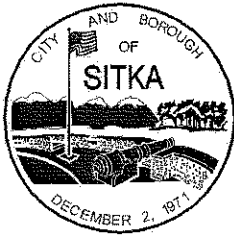


POSSIBLE MOTION

I MOVE TO approve a purchase agreement between the City and Borough of Sitka and Alaska Arts Southeast, Inc. regarding exercise equipment.



City and Borough of Sitka

PUBLIC WORKS

100 LINCOLN STREET • SITKA, ALASKA 99835

PHONE (907) 747-1804 • FAX (907) 747-3158

MEMO

To: Mayor McConnell and Assembly
Jim Dinley, Administrator

From: Michael Harmon, Public Works Director *MH*
Gary Baugher, O&M Superintendent
Lynne Brandon, Parks and Recreation

Date: November 29, 2012

Subject: Donation of Hames Fitness Equipment

Background:

The Hames Task Force, an ad-hoc group of volunteers, was formed in 2007 to oversee the Hames Center. The Hames Task Force set initial goals for finding ways of making the Center as self-sustaining as possible by increasing use and revenue.

The Hames Task Force members solicited financial support and donations from local funders and businesses, sponsored promotional and public relations activities, and hosted fund raising events. Grants were received from CHARR, Blue Cross, and the Rasmuson Foundation. In 2008, after months of fund-raising and grant writing, the Hames Task Force was successful in raising the needed funds to purchase \$46,840 of fitness equipment for the Hames Center.

Analysis:

The Hames Center functions under the auspices of Alaska Arts Southeast, Inc. non-profit, and continues to play a vital role in accomplishing community health and wellness goals due in large part to the City and Borough of Sitka's loan of the fitness equipment. The fitness equipment is key in the Center's success. The equipment donation by the City and Borough of Sitka meets the intent of the original goals for the equipment purchase and sustain a viable Center.

Fiscal Note:

Of the \$46,840 raised by the Hames Task Force (see list of donors below) \$709 was provided by the City and Borough of Sitka. The primary donor for the equipment, the Rasmuson Foundation, is in support of any disposition of the equipment that is in keeping with the original intent of the grant which was for community purposes. CHARR is in support of the donation, as well.

Summary of Equipment & Funding:

Item -Each project component	Unit cost	Rasmuson Tier 1 funding	Other funding	Sources of other funding
9 Life Fitness Pro2 Series Strength Machines and 1 Dual adjustable	\$23,417.00	\$23,417.00		

pulley multi-station strength machines				
Treadmill, 2 Elliptical machines plus freight to Seattle	\$9,680.00		\$9,680.00	Community Schools from percentage of receipts intended for equipment purchase
2 recumbent bikes plus shipping	\$6,199.00		\$6,199.00	CHARR (\$5,000) & Fundraiser (\$1,199)
Shipping for ten pieces of strength equipment (Total shipping : \$7544.18)	\$7,544.18	\$1,583.00	\$5,961.18	AK. Blue Cross Blue Shield (\$3,000); Community fund raising (\$2251.96); CBS (\$709.22)
TOTALS	\$46,840.18	\$25,000.00	\$21,840.18	

Recommendation:

Authorize the City Administrator to execute the necessary documents for the donation of the fitness equipment that is presently located at the Hames Center (Alaska Arts Southeast, Inc.).

**PURCHASE AGREEMENT BETWEEN CITY AND BOROUGH OF SITKA
AND ALASKA ARTS SOUTHEAST, INC.
REGARDING EXERCISE EQUIPMENT**

This "Purchase Agreement Between City And Borough Of Sitka And Alaska Arts Southeast, Inc. Regarding Exercise Equipment" ("Agreement") is entered into between City and Borough of Sitka ("CBS"), a home rule municipality whose address is 100 Lincoln Street, Sitka, Alaska 99835, and Alaska Arts Southeast, Inc. ("Recipient"), a nonprofit organization, whose address is P.O. Box 3086, Sitka, Alaska 99835, individually referred to in this Agreement as "Party" and collectively as "Parties." This Agreement is for the sale of CBS Exercise Equipment for ten dollars and other valuable consideration to Recipient to continue to be used and/or operated by Sitka Fine Arts Camp at the Lloyd F. Hames Physical Education Center ("Hames Center").

RECITALS

WHEREAS, CBS owns used exercise equipment listed in attached Exhibit A ("Exercise Equipment"), originally purchased over two years ago through the assistance of the Hames Task Force for \$46,840.18 (not including shipping); and

WHEREAS, funds were raised for purchase of the Exercise Equipment by fund raising event and grants listed in attached Exhibit A, with \$709.22 received from CBS; and

WHEREAS, the primary donators, Rasmuson Foundation and CHARR, are in favor of transferring the Exercise Equipment to Recipient; and

WHEREAS, on February 1, 2011, the Parties entered into an Agreement Between City And Borough Of Sitka And Alaska Arts Southeast, Inc. Regarding Exercise Equipment to loan the Exercise Equipment to Recipient ("Loan Agreement"); and

WHEREAS, Recipient, a non-profit organization, desires to own in its own name the Exercise Equipment at the Hames Center to expedite repairs and ordering parts, and continue to use the Exercise Equipment for public use and/or for use by its affiliate, Sitka Fine Arts Camp; and

WHEREAS, CBS desires to transfer ownership of the Exercise Equipment in "as is" condition, for public purpose at the nominal cost of ten dollars and other valuable consideration, if Recipient agrees to the terms, conditions and covenants in this Agreement, holding harmless, defending and indemnifying CBS regarding the Exercise Equipment; and

WHEREAS, CBS finds that competitive bid is not warranted under SGC 18.08.020B, based on the value of the Exercise Equipment, the Recipient being a non-profit corporation, and the use of the Exercise Equipment for the public and/or Sitka Fine Arts Camp participants; and

WHEREAS, in accordance with Sitka General Code ("SGC") 18.08.020B, this Agreement was recommended by the Municipal Administrator, as well as approved by CBS Assembly at its meeting on _____, 2012.

THEREFORE, the Parties agree to the following terms, conditions, and covenants.

TERMS, CONDITIONS AND COVENANTS

Section 1. Terms. The Parties agree to the following "Terms."

A. CBS agrees to sell to Recipient the Exercise Equipment for ten dollars and other valuable consideration to be paid when the Agreement is executed. The Exercise Equipment is for use at the Hames Center.

B. Recipient accepts the CBS Exercise Equipment in its "AS IS" condition, and understands no representations or warranties are made by CBS as to the Exercise Equipment condition, usability or its design, except that may exist based on any issued manufacturer warranty.

C. Recipient is responsible for the Exercise Equipment continued maintenance and repair, and the associated cost of maintenance and repair.

Section 2. Liability, Release, Hold Harmless and Indemnification. Recipient shall be liable, appear and defend, hold harmless and indemnify CBS against any and all claims, since the lease period of the Exercise Equipment and all future claims for injuries and/damages to persons and/or property, including property loss, personal injury and/or death, economic loss, punitive damages, court costs, expenses, and attorney's fees, whether or not suit is filed, related to the Exercise Equipment and/or its use, caused in whole or in part by any act or omission of Recipient or any of its officers, agents, employees, volunteers, members, representatives, servants, contractors, or subcontractors, or anyone employed by them, or invitees.

Section 3. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of employee and employer, principal and agent, partnership, or joint venture between the Parties.

Section 4. Authority. By signing this Agreement, each person signing warrants the authority to bind the Party for whom the signer represents.

Section 5. Disputes. The exclusive jurisdiction and venue as to any dispute regarding this Agreement shall be with the Alaska Superior Court for the First Judicial District, at Sitka. In any dispute related to this Agreement, the prevailing party, as determined by the Court, shall be awarded its reasonable attorneys fees and costs incurred.

Section 6. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained.

ALASKA ARTS SOUTHEAST, INC.

STATE OF ALASKA)
) ss. ACKNOWLEDGMENT
FIRST JUDICIAL DISTRICT)

On this ____ day of _____, 2012, _____, personally appeared before me, who I personally know, and as the _____ for the Alaska Arts Southeast Alaska, Inc., a non-profit organization, and by signing the above Agreement affirms that s/he is the authorized to do so by the Alaska Arts Southeast, Inc., and does so freely and voluntarily.

Notary Public for Alaska
My Commission Expires: _____

CITY AND BOROUGH OF SITKA

Jim Dinley, Municipal Administrator

STATE OF ALASKA)
) ss. MUNICIPAL ACKNOWLEDGMENT
FIRST JUDICIAL DISTRICT)

THIS CERTIFIES that on this ____ day of _____, 2012, Jim Dinley personally appeared before me and who is personally known by me as the Municipal Administrator of the City and Borough of Sitka, Alaska, a municipal corporation organized under the laws of the State of Alaska, and by signing the above Agreement affirms that he is authorized to do so by the City and Borough of Sitka, and does so freely and voluntarily.

Notary Public for Alaska
My Commission Expires: _____

**PURCHASE AGREEMENT BETWEEN CITY AND BOROUGH OF SITKA
AND ALASKA ARTS SOUTHEAST, INC.
REGARDING EXERCISE EQUIPMENT**

This “**Purchase Agreement Between City And Borough Of Sitka And Alaska Arts Southeast, Inc. Regarding Exercise Equipment**” (“Agreement”) is entered into between **City and Borough of Sitka** (“CBS”), a home rule municipality whose address is 100 Lincoln Street, Sitka, Alaska 99835, and **Alaska Arts Southeast, Inc.** (“Recipient”), a nonprofit organization, whose address is P.O. Box 3086, Sitka, Alaska 99835, individually referred to in this Agreement as “Party” and collectively as “Parties.” This Agreement is for the sale of CBS Exercise Equipment for ten dollars and other valuable consideration to Recipient to continue to be used and/or operated by Sitka Fine Arts Camp at the Lloyd F. Hames Physical Education Center (“Hames Center”).

RECITALS

WHEREAS, CBS owns used exercise equipment listed in attached Exhibit A (“Exercise Equipment”), originally purchased over two years ago through the assistance of the Hames Task Force for \$46,840.18 (not including shipping); and

WHEREAS, funds were raised for purchase of the Exercise Equipment by fund raising event and grants listed in attached Exhibit A, with \$709.22 received from CBS; and

WHEREAS, the primary donators, Rasmuson Foundation and CHARR, are in favor of transferring the Exercise Equipment to Recipient; and

WHEREAS, on February 1, 2011, the Parties entered into an Agreement Between City And Borough Of Sitka And Alaska Arts Southeast, Inc. Regarding Exercise Equipment to loan the Exercise Equipment to Recipient (“Loan Agreement”); and

WHEREAS, Recipient, a non-profit organization, desires to own in its own name the Exercise Equipment at the Hames Center to expedite repairs and ordering parts, and continue to use the Exercise Equipment for public use and/or for use by its affiliate, Sitka Fine Arts Camp; and

WHEREAS, CBS desires to transfer ownership of the Exercise Equipment in “as is” condition, for public purpose at the nominal cost of ten dollars and other valuable consideration, if Recipient agrees to the terms, conditions and covenants in this Agreement, holding harmless, defending and indemnifying CBS regarding the Exercise Equipment; and

WHEREAS, CBS finds that competitive bid is not warranted under SGC 18.08.020B, based on the value of the Exercise Equipment, the Recipient being a non-profit corporation, and the use of the Exercise Equipment for the public and/or Sitka Fine Arts Camp participants; and

WHEREAS, in accordance with Sitka General Code (“SGC”) 18.08.020B, this Agreement was recommended by the Municipal Administrator, as well as approved by CBS Assembly at its meeting on _____, 2012.

THEREFORE, the Parties agree to the following terms, conditions, and covenants.

TERMS, CONDITIONS AND COVENANTS

Section 1. Terms. The Parties agree to the following "Terms."

A. CBS agrees to sell to Recipient the Exercise Equipment for ten dollars and other valuable consideration to be paid when the Agreement is executed. The Exercise Equipment is for use at the Hames Center.

B. Recipient accepts the CBS Exercise Equipment in its "AS IS" condition, and understands no representations or warranties are made by CBS as to the Exercise Equipment condition, usability or its design, except that may exist based on any issued manufacturer warranty.

C. Recipient is responsible for the Exercise Equipment continued maintenance and repair, and the associated cost of maintenance and repair.

Section 2. Liability, Release, Hold Harmless and Indemnification. Recipient shall be liable, appear and defend, hold harmless and indemnify CBS against any and all claims, since the lease period of the Exercise Equipment and all future claims for injuries and/damages to persons and/or property, including property loss, personal injury and/or death, economic loss, punitive damages, court costs, expenses, and attorney's fees, whether or not suit is filed, related to the Exercise Equipment and/or its use, caused in whole or in part by any act or omission of Recipient or any of its officers, agents, employees, volunteers, members, representatives, servants, contractors, or subcontractors, or anyone employed by them, or invitees.

Section 3. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of employee and employer, principal and agent, partnership, or joint venture between the Parties.

Section 4. Authority. By signing this Agreement, each person signing warrants the authority to bind the Party for whom the signer represents.

Section 5. Disputes. The exclusive jurisdiction and venue as to any dispute regarding this Agreement shall be with the Alaska Superior Court for the First Judicial District, at Sitka. In any dispute related to this Agreement, the prevailing party, as determined by the Court, shall be awarded its reasonable attorneys fees and costs incurred.

Section 6. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained.

ALASKA ARTS SOUTHEAST, INC.

STATE OF ALASKA)
) ss. ACKNOWLEDGMENT
FIRST JUDICIAL DISTRICT)

On this ____ day of _____, 2012, _____, personally appeared before me, who I personally know, and as the _____ for the Alaska Arts Southeast Alaska, Inc., a non-profit organization, and by signing the above Agreement affirms that s/he is the authorized to do so by the Alaska Arts Southeast, Inc., and does so freely and voluntarily.

Notary Public for Alaska
My Commission Expires: _____

CITY AND BOROUGH OF SITKA

Jim Dinley, Municipal Administrator

STATE OF ALASKA)
) ss. MUNICIPAL ACKNOWLEDGMENT
FIRST JUDICIAL DISTRICT)

THIS CERTIFIES that on this ____ day of _____, 2012, Jim Dinley personally appeared before me and who is personally known by me as the Municipal Administrator of the City and Borough of Sitka, Alaska, a municipal corporation organized under the laws of the State of Alaska, and by signing the above Agreement affirms that he is authorized to do so by the City and Borough of Sitka, and does so freely and voluntarily.

Notary Public for Alaska
My Commission Expires: _____

AGREEMENT BETWEEN CITY AND BOROUGH OF SITKA
AND ALASKA ARTS SOUTHEAST, INC.
REGARDING EXERCISE EQUIPMENT

This "Agreement Between City And Borough Of Sitka And Alaska Arts Southeast, Inc. Regarding Exercise Equipment" ("Agreement") is entered into between **City and Borough of Sitka** ("CBS"), a Home Rule Municipality whose address is 100 Lincoln Street, Sitka, Alaska 99835, and **Alaska Arts Southeast, Inc.** ("Recipient"), a nonprofit organization, whose address is P.O. Box 3086, Sitka, Alaska 99835, individually referred to in this Agreement as "Party" and collectively as "Parties." This Agreement involves loan of CBS exercise equipment to Recipient to be used and/or operated by Sitka Fine Arts Camp at the Lloyd F. Hames Physical Education Center ("Hames Center").

RECITALS

WHEREAS, CBS owns used exercise equipment, originally purchased over two years ago for under \$40,000 (not including shipping), and currently estimated to be valued at less than \$25,000 by the City and Borough of Sitka Finance Director due to its use and depreciation;

WHEREAS, Recipient, a non-profit organization, desires to use CBS exercise equipment at the Hames Center for public use and/or for use by its affiliate, Sitka Fine Arts Camp;

WHEREAS, CBS finds that competitive bid is not warranted, based on the value of the exercise equipment, the Recipient being a non-profit corporation, and the use of the equipment will be by the public and/or Sitka Fine Arts Camp participants;

WHEREAS, CBS desires to allow this use of the exercise equipment for public purpose at no cost if Recipient agrees to the terms, conditions and covenants in this Agreement, including the provisions requiring insurance and holding harmless, defending and indemnifying CBS regarding the exercise equipment and its use; and

WHEREAS, in accordance with Sitka General Code ("SGC") 18.08.020A, this Agreement was recommended by the Municipal Administrator, as well as approved by CBS Assembly at its meeting on January 25, 2011.

THEREFORE, the Parties agree to the following terms, conditions, and covenants.

TERMS, CONDITIONS AND COVENANTS

Section 1. Terms of Agreement. Except as provided otherwise in Section 2 of this Agreement, entitled "Termination of Agreement," the Parties agree to the following "Terms of Agreement."

A. CBS agrees to allow Recipient to use CBS exercise equipment listed in attached Attachment A ("Exercise Equipment") at the Hames Center, until the Agreement is terminated.

B. Recipient accepts the CBS Exercise Equipment in its "AS IS" condition, and understands no representations or warranties are made by CBS as to the Exercise Equipment condition, usability or its design, except that may exist based on any issued manufacturer warranty.

C. CBS agrees to not charge Recipient for the Exercise Equipment or its use during the term of this Agreement.

D. Recipient is responsible for the Exercise Equipment maintenance and repair, and the associated cost of maintenance and repair, during the term of this Agreement and until the Agreement is terminated. If any piece of Exercise Equipment listed in Exhibit A is returned prior to termination of this Agreement, Recipient's responsibility for maintenance and repair for that piece of Exercise Equipment ends upon receipt of the returned piece of Exercise Equipment by CBS.

Section 2. Termination of Agreement.

A. This Agreement may be terminated for any reason by either Party upon 30-day-written notice of termination, sent by certified mail to the other Party.

B. This Agreement shall terminate by the CBS for any of the following reasons with only a 15 day written notice sent to certified mail, unless the Recipient cures the reason for the notice within the 15 day cure period, or unless the 15 day cure period is extended by the CBS:

1. Dissolution of the Recipient corporation;
2. Loss of Recipient's non-profit status;
3. Failure of Recipient to hold a current Alaska business license; or
4. Failure of Recipient to maintain an "active" and "good standing" status as an Alaska non-profit corporation with the Alaska Department of Commerce.

C. If this Agreement is terminated, Recipient shall return Exercise Equipment to CBS within 30 days after the date of termination of this Agreement in the same condition as it was received, subject to normal "wear and tear." If CBS determines that any of the Exercise Equipment has been damaged and/or is in a used condition beyond just normal "wear and tear," or is not returned, Recipient agrees to pay for the repair, damages, or the cost of the piece(s) of Exercise Equipment, at a reasonable cost determined exclusively by CBS.

Section 3. Insurance. Recipient shall maintain property damage and comprehensive general liability insurance that shall include coverage regarding the Exercise Equipment and its use, in an amount no less than one million dollars (\$1,000,000). CBS shall be an additional named insured on the insurance policy regarding the Exercise Equipment.

Section 4. Liability, Release, Hold Harmless and Indemnification.

A. Recipient shall be liable, appear and defend, hold harmless and indemnify CBS against any and all claims for injuries and/damages to persons and/or property, including property loss, personal injury and/or death, economic loss, punitive damages, court costs, expenses, and attorney's fees, whether or not suit is filed, related to the Exercise Equipment and/or its use, caused in whole or in part by any act or omission of Recipient or any of its officers, agents, employees, volunteers, members, representatives, servants, contractors, or subcontractors, or anyone employed by them, or invitees.

B. Recipient shall obtain a signature on a liability waiver form by each participant and/or parent/legal guardian of a minor participant before the participant uses the Exercise Equipment that releases CBS from any and all claims associated with the Exercise Equipment and its use.

Section 5. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of employee and employer, principal and agent, partnership, or joint venture between the Parties.

Section 6. Assignment. This Agreement shall only be assigned if consented to by the CBS Assembly.

Section 7. Amendment.

A. This Agreement shall only be amended, modified or changed by a written document, executed by authorized representatives of the Parties.

B. Any attempt to amend, modify, or change this Agreement by either an unauthorized representative or unauthorized means shall be void.

Section 8. Authority. By signing this Agreement, each person signing warrants the authority to bind the Party for whom the signer represents.

Section 9. Disputes. The exclusive jurisdiction and venue as to any dispute regarding this Agreement shall be with the Alaska Superior Court for the First Judicial District, at Sitka. In any dispute related to this Agreement, the prevailing party, as determined by the Court, shall be awarded its reasonable attorneys fees and costs incurred.

ALASKA ARTS SOUTHEAST, INC.

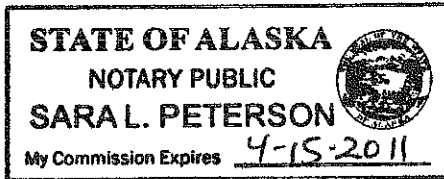
Roger Schmidt
Executive Director

STATE OF ALASKA)

) ss. ACKNOWLEDGMENT

FIRST JUDICIAL DISTRICT)

On this 1 day of February, 2011, Roger Schmidt, personally appeared before me, who I personally know, and as the Executive Director for the Alaska Arts Southeast Alaska, Inc., a non-profit organization, and by signing the above Agreement affirms that s/he is the authorized to do so by the Alaska Arts Southeast, Inc., and does so freely and voluntarily.



Sara L Peterson
Notary Public for Alaska
My Commission Expires: 4-15-2011

CITY AND BOROUGH OF SITKA

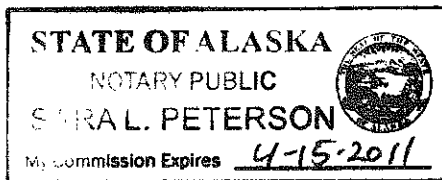
Jim Dinley
Jim Dinley, Municipal Administrator

STATE OF ALASKA)

) ss. MUNICIPAL ACKNOWLEDGMENT

FIRST JUDICIAL DISTRICT)

THIS CERTIFIES that on this 2 day of February 2011, Jim Dinley personally appeared before me and who is personally known by me as the Municipal Administrator of the City and Borough of Sitka, Alaska, a municipal corporation organized under the laws of the State of Alaska, and by signing the above Agreement affirms that he is authorized to do so by the City and Borough of Sitka, and does so freely and voluntarily.



Sara L Peterson
Notary Public for Alaska
My Commission Expires: 4-15-2011

Tier 1/Tier 2 (\$25,000 or less)
Itemized Project Budget

Organization: City and Borough of Sitka

Date: December 2008

Project title: Hames Athletic and Wellness Center Fitness Equipment

Rasmuson request total: \$25,000

Under COSTS, list specific project components, the number of units, and the cost of each. Separate capital items from non-capital items (for example, do not include shipping, installation, or training as part of the cost of a capital item).

Under SOURCES of FUNDING, list the sources of funding for each component and indicate whether those funds are pending, committed, or secured; and whether they are cash or in-kind. Show how project revenues are allocated to costs.

COSTS (Expenses)				SOURCES OF FUNDING (Revenue)			
Item - List each project component	Unit cost	# Units	Item cost (quote or estimate)	Rasmuson request	Other funding	Other sources of funding - Name and list each source of revenue for each item.	
9 Life Fitness Pro2 Series Strength Machines and 1 Dual adjustable pulley multi-station strength machines	\$23,417.00	10	\$23,417.00	\$23,417.00			
Treadmill, 2 Elliptical machines plus freight to Seattle	\$9,680.00	3	\$9,680.00		\$9,680.00	Community Schools	
2 recumbent bikes plus shipping	\$6,199.00	2	\$6,199.00		\$6,199.00	CHARR (\$5,000) & Fundraiser (\$1,199)	
Shipping for ten pieces of strength equipment (Total shipping : \$7,544.18)	\$7,544.18		\$7,544.18	\$1,583.00	\$5,961.18	AK, Blue Cross Blue Shield (\$3,000); Community fund raising (\$2251.96); CBS (\$709.22)	
TOTALS			\$46,840.18	\$25,000.00	\$21,840.18		

ATTACHMENT A
131

Date: 11-AUG-2008
Expires: 21-OCT-2008



Quote# 118126-3
Page: 1/3

Sales Representative BROWN, RICHARD

Company Life Fitness

Office # 360-753-1663
Cell # 206-240-9020
Fax # 560-637-0346
Email Richard.Brown@lifefitness.com

Address 5100 North River Road
Schiller Park, IL 60176
USA

Phone Main (847) 288-3300
Toll Free (800) 735-3867

Bill To CITY AND BOROUGH OF SITKA PARKS
AND RECREATION
100 LINCOLN STREET
SITKA, SITKA BOROUGH
AK 99835
United States

Ship To CITY AND BOROUGH OF SITKA PARKS
AND RECREATION
100 LINCOLN STREET
SITKA, SITKA BOROUGH
AK 99835
United States

Contact
Office #
Cell #
Fax #
Email

Contact LYNNE MCGOWAN
Office # -907-747-1852
Cell #
Fax #
Email PARKS@CITYOFSITKA.COM

Line	Model/Description	Item Number	Qty	Unit Price (USD)	Unit Discount (USD)	Unit Price Selling (USD)	Total Price Selling (USD)
1.0	PSCP PRO2 CHEST PRESS - FRAME.WHT/UPH.BLK/LANG.ENG/WGT STK.LB/SHR.REAR Total: 2,102.00(USD)	PSCP	1	2,811.00	-812.00	1,999.00	1,999.00
1.1	SHR.REAR	PSCP-0502	1	103.00	0.00	103.00	103.00
2.0	PSFLY PRO2 PECTORAL FLY/REAR DELTOID - FRAME.WHT/UPH.BLK/LANG.ENG/WGT STK.LB/SHR.REAR Total: 2,102.00(USD)	PSFLY	1	2,811.00	-812.00	1,999.00	1,999.00
2.1	SHR.REAR	PSFLY-0502	1	103.00	0.00	103.00	103.00
3.0	PSSP PRO2 SHOULDER PRESS - FRAME.WHT/UPH.BLK/LANG.ENG/WGT STK.LB/SHR.REAR Total: 1,902.00(USD)	PSSP	1	2,703.00	-904.00	1,799.00	1,799.00
3.1	SHR.REAR	PSSP-0502	1	103.00	0.00	103.00	103.00
4.0	PSPD PRO2 LAT PULLDOWN - FRAME.WHT/UPH.BLK/LANG.ENG/WGT STK.LB/SHR.REAR Total: 1,802.00(USD)	PSPD	1	2,378.00	-679.00	1,699.00	1,699.00
4.1	SHR.REAR	PSPD-0502	1	103.00	0.00	103.00	103.00

This is a draft quote and not a contract - Subject to management approval

Attachment A
page 2

Date: 11-AUG-2008
Expires: 21-OCT-2008



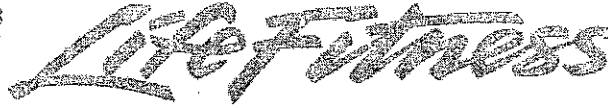
Quote# 118126 - 3
Page: 2/3

Line	Model/Description	Item Number	Qty	Unit Price (USD)	Unit Discount (USD)	Unit Price Selling (USD)	Total Price Selling (USD)
5.0	PSRW PRO2 SEATED ROW - FRAME.WHT/UPH.BLK/LANG.ENG/WGT STK.LB/SHR.REAR Total: 2,102.00(USD)	PSRW	1	2,811.00	-812.00	1,999.00	1,999.00
5.1	SHR.REAR	PSRW-0502	1	103.00	0.00	103.00	103.00
6.0	PSSLC PRO2 SEATED LEG CURL - FRAME.WHT/UPH.BLK/LANG.ENG/WGT STK.LB/SHR.REAR Total: 2,102.00(USD)	PSSLC	1	3,081.00	-1,082.00	1,999.00	1,999.00
6.1	SHR.REAR	PSSLC-0502	1	103.00	0.00	103.00	103.00
7.0	PSLE PRO2 LEG EXTENSION - FRAME.WHT/UPH.BLK/LANG.ENG/WGT STK.LB/SHR.REAR Total: 2,002.00(USD)	PSLE	1	2,973.00	-1,074.00	1,899.00	1,899.00
7.1	SHR.REAR	PSLE-0502	1	103.00	0.00	103.00	103.00
8.0	PSSLP PRO2 SEATED LEG PRESS - FRAME.WHT/UPH.BLK/LANG.ENG/WGT STK.LB/SHR.REAR Total: 3,602.00(USD)	PSSLP	1	4,866.00	-1,367.00	3,499.00	3,499.00
8.1	SHR.REAR	PSSLP-0502	1	103.00	0.00	103.00	103.00
9.0	PSADC PRO2 ASSISTED DIP/CHIN - FRAME.WHT/UPH.BLK/LANG.ENG/WGT STK.LB/SHR.REAR Total: 2,002.00(USD)	PSADC	1	3,352.00	-1,453.00	1,899.00	1,899.00
9.1	SHR.REAR	PSADC-0502	1	103.00	0.00	103.00	103.00
10.0	CMDAP CABLE MOTION DUAL ADJUSTABLE PULLEY - FRAME.WHT/WGT STK.LB/SHR.REAR/BOOMHANDLES Total: 3,449.00(USD)	CMDAP	1	4,850.00	-1,401.00	3,449.00	3,449.00

This is a draft quote and not a contract - Subject to management approval

Attachment A
page 3

Date: 11-AUG-2008
Expires: 21-OCT-2008



Quote# 118126 - 3
Page: 3/3

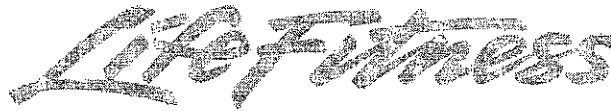
PO Number	Subtotal	
Payment Type	List Price	33,563.00
Payment Terms NET 30	Total Adjustment	-10,396.00
Freight Terms	Selling Price	23,167.00
FOB SHIP POINT		
	Freight	0.00
	Fuel Surcharge	0.00
	Installation	0.00
	Handling	250.00
	Tax	
	TAXES AS APPLICABLE	
	Total(USD)	23,417.00

Notes:

ADDITIONAL TERMS OF SALE:

FOB Life Fitness' dock. Invoice will issue on shipment. Life Fitness may ship partial orders. Terms and Conditions of Sale which appear on purchaser's document (including Purchase Orders) and which are inconsistent with these terms shall be voided. Orders canceled after shipment (or after production starts for Built-To-Order products) are subject to a 20% restocking fee. Delays in delivery at customer request may result in storage fees. Prices are good for 30 days. All invoices will be in U.S. dollars and will reflect Exchange Rate at time of shipment. Payment terms and credit lines are subject to Life Fitness credit approval.

Date: 04-FEB-2008
Expires: 24-APR-2008



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Page: 1/2

Sales Representative BROWN, RICHARD

Company Life Fitness

Office # 253-926-0563
Cell # 206-240-9020
Fax # 360-637-0346
Email Richard.Brown@lifefitness.com

Address 5100 North River Road
Schiller Park, IL 60176
USA

Phone Main (847) 288-3300
Toll-Free (800) 735-3867

Bill To CITY AND BOROUGH OF SITKA PARKS
AND RECREATION
100 LINCOLN STREET
SITKA, SITKA BOROUGH
AK 99835
United States

Ship To CITY AND BOROUGH OF SITKA PARKS
AND RECREATION
100 LINCOLN STREET
SITKA, SITKA BOROUGH
AK 99835
United States

Contact LYNNE MCGOWAN
Office # -907-747-1852
Cell #
Fax #
Email PARKS@CITYOFSITKA.COM

Contact
Office #
Cell #
Fax #
Email

Line	Model/Description	Item Number	Qty	Unit Price (USD)	Unit Discount (USD)	Unit Price Selling (USD)	Total Price (USD)
1.0	93T 93T Classic Treadmill - 4HP AC - HR	93T-0100-09	1	6,299.00	-2,600.00	3,699.00	3,699.00
2.0	91X 91Xi Classic Cross-Trainer w/Upgraded Console	91X-0000-02	2	4,299.00	-1,500.00	2,799.00	5,598.00

PO Number		Subtotal	
Payment Type		List Price	14,897.00
Payment Terms	NET 30	Total Adjustment	-5,600.00
Freight Terms	PREPAID	Selling Price	9,297.00
FOB	SHIP POINT		
		Charges	383.06
		Line Level Charges	
		FRT AND INSTALL (FREIGHT/INSTAL)	383.06
		Tax	
		TAXES AS APPLICABLE	
		Total(USD)	9,680.06

Notes:

ADDITIONAL TERMS OF SALE:

FOB Life Fitness' dock. Invoice will issue on shipment. Life Fitness may ship partial orders. Terms and Conditions of Sale which appear on purchaser's document (including Purchase Orders) and which are inconsistent with these terms shall be voided. Orders canceled after shipment (or after production starts for Built-To-Order products) are subject to a 20% restocking fee. Delays in delivery at customer request may result in storage fees. Prices are good for 30 days. All invoices will be in U.S. dollars and will reflect Exchange Rate at time of shipment. Payment terms and credit lines are subject to Life Fitness credit approval.

Attachment A
Page 5



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/2/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Venneberg Insurance Inc. 225 Harbor Drive Sitka AK 99835	CONTACT NAME: Amy Nutting PHONE (A/C, No, Ext): (907) 747-8625 FAX (A/C, No): (907) 747-5065 E-MAIL ADDRESS: amy@venneberginsurance.com PRODUCER CUSTOMER ID #: 0000847	
	INSURER(S) AFFORDING COVERAGE	
INSURED Alaska Arts Southeast, Inc. dba Sitka Fine Arts Camp P.O. Box 3086 Sitka AK 99835	INSURER A: Scottsdale Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** GL 2010 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	CPS1179313	9/30/2010	9/30/2011	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB					EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
As respects use of gym equipment

CERTIFICATE HOLDER (907) 747-3158 City & Borough of Sitka 100 Lincoln Street Sitka, AK 99835	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Venneberg/AJN
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