials MD

"**Liabilities**"), except where such Liabilities are caused by the active negligence, sole negligence or willful misconduct of any indemnitee. The CITY may, at its own option and costs, participate in the defense of any such claim without relieving CONSULTANT of any obligation hereunder.

8. INSURANCE

CONSULTANT shall maintain at all times during the performance of this Agreement a commercial general liability insurance policy with minimum limits of at least $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations ; an automobile liability insurance policy with a combined limit liability in the amount of $1,000,000 bodily injury and property damage (said policy shall include coverage for owned, non-owned, leased and hired cars); and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of $1,000,000.00 to cover any claims arising out of CONSULTANT's performance of services under this Agreement. All insurance, except professional liability, shall name the CITY, its officials, officers, agents, volunteers and employees as additional insureds and shall provide primary coverage with respect to the CITY.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the City Council of North Kansas City; 2) be evidenced by the original Certificate of Insurance and the insurance carrier's standard form endorsement evidencing the required coverage; and 3) be approved as to form and sufficiency by the CITY and its insurance professionals.

If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of this Agreement, coverage shall survive for a period of not less than five (5) years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement.

If CONSULTANT employs any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the CITY. The workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the CITY; and 2) provide for a waiver of any right of subrogation against the CITY to the extent permitted by law. CONSULTANT shall promptly forward all insurance documents to the CITY.

9. CONFORMITY WITH LAW AND SAFETY; LICENSES, PERMITS AND FEES.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the CITY and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

Initials MD

The CONSULTANT shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. The CONSULTANT shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONSULTANT's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless the City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the CITY hereunder.

10. TRAVEL EXPENSES

CONSULTANT shall be allowed and compensated for reasonable travel expenses to carry out the work of the CITY as approved, in advance, by the CITY in accordance with Attachment B. Prior to incurring such travel expenses, CONSULTANT must first receive the prior written approval of the CITY.

11. TAXES

Payment of all applicable federal, state and local taxes shall be the sole responsibility of the CONSULTANT. CONSULTANT shall indemnify, defend and hold harmless the City against any such taxes, penalties or interest levied, assessed or imposed against the CITY hereunder.

12. OWNERSHIP OF DOCUMENTS

CONSULTANT hereby assigns to the CITY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the CITY, the CONSULTANT, the CONSULTANT's sub-contractors, or third parties at the request of the CONSULTANT (collectively, "Documents and Materials").

CONSULTANT also hereby assigns to the CITY and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in CONSULTANT's information system (s), respecting in any way the subject matter of this Agreement.

CONSULTANT agrees to take such further steps as may be reasonably requested by CITY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the CITY and any assignee of the CITY an express, exclusive and irrevocable royalty-free license to retain and use said Documents and Materials. The rights of the CITY under this Section 12 shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit A to this Agreement have been fully performed or paid for.

During the term of this Agreement CONSULTANT shall be permitted to retain copies, including computerized and reproducible copies, of said Documents and Materials.

Initials MD

13. ACCESS AND RETENTION OF RECORDS

CONSULTANT agrees to provide the CITY and its designees access to all of the CONSULTANT's records related to this Agreement and that the CONSULTANT shall maintain its records related to this Agreement for a period of not less than five (5) years after the final payment to the CONSULTANT is made by the CITY.

14. CONFLICT OF INTEREST

CONSULTANT covenants that it presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which has any interest adverse or potentially adverse to the CITY, as determined in the reasonable judgment of the City Council of the CITY. Entering into this Agreement does not preclude CONSULTANT from working for others as long as CONSULTANT ensures that such work does not constitute a conflict of interest.

15. CONFIDENTIALITY

CONSULTANT agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the CITY will be kept confidential and not be disclosed to any other person or entity except as required by law. CONSULTANT agrees to immediately notify the CITY if it is requested to disclose to others any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflicts of interest and future service provisions and limitations shall remain fully effective for five (5) years after termination of services being provided by CONSULTANT to the CITY hereunder.

16. USE OF CITY PROPERTY

CONSULTANT shall not use CITY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

17. TERMINATION

Either party may terminate this Agreement for default upon five (5) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein. The CITY has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to CONSULTANT. In the event that the CITY should terminate this Agreement for its convenience, CONSULTANT shall be entitled to payment for services provided hereunder, but only for such services performed prior to the effective date of said termination, including travel, accrued as of the date of the termination, which payment shall be per the terms set forth in Exhibit B.

18. ASSURANCE OF PERFORMANCE

If at any time CITY believes CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the

Initials MD Vgr ________

services as required by this Agreement, CITY may, at its option, request from CONSULTANT prompt written assurances of performance and a written plan acceptable to CITY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within ten (10) calendar days of its receipt of CITY's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time shall constitute grounds for termination pursuant to Section 17 of this Agreement.

19. CHOICE OF LAW AND VENUE

CONSULTANT agrees that if a dispute arises in the performance of this Agreement the laws of the State of Missouri will govern. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of the County of Clay, State of Missouri, or any other appropriate court in such county. The CONSULTANT covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

20. ENTIRE AGREEMENT

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CITY and CONSULTANT relating to the subject matter of this Agreement. As used herein, this Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both Parties.

This Agreement and all related obligations and services hereunder are intended for the sole benefit of CITY and CONSULTANT and are not intended to create any third party rights or benefits.

21. MODIFICATION OF AGREEMENT

This Agreement may be supplemented, amended or modified only by the mutual agreement of the Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

Initials MD WJC

22. SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

23. SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the successor, executors, administrators, and assigns of each party to this Agreement, provided, however, that CONSULTANT shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the CITY. Any attempted assignment without such consent shall be invalid.

24. NOTICES

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by a recognized overnight delivery service with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the last facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by facsimile shall be deemed received on the next business day if it is received after 5:00 pm (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

Initials MD MJC

To CITY: City of North Kansas City
Attn: Mayor Don Stielow
2010 Howell Street
North Kansas City, MO 64116

To CONSULTANT: AP Triton Consulting, LLC
Attn: Michael DuRee
1851 Heritage Lane, Suite 138
Sacramento CA 95815

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

25. SIGNATORIES

By signing this agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

26. CORPORATE AUTHORITY. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year above written.

CITY	CONSULTANT
By: Don Stielow	By:
Name: Don Stielow	Name: Michael DuRee
Title: Mayor	Title: CEO / Managing Partner
Date: June 19, 2019	Date: 06.12.2019

 Initials MD

Exhibit A
Scope of Work, Schedule and Budget

1. GROUND EMERGENCY MEDICAL TRANSPORTATION CONSULTING RESPONSIBILITIES

CONSULTANT shall provide consulting services to the CITY as follows:

- CONSULTANT shall annually prepare the cost report that CITY submits to the State of Missouri in order for the CITY to participate in the State's GEMT Program. CONSULTANT shall prepare the cost reports in accordance with all federal, state or municipal laws or regulations.

- CONSULTANT shall provide CITY with the cost report and all supporting documentation to the agreed upon email address. It shall be the CITY's responsibility to file the cost report with the State of Missouri. CITY shall meet CONSULTANT's established deadlines for data submission and document reviews.

- There shall be a cap of 30 hours per month on all services provided, unless extended by mutual agreement of the parties.

- As part of the fee set forth in this Exhibit, CONSULTANT shall provide CITY with four (4) hours of audit assistance, either in person (if the audit is conducted onsite) or through telephone/e-mail (if the audit is a desk audit). Travel expenses will be billed to CITY as set forth in Exhibit B .

- Any programs, projects or additional work beyond the 30 hour monthly cap can be negotiated on a project basis cost by the party's or at $400.00 per hour.

Initials MD TJC

Exhibit B

A. SCHEDULE

Services to be performed under this Agreement will begin at the time the Agreement is executed.

B. TRAVEL

Expenses for travel will be billed based on the current per diem rates as published by the federal government. Travel authorization will be approved by the CITY prior to date of travel.

Related travel expenses such as airfare, hotel, and meals will be billed at actual cost and will be approved by the CITY prior to travel.

C. TOTAL PAYMENT AMOUNT

Services provided by the CONSULTANT under this Agreement shall be completed for a fee of Thirteen Thousand and No/100 Dollars ($13,000), plus 3% of gross GEMT proceeds for a term of one (1) year, which CITY agrees to pay CONSULTANT. The fee schedule referenced herein shall remain unchanged for the term of this Agreement.

Invoices for payment will be provided to the CITY upon the completion of the cost report, to the address provided under this Agreement. Payment will be due within thirty (30) days from receipt of the invoice by the City. It will be the CITY's responsibility to notify CONSULTANT of any changes to the name and/or address on record for the purposes of invoicing.

D. PAYMENT COVERAGE

If a monthly payment schedule is requested by the CITY and agreed to in writing, the monthly payment shall be payment for all services as described in Exhibit A and any approved costs, including unlimited telephone and/or videoconferencing. Personal conference as necessary for completion of the report shall be included up to four (4) times per month.

E. ADDITIONAL SERVICES

Any requests for services beyond the scope of services set forth in Exhibit A shall be billed at the rate of Four Hundred dollars ($400.00) per hour or a negotiated fixed cost for special projects. Performing any services under this provision requires prior written approval of the CITY.

Initials MD

City of Bethel Action Memorandum

Action memorandum No.	19-69		
Date action introduced:	October 22, 2019	Introduced by:	Mayor Barr
Date action taken:		Approved	Denied
Confirmed by:			

Appointment of Committee/Commission member. Robert Rey- Finance Committee.

Amount of fiscal impact:		**Account information:**
x	No fiscal impact	

Action Memorandum 19-69 is sponsored by Mayor Barr at the request of the City Clerk.

Robert Rey has requested appointment to the Finance Committee. If appointed, the term would be three years as an Alternate member with a term expiration of December 31, 2021.

City of Bethel Action Memorandum

Action memorandum No.	AM 19-70		
Date action introduced:	October 22, 2019	Introduced by:	William F. Howell, Acting City Manager
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Approve Lease Agreement with HP for New Computer Hardware

Attachment(s): (1) Finalized Master Operating Lease Agreement; (2) MOLA Incumbency Certificate; (3) Lease Schedule for Computers with Monitors; and (4) Original Quote from CDW-G (Computers)

Amount of fiscal impact:		**Account information:**
	No fiscal impact at this time.	
	Positive impact on City Capital Assets	
$33,434.32	Funds in City FY 2020 Budget.	10-55-732

Summary Statement

Planning was made by the IT Director to set aside funding in the FY20 budget for the purchase of sixty-five (65) new HP desktop computers with monitors through CDW-G for the purposes of the City of Bethel's computer hardware rotation.

It was determined that the best way forward, financially, to procure the needed hardware was to do so under a three-year lease. Three years is the typical hardware rotation period for end-user computers. The computers will also have a three-year warranty that covers them for the life of the lease. Due to the difficulty in sending equipment back from Bethel, the City is opting for a $1 buyout at lease maturity on the computer hardware.

The City has chosen the hardware through the cooperative purchasing contract, State of Alaska Naspo Valuepoint (vetted by the City's Legal Department), and so no competitive bidding process was necessary in selecting the hardware distributor.

Funding is present and ready for the computer hardware. CDW-G will be supplying the hardware.

Legal has been back and forth with HP to get the absolute best terms possible for the City of Bethel regarding this leased hardware. The attached Master Operating Lease Agreement reflects those efforts.

Lessee's Organization Number ______________
Lessee's Tax Identification Number 92-6001644
Lessee's UCC Section 9-307 Location _____________

STATE AND LOCAL GOVERNMENT MASTER OPERATING LEASE AGREEMENT

This State and Local Government Master Operating Lease Agreement (together with Exhibits A and B attached hereto and hereby made a part hereof, (this "Master Agreement"), dated as of October 4, 2019, is entered into by and between Hewlett-Packard Financial Services Company,[1] a Delaware corporation ("Lessor"), and City of Bethel Alaska, an agency, department or political subdivision of the State of Alaska ("Lessee"). Capitalized terms used in this Master Agreement without definition have the meanings ascribed to them in Section 30.

1. PURPOSE OF MASTER AGREEMENT. The purpose of this Master Agreement is to set forth the general terms and conditions upon which Lessor shall lease to Lessee, and Lessee shall lease from Lessor, items of Hardware, Software or both (such Hardware and Software being collectively referred to as "Equipment").

2. COMMENCEMENT PROCEDURES. Subject to the other terms and conditions contained in this Master Agreement and the applicable Schedule, Lessee shall enter into individual Leases (hereinafter defined) with Lessor as follows:
(a) Execution of Schedule. Lessor and Lessee mutually agree to enter into a Lease by executing a Schedule in the form of Exhibit A with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Each such Schedule shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased under such Schedule (other than items of System Software, which shall be deemed to be items of Software leased under the Schedule pursuant to which the related items of Hardware are leased). Each Schedule, when executed by both Lessee and Lessor, together with this Master Agreement, shall constitute a separate and distinct lease ("Lease"), enforceable according to its terms. In the event of any conflict between the terms of this Master Agreement and such Schedule, the provisions of the Schedule shall govern.
(b) Acceptance; Initial Term of Leases. Lessee shall accept the Equipment subject to a Lease in accordance with Section 3. The Initial Term of each Lease shall begin on the Acceptance Date of the Equipment subject to such Lease and shall continue for the period described in the applicable Schedule unless a Nonappropriation shall have occurred.
(c) Adjustments to Schedule. Lessee acknowledges that the Total Cost of Equipment and the related Rent payments set forth in any Schedule may be estimates, and if the final invoice from the Seller attached to the related Acceptance Certificate(s) specifies a Total Cost that is less than the estimated Total Cost set forth in the Schedule, Lessee hereby authorizes Lessor to reduce the applicable Total Cost and Rent payment on the Schedule by up to ten percent (10%) to reflect such final invoice amount (the "Final Invoice Amount"). All references in this Master Agreement and any Schedule to Total Cost and Rent shall mean the amounts thereof specified in the applicable Schedule, as adjusted pursuant to this paragraph.
(d) Payment by Lessor. Within 30 days after Lessee's delivery to Lessor of a properly completed and executed Acceptance Certificate and all other documentation necessary to establish Lessee's acceptance of such Equipment under the related Lease and Lessor's acceptance of such Acceptance Certificate, Lessor shall pay for the Equipment. Lessor shall not accept the Acceptance Certificate until it has received from Lessee (1) evidence of insurance with respect to the Equipment in compliance with Section 13 hereof, (2) an opinion of Lessee's counsel, if required by Lessor, in form and substance reasonably satisfactory to Lessor and (3) any other documents or items reasonably required by Lessor. Notwithstanding the foregoing, Lessor shall not be obligated to pay for the Equipment if a Lessee Default has occurred or an event has occurred and is continuing that with the passage of time or provision of notice would constitute a Lessee Default.

3. ACCEPTANCE OF EQUIPMENT. (a) Inspection of Equipment. Lessee agrees to inspect all Equipment as soon as reasonably practicable after the delivery thereof to Lessee.
(b) Acceptance Certificate. Upon the satisfactory inspection of the Equipment by Lessee, or if acceptance requirements for such Equipment are specified in the applicable Purchase Documents, as soon as such requirements are met, Lessee shall unconditionally and irrevocably (for purposes of this Master Agreement) accept the Equipment by executing and delivering to Lessor a properly completed Acceptance Certificate in substantially the form of Exhibit B.

4. LESSEE'S END-OF-LEASE-TERM OPTIONS. Lessee shall have the following options in respect of each Lease at the end of each of the Initial Term:
a. **Purchase Option.** Lessee elects to purchase all Units of Equipment subject to the Lease (other than items of Software that may not be sold by Lessor under the terms of any applicable License Agreement) for an amount equal to the One Dollar ($1.00), which will be added to the final invoice, provided no Lessee Default shall have occurred and be continuing. If Lessee shall have paid the applicable purchase price and shall have fulfilled the terms and conditions of this Master Agreement, then on the last day of the Then Applicable Term (1) the Lease with respect to such Units of Equipment shall terminate and, except as provided in Section 26, Lessee shall be relieved of all of its obligations in favor of Lessor with respect to such Units of Equipment, and (2) Lessor shall transfer all of its

[1] Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

interest in such Units of Equipment to Lessee "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor.
b. Return. Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to the expiration of the Initial Term, to return any or all of the Units of Equipment then subject to such Lease in accordance with Section 10 of this Master Agreement.

5. RENT; LATE CHARGES. As rent ("Rent") for the Equipment under any Lease, Lessee agrees to pay the amounts specified in the applicable Schedule on the due dates specified in the applicable Schedule. Lessee agrees to pay Lessor interest on any Rent payment or other amount due hereunder that is not paid within 10 days of its due date, at the rate of 1-1/2% per month (or such lesser rate as is the maximum rate allowable under applicable law). Lessee will make provision for such payments in budgets submitted to its governing body for the purpose of obtaining funding for the payments. Lessor shall submit invoice to Lessee at least forty-five (45) days prior to the due date; notwithstanding, failure to submit such invoice shall not relieve or excuse payment of Rent by Lessee. For the avoidance of doubt, all payments due by Lessee under the terms of this Master Agreement, Lease and Schedule(s) are subject Section 7 hereof.

6. LEASES NON-CANCELABLE; NET LEASES; WAIVER OF DEFENSES TO PAYMENT. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT EACH LEASE HEREUNDER SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 7 HEREOF), AND THAT EACH LEASE HEREUNDER IS A NET LEASE (SO THAT AMONG OTHER THINGS LESSEE SHALL PAY IN ADDITION TO THE RENT, TAXES, INSURANCE AND MAINTENANCE CHARGES RELATED TO THE EQUPMENT), EXCEPT AS SET FORTH IN SECTION 7 HEREOF. LESSEE AGREES THAT IT HAS AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE, SUBJECT TO SECTION 7 HEREOF. LESSEE HEREBY WAIVES ANY RECOUPMENT, CROSS-CLAIM, COUNTERCLAIM OR ANY OTHER DEFENSE AT LAW OR IN EQUITY TO ANY RENT OR OTHER AMOUNT DUE WITH RESPECT TO ANY LEASE, WHETHER ANY SUCH DEFENSE ARISES OUT OF THIS MASTER AGREEMENT, ANY SCHEDULE, ANY CLAIM BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNEES OR SUPPLIER OR OTHERWISE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE OR INTEGRATE AS REPRESENTED OR WARRANTED BY SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, LESSEE WILL MAKE ANY CLAIM ON ACCOUNT OF THOSE ISSUES SOLELY AGAINST SUPPLIER AND WILL NEVERTHELESS PAY ALL SUMS DUE WITH RESPECT TO EACH LEASE, SUBJECT TO SECTION 7 HEREOF.

7. NONAPPROPRIATION. Notwithstanding anything contained in this Master Agreement, Lease, or Schedule to the contrary, in the event that sufficient funds are not appropriated and budgeted by Lessee's governing body in any fiscal period for the payment of Rent and other amounts due under any Lease, the Lease shall terminate on the last day of the fiscal period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Rent payments or other amounts herein agreed upon for which funds shall have been appropriated. Lessee will immediately notify the Lessor or its assignee of such occurrence. In the event of such termination, Lessee shall immediately cease all use of the Equipment, and shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure, and return the Equipment subject to such Lease to Lessor (all in accordance with Section 10 of this Master Agreement). Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by this Lease, shall be free and clear of any liens (except Lessor's lien) and shall comply with all applicable laws and regulations. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. At Lessor's request, Lessee shall promptly provide supplemental documentation as to such Non-Appropriation satisfactory to Lessor. Lessee's exercise of its rights pursuant to this Section 7 shall not affect the survival of any indemnity and other provisions (other than the obligation to lease the Equipment and pay amounts due under the Lease) which survive the termination of the Lease.

8. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee assigns to Lessor all of Lessee's right, title and interest in and to (a) the Equipment described in each Schedule, and (b) the Purchase Documents relating to such Equipment. Such assignment of the Purchase Documents is an assignment of rights only; nothing in this Master Agreement shall be deemed to have relieved Lessee of any obligation or liability under any of the Purchase Documents, except that, as between Lessee and Lessor, Lessor shall pay for the Equipment in accordance with Section 2(d) hereof. Lessee represents and warrants that it has reviewed and approved the Purchase Documents. In addition, if Lessor shall so request, Lessee shall deliver to Lessor a document acceptable to Lessor whereby Seller acknowledges and provides any required consent to such assignment. For the avoidance of doubt, Lessee covenants and agrees that it shall at all times during the Term of each Lease comply in all respects with the terms of any License Agreement relating to any Equipment leased thereunder. **IT IS ALSO SPECIFICALLY UNDERSTOOD AND AGREED THAT NEITHER SUPPLIER NOR ANY SALESPERSON OF SUPPLIER IS AN AGENT OF LESSOR, NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER ANY TERMS OF THIS MASTER AGREEMENT OR ANY SCHEDULE.**

9. ASSIGNMENT OF SUPPLIER WARRANTIES. To the extent permitted by law and the Purchase Documents, Lessor hereby assigns to Lessee, for the Term of any Lease, all Equipment warranties provided by any Supplier in the applicable Purchase Documents. Lessee shall have the right to take any action it deems appropriate to enforce such warranties provided such enforcement is pursued in Lessee's name and at its expense. In the event Lessee is precluded from enforcing any such warranty in its name, Lessor shall, upon Lessee's request, take reasonable steps to enforce such warranty without unreasonable delay. In such circumstances, Lessee shall, promptly upon demand, reimburse Lessor for all expenses incurred by Lessor in enforcing the Supplier warranty. Any recovery resulting from any such enforcement efforts shall be divided among Lessor and Lessee as their interests may appear.

10. EQUIPMENT RETURN REQUIREMENTS. At any time Lessee is required to return Equipment to Lessor under the terms of this Master Agreement or any Schedule, Lessee shall (a) wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, and (b) pack the Equipment to be returned to Lessor in accordance with the manufacturer's guidelines and deliver such Equipment to Lessor at any destination within the continental United States designated by Lessor. In the case of any item of Software or License Agreement subject to a Schedule, at the time of the occurrence of a Non-Appropriation or a Lessee Default, Lessee shall also be automatically deemed to have reassigned any License Agreement, and shall immediately de-install and deliver to Lessor all Software, together with the original certificate of authenticity issued by the licensor of such Software, if any. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. All Equipment shall be returned to Lessor in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted, and except in the case of PC Equipment and Software, shall qualify for maintenance service by the Supplier at its then standard rates for Equipment of that age, if available. Lessee shall be responsible for, and shall reimburse Lessor promptly on demand for the cost of returning the Equipment to good working condition or, in the case of Equipment other than PC Equipment and Software, qualifying the Equipment for the Supplier's maintenance service, if available.

11. EQUIPMENT USE, MAINTENANCE, AND ADDITIONS. Lessee is solely responsible for the selection, installation, operation and maintenance of the Equipment and all costs related thereto, including shipping charges. Lessee shall at all times operate and maintain the Equipment in good working order, repair, condition and appearance, and in accordance with the manufacturer's specifications and recommendations. On reasonable prior notice to Lessee, Lessor and Lessor's agents shall have the right, during Lessee's normal business hours and subject to Lessee's reasonable, standard security procedures, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment and observing its use. If Lessor shall have provided to Lessee any tags or identifying labels, Lessee shall, at its expense, affix and maintain in a prominent position on each item of Equipment such tags or labels to indicate Lessor's ownership of the Equipment. Except in the case of PC Equipment and Software, Lessee shall, at its expense, enter into and maintain and enforce at all times during the Term of each Lease a maintenance agreement to service and maintain the related Equipment, upon terms and with a provider reasonably acceptable to Lessor. Lessee shall make no alterations or additions to the Equipment, except those that (a) will not void any warranty made by the Supplier of the Equipment, result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value or use of the Equipment either at the time made or at the end of the Term of the applicable Lease, and are readily removable without damage to the Equipment ("Optional Additions"), or (b) are required by any applicable law, regulation or order. All additions to the Equipment or repairs made to the Equipment, except Optional Additions, become a part of the Equipment and Lessor's property at the time made; Optional Additions which have not been removed in the event of the return of the Equipment shall become Lessor's property upon such return.

12. EQUIPMENT OWNERSHIP; LIENS; LOCATION. As between Lessor and Lessee, Lessor is the sole owner of the Equipment and has sole title thereto, Lessee shall not make any representation to any third party inconsistent with Lessor's sole ownership of the Equipment. Lessee covenants with respect to each Lease that: (i) it will not pledge or encumber the Equipment or Lessor's interest in the Equipment in any manner whatsoever nor create or permit to exist any levy, lien or encumbrance thereof or thereon except those created by or through Lessor; (ii) the Equipment shall remain personal property whether or not affixed to realty and shall not become a fixture or be made to become a part of any real property on which it is placed without Lessor's prior written consent; and (iii) Lessee shall maintain the Equipment so that it does not become essential to and may be removed from any building in which it is placed without any damage to the building or the Equipment. Lessee may permit use of the Equipment by its affiliates or independent contractors at the Equipment Location provided it does not relinquish possession and control of the Equipment. Provided Lessee remains in possession and control of the Equipment, Lessee may relocate any Equipment from the Equipment Location specified in the applicable Schedule to another of its locations within the State of the Equipment Location upon prior written notice to Lessor specifying the new Equipment Location or to another of its locations within the United States after receiving the written consent of Lessor to such relocation. Lessee shall not locate or relocate any Equipment such that any third party comes into possession or control thereof without Lessor's prior written consent; provided, however, that Lessor shall not unreasonably withhold its consent to the location or relocation of Equipment to a third party co-location or hosting facility if such third party shall have executed and delivered to Lessor a waiver agreement in form and substance acceptable to Lessor pursuant to which, among other things, such third party shall have waived any rights to the Equipment and agreed to surrender the Equipment to Lessor in the event of a Lessee Default under this Master Agreement. Notwithstanding the foregoing, Lessor agrees that computer equipment usable outside of a fixed office environment, such as laptops, notebooks or similar PC Equipment (collectively, "Mobile PC Equipment") may be relocated on a non-permanent basis from the Equipment Location originally specified in the applicable Schedule without Lessor's prior written consent, provided that (i) such relocation is made by Lessee's primary employee in the custody and control of such Mobile PC Equipment; (ii) the primary employee remains in possession and control of the Mobile PC Equipment, and (iii) the primary employee's principal office is the Equipment Location. For purposes of this Master Agreement and any applicable Schedule, the term Equipment shall be deemed to include all Mobile PC Equipment.

13. RISK OF LOSS AND INSURANCE. Lessee assumes any and all risk of loss or damage to the Equipment from the time such Equipment is delivered to Lessee until such Equipment is returned to and is received by Lessor in accordance with the terms and conditions of this Master Agreement. Lessee agrees to keep the Equipment insured at Lessee's expense against all risks of loss from any cause whatsoever, including without limitation, loss by fire (including extended coverage), theft and damage. Lessee agrees that such insurance shall name Lessor as a loss payee and cover not less than the replacement value of the Equipment. Lessee also agrees that it shall carry commercial general liability insurance in an amount not less than $2,000,000 total liability per occurrence and cause Lessor and its affiliates and its and their successors and assigns, to be named additional insureds under such insurance. Each policy shall provide that the insurance cannot be canceled without at least 30 days' prior written notice to Lessor, and no policy shall contain a deductible in excess of $25,000. Upon Lessor's prior written consent, in lieu of maintaining insurance obtained by third party insurance carriers, Lessee may self insure against such risks, provided that Lessor's interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect with such insurance risk. Lessee shall provide to Lessor (a) on or prior to the Acceptance Date for each Lease, and from time to time thereafter, certificates of insurance evidencing such insurance coverage throughout the Term of each Lease, and (b) upon Lessor's request, copies of the insurance policies. If Lessee fails to provide Lessor with such evidence, then Lessor will have the right, but not the obligation, to purchase such insurance protecting Lessor at Lessee's expense. Lessee's expense shall include the full premium paid for such insurance and any customary charges, costs or fees of Lessor. Lessee agrees to pay such amounts in substantially equal installments allocated to each Rent payment (plus interest on such amounts at the rate of 1-1/2% per month or such lesser rate as is the maximum rate allowable under applicable law), subject to Section 7 hereof.

14. CASUALTY LOSS. Lessee shall notify Lessor of any Casualty Loss to any Equipment as soon as reasonably practicable after the date of any such occurrence but in no event later than 30 days after such occurrence. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall (a) at Lessee's option provided no Lessee Default has occurred nor an event that with the passage of time or provision of notice would constitute a Lessee Default has occurred and is continuing or (b) at Lessor's option if a Lessee Default has occurred or an event that with the passage of time or provision of notice would constitute a Lessee Default has occurred and is continuing (1) subject to Section 7 hereof, pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss, or (2) substitute and replace each item of Equipment suffering the Casualty Loss with an item of Substitute Equipment. If Lessee shall pay the Stipulated Loss Value of the Equipment suffering a Casualty Loss, upon Lessor's receipt in full of such payment the applicable Lease shall terminate as it relates to such Equipment and, except as provided in Section 26, Lessee shall be relieved of all obligations under the applicable Lease as it relates to such Equipment. If Lessee shall replace Equipment suffering a Casualty Loss with items of Substitute Equipment (i) the applicable Lease shall continue in full force and effect without any abatement of Rent with such Substitute Equipment thereafter being deemed to be Equipment leased thereunder, and (ii) Lessee shall deliver to Lessor a bill of sale or other documentation, in either case in form and substance satisfactory to Lessor, in which Lessee shall represent and warrant that it has transferred to Lessor good and marketable title to all Substitute Equipment, free and clear of all liens, encumbrances and claims of others. Upon Lessor's receipt of such payment of Stipulated Loss Value in full, or such bill of sale or other documentation, as the case may be, Lessor shall transfer to Lessee all of Lessor's interest in the Equipment suffering the Casualty Loss "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. In the event of any repairable damage to any Equipment, the Lease shall continue with respect to such Equipment without any abatement of Rent and Lessee shall, at its expense, from insurance proceeds or other funds legally available, promptly cause such Equipment to be repaired to the condition it is required to be maintained pursuant to Section 11.

15. TAXES. Lessor shall report and pay all Taxes now or hereafter imposed or assessed by any governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be reported and paid by Lessee. Lessee shall promptly reimburse Lessor for all such Taxes paid by Lessor, together with any penalties or interest in connection therewith attributable to Lessee's acts or failure to act, excluding (a) Taxes on or measured by the overall gross or net income or items of tax preference of Lessor, (b) as to any Lease the related Equipment, Taxes attributable to the period after the return of such Equipment to Lessor, and (c) Taxes imposed as a result of a sale or other transfer by Lessor of any portions of its interest in any Lease or in any Equipment except for a sale of other transfer to Lessee or a sale or other transfer occurring after and during the continuance of any Lessee Default.

16. GENERAL LIABILITY. As between Lessor and Lessee, to the extent permitted by law, Lessee shall bear sole liability for any and all Claims arising directly or indirectly out of or in connection with any matter involving this Master Agreement, the Equipment or any Lease, including but not limited to the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use (including any patent, trademark or copyright infringement), condition, return or operation of any Equipment or the enforcement of Lessor's rights under any Lease. Notwithstanding the foregoing, Lessee shall have no obligation to defend against any Claim arising solely as a result of Lessor's gross negligence or willful misconduct. In no event shall Lessee be responsibility or liable for any Claim arising directly in connection with Lessor's action or inaction as Lessor under the terms of this Master Agreement,

17. COVENANT OF QUIET ENJOYMENT. So long as no Lessee Default exists, and no event shall have occurred and be continuing which, with the giving of notice or the passage of time or both, would constitute a Lessee Default, neither Lessor nor any party acting or claiming through Lessor, by assignment or otherwise, will disturb Lessee's quiet enjoyment of the Equipment during the Term of the related Lease.

18. DISCLAIMERS AND LESSEE WAIVERS. LESSEE LEASES THE EQUIPMENT FROM LESSOR "AS IS, WHERE IS". IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 17, LESSOR MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY, OPERATION, OR CONDITION OF ANY EQUIPMENT (OR ANY PART THEREOF), THE MERCHANTABILITY OR FITNESS OF EQUIPMENT FOR A PARTICULAR PURPOSE, OR ISSUES REGARDING PATENT INFRINGEMENT, TITLE AND THE LIKE; (B) LESSOR SHALL NOT BE DEEMED TO HAVE MADE, BE BOUND BY OR LIABLE FOR, ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY THE SUPPLIER OF ANY EQUIPMENT (EVEN IF LESSOR IS AFFILIATED WITH SUCH SUPPLIER); (C) LESSOR SHALL NOT BE LIABLE FOR ANY FAILURE OF ANY EQUIPMENT OR ANY DELAY IN THE DELIVERY OR INSTALLATION THEREOF; (D) LESSEE HAS SELECTED ALL EQUIPMENT WITHOUT LESSOR'S ASSISTANCE; AND (E) LESSOR IS NOT A MANUFACTURER OF ANY EQUIPMENT. IT IS FURTHER AGREED THAT LESSOR SHALL HAVE NO LIABILITY TO LESSEE, LESSEE'S CUSTOMERS, OR ANY THIRD PARTIES FOR ANY INCIDENTAL,

INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS MASTER AGREEMENT OR ANY SCHEDULE OR CONCERNING ANY EQUIPMENT, OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY OR LESSOR'S NEGLIGENCE; PROVIDED, HOWEVER, THAT NOTHING IN THIS MASTER AGREEMENT SHALL DEPRIVE LESSEE OF ANY RIGHTS IT MAY HAVE AGAINST ANY PERSON OTHER THAN LESSOR. LESSOR AND LESSEE AGREE THAT THE LEASES SHALL BE GOVERNED BY THE EXPRESS PROVISIONS OF THIS MASTER AGREEMENT AND THE OTHER FUNDAMENTAL AGREEMENTS AND NOT BY THE CONFLICTING PROVISIONS OF ANY OTHERWISE APPLICABLE LAW. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC (INCLUDING, BUT NOT LIMITED TO, LESSEE'S RIGHTS, CLAIMS AND DEFENSES UNDER UCC SECTIONS 2A-303 AND 2A-508 THROUGH 2A-522) AND THOSE RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE, IN EITHER CASE THAT ARE INCONSISTENT WITH OR THAT WOULD LIMIT OR MODIFY LESSOR'S RIGHTS SET FORTH IN THIS MASTER AGREEMENT.

19. LESSEE WARRANTIES. Lessee represents, warrants and covenants to Lessor with respect to each Lease that: (a) Lessee is an agency or department of, or a political subdivision of the state in which it is located; (b) Lessee has the power and authority to enter into each of the Fundamental Agreements; (c) all Fundamental Agreements are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their terms and do not violate or create a default under any instrument or agreement binding on Lessee; (d) there are no pending or threatened actions or proceedings before any court or administrative agency that could reasonably be expected to have a material adverse effect on Lessee or any Fundamental Agreement, unless such actions have been disclosed to Lessor and consented to in writing by Lessor; (e) Lessee shall comply in all material respects with all laws and regulations the violation of which could have a material adverse effect upon the Equipment or Lessee's performance of its obligations under any Fundamental Agreement; (f) each Fundamental Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (g) all financial statements, certificates or summaries relating to Lessee's financial condition, fiscal budget or the assessment and collection of taxes and other related information furnished by Lessee shall be prepared in accordance with generally accepted accounting principles in the United States in effect at that time and shall fairly present Lessee's financial position as of the dates given on such statements; (h) since the date of the most recent annual financial statement, there has been no material adverse change in the financial condition of, or the level of assessment or collection of taxes by, the Lessee; (i) the Equipment, subject to the Lease, is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the Term of the Lease only by Lessee and only to perform such function; (j) Lessee intends to use the Equipment for the entire Term of the Lease and all Equipment will be used for business purposes only and not for personal, family or household purposes; (k) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment; (l) there has been no material change in the budget for Lessee's current Fiscal Period since its adoption; (m) Lessee's obligations to pay Rent and any other amounts due under the Lease constitute a current expense and not a debt of Lessee under applicable state law; (n) no provision of this Master Agreement, the Lease, or Schedule constitutes, or shall constitute, a pledge of the tax or general revenues of Lessee; (o) Lessee does not export, re-export, or transfer any Equipment, Software, system software or source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States government and other applicable governments; (p) Lessee does not use any Equipment, Software or system software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and (q) Lessee is not an entity designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

20. DEFAULT. Any of the following events shall constitute a default by Lessee (a "Lessee Default") under this Master Agreement and all Leases: (a) subject to Section 7 hereof, Lessee fails to pay any Rent payment or any other amount payable to Lessor under this Master Agreement or any Schedule within 10 days after its due date; or (b) Lessee defaults on or breaches any of the other terms and conditions of any Material Agreement, and fails to cure such breach within 10 days after written notice thereof from Lessor; or (c) any representation or warranty made by Lessee in any Material Agreement proves to be incorrect in any material respect when made or reaffirmed; or (d) any change occurs in relation to Lessee's financial condition that, in Lessor's opinion, would have a material adverse effect on Lessee's ability to perform its obligations under this Master Agreement or under any Schedule; or (e) Lessee becomes insolvent or fails generally to pay its debts as they become due; or (f) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency or receivership law is filed by or against Lessee (and if such proceeding is involuntary, it is not dismissed within 60 days after the filing thereof) or Lessee takes any action to authorize any of the foregoing matters; or (g) any letter of credit or guaranty issued in support of a Lease is revoked, breached, canceled or terminated (unless consented to in advance by Lessor); or (h) any Equipment is levied against, seized or attached. For the avoidance of doubt, in no event shall a non-appropriation pursuant to Section 7 hereof in connection with the terms and conditions of this Master Agreement, the Lease or the Schedule constitute, or cause, any Lessee Default hereunder.

21. REMEDIES. If a Lessee Default occurs, and be continuing following any applicable cure period, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare all amounts due and to become due during Lessee's current fiscal year under any or all Leases to be immediately due and payable; or (b) terminate this Master Agreement or any Lease; or (c) take possession of, or render unusable, any Equipment wherever the Equipment may be located, without demand or notice and without any court order or other process of law in accordance with Lessee's reasonable security procedures, and no such action shall constitute a termination of any Lease; or (d) require Lessee to deliver the Equipment to a location specified by Lessor; or (e) declare the Stipulated Loss Value for any or all Equipment to be due and payable as liquidated damages for loss of a bargain and not as a penalty and in lieu of any further Rent payments under the applicable Lease or Leases; or (f) proceed by court action to enforce performance by Lessee of any Lease and/or to recover all damages and expenses incurred by Lessor by reason of any Lessee Default; or (g) terminate any other agreement that Lessor may have with Lessee; or (h) exercise any other right or remedy available to Lessor at law or in equity. Also, Lessee shall pay Lessor (i) all costs and expenses that Lessor may incur to maintain, safeguard or preserve the Equipment, and other expenses incurred by Lessor in enforcing any of the terms, conditions or provisions of this Master Agreement (including reasonable legal fees and collection agency costs) and (ii) all costs incurred by Lessor in exercising any of its remedies hereunder (including reasonable legal fees). Upon repossession or surrender of any Equipment, Lessor will lease, sell or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof to the amounts owed to Lessor under this Master Agreement; provided, however, that Lessee will remain liable to Lessor for any deficiency that remains after any sale or lease of such Equipment. Any proceeds of any sale or lease of such Equipment in excess of the amounts owed to Lessor under this Master Agreement will be retained by Lessor. Lessee agrees that with respect to any notice of a sale required by law to be given, 10 days' notice will constitute reasonable notice. With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or other Collateral securing Lessee's obligations under any Schedule, Lessee acknowledges and agrees as follows: (i) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment or any other Collateral for disposition, (ii) Lessor may comply with any applicable state or federal law requirements in connection with any disposition of the Equipment or other Collateral, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition, and (iii) Lessor may convey the Equipment and any other Collateral on an "AS IS, WHERE IS" basis, and without limiting the generality of the foregoing, may specifically exclude or disclaim any and all warranties, including any warranty of title or the like with respect to the disposition of the Equipment or other Collateral, and no such conveyance or such exclusion or such disclaimer of any warranty shall be deemed to have adversely affected the commercial reasonableness of any such disposition. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

22. PERFORMANCE OF LESSEE'S OBLIGATIONS. If Lessee fails to perform any of its obligations hereunder, Lessor may perform any act or make any payment that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment and Lessor's interests therein; provided, however, that the performance of any act or payment by Lessor shall not be deemed a waiver of, or release Lessee from, the obligation at issue. All sums so paid by Lessor, together with expenses (including legal fees and costs) incurred by Lessor in connection therewith, shall be paid to Lessor by Lessee immediately upon demand subject to Section 7 hereof.

23. PUBLIC NOTICE OF OWNERSHIP Each Lease is intended to be a "Finance Lease" as defined in Article 2A of the UCC, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. The parties' intent that each Lease be a "Finance Lease" within the meaning of Article 2A and the UCC shall have no effect on the characterization of any Lease for accounting purposes, which characterization shall be made by each party independently on the basis of generally accepted accounting principles in the United States in effect at the time. Lessee, by its execution of each Schedule, acknowledges that Lessor has informed it that (a) the identity of Seller is set forth in the applicable Schedule, (b) Lessee is entitled under Article 2A of the UCC to the promises and warranties, including those of any third party, provided to Lessor in connection with, or as a part of, the applicable Purchase Documents, and (c) Lessee may communicate with Seller and receive an accurate and complete statement of the promises and warranties, including any disclaimers and limitations of them or of remedies. Lessee hereby grants Lessor a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including, without limitation, insurance proceeds) thereto. In any such event, notwithstanding any provisions contained in this Master Agreement or in any Schedule, neither Lessor nor any Assignee shall be entitled to receive, collect or apply as interest any amount in excess of the maximum rate or amount permitted by applicable law. In the event Lessor or any Assignee ever receives, collects or applies as interest any amount in excess of the maximum amount permitted by applicable law, such excess amount shall be applied to the unpaid balance and any remaining excess shall be refunded to Lessee.

24. ASSIGNMENT. Lessor shall have the unqualified right to sell, assign, grant a security interest in or otherwise convey any part of its interest in this Master Agreement, any Lease or any Equipment, in whole or in part, without prior notice to or the consent of Lessee, subject to the terms and conditions of this Master Agreement, Lease or Schedule, as applicable. If any Lease is sold, assigned, or otherwise conveyed, Lessee agrees that Lessor's purchaser, assignee or transferee, as the case may be ("Assignee") shall (a) have the same rights, powers and privileges that Lessor has under the applicable Lease, and (b) have the right to receive from Lessee all amounts due under the applicable Lease; and (c) not be required to perform any obligations of Lessor, other than those that are expressly assumed in writing by such Assignee. Any obligations not assumed by Assignee shall be retained by Lessor. Lessee agrees to execute such acknowledgements to such assignment as may be reasonably requested by Lessor or the Assignee. Lessee further agrees that, in any action brought by such Assignee against Lessee to enforce Lessor's rights hereunder, Lessee will not assert against such Assignee any set-off, defense or counterclaim that Lessee may have against Lessor or any other person. Unless otherwise specified by Lessor and the Assignee, Lessee shall continue to pay all amounts due under the applicable Lease to Lessor; provided, however, that upon notification from Lessor and the Assignee, Lessee covenants to pay all amounts due under the applicable Lease to such Assignee when due and as directed in such notice. Lessee further agrees that any Assignee may further sell, assign, grant a security interest in or otherwise convey its rights and interests under the applicable Lease with the same force and effect as the assignment described herein. Lessee may not assign, transfer, sell, sublease, pledge or otherwise dispose of this Master Agreement, any Lease, any Equipment or any interest therein. Notwithstanding the forgoing, Lessor hereby covenants and agrees, regardless of any assignment of interests provided for in this Master Agreement, that Lessee shall will be able to possess all Equipment in peace, without disturbance by hostile claimants, in the absence of a Lessee Default.

25. FURTHER ASSURANCES. Lessee agrees to promptly execute and deliver to Lessor such further documents and take such further action as Lessor may require in order to more effectively carry out the intent and purpose of this Master Agreement and any

Schedule. Without limiting the generality of the foregoing, Lessee agrees (a) to furnish to Lessor from time to time, its certified financial statements, officer's certificates and appropriate resolutions, opinions of counsel and such other information and documents as Lessor may reasonably request, and (b) to execute and timely deliver to Lessor such documents that Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's interest in the Equipment. It is also agreed that Lessor or Lessor's agent may file as a financing statement, any lease document (or copy thereof, where permitted by law) or other financing statement that Lessor deems appropriate to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's interest in the Equipment. Upon demand, Lessee will promptly reimburse Lessor for any filing or recordation fees or expenses (including legal fees and costs) incurred by Lessor in perfecting or protecting its interests in any Collateral. Notwithstanding the foregoing, so long as no Lessee Default has occurred, Lessor shall be responsible for any filing or recordation fees or expenses incurred in perfecting or registering Lessor's interests in the Equipment (including any costs or fees to record the initial financing statements upon execution of this Master Agreement or any applicable Schedule, amendment filings relating to coterminous additions to the Equipment and any continuation filings and releases); except that Lessee shall promptly reimburse Lessor for any filing or recordation fees or expenses (including legal fees and costs incurred in perfecting or protecting its interests in the Equipment) to the extent such additional filing or recording is triggered by Lessee's decision to change the jurisdiction in which the Equipment is located or by other amendments requested by Lessee. Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's full and accurate legal name and that the information set forth on the first page hereof regarding its organization number, tax identification number and location is true and correct as of the date hereof. Lessee further agrees to provide Lessor advance written notice of any change in the foregoing.

26. TERM OF MASTER AGREEMENT; SURVIVAL. This Master Agreement shall commence and be effective upon the execution hereof by both parties and shall continue in effect until terminated by either party by 30 days prior written notice to the other, provided that the effective date of the termination is after all obligations of Lessee arising hereunder and pursuant to any Schedule have been fully satisfied. Notwithstanding the foregoing, all representations, warranties and covenants made by Lessee hereunder shall survive the termination of this Master Agreement and shall remain in full force and effect. All of Lessor's rights, privileges and indemnities under this Master Agreement or any Lease, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of such Lease, shall survive such expiration or termination and be enforceable by Lessor and Lessor's successors and assigns.

27. WAIVER OF JURY TRIAL. LESSEE AND LESSOR HEREBY EXPRESSLY WAIVE ANY RIGHT TO DEMAND A JURY TRIAL WITH RESPECT TO ANY ACTION OR PROCEEDING INSTITUTED BY LESSOR OR LESSEE IN CONNECTION WITH THIS MASTER AGREEMENT OR ANY FUNDAMENTAL AGREEMENT.

28. NOTICES. All notices, requests, demands, waivers and other communications required or permitted to be given under this Master Agreement or any other Fundamental Agreement shall be in writing and shall be deemed to have been received upon receipt if delivered personally or by a nationally recognized overnight courier service, or by confirmed facsimile transmission, or 3 days after deposit in the United States mail, certified, postage prepaid with return receipt requested, addressed as follows (or such other address or fax number as either party shall so notify the other):

<u>If to Lessor</u>:

Hewlett-Packard Financial Services Company
200 Connell Drive, Suite 5000
Berkeley Heights, NJ 07922
Attn: Director of Operations North America
Fax: (908) 898-4109

<u>If to Lessee</u>:
City of Bethel Alaska
300 State Highway (for personal delivery)
PO Box 1388 (for mail)
Bethel, AK 99559
Attn: Legal Department (for notices)
Attn: IT Director ("Authorized Lessee Representative")
Fax:

29. MISCELLANEOUS
(a) Governing Law. THIS MASTER AGREEMENT AND EACH LEASE SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF EQUIPMENT LOCATION.
(b) Credit Review. Lessee consents to a reasonable credit review by Lessor for each Lease.
(c) Captions and References. The captions contained in this Master Agreement and any Schedule are for convenience only and shall not affect the interpretation of this Master Agreement or any Lease. All references in this Master Agreement to Sections and Exhibits refer to Sections hereof and Exhibits hereto unless otherwise indicated.
(d) Entire Agreement; Amendments. This Master Agreement and all other Fundamental Agreements executed by both Lessor and Lessee constitute the entire agreement between Lessor and Lessee relating to the leasing of the Equipment, and supersede all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.
(e) No Waiver. Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.
(f) Lessor Affiliates. Lessee understands and agrees that Hewlett-Packard Financial Services Company or any affiliate or subsidiary thereof may, as lessor, execute Schedules under this Master Agreement, in which event the terms and conditions of the applicable Schedule and this Master Agreement as it relates to the lessor under such Schedule shall be binding upon and shall inure to the benefit of such entity executing such Schedule as lessor, as well as any successors or assigns of such entity. Lessee agrees that Lessor may

disclose any information provided by Lessee to Lessor or created by Lessor in the course of administering the Material Agreements to any parent or affiliate of Lessor.

(g) Invalidity. If any provision of this Master Agreement or any Schedule shall be prohibited by or invalid under law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Agreement or such Schedule.

(h) Counterparts. This Master Agreement may be executed in counterparts, which collectively shall constitute one document.

(i) Lessor and Lessee Reliance. Lessor and Lessee may each act in reliance upon any instruction, instrument or signature reasonably believed by Lessor and Lessee in good faith to be genuine. Lessor and Lessee may each assume that any employee of Lessee or Lessor who executes any document or gives any written notice, request or instruction has the authority to do so.

30 DEFINITIONS. All capitalized terms used in this Master Agreement have the meanings set forth below or in the Sections of this Master Agreement referred to below:

"Acceptance Certificate" means an Acceptance Certificate in substantially the form of Exhibit B executed by Lessee and delivered to Lessor in accordance with Section 3.

"Acceptance Date" means, as to any Lease, the date Lessee shall have accepted the Equipment subject to such Lease in accordance with Section 3.

"Authorized Lessee Representative" has the meaning specified in Section 28.

"Assignee" means any assignee of all or any portion of Lessor's interest in this Master Agreement, any Schedule or any Equipment, whether such assignee received the assignment of such interest from Lessor or a previous assignee of such interest.

"Casualty Loss" means, with respect to any Equipment, the condemnation, taking, loss, destruction, theft or damage beyond repair of such Equipment.

"Casualty Value" means, as to any Equipment, an amount determined as of the date of the Casualty Loss or Lessee Default in question ("Calculation Date") pursuant to a "Table of Casualty Values" attached to the applicable Schedule or, if no "Table of Casualty Values" is attached to the applicable Schedule, an amount equal to the sum of (a) the present value (as of the Calculation Date and discounted at the Discount Rate compounded monthly) of all Rent payments payable after the Calculation Date through the scheduled date of expiration of the Then Applicable Term, plus (b) an amount determined by multiplying the applicable casualty percentage specified below by the Total Cost of such Equipment. The "Discount Rate" shall mean a rate equal to the 2 year inter-bank swap rate quoted by Bloomberg L.P. (or, where not available, such other 2 year inter-bank swap rate quoted by a commercially available publication reasonably designated by us) at the Acceptance Date of the applicable Lease. The applicable casualty percentage will be 50% for Equipment having an Initial Term of less than 24 months; 40% for Equipment having an Initial Term of 24 months or greater, but less than 36 months; 30% for Equipment having an Initial Term of 36 months or greater, but less than 48 months; and 25% for Equipment having an Initial Term of 48 months or greater.

"Claims" means all claims, actions, suits, proceedings, costs, expenses (including, without limitation, court costs, witness fees and attorneys' fees), damages, obligations, judgments, orders, penalties, fines, injuries, liabilities and losses, including, without limitation, actions based on Lessor's strict liability in tort.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" has the meaning specified in Section 23.

"Daily Rent" means, as to any Lease, an amount equal to the per diem Rent payable under the applicable Schedule (calculated on the basis of a 360 day year and 30 day months).

"Equipment" has the meaning specified in Section 1.

"Equipment Location" means, as to any Equipment, the address at which such Equipment is located from time to time, as originally specified in the applicable Schedule and as subsequently specified in a notice delivered to Lessor pursuant to Section 12, if applicable.

"Fair Market Value" means the total price that would be paid for any specified Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. Such total price shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

"Fair Rental Value" means the amount of periodic rent that would be payable for any specified Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Such amount shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

"Final Invoice Amount" has the meaning set forth in Section 2(c).

"First Payment Date" means, as to any Lease, the date the first Rent payment with respect to the Initial Term of such Lease is due, as determined pursuant to the terms of the applicable Schedule.

"Fiscal Period" shall mean the fiscal year of Lessee, as it may be more particularly described in a Schedule.

"Fundamental Agreements" means, collectively, this Master Agreement, each Schedule and Acceptance Certificate and all other related instruments and documents.

"Hardware" means items of tangible equipment and other property.

"Initial Term" means, as to any Lease, the initial term thereof as specified in the related Schedule.

"Lease" has the meaning specified in Section 2(a).

"Lessee" has the meaning specified in the preamble hereof.

"Lessee Default" has the meaning specified in Section 20.

"Lessor" has the meaning specified in the preamble hereof.

"License Agreement" means any license agreement or other document granting the purchaser the right to use Software or any technical information, confidential business information or other documentation relating to Hardware or Software, as amended, modified or supplemented by any other agreement between the licensor and Lessor.

"Master Agreement" has the meaning specified in the preamble hereof.

"Material Agreements" means, collectively, all Fundamental Agreements, all other material agreements by and between Lessor and Lessee, and any application for credit, financial statement, or financial data required to be provided by Lessee in connection with any Lease.
"Mobile PC Equipment" has the meaning specified in Section 12 hereof.
"Non-Appropriation" has the meaning specified in Section 7.
"Optional Additions" has the meaning specified in Section 11.
"PC Equipment" means, collectively, personal computers (e.g., workstations, desktops and notebooks) and related items of peripheral equipment (e.g., monitors, printers and docking stations).
"Purchase Documents" means, as to any Equipment, any purchase order, contract, bill of sale, License Agreement, invoice and/or other documents that Lessee has, at any time, approved, agreed to be bound by or entered into with any Supplier of such Equipment relating to the purchase, ownership, use or warranty of such Equipment.
"Renewal Agreement" has the meaning specified in Section 4.
"Renewal Term" has the meaning specified in Section 4.
"Rent" has the meaning specified in Section 5.
"Schedule" means, unless the context shall otherwise require a Schedule executed by Lessor and Lessee pursuant to Section 2(a).
"Seller" means, as to any Equipment, the seller of such Equipment as specified in the applicable Schedule.
"Software" means copies of computer software programs owned or licensed by Lessor, and any disks, CDs, or other media on which such programs are stored or written.
"State" means any of the states of the United States, its territories and possessions.
"Stipulated Loss Value" means, as to any Equipment, an amount equal to the sum of (a) all Rent and other amounts due and owing with respect to such Equipment as of the date of payment of such amount, plus (b) the Casualty Value of such Equipment.
"Substitute Equipment" means, as to any item of Hardware or Software subject to a Lease, a substantially equivalent or better item of Hardware or Software having equal or greater capabilities and equal or greater Fair Market Value manufactured or licensed by the same manufacturer or licensor as such item of Hardware or Software subject to a Lease. The determination of whether any item of Equipment is substantially equivalent or better than an item of Equipment subject to a Lease shall be based on all relevant facts and circumstances, but shall minimally require, in the case of a computer, that each of processor, hard-drive, random access memory and CD ROM drive, if applicable, be equivalent or better.
"Supplier" means as to any Equipment, the Seller and the manufacturer or licensor of such Equipment collectively, or where the context requires, any of them.
"System Software" means an item of Software that is pre-loaded on an item of Hardware purchased by Lessor for lease hereunder for which the relevant Purchase Documents specify no purchase price separate from the aggregate purchase price specified for such items of Hardware and Software.
"Taxes" means all license and registration fees and all taxes (local, state and federal), fees, levies, imposts, duties, assessments, charges and withholding of any nature whatsoever, however designated (including, without limitation, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) other than taxes measured by Lessor's income.
"Term" means the term thereof as specified in the related Schedule.
"Then Applicable Term" means, as to any Lease, the Initial Term of the Lease.
"Total Cost" means as to any Lease, the total acquisition cost to Lessor of the Equipment subject to such Lease as set forth in the applicable Purchase Documents, including related delivery, installation, taxes and other charges which Lessor has agreed to pay and treat as a portion of such acquisition cost, if any.
"UCC" means the Uniform Commercial Code as enacted and in effect in any applicable jurisdiction.
"Unit of Equipment" means, as to the Equipment leased pursuant to any Schedule (a) each individual item of PC Equipment leased pursuant to such Schedule, and (b) all Equipment taken as a whole leased pursuant to such Schedule other than PC Equipment taken as a whole.

IN WITNESS WHEREOF, LESSEE AND LESSOR HAVE EXECUTED THIS MASTER AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSEE: **CITY OF BETHEL ALASKA**	**LESSOR:** **HEWLETT-PACKARD FINANCIAL SERVICES COMPANY**[2]
By: ____________________	**By:** ____________________
____________________ **William F. Howell, Acting City Manager** **Name and Title**	____________________ **Name and Title**
____________________ **Date**	____________________ **Date**

[2] Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

SAMPLE DOCUMENT

Master Agreement Number 4757874512
Schedule Number TBD

COUNTERPART NO. _______ OF _______. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

STATE AND LOCAL GOVERNMENT MASTER OPERATING LEASE AGREEMENT SCHEDULE

Hewlett-Packard Financial Services Company[3] ("Lessor") and City of Bethel Alaska, an agency, department or political subdivision of the State of Alaska ("Lessee") are parties to the State and Local Government Master Operating Lease Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. **LEASE.**

A. <u>**Description of Items of Leased Equipment**</u> — <u>**Total Cost**</u>
$ «Total_Cost_for_Leased_Items»

B. **Initial Term**: «Term_of_Lease» Months.

2. **RENT**: $_«Total_Rent»

RENT is payable: «Frequency» in «Advance_or_Arrears»

If the Rent is due in advance, then the first Rent payment shall be due on the Acceptance Date. If the Rent is due in arrears, then the first Rent payment shall be due at the end of the first payment frequency period as selected above.

3. **LATEST COMMENCEMENT DATE**: ____________. Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. **EQUIPMENT LOCATION:** «TableStart:EL»«Delivery_Address»«TableEnd:EL»

5. **SELLER:** «TableStart:SV»«Seller_Vendor»«TableEnd:SV»

6. **APPROPRIATIONS:** Monies for all Rent and other payments due under the Lease for the Fiscal Period ending ___________ are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

7. **ADDITIONAL PROVISIONS:** As to this Schedule only, delete Subsections (b) of Section 4 of the Master and replace with the following: So long as no Lessee Default exists, and no event shall have occurred and be continuing which with the giving of notice or the passage of time or both would constitute a Lessee Default, Lessee shall, at the expiration of the Initial Term, elect to return the Equipment leased pursuant to this Schedule in accordance with Section 4 of the Master Agreement or to purchase any or all of the Equipment leased pursuant to this Schedule. If Lessee shall have so paid all amounts due and owing, and shall have otherwise fulfilled the terms and conditions of the Master Agreement and this Schedule, then on the last day of the Then Applicable Term (i) the Lease with respect to the Equipment shall terminate and, except as provided in Section 26, of the Master Agreement, Lessee shall be relieved of all of Lessee's obligations to Lessor with respect to the Equipment, and (ii) Lessor shall transfer all of Lessor's interest in the Equipment to Lessee "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims arising by or through Lessor. Lessee further agrees that this Schedule is to be treated as a lease intended for security, and pursuant to Section 23 of the Master Agreement, Lessee hereby reaffirms Lessee's grant to Lessor of a purchase money security interest in the Equipment identified in this Schedule. As to this Schedule only, add the following language before the period at the end of the first sentence of Section 12 of the Master Agreement: or personal property tax related to this Schedule, Lease or Equipment.

[3] Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

8. **FISCAL PERIOD: ___[Annual]_____________________**

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER AGREEMENT ARE TRUE, CORRECT AND COMPLETE.

LESSEE:
CITY IF BETHEL ALASKA

By: ____

____
Name and Title

____
Date

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY[4]

By: ____

____
Name and Title

____
Date

[4] Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

SAMPLE DOCUMENT

Master Agreement Number 4757874512
Schedule Number TBD

STATE AND LOCAL GOVERNMENT MASTER OPERATING LEASE AGREEMENT
ACCEPTANCE CERTIFICATE

Hewlett-Packard Financial Services Company[5] ("Lessor") and City of Bethel Alaska, an agency, department or political subdivision of the State of Alaska ("Lessee") are parties to the State and Local Government Master Operating Lease Agreement (the "Master Agreement") and Schedule under such Master Agreement (the "Schedule") identified by the Master Agreement Number and Schedule Number, respectively, specified above. The Master Agreement and Schedule together comprise a separate Lease that is being accepted and commenced pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in Section 1 of the Schedule, or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by the Master Agreement and the Schedule as of the Acceptance Date set forth below. Lessee authorizes Lessor to adjust the Rent payments on the Schedule to reflect the Final Invoice Amount set forth on the attached invoice(s) if such amount is different than the Total Cost on the Schedule.

2. LESSEE ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Agreement and the Schedule and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments, as set forth in the Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Agreement and the Schedule, in each instance at the times, in the manner and under the terms and conditions set forth in the Master Agreement and the Schedule, respectively.

3. EQUIPMENT LOCATION. The Equipment has been installed and is located at the following Equipment Location:
«TableStart:EL»«Delivery_Address»«TableEnd:EL»

4. REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants that on and as of the date hereof each of the representations and warranties made by Lessee in the Master Agreement are true, correct and complete.

CITY OF BETHEL ALASKA

By: ____

____
Name and Title

Acceptance Date: ________________________________

[5] Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

INCUMBENCY CERTIFICATE

(State and Local Government Master Operating Lease Agreement)

I, the undersigned, being the duly appointed and acting Secretary or Clerk of __________ ("Lessee"), **DO HEREBY CERTIFY** that (i) I have custody of the records of Lessee; and (ii) based on an examination of such records of Lessee as of the date set forth below, the following persons in the respective capacities indicated opposite their names have been authorized to execute, with full authority to bind the Lessee, the State and Local Government Master Operating Lease Agreement between Lessee and Hewlett-Packard Financial Services Company as lessor ("Master Agreement"), and all other agreements, documents, and instruments executed and delivered and to be executed and delivered in connection therewith, including without limitation, the Master Agreement, any Schedules and Acceptance Certificates (as such terms are defined in the Master agreement; collectively referred to as the "Documents"); and (iii) the signature set forth opposite such individual's name and title/office is the true and authentic signature of that individual, (iv) each such individual has (and had on the date each such individual affixed his or her signature to the Lease) the authority to enter into the Lease on behalf of the Lessee.

Name	Title/Office	Signature
___________________________	___________________________	___________________________
___________________________	___________________________	___________________________
___________________________	___________________________	___________________________

On behalf of Lessee, I hereby certify the due and effective ratification, approval, and confirmation of all such acts and things that any of the above-referenced persons has done or may do in connection with the matters outlined above prior or subsequent to the date of this Certificate. I do further certify that the foregoing authority shall remain in full force and effect, and Hewlett-Packard Financial Services Company shall be entitled to rely upon same, until written notice of the modification, rescission or revocation of same, in whole or in part, has been delivered to Hewlett-Packard Financial Services Company, but no such modification, rescission or revocation shall, in any event, be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Hewlett-Packard Financial Services Company of said written notice of said modification, rescission or revocation. The execution and delivery of the Documents for and on behalf of Lessee is not prohibited or in any manner restricted by any law, ordinance or regulation.

IN WITNESS WHEREOF, I have duly executed this Incumbency Certificate and affixed Lessee's seal hereto this ___________ day of_____________________, 20___.

Secretary/Clerk or duly elected or appointed and acting officer (or duly authorized designee of such officer) of

SEAL

CITY OF BETHEL ALASKA

Signature:______________________________________

Print Name:_____________________________________

Title:____

[PLEASE NOTE: THE GENERAL PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE INDIVIDUALS TO SIGN THE LEASE DOCUMENTS. CONSEQUENTLY, THE PERSON PROVIDING THE AUTHORIZATION CANNOT HIM OR HERSELF BE ONE OF THE SIGNERS OF THE LEASE DOCUMENTS. – I.E. CANNOT AUTHORIZE HIM OR HERSELF].

Master Agreement Number 4757874512
Schedule Number 475787451200001

COUNTERPART NO. _______ OF _______. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

STATE AND LOCAL GOVERNMENT MASTER OPERATING LEASE AGREEMENT SCHEDULE

Hewlett-Packard Financial Services Company[1] ("Lessor") and City of Bethel Alaska, an agency, department or political subdivision of the State of Alaska ("Lessee") are parties to the State and Local Government Master Operating Lease Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. **LEASE.**

A.	**Description of Items of Leased Equipment**	**Total Cost**
	See Attached CDW-G Quote 1BYS83R	$94,144.05

B. **Initial Term**: 36 Months.

2. **RENT**: $33,434.32

RENT is payable: Annual in Advance

If the Rent is due in advance, then the first Rent payment shall be due on the Acceptance Date. If the Rent is due in arrears, then the first Rent payment shall be due at the end of the first payment frequency period as selected above.

3. **LATEST COMMENCEMENT DATE**: 11/30/2019. Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. **EQUIPMENT LOCATION:** 300 State Highway, Bethel, AK 99559

5. **SELLER:** CDW Government

6. **APPROPRIATIONS:** Monies for all Rent and other payments due under the Lease for the Fiscal Period ending ___________ are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

7. **ADDITIONAL PROVISIONS:** As to this Schedule only, delete Subsections (b) of Section 4 of the Master and replace with the following: So long as no Lessee Default exists, and no event shall have occurred and be continuing which with the giving of notice or the passage of time or both would constitute a Lessee Default, Lessee shall, at the expiration of the Initial Term, elect to return the Equipment leased pursuant to this Schedule in accordance with Section 4 of the Master Agreement or to purchase any or all of the Equipment leased pursuant to this Schedule. If Lessee shall have so paid all amounts due and owing, and shall have otherwise fulfilled the terms and conditions of the Master Agreement and this Schedule, then on the last day of the Then Applicable Term (i) the Lease with respect to the Equipment shall terminate and, except as provided in Section 26, of the Master Agreement, Lessee shall be relieved of all of Lessee's obligations to Lessor with respect to the Equipment, and (ii) Lessor shall transfer all of Lessor's interest in the Equipment to Lessee "AS IS, WHERE IS," without any warranty, express or implied, from Lessor, other than the absence of any liens or claims arising by or through Lessor. Lessee further agrees that this Schedule is to be treated as a lease intended for security, and pursuant to Section 23 of the Master Agreement, Lessee hereby reaffirms Lessee's grant to Lessor of a purchase money security interest in the Equipment identified in this Schedule. As to this Schedule only, add the following language before the period at the end of the first sentence of Section 12 of the Master Agreement: or personal property tax related to this Schedule, Lease or Equipment.

[1] Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

8. **FISCAL PERIOD: ___[Annual]_____________________**

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER AGREEMENT ARE TRUE, CORRECT AND COMPLETE.

LESSEE:
CITY OF BETHEL ALASKA

By: ____

____
Name and Title

____
Date

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY[2]

By: ____

____
Name and Title

____
Date

[2] Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

Master Agreement Number 4757874512
Schedule Number 475787451200001

STATE AND LOCAL GOVERNMENT MASTER OPERATING LEASE AGREEMENT
ACCEPTANCE CERTIFICATE

Hewlett-Packard Financial Services Company[3] ("Lessor") and City of Bethel Alaska, an agency, department or political subdivision of the State of Alaska ("Lessee") are parties to the State and Local Government Master Operating Lease Agreement (the "Master Agreement") and Schedule under such Master Agreement (the "Schedule") identified by the Master Agreement Number and Schedule Number, respectively, specified above. The Master Agreement and Schedule together comprise a separate Lease that is being accepted and commenced pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in Section 1 of the Schedule, or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by the Master Agreement and the Schedule as of the Acceptance Date set forth below. Lessee authorizes Lessor to adjust the Rent payments on the Schedule to reflect the Final Invoice Amount set forth on the attached invoice(s) if such amount is different than the Total Cost on the Schedule.

2. LESSEE ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Agreement and the Schedule and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments, as set forth in the Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Agreement and the Schedule, in each instance at the times, in the manner and under the terms and conditions set forth in the Master Agreement and the Schedule, respectively.

3. EQUIPMENT LOCATION. The Equipment has been installed and is located at the following Equipment Location:

300 State Highway, Bethel, AK 99559

4. REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants that on and as of the date hereof each of the representations and warranties made by Lessee in the Master Agreement are true, correct and complete.

CITY OF BETHEL ALASKA

By: ____

____
Name and Title

Acceptance Date: ________________________________

[3] Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

QUOTE CONFIRMATION

PEOPLE WHO GET IT

DEAR BO FOLEY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1BYS83R	6/11/2019	COB DESKTOP ROTATION ALT	0865911	$94,144.05

IMPORTANT - PLEASE READ
Special Instructions: Beginning of customer text: Would like this at lease pricing for 3 years. Please make sure it has Alaska HP NVP attached. End of customer text.

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP SB EliteDesk 800 G4 SFF Core i7-8700 16GB RAM 512GB Win 10 Pro	65	5143622	$1,271.16	$82,625.40
Mfg. Part#: 4BV83UT#ABA				
UNSPSC: 43211508				
Contract: Alaska HP Inc NVP Computer Equipment (MNNVP-133 2015PC0015A)				
HP EliteDisplay E243 - LED monitor - Full HD (1080p) - 23.8" - Smart Buy	65	4754887	$177.21	$11,518.65
Mfg. Part#: 1FH47A8#ABA				
UNSPSC: 43211902				
Contract: Alaska HP Inc NVP Computer Equipment (MNNVP-133 2015PC0015A)				

PURCHASER BILLING INFO

Billing Address:
CITY OF BETHEL
ACCOUNTS PAYABLE
PO BOX 1388
BETHEL, AK 99559-1388
Phone: (907) 543-2047
Payment Terms: Net 30 Days-Govt State/Local

SUBTOTAL	$94,144.05
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$94,144.05

DELIVER TO

Shipping Address:
CITY OF BETHEL IT DEPT
ATTN:BO FOLEY
300 STATE HWY
PO BOX 1388
BETHEL, AK 99559
Phone: (907) 543-2047
Shipping Method: UPS Ground AK & HI

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

Aleko Kontos | (877) 325-0918 | alekkon@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$94,144.05	**$2,524.00/Month**	**$94,144.05**	**$2,915.64/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

October 10, 2019

Bill Howell
Acting City Manager
City of Bethel
P.O. Box 1388
Bethel, Alaska 99559

Subject: City of Bethel DOWL Term Contract Project Updates

CONTRACTED PROJECTS

Bethel IC Phase I and II

- Approximately $180,000 remains in City allocation. Have amendment for $111,000 for additional controls work at City subdivision water plant, for TecPro. TecPro is working on centralizing the monitoring systems, and putting towers on City sub and Bethel heights water plants. Approximately 30% complete.

Bethel Police Station Tower Task Order -#1 - Complete

Avenues Piped Water and Sewer- #2

- Working under limited NTP for initial design study, and collection of easement needs.
- Need to have full NTP soon to send survey.
    - *Should send flyer to all area residents soon to alert them to surveyors and Geotech staff in their backyard.*
- Design related questions- Jennifer Schmetzer

AVEC Wind Tower Review- #3- Complete

Transportation Planning- #4

- CTP nomination submitted.

Boiler Replacement- #5

- Substantially complete.
- Will be done with this project in 1-2 weeks and will issue certificate of final completion.

C Subdivision Review- #6-

- Subdivision approval is complete, until developed submits engineering drawings.

Courthouse RFP Assistance- #7- Complete

Bethel Heights Water System PER Update- #8

- Draft PER and EA submitted to City and VSW on June 21, 2019. No review comments have been issued yet. Followed up multiple times in July and August.

Bethel Heights Sewer System PER and EA- #9- See Above

City LRTP Development- #10

- LRTP is nearly finished. Chase reviewed on Monday.

City Hall Roof Replacement- #11

- City Council approved $1M for roof replacement. Design-Bid-Build?
- Fire Marshall approval?

Courthouse Water Service Planning Study- #12- Complete

Blue Sky Subdivision Review- #13

- DOWL working on rate study currently. Will submit first draft by October 18, 2019.

GIS Database- #14- Complete

Lift Station Engineering- #15

- Bypass will be up and running on October 16, 2019.
- Could increase the scope at Bethel Heights East to switch from 1-phase to 3-phase, for approximately $180K.
- Could include contractor furnished City Hall and Public Works lift stations.
- Start of SCADA system for all lift stations.

Lead and Copper Issues at City Sub- #17

- Working with DEC on either adding calcium carbonate, or orthophosphate. CaCO3 addition would require additional contact tank. Ortho would be just an in-line chemical injection. Orthophosphate is more expensive than CaCO3 though.

Landfill Closure Study- #18- Complete

Tanqik Subdivision Review- #19

- Initial preliminary plat and subdivision proposal has been submitted.
- DOWL has provided initial review comments.

Additional Planning Services- #20

- Set-up $15,000 task order to be used for general planning assistance.
- Not much work to date; some duplex code interpretation, and some mapping has been provided.

DPW Structural-#21

- Serious concerns about building condition and floor rot. Included preliminary costs for engineering and structural modifications. Difficult to identify actual costs, because the extent of improvements is highly variable.

UNCONTRACTED PROJECTS

Land Additions to GIS Database- #17

- DOWL has drafted a fee proposal for adding road ownership information to the GIS database. This would also supplement the LRTP.

Public Works Building and City Senior Citizens Center Building Condition Assessment

- $10-$15K per building, but major advantage to doing multiple buildings at once.

City of Bethel

Bill Howell <bhowell@cityofbethel.net>

Re: COPS Office School Violence Prevention Program (SVPP) Award - GE
4 messages

Office of Community Oriented Policing Services (COPS) <copsdonotreply@service.govdelivery.com>
Reply-To: copsdonotreply@service.govdelivery.com
To: bhowell@cityofbethel.org

Thu, Oct 3, 2019 at 11:44 AM

U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

October 3, 2019

City Manager William Howell
Bethel Police Department
P.O. Box 1388, 300 State Highway
Bethel, AK 99559

Re: COPS Office School Violence Prevention Program (SVPP) Award # 2019SVWX0071
ORI#: AK00113

Dear City Manager Howell:

Congratulations on your agency's award for $500,000.00 in federal funds over a two-year award period under the 2019 COPS Office School Violence Prevention Program (SVPP). Your agency may use SVPP award funds to improve security at schools and on school grounds within your jurisdiction through evidence-based school safety programs. **You will receive a subsequent email in the coming weeks that will contain additional details, to include a list of approved budget items and instructions on how to accept this award.**

Once again, congratulations on your 2019 COPS Office SVPP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.

Sincerely,

Phil Keith

Phil Keith
Director

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING

Oct. 10, 2019

City of Bethel
P.O. Box 1388
Bethel, Ak. 99559

RE: Laundromat

Dear Mr. Howell:

Regarding the old laundromat on Ridgecrest Drive, I am no longer intereted in that location.

I am interested in the Senior Center building that could be used for a restaurant and laundromat.

Please let me know what the city might lease it for for a 10 year lease. Who would pay for repairs and how credit for repairs and improvements would be taken care of.

Byungsun Park 545-0900
Sun
P.O. Box 3351
Bethel, Ak. 99559

Arvila Dull 545-[illegible]

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: October 15, 2019

TO: Perry Barr, Mayor

FROM: Bill Howell, Acting City Manager

SUBJECT: City Manager's Report - October 2019

Current Events

- I am excited to see all the new faces on Council and am looking forward to working with you. A big thank you to the departing Council members for their many years of dedicated service. It is great to be back at work after my yearly hiatus for personal business. This fall is surely shaping up to be one of the prettiest I've seen in many years. My first week back was catch up, updates on the many matters the administration is working on and replying to E-mails.

- On October 3, 2019 Administration received notification that a grant for $500,000 had been awarded for school violence prevention. City Grant Manager, John Sargent worked with LKSD to develop and write the grant to purchase and install security features in the Bethel Regional High School (BRHS). These grant funds will be administered by the City for the benefit of the Lower Kuskokwim School District (LKSD) for this purpose. We look forward to working with LKSD to improve school safety.

- On October 8, 2019 I met with the Port Director at the Crowley area beach to observe the Port's new brush mower in action.

- On October 8, 2019 a meeting with the Planning Dept. was held to discuss code enforcement issues and fees. The Planning Dept. is working with the Police Department to develop the process.

- An incorrectly executed personnel action was reversed by the City Manager's office on October 8, 2019.

- On October 9, 2019 direction was given to the Port Director to inform the Coast Guard and DEC of the sunken barge in steamboat slough.

- We received application for a sewer water account on the closed portion of the Tundra Ridge Road. We are reviewing the feasibility of this request at this time.

- On October 10, I met with Byungsun Park regarding the lease of the old laundromat. After consideration of the cost involved, Mr. Park withdrew his plan to use this building. He has requested that Administration consider leasing him the Senior Center. We are reviewing this request. Mr. Park's letter is attached.

- On October 10, 2019 a meeting with DOWL, Public Works Director and Administration was held to discuss ongoing projects. Permission was given to DOWL to proceed with 35% drawings and cost estimates for the City Office Roof Repair Project. I have also asked DOWL to provide estimates for a new heating system for the City Office as part of this project. The DOWL report is attached. Work on a DEC-approved anti-corrosion water treatment continues.

- On October 10, 2019 LKSD requested extra police coverage during the week of October 14. Acting Police Chief Amy Davis was willing and able to support this request by scheduling several officers to work overtime. LKSD has agreed to pay for the overtime hours when invoiced.

- On October 11, 2019 a teleconference was held with the Wilson Agency and Administration regarding eligibility of City employees to long and short-term disability insurance.

- I was on sick leave Monday October 14 and half-day day on October 15.

Ongoing Business

- DOWL is continuing structural assessment of the Public Works floor. A plan for repair is in the works. Copy of the structural report was sent to Council and is attached to this report.

- A list of missing street signs was sent to the DOT and City Streets and Roads Division 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 Department Head meeting was held on October 10, 2019. The next Department Head meeting is scheduled for October 17 at 10 A.M.

DOWL

MEMORANDUM

TO: Mr. William Arnold, Public Works Director
City of Bethel

FROM: Chase A. Nelson, P.E. CAN
Civil Engineer

DATE: October 4, 2019

SUBJECT: City Department of Public Works Facility
Revised Structural and Condition Assessment

Dear Mr. Arnold,

Per your July 23 and September 25, 2019 requests to assess the structural condition of the Department of Public Works (DPW) building, we have engaged two structural engineers to assess the facility. They have visited Bethel and prepared the attached report. This memo summarizes their findings and lays out a path forward.

IMMEDIATE MITIGATION MEASURES

The City should immediately start working on the following efforts to limit additional facility damage:

- Repair the metal plate topping the wood deck.
- Repair perimeter breaks in the metal sheeting at the dividing walls, which allow for water intrusion into the floor.
- Re-establish floor/trench drains to minimize the amount of standing water on the metal plate and beneath it.
- Repair leaking water trucks, and clear snow-pack and ice off vehicles before bringing them into the facility.
- While on-site, the structural engineers cordoned off a section of the Southern bay. This 50'x30' boundary should be respected, and no vehicles should be placed in this area. The structural engineers have recommended no heavy equipment (larger than a fully loaded water truck) be brought into the building.

SIGNIFICANT OBSERVED DEFICIENCIES

The on-site investigations revealed several significant deficiencies that should be addressed as soon as the City can provide funding. A summary of these deficiencies is below:

- Approximately 120 connectors (metal hangers) need replacement.
- Approximately 12 glulam beams and 5 girders need replacement.
- Approximately 4 truck bays worth of 2"x8" decking is rotten and must be replaced.

There is significant structural damage near the south entrance and near the western side of the dividing wall.

Additional architectural code violations were observed based on ground movement at the building entrances, and deterioration of the metal wall panels was observed.

PATH FORWARD

Given the exact construction method to address the significant observed deficiencies is unknown at this point, it is our recommendation the City move swiftly into the following phases. The cost for repairs could vary widely based on what all the City wishes to address.

Service	Estimated Cost
Project Management	$15,000
Structural Engineering Plans and Specifications	$70,000
Professional Cost Estimation Services	$8,000
Architectural Plans and Specifications	$20,000
Retainer for Contractor Assistance	$10,000
	$123,000

We recommend these services for the following reasons:

- The significant observed deficiencies require professional structural engineering services because of the high level of risk.
- The means and methods of construction can not be determined without significant contractor input. We recommend including one or two contractors on our design team for best evaluation of how girder and beam replacement would be completed.
- There are architectural improvements that could be made, that are less important than the structural modifications, our design approach would include designing solutions to address the problems.
- The construction cost for replacement of the failed connectors, the girders, and glulam beams is likely to cost upwards of **$1.5 Million**. Depending on the extent of additional modifications (wood deck replacement, insulation wall panel replacement, building access improvements), the complete repair of this facility could be significantly higher, as high as $7 million. We propose including a professional cost estimation service in the next phase of this project, so the City can have a prioritized list to establish what all could be funded.

POTENTIAL REPLACEMENT

The structural engineers did basic pile observations while on-site and found the majority of piles to be in good condition. They noted only a few that appear to have visible settlement/movement. It is likely this pile foundation could continue to support the facility into the future. At $700-$1,000/Square Foot for an industrial/commercial facility in western Alaska, the replacement cost is likely to exceed $25 Million. The City will eventually need to replace the full facility, and needs to consider this as a long-term priority, but until then the foundation appears to be in satisfactory condition to continue supporting the facility.

CONCLUSION

The structural engineers have laid out a way to continue using the facility over the winter months, but in the mean time the City should take swift action to implement the immediate mitigation measures, and begin design to address the significant observed deficiencies. This approach would be a design-bid-build, with bid ready documents prepared before soliciting low bids for the work. It would include at least one local contractor to ensure construction means and methods are considered with the designed improvements.

BBFM Engineers Inc.

845 K Street
Anchorage, AK 99501
(907) 274-2236
(907) 274-2520 Fax
www.bbfm.com

Bethel Public Works Building Report

Introduction

On July 30 2019, Troy Feller inspected the Bethel Public Works Building floor framing after the building's users noticed unusual deflections and floor movements. The structure is a Pre-Engineered Metal Building supported on a wood framed floor platform founded on timber piles. The building is large and basically a rectangle with plan dimensions of 130' x 240'. There is a 2nd floor mezzanine housing offices and mechanical rooms along the eastern side.

The floor framing consists of steel plate over 2x8 wood decking. The decking is 2x8's on edge (7 ¼" thick solid wood deck) spanning 5'-0" to Glue Laminated (GL) beams. The beams are GL5 1/8 x 24 (5 1/8" wide x 24" deep) and span 10'-0" to GL8 ¾ x 36 girders. Girders are supported on timber piles.

Building users Bill Arnold, Corbin Ford, and Gary Poe informed Troy that the building is used to house and maintain Public Works equipment such as graders, front end loaders, garbage trucks, sewer trucks, and water trucks. The water trucks must remain full of water and be stored inside the building during winter months to assure an available source of water for firefighting purposes. It was explained that these water trucks continuously leak water onto the building floor. There are up to ten 60,000 lb water trucks that are stored in the building during the winter.

The building users noticed unusual floor deflections near the south overhead door were occurring when equipment was entering and exiting the building. They reported that when a truck would exit the building the floor was sagging enough that standing water would flow towards the door and pool as the floor deflected downwards. Because of this indication the south overhead door had been blocked off and was no longer being used. See Photo 1.

Troy's initial inspection indicated that some of the steel "hanger" connections that support the beams hanging from the girders have corroded and completely failed. Reference Photos 2 and 3 that show the top flange of the beam hangers have separated from the rest of the bracket and the beams have dropped down and wedged between the girders.

His findings during this initial inspection prompted a follow-up inspection by Troy Feller and Greg Latreille, both of BBFM Engineers, on Monday and Tuesday, September 9th and 10th, 2019. They were able to thoroughly observe and inspect the main floor framing and connections from the underside.

Observations in Field

Troy and Greg developed a simple 3-tier rating / assessment system for the beam-to-girder connectors:

- Connectors that were generally free of signs of corrosion or showed only minor surface rusting without any detectable loss of steel thickness were recorded as "acceptable". These connectors can continue to perform in a serviceable fashion as long as measures are taken to ensure that water from operations inside the building is adequately captured and directed away from the framing and its connections. The majority of the connectors in the building were noted as "acceptable".

- Connectors that showed more advanced signs of corrosion and any detectable loss of steel thickness, particularly on the corner at the edge of the top of the glulam girder – the common site of failure for other, already failed connectors – were labeled as "remediation required." These connectors appear to be supporting building loads at the current time, but their level of corrosion suggests that their ability to resist load has decreased from design levels due to section loss. Given the relatively imprecise methods of assessing soundness of the steel available, it is difficult to quantify how much these connections have been weakened or how much more corrosion they can accommodate before failing. Connections with "remediation required" are present in specific areas throughout the building, typically in areas experiencing the most traffic, such as the driving aisles. It is recommended that these connections be repaired or replaced within one or two years. "Remediation Required" connections were marked in the field with a single white dot of spray paint near the connection. There are 101 such connections in the building.
- Some connectors have already failed, with the connected glulam having fallen downward so as to be wedged in place against the side of the supporting glulam girder. Connectors that have experienced an actual separation of the steel backing plate from the steel top flange running over the glulam girder were recorded as "failed". Connectors that have not yet separated at this junction, but which have advanced stages of corrosion and section loss of over 50% at this common failure zone were also labeled as "failed", as they can no longer be relied upon to safely support vehicle loads. "Failed" connections were marked in the field with two white dots of spray paint near the connection. See Photos 2-4. There are 12 such connections in the building.

Glulam beams and girders were also assessed. Using a 1/8" diameter x 6" long drill bit, the resistance of the wood grain to drilling, i.e. the ease in which the drill bit could be driven into the material, was used to identify timber members that are experiencing advanced rot and decay. Beams and girders that are degraded to the point of causing concern for their ability to resist the imposed loads were marked in the field with a white spray-painted "X" (See Photo 4) and noted on plan as well. Wood and timber members tend to fail in a progressive nature, with visible sag, fiber crushing, splintering, and large deflections occurring prior to a complete failure. Since these effects are not currently being observed in the framing, these members have not been flagged as requiring immediate replacement or restrictions on current operations. It is recommended they be repaired, replaced, or reinforced in the next one to two years.

113 connections require replacement or reinforcing, of which 12 connections have failed completely. 12 glulam beams and 5 glulam girders are in need of either significant reinforcement or replacement. There are also 4 bays where the 2x8 decking is rotten and must be replaced.

"Failed" connections and framing were encountered in only two general locations in the building: in the vicinity of the south entrance extending into the center portion of the building for roughly 50 feet, and underneath the western side of the dividing wall that runs roughly through the center of the building east-to-west (along grid K).

For the "failed" connections in the vicinity of the south entrance of the building, Troy and Greg marked a rectangular area roughly 50' long and 30' wide to be cordoned off from all vehicular traffic. They marked the corners of this rectangular area in spray paint, and shop personnel indicated they would use the paint marks to position large pipe barriers to ensure vehicles do not enter this restricted area. See Photo 7

For the "failed" connections along the dividing wall, no additional barriers need to be placed for vehicle traffic, since equipment placed along the wall already prevents vehicle loading to the failed connections. However, some of the equipment in use along this wall was actively channeling water down into the wall base at the time of their visit, which is the likely source of the connection failures we observed below. Shop personnel indicated they would seek to limit the amount of water intrusion into the wall base.

Other observations

Although not included in the project scope, Troy and Greg also noted some other areas of the building that merit consideration or additional investigation. These items are listed below:

There are some significant issues with the exterior wall insulated metal panel system. In several cases, the outermost layer of protective metal has been completely compromised, and the insulation layer is being subjected to weather water intrusion. This does not currently appear to be causing further corrosion to building elements inside the building, but that will not be the case if this situation is left unaddressed in future years. It is recommended that a complete inspection of wall panels and roofing be done to determine the extent of this problem. See Photos 5 and 6.

Troy and Greg performed a "spot check" of the timber piles supporting the building, focusing their attention on areas that hold or channel water and any piles that showed signs of distress. Roughly 30 piles were examined, and only 2 piles showed signs of anything more than minor weathering. 1 of these piles had some more significant decay, but not yet to a level that causes concern. The other pile had decay to a level that will likely require attention in the next 10 years. In general, no action is currently recommended for the timber piles, but continued use of the building will eventually require some intervention of these exposed elements. As such, they should be evaluated every 8 to 10 years.

At the north entrance of the building, the ramp that leads to the overhead door is constructed with a retaining structure adjacent to the building. This retaining structure has led lateral soil pressures being transmitted to the building timber piles at this location and has pushed them inward. At some point in the past, this condition was addressed with the addition of steel collars to the 3 affected piles and field modifications to 4 of the beam hangers that attach to the spandrel glulam girder at this location. It is not possible to determine the construction of these modified hangers, and there are some apparent shortcomings in the design and configuration of the new connection. This work was most likely done without a load-based design. Given the crucial nature of its location (all vehicles currently entering and exiting the building pass over these connections), revising this connection should be considered. See Photo 9

In doing a perimeter walk of the building, Troy and Greg observed that one deck and stair was at such a level of decay that they recommended shop personnel to cordon it off as not suitable for human traffic. See Photo 8. Numerous other life-safety deficiencies were noted and brought to the attention of building personnel. These include a section of missing safety rail at the loading dock / entry deck and step heights at many of the building exits. See Photo 10. It would be best to retain an architect to perform a code study for egress and other life-safety concerns.

Immediate Mitigation Measures

In general, it is clear that all of the corrosion and decay that is being experienced by building framing is the result of water intrusion from sources inside the building, not from exterior sources (weather). Therefore, further corrosion and subsequent weakening of the floor framing can be immediately mitigated by addressing the interior sources of water, measures such as:

- Repair to the metal plate topping over the wood deck, which is reasonably effective at preventing water intrusion where it is not cracked or otherwise compromised.
- Repairing leaky water trucks, equipment, valves, hoses, etc. Stop the water at its source as much as possible.
- Repairing any perimeter breaks in the metal sheeting, particularly at dividing walls, many of which are showing signs of some level of water intrusion.

- Reestablishing the trench drain in the southern half of the building, much of which was covered over by metal during a previous re-decking project. Ponding water, likely perpetually present, was observed in the center of the southern half of the vehicle area, because it has no means of draining. Permanent standing water such as this will serve to decrease the effectiveness and life of the metal sheet topping. See Photo 1

The measures above will help arrest the current pace of degradation of the structure. However, in order to restore full use of the building into the future, the failed and compromised elements will need to be addressed. In the meantime, it is recommended that no heavy equipment loads be allowed in the area indicated near the south overhead door. For the rest of the floor, it is recommended that a weight limit be established based on the weight of a fully loaded water truck (60,000 lbs.) Vehicles heavier than this should not be placed on the framed floor. It was mentioned that a Caterpillar D8 Bulldozer has been brought into the building in the past. Bringing equipment that heavy into the building should be avoided.

Conclusions and Recommendations

Serious structural deficiencies were found and included rot in the floor beams and girders, corrosion and failure of the connection between beams and girders, and corrosion in the insulated metal wall panels.

We recommend the “failed” and “remediation required” framing and connections be fixed in the next one to two years. Given the number of affected connections and framing members, the costs of these repairs could be between $1 Million and $7 Million (**note** – BBFM Engineers is not a qualified construction estimator. The number above is for general discussion purposes only and should not be taken as a budget allowance or used to set funding requirements for this project. Qualified professional cost estimators should be retained to develop a cost for the proposed repairs). It will also be necessary to retain a professional engineer to complete the design of any upgrades. Upgrades discussed in this report are for illustration purposes only.

During the continued operation of the building prior to completion of the repairs, the building should be regularly monitored for any instances of higher-than-normal deflection, flexing, or sagging of the floor structure, and any such instances should be brought to our attention to evaluate for further damage.

We recommend an architectural code study be performed to provide access and egress considerations for the building. We also recommend the health of the building siding and possibly roof envelope be assessed by an architect or other professional competent in that field.

Troy Feller, PE, SE
Principal, BBFM Engineers Inc

Greg Latreille, PE, SE
Principal, BBFM Engineers Inc

Attachments:
Photos – below
Field Notes – Framing Plan with Compromised Connections & Framing Noted

Photo 1 – Standing water on floor deck

Photo 2 – Failed Beam Hanger

Photo 3 – Failed Beam Hanger

Photo 4 – Beam and Hanger Markings

Photo 5 – Failed Wall Panel

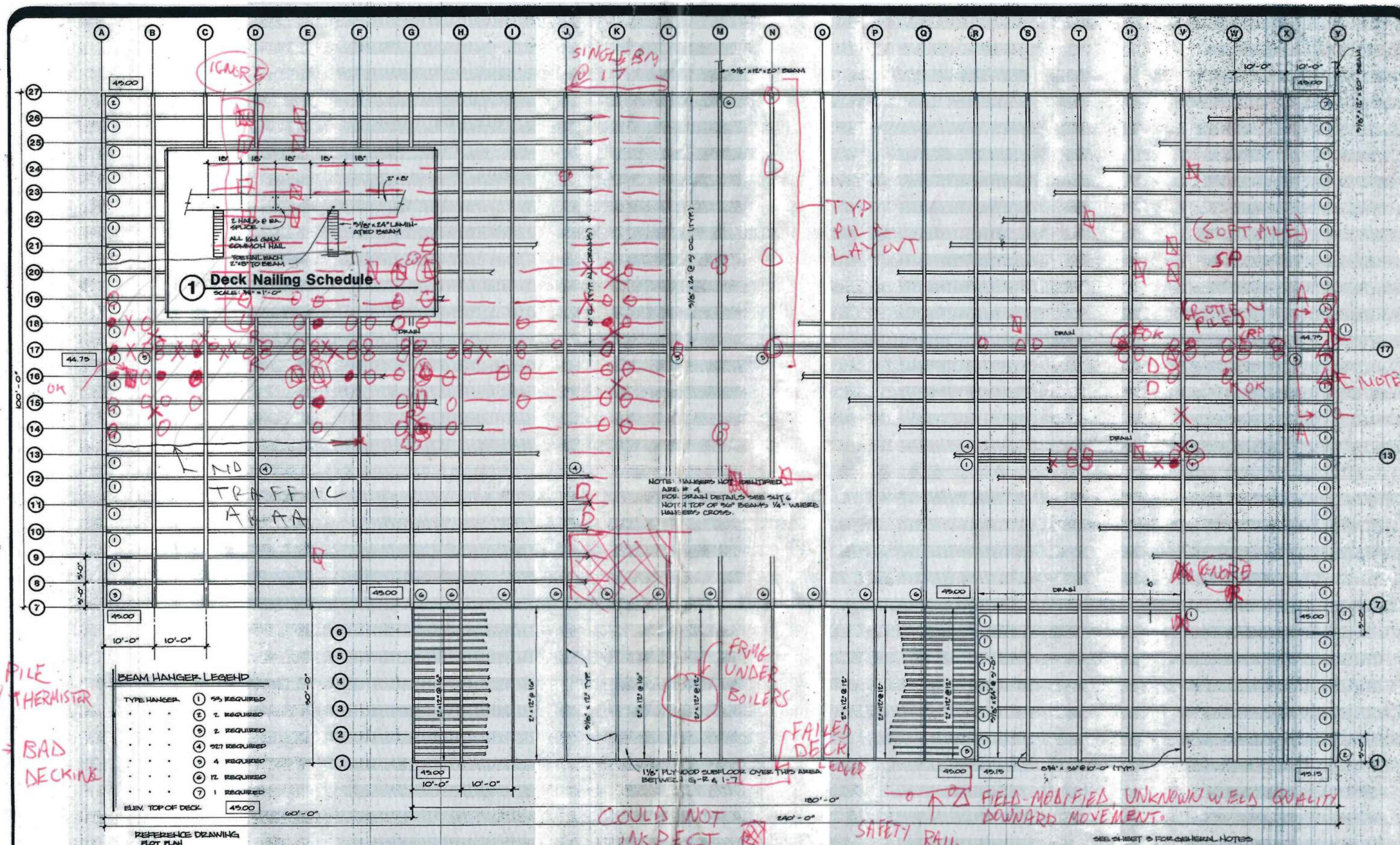
Photo 6 – Corroded Wall Panel

Photo 7 – Marked Area for No Vehicle Traffic

Photo 8 – Exterior Deck – Unsafe

Photo 9 – Field Modified Support at N. Entrance

Photo 10 – Step Height at Building Entrance (11")



STATUS	DATE PRINTED
No. DATE	REVISIONS	BY

Utility and Maintenance Facility

CITY OF BETHEL, ALASKA

DRAWN | DESIGNED L.S. | CHECKED

QUADRA ENGINEERING, INC.

FLOOR FRAMING PLAN

DATE MAY 17, 1982 | JOB No. 2-42 | SCALE 1/8" = 1'-0"

M12 SHEET OF

reference drawing 43

City of Bethel, Alaska

City Clerk's Office

Council Regular Meetings

October 22, 2019 Regular City Council Meeting
October 23, 2019 Special City Council Meeting
November 12, 2019 Regular City Council Meeting

Alaska Municipal League Travel

There will be four council members attending AML this year. The office is working through the travel arrangements for the Council and staff.

City Manager/City Attorney Recruitment Process

The Council has narrowed the city manager candidates to two and will hold onsite interviews October 16th. The Council will hold teleconference interviews with the two city attorney candidates on the 23rd of October.

The Office is working through draft contracts to present to the Council for consideration in their negotiation. Council will have an opportunity to review these draft on the 22nd of October in Executive Session.

Bethel Memorial Cemetery

The office is working with public works to get the next section of the cemetery numbered, there are two rows platted in the cemetery extension.
The office is also reaching out to a few families that have reserved the maximum 10 burial location but have not yet provided payment on any of the lots. We are encouraging the family to set up a payment plan if they are interested in maintaining the reservations. If the families fail to set up a payment plan by December 31st, the office will relinquish the burial lots.

Misc.

- We are preparing for our annual audit of committee and commission material and providing notice to the members who have term expirations.
- Working with Administration to prepare a training to the City Council per the newly adopted ordinance. The ordinance states the training must be provided within 45 days however it is likely we will have to wait until after the AML conference this year. Newly elected members were provided a member guide developed by the City Clerk's Office as well as a council primer developed by AML.
- This was the first year the City has garnished PFDs for outstanding Minor Offence citations. We have received many many calls with questions related to the garnishments to include a few people who had garnishments mistakenly taken. These calls are now being sent to the new Assistant Finance Director.
- We have reviewed the AML documents associated with the online sales tax provisions and will be working on documents council's consideration in the next few weeks.
- Provided notice to the Finance Department of the implementation of the use tax for alcohol, to help ensure there are steps being taken to begin working with Anchorage vendors on collection.

cityclerk@cityofbethel.net
907-543-1384

THE STATE of ALASKA
GOVERNOR MICHAEL J. DUNLEAVY

Department of Commerce, Community, and Economic Development

ALCOHOL AND MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

October 11, 2019

Cezary Maczynski
PO Box 1805
Bethel, AK 99559

Re: Kusko Liquor, License #5533

Dear Mr. Maczynski:

This letter is to notify you that the City of Bethel has adopted a local option under AS 04.11.491(a)(2). On October 1, 2019, the citizens of Bethel voted to prohibit the sale of alcoholic beverages except through a restaurant or eating place license.

The Bethel City Council certified the election results on October 8, 2019. In accordance with AS 04.11.503, your package store license will be void 90 days after the election was certified, which is January 6, 2020. The transfer of this license to The North West Company has not been effectuated as the conditions of delegation have not yet been satisfied. We will not be able to effectuate the transfer, as the board may not "issue, renew, or transfer between persons or locations a license for premises located within the boundaries of the municipality…except the type or types of licenses listed on the ballot." (AS 04.11.503)

Should the citizens of Bethel vote to remove the local option in the future, under AS 04.11.495(c), the board is directed to give priority to applicants who were formerly licensed, although the board is not required to approve an application.

Please let me know if you have any questions.

Sincerely,

Erika McConnell

Erika McConnell
Director

Cc: License File
The North West Company (International) Inc.
City of Bethel

THE STATE of ALASKA
GOVERNOR MICHAEL J. DUNLEAVY

Department of Commerce, Community, and Economic Development

ALCOHOL AND MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

October 11, 2019

Caribou Traders Liquor, LLC
3351 Arctic Boulevard
Anchorage, AK 99503

Re: Caribou Traders Liquor, License #5447

Dear Caribou Traders Liquor, LLC:

This letter is to notify you that the City of Bethel has adopted a local option under AS 04.11.491(a)(2). On October 1, 2019, the citizens of Bethel voted to prohibit the sale of alcoholic beverages except through a restaurant or eating place license.

The Bethel City Council certified the election results on October 8, 2019. In accordance with AS 04.11.503, your package store license will be void 90 days after the election was certified, which is January 6, 2020. This means that **the last day you are allowed to operate the license is January 5, 2020.** You do not need to renew your license to operate between January 1 and January 5, 2020, because your 2018/2019 license would not normally expire until the end of February 2020.

Because AS 04.11.503 prohibits the board from transferring your license, the transfer to Marina, Inc. will not be brought to the board at the next meeting.

Should the citizens of Bethel vote to remove the local option in the future, under AS 04.11.495(c), the board is directed to give priority to applicants who were formerly licensed, although the board is not required to approve an application.

Please let me know if you have any questions.

Sincerely,

Erika McConnell

Erika McConnell
Director

Cc: License File
Marina, Inc.
City of Bethel