

City of Sand Point Council Meeting



Workshop: Tuesday, April 14, 2015 – 2:00 p.m.

Meeting: Tuesday, April 14, 2015– 7:00 p.m.

CALL TO ORDER

ROLL CALL

CITY OF SAND POINT

(packet will be available on website April 10,
2015 www.sandpointak.com)



MAYOR

Mayor Glen Gardner Jr. - Office Exp. 2017

COUNCIL MEMBERS

Danny Cumberlidge	Seat A - Exp. 2016
Allan Starnes	Seat B - Exp. 2017
Shirley Brown	Seat C - Exp. 2016
Jack Foster Jr.	Seat D - Exp. 2017
Marita Gundersen	Seat E - Exp. 2015
Rayette McGlashan	Seat F - Exp. 2015

SAND POINT CITY COUNCIL MEETING AGENDA CITY CHAMBERS

Regular Meeting

Tuesday, April 14, 2015 7:00 pm

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA:

1. Minutes: Minutes of Regular Meeting on March 10, 2015

REPORTS:

1. Finance Officer
2. Administrator
3. DPS Director
4. Fire Chief
5. Public Works Director
6. Harbor Master
7. Student Representative

HEARINGS, ORDINANCES AND RESOLUTIONS:

1. Resolution 15-08: Amending PPP for Medical Benefits
2. Resolution 15-09: Amending Health Plan Policies to Include Employee Participation
3. Resolution 15-10: Amending Personnel Policy Manual for Employment Categories
4. Resolution 15-11: Authorizing Alaska DOT&PF to Design and Construct New Dock
5. Resolution 15-12: Approving AEB FY 2015 Economic Development Grant Agreement

OLD BUSINESS:

1. Health Plan – Medical Waiver

NEW BUSINESS

1. Clean-up Day Donation Request
2. AMHS Dock Use Agreement

PUBLIC COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

THERE IS A WORKSHOP FOR THIS MEETING AT 2 P.M. – SAME DAY IN CITY CHAMBERS

POSTED 04/08/15

SAND POINT CITY COUNCIL
Regular Meeting Minutes

Tuesday, March 10, 2015

CALL TO ORDER:

The regular meeting of the Sand Point City Council was held Tuesday, March 10, 2015, in the Sand Point Council Chambers. Mayor Glen Gardner Jr. called the meeting to order at 7:02 p.m.

ROLL CALL:

Glen Gardner Jr.	Mayor	Present
Danny Cumberlidge	Seat A	Absent - Excused
Allan Starnes	Seat B	Present
Shirley Brown	Seat C	Present
Jack Foster Jr.	Seat D	Present
Marita Gundersen	Seat E	Present
Rayette McGlashan	Seat F	Present

A quorum was established.

Staff in attendance:

Andy Varner, Administrator
Shannon Sommer, City Clerk
Krista Galvin, Finance Officer
John Lucking Jr., Police Chief
David Stokes, Public Works Director
Richard Kochuten Sr., Harbor Master

APPROVAL OF AGENDA:

Mayor Glen Gardner Jr. requested a motion to approve the agenda.

MOTION: Councilperson Jack Foster Jr. made a motion to adopt the agenda.

SECOND: Councilperson Shirley Brown seconded the motion.

VOTE: Motion passed unanimously.

APPROVAL OF CONSENT AGENDA:

1. Minutes of March 10, 2015 Meeting Minutes.

Mayor Glen Gardner Jr. requested a motion to approve the consent agenda.

MOTION: Councilperson Shirley Brown made a motion to approve the consent agenda.

SECOND: Councilperson Rayette McGlashan seconded the motion.

VOTE: Motion passed unanimously.

REPORTS:

Finance Officer- Krista Galvin

Finance Officer Krista Galvin reported that as of January 2015, we received \$25,670.23 in Raw Fish Tax, \$66,562.56 in Sales Tax. She included a bank balance and expenditure and revenue guidelines.

Administrator - Andy Varner

Administrator Andy Varner reported he submitted loan applications to DEC for the Russian Town Water Distribution upgrades. He submitted our Class III Landfill permit application for another 5 years. He attended a town hall meeting in Anchorage for the Marijuana Law, it helped provide material if we hold a public meeting.

Councilperson Shirley Brown asked how many years we have for the landfill left. Public Works Director David Stokes replied, as long as the landfill keeps burning, there is a lot of time left.

Mayor - Glen Gardner Jr.

Mayor Gardner reported they will speak more about the City Dock. There are no funds available for the Community Jail house. SWAMC was a great conference. The City building roofing material has been ordered. Building Maintenance Kenneth Spjut has been busy renovating the bathrooms in the harbor house.

Department of Public Safety - Chief John Lucking Jr.

Police Chief John Lucking Jr.'s reported he included statistical information in his report. EMS has been busy; the Officers cleaned the Fire Hall. He has been busy training new Police Officer Alvin Osterback Jr. They did probation checks.

Public Works Director – David Stokes

Public Works Director David Stokes reported they graded and swept roads, serviced a Public Safety vehicle, burned the alder pile by the landfill and graded the pad, cleaned the shop, fueled City buildings, Moved 8 junk cars and trucks, worked on the Crusher, put in a new bay door at the Water Plant and worked on the Shumagin pad.

Landfill

They worked on the skid steer lug nuts and stacked the car and trucks into the junk pile.

Recycling Center

They burned 400 gallons of waste oil.

Water and Sewer

Water/Sewer Supervisor Allen Hill's report included in the packet.

Harbor Master - Richard Kochuten Sr.

Harbor Master Richard Kochuten Sr. reported all equipment is being maintained, greased and oiled. They have started work on the City dock. Kendrick Equipment is scheduled to arrive to do the inspection on the Travelift, and they have ordered new tires for the Gehl.

Student Representative – Colten Mack

Student Representative Colten Mack was not in attendance.

HEARINGS, ORDINANCES, AND RESOLUTIONS:

1. Ordinance 2015-02: Marijuana and Possession Definitions – 2nd Reading

MOTION: Councilperson Shirley Brown made a motion to put Ordinance 2015-02: Marijuana Possession and Definitions on the floor for 2nd Reading.

SECOND: Councilperson Allan Starnes seconded the motion.

VOTE: Marita-yes; Rayette-yes; Shirley-yes; Allan-yes; Jack-no.
Motion passed.

MOTION: Councilperson Rayette McGlashan made a motion to adopt Ordinance 2015-02: Marijuana Possession and Definitions.

SECOND: Councilperson Shirley Brown seconded the motion.

VOTE: Marita-yes; Rayette-yes; Shirley-yes; Allan-yes; Jack-no.
Motion passed.

2. Resolution 15-07: Amending PPP for Marijuana

MOTION: Councilperson Shirley Brown made a motion to adopt Resolution 15-07: Amending PPP for Marijuana.

SECOND: Councilperson Allan Starnes seconded the motion.

VOTE: Motion passed unanimously.

3. Resolution 15-08: Amending PPP for Medicare

Resolution 15-08: Amending PPP for Medicare was postponed until April's agenda.

OLD BUSINESS:

- 1. Health Plan – Medical Waiver

Health Plan – Medical Waiver was postponed until April’s agenda.

NEW BUSINESS:

- 1. QTT Donation Request Earth Day

MOTION: Councilperson Jack Foster Jr. made a motion to donate \$250 same as last year.

SECOND: Councilperson Allan Starnes seconded the motion.

VOTE: Motion passed unanimously.

- 2. QTT Donation Request Culture Camp

MOTION: Councilperson Shirley Brown made to motion to donate \$3000 same as last year.

SECOND: Councilperson Jack Foster Jr. seconded the motion.

VOTE: Motion passed unanimously.

- 3. Janice Shuravloff Memorial Easter Egg Hunt

MOTION: Councilperson Jack Foster Jr. made to motion to donate \$300 same as last year.

SECOND: Councilperson Rayette McGlashan seconded the motion.

VOTE: Motion passed unanimously.

PUBLIC COMMENTS:

Patrick Brown asked if there was another place to store waste oil in the harbor. Mayor Gardner stated they have talked about it and will work on the subject in the future. Austin Roof asked the Council for their personal opinion on the Marijuana policy; they replied zero tolerance still applies.

EXECUTIVE SESSION:

MOTION: Councilperson Rayette McGlashan made a motion to move into Executive Session for discussions of pending or threatened lawsuits in which the city has an interest.

SECOND: Councilperson Jack Foster Jr. seconded the motion.

MOTION: Councilperson Jack Foster Jr. made a motion to move out of Executive Session.

SECOND: Councilperson Rayette McGlashan seconded the motion.

No action taken.

COUNCIL COMMENTS: None.

ADJOURNMENT:

MOTION: Councilperson Shirley Brown made a motion to adjourn.

SECOND: Councilperson Jack Foster Jr. seconded the motion.

The meeting adjourned at 8:05 PM.

Glen Gardner Jr., Mayor

ATTEST:

Shannon Sommer, City Clerk

REPORTS

FINANCE OFFICER

**City of Sand Point
Raw Fish Tax Revenue**

	<u>FY10</u>	<u>FY11</u>	<u>FY12</u>		<u>FY13</u>	<u>FY14</u>	<u>FY15</u>
June	83,738.35	89,371.73	217,340.55	July	98,195.23	156,655.84	121,976.31
July	66,700.34	128,368.96	139,818.08	August	68,242.04	137,107.36	48,575.15
August	47,508.96	78,457.48	117,033.81	September	71,393.24	53,307.44	64,362.76
September	37,286.18	80,983.80	79,043.91	October	74,240.08	41,610.64	32,213.32
October	43,372.78	46,603.74	74,929.24	November	5,675.98	22,386.53	7,214.11
November	11,430.85	8,421.65	10,518.19	December	1,305.30	5,337.01	372.97
December	106.26	6.03	92.61	January	39,379.85	43,650.07	25,670.23
January	23,074.95	70,721.63	61,025.94	February	33,190.81	53,363.98	37,006.13
February	46,534.36	91,693.11	80,458.14	March	78,691.30	65,073.23	-
March	63,330.92	79,640.86	103,148.90	April	24,930.11	36,514.38	-
April	33,548.59	25,898.74	29,908.61	May	16,846.94	21,292.12	-
May	44,056.75	59,813.76	26,019.65	June	129,015.93	64,462.43	-
Total	500,689.29	759,981.49	939,337.63		641,106.81	700,761.03	337,390.98

Sales Tax Revenue

	<u>FY10</u>	<u>FY11</u>	<u>FY12</u>		<u>FY13</u>	<u>FY14</u>	<u>FY15</u>
June	69,401.30	73,942.45	96,304.83	July	101,206.98	82,934.73	104,161.56
July	73,865.38	76,586.24	98,121.00	August	76,571.79	73,136.15	88,102.14
August	58,298.67	59,031.08	77,436.07	September	194,900.07	75,647.72	112,966.81
September	55,753.91	66,560.56	89,882.29	October	85,720.47	69,251.83	81,163.42
October	53,344.13	55,806.67	93,787.49	November	90,575.50	46,816.20	43,535.59
November	35,246.04	37,712.73	34,431.36	December	44,723.29	52,116.25	44,980.97
December	43,600.69	46,246.45	59,315.91	January	62,428.48	80,977.40	66,562.56
January	54,916.11	51,438.40	72,690.48	February	57,547.22	84,035.36	69,814.78
February	56,707.52	66,045.08	68,392.21	March	75,307.36	126,325.95	-
March	62,502.76	109,345.24	83,181.02	April	65,117.67	86,407.71	-
April	60,564.66	59,248.18	72,659.25	May	58,775.64	70,189.92	-
May	48,743.68	50,158.53	56,084.05	June	80,381.46	98,758.26	-
Total	672,944.85	752,121.61	902,285.96		993,255.93	946,597.48	611,287.83
				TDX Fines		(150,000.00)	
						796,597.48	

City of Sand Point
Bank Balance

Date

Bank	Account Number	Balance	
		2/28/2015	Date
Key Bank	50-20-500-0025757	2,465,282.58	
Wells Fargo - General	4121344139	49,579.12	
Wells Fargo - Bingo Fund	4121344147	222,979.05	
Wells Fargo - Silver Salmon Fund	4121344154	16,842.09	

CITY OF SAND POINT
***Expenditure Guideline-No Enc Sum©**

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Current Period: FEBRUARY 14-15

	14-15 YTD Budget	14-15 YTD Amt	FEBRUARY MTD Amt	14-15 YTD Balance	% of YTD
GENERAL FUND					
LEGISLATIVE	\$150,600.00	\$98,631.60	\$20,038.54	\$51,968.40	65.49%
ADMINISTRATION	\$1,082,908.00	\$709,635.27	\$38,858.98	\$373,272.73	65.53%
PARKS AND RECREATION	\$41,179.00	\$18,923.22	\$2,090.72	\$22,255.78	45.95%
ANIMAL CONTROL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
PUBLIC SAFETY	\$666,250.00	\$312,829.39	\$41,366.51	\$353,420.61	46.95%
PUBLIC WORKS	\$631,289.00	\$418,037.52	\$75,768.72	\$213,251.48	66.22%
FACILITIES	\$453,968.00	\$187,416.55	\$14,364.30	\$266,551.45	41.28%
TRANSFER PAYMENTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<i>Total GENERAL FUND</i>	\$3,026,194.00	\$1,745,473.55	\$192,487.77	\$1,280,720.45	57.68%
BINGO FUND					
ADMINISTRATION	\$497,404.00	\$365,497.09	\$46,099.52	\$131,906.91	73.48%
<i>Total BINGO FUND</i>	\$497,404.00	\$365,497.09	\$46,099.52	\$131,906.91	73.48%
SILVER SALMON DERBY					
FIRE	\$25,750.00	\$16,352.94	\$0.00	\$9,397.06	63.51%
<i>Total SILVER SALMON DERBY</i>	\$25,750.00	\$16,352.94	\$0.00	\$9,397.06	63.51%
CLINIC OPERATIONS/MAINTENANCE					
ADMINISTRATION	\$32,777.00	\$31,971.00	\$0.00	\$806.00	97.54%
<i>Total CLINIC OPERATIONS/MAINTENANCE</i>	\$32,777.00	\$31,971.00	\$0.00	\$806.00	97.54%
WATER/SEWER OPERATIONS					
WATER/SEWER	\$357,803.00	\$142,661.55	\$21,440.01	\$215,141.45	39.87%
<i>Total WATER/SEWER OPERATIONS</i>	\$357,803.00	\$142,661.55	\$21,440.01	\$215,141.45	39.87%
HARBOR/PORT OPERATIONS					
HARBOR	\$496,500.00	\$428,416.89	\$39,298.47	\$68,083.11	86.29%
<i>Total HARBOR/PORT OPERATIONS</i>	\$496,500.00	\$428,416.89	\$39,298.47	\$68,083.11	86.29%
REFUSE COLLECTION					
PUBLIC WORKS	\$154,179.00	\$106,200.55	\$11,156.78	\$47,978.45	68.88%
<i>Total REFUSE COLLECTION</i>	\$154,179.00	\$106,200.55	\$11,156.78	\$47,978.45	68.88%
SCHOOL LOOP ROAD & PAVING PROJ					
ADMINISTRATION	\$2,574,000.00	\$2,886,318.19	\$0.00	-\$312,318.19	112.13%
<i>Total SCHOOL LOOP ROAD & PAVING PROJ</i>	\$2,574,000.00	\$2,886,318.19	\$0.00	-\$312,318.19	112.13%
SCHOOL LOOP ROAD/CITY OF SP					
ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<i>Total SCHOOL LOOP ROAD/CITY OF SP</i>	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SCHOOL LOOP ROAD/CSP					
ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<i>Total SCHOOL LOOP ROAD/CSP</i>	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
HARBOR CONSTRUCTION					
HARBOR	\$0.00	\$469,045.64	\$0.00	-\$469,045.64	0.00%
<i>Total HARBOR CONSTRUCTION</i>	\$0.00	\$469,045.64	\$0.00	-\$469,045.64	0.00%
Report Total	\$7,164,607.00	\$6,191,937.40	\$310,482.55	\$972,669.60	86.42%

CITY OF SAND POINT
***Revenue Guideline-Alt Code©**

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Current Period: FEBRUARY 14-15

		14-15	14-15	FEBRUARY	14-15	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	YTD
GENERAL FUND						
Active	R 01-022 AK MUNICI LEAGUE INVES	\$0.00	\$171.28	\$21.08	-\$171.28	0.00%
Active	R 01-051 TRANSFER FROM	\$490,267.00	\$0.00	\$0.00	\$490,267.00	0.00%
Active	R 01-200 INTEREST/RESTRICTED	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	R 01-202 FINES AND PENALTYS	\$1,000.00	\$21.46	\$0.00	\$978.54	2.15%
Active	R 01-203 OTHER REVENUE	\$40,000.00	\$139,697.01	\$3,849.09	-\$99,697.01	349.24%
Active	R 01-205 4% SALES TAX	\$900,000.00	\$640,231.31	\$66,562.56	\$259,768.69	71.14%
Active	R 01-213 RAW FISH TAX	\$800,000.00	\$364,847.28	\$25,670.23	\$435,152.72	45.61%
Active	R 01-214 FINE-LATE SALES TAX	\$1,000.00	\$505.81	\$335.76	\$494.19	50.58%
Active	R 01-217 7% B & B Tax	\$15,000.00	\$11,399.92	\$678.06	\$3,600.08	76.00%
Active	R 01-225 PAYMENT IN LIEU OF TAX	\$150,000.00	\$0.00	\$0.00	\$150,000.00	0.00%
Active	R 01-226 EVENT COSTS	\$4,500.00	\$0.00	\$0.00	\$4,500.00	0.00%
Active	R 01-227 ACO REGISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-229 EASTER EGG HUNT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-230 DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-232 EMS FUND	\$0.00	\$2,000.00	\$0.00	-\$2,000.00	0.00%
Active	R 01-233 BUSINESS LIC. FEE	\$2,500.00	\$1,200.00	\$125.00	\$1,300.00	48.00%
Active	R 01-234 SB 46 PERS RELIEF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-236 SAND POINT SWEATSHIR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-238 ANCHORAGE OFFICE	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0.00%
Active	R 01-239 AEB FY12 COMMUNITY GR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-250 STATE REVENUE SHARIN	\$143,876.00	\$149,241.00	\$4,600.00	-\$5,365.00	103.73%
Active	R 01-254 STATE OF ALASKA/DCED	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-256 REVENUE--STATE OF ALA	\$7,500.00	\$0.00	\$0.00	\$7,500.00	0.00%
Active	R 01-257 REVENUE--FEDERAL GOV	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-260 STATE BUSINESS LICENS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-265 STATE PROCESSORS TAX	\$45,000.00	\$0.00	\$0.00	\$45,000.00	0.00%
Active	R 01-266 EXT FISH TAX SHARING	\$260,000.00	\$241,316.26	\$0.00	\$18,683.74	92.81%
Active	R 01-285 EQUIPMENT RENTAL	\$15,000.00	\$12,551.68	\$0.00	\$2,448.32	83.68%
Active	R 01-291 BUILDING RENTALS	\$125,000.00	\$92,619.75	\$14,040.50	\$32,380.25	74.10%
Active	R 01-293 LIBRARY GRANT	\$10,500.00	\$6,650.00	\$0.00	\$3,850.00	63.33%
Active	R 01-297 POLICE MISC REVENUE	\$1,000.00	\$470.00	\$0.00	\$530.00	47.00%
Active	R 01-298 EMS MISC REVENUE	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	R 01-302 SCHOOL LOOP ROAD CON	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-809 DMVA-DHS&EM - KSDP GR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total	\$3,033,143.00	\$1,662,922.76	\$115,882.28	\$1,370,220.24	54.83%
	Total GENERAL FUND	\$3,033,143.00	\$1,662,922.76	\$115,882.28	\$1,370,220.24	54.83%
BINGO FUND						
Active	R 02-051 TRANSFER FROM	\$42,104.00	\$0.00	\$0.00	\$42,104.00	0.00%
Active	R 02-202 FINES AND PENALTYS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 02-234 SB 46 PERS RELIEF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 02-294 BINGO REVENUE	\$45,000.00	\$31,403.75	\$5,885.50	\$13,596.25	69.79%
Active	R 02-295 PULL TAB REVENUE	\$410,000.00	\$386,017.00	\$49,436.00	\$23,983.00	94.15%
Active	R 02-490 DEPRECIATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 02-861 BINGO SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 02-863 CONCESSIONS	\$300.00	\$66.00	\$0.00	\$234.00	22.00%
	Total	\$497,404.00	\$417,486.75	\$55,321.50	\$79,917.25	83.93%
	Total BINGO FUND	\$497,404.00	\$417,486.75	\$55,321.50	\$79,917.25	83.93%
SILVER SALMON DERBY						

CITY OF SAND POINT
***Revenue Guideline-Alt Code©**

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Current Period: FEBRUARY 14-15

		14-15	14-15	FEBRUARY	14-15	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	YTD
Active	R 03-004 SILVER SALMON DERBY	\$22,000.00	\$15,323.00	\$0.00	\$6,677.00	69.65%
Active	R 03-230 DONATIONS	\$0.00	\$1,650.00	\$0.00	-\$1,650.00	0.00%
	Total	\$22,000.00	\$16,973.00	\$0.00	\$5,027.00	77.15%
	Total SILVER SALMON DERBY	\$22,000.00	\$16,973.00	\$0.00	\$5,027.00	77.15%
CLINIC OPERATIONS/MAINTENANCE						
Active	R 10-257 REVENUE--FEDERAL GOV	\$32,777.00	\$21,851.12	\$2,731.39	\$10,925.88	66.67%
Active	R 10-576 FUEL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total	\$32,777.00	\$21,851.12	\$2,731.39	\$10,925.88	66.67%
	Total CLINIC OPERATIONS/MAINTENANCE	\$32,777.00	\$21,851.12	\$2,731.39	\$10,925.88	66.67%
CITY DOCK WAREHOUSE/DEC						
Active	R 13-256 REVENUE--STATE OF ALA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total CITY DOCK WAREHOUSE/DEC	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
WASTEWATER UPGRADE/DEC						
Active	R 14-051 TRANSFER FROM	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 14-256 REVENUE--STATE OF ALA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total WASTEWATER UPGRADE/DEC	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
AIEDA/ENERGY EFFIECIENCY GRANT						
Active	R 23-256 REVENUE--STATE OF ALA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total AIEDA/ENERGY EFFIECIENCY GRANT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
WATER/SEWER OPERATIONS						
Active	R 61-051 TRANSFER FROM	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 61-052 TRANSFER TO	\$174,303.00	\$0.00	\$0.00	\$174,303.00	0.00%
Active	R 61-202 FINES AND PENALTYS	\$3,500.00	\$969.61	\$30.37	\$2,530.39	27.70%
Active	R 61-203 OTHER REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 61-206 WATER/SEWER REVENUE	\$180,000.00	\$118,966.31	\$10,313.39	\$61,033.69	66.09%
Active	R 61-234 SB 46 PERS RELIEF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total	\$357,803.00	\$119,935.92	\$10,343.76	\$237,867.08	33.52%
	Total WATER/SEWER OPERATIONS	\$357,803.00	\$119,935.92	\$10,343.76	\$237,867.08	33.52%
HARBOR/PORT OPERATIONS						
Active	R 62-027 A/R AEB WATERLINE EXT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 62-051 TRANSFER FROM	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 62-080 BUILDINGS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 62-201 INTEREST	\$3,000.00	\$3,499.99	\$165.64	-\$499.99	116.67%
Active	R 62-203 OTHER REVENUE	\$0.00	\$10,500.00	\$0.00	-\$10,500.00	0.00%
Active	R 62-210 HARBOR/MOORAGE	\$200,000.00	\$175,982.09	\$905.13	\$24,017.91	87.99%
Active	R 62-211 HARBOR/TRAVELLIFT	\$90,000.00	\$61,478.77	\$1,055.23	\$28,521.23	68.31%
Active	R 62-212 BOAT HARBOR/RENTS	\$60,000.00	\$58,134.90	\$14,090.70	\$1,865.10	96.89%
Active	R 62-215 HARBOR/WHARFAGE	\$60,000.00	\$41,450.69	\$12,294.99	\$18,549.31	69.08%
Active	R 62-219 HARBOR ELEC SERVICE F	\$0.00	\$5,513.42	\$475.80	-\$5,513.42	0.00%
Active	R 62-220 HARBOR/ELEC DEPOSIT	\$0.00	\$15,259.66	\$200.00	-\$15,259.66	0.00%
Active	R 62-221 HARBOR/VAN STORAGE	\$18,000.00	\$16,650.69	\$0.00	\$1,349.31	92.50%
Active	R 62-222 HARBOR/STALL ELECTRIC	\$20,000.00	\$16,457.31	\$2,062.92	\$3,542.69	82.29%

CITY OF SAND POINT
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Current Period: FEBRUARY 14-15

		14-15	14-15	FEBRUARY	14-15	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	YTD
Active	R 62-223 HARBOR/ELECTRICITY	\$5,000.00	\$157.89	\$0.00	\$4,842.11	3.16%
Active	R 62-224 GEARSHED LOCKER REN	\$13,000.00	\$8,914.77	\$1,800.00	\$4,085.23	68.58%
Active	R 62-228 CITY/SNOPAC LOCKERS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 62-234 SB 46 PERS RELIEF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 62-237 HARBOR STORAGE	\$2,500.00	\$3,094.88	\$0.00	-\$594.88	123.80%
Active	R 62-258 REVENUE--ALEUTIANS EA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 62-285 EQUIPMENT RENTAL	\$25,000.00	\$14,640.42	\$205.35	\$10,359.58	58.56%
Active	R 62-299 GAIN/LOSS DISPOSITION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total	<u>\$496,500.00</u>	<u>\$431,735.48</u>	<u>\$33,255.76</u>	<u>\$64,764.52</u>	<u>86.96%</u>
	Total HARBOR/PORT OPERATIONS	\$496,500.00	\$431,735.48	\$33,255.76	\$64,764.52	86.96%
REFUSE COLLECTION						
Active	R 65-051 TRANSFER FROM	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 65-052 TRANSFER TO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 65-202 FINES AND PENALTY	\$1,600.00	\$576.02	\$16.22	\$1,023.98	36.00%
Active	R 65-204 REFUSE COLLECTION	\$140,000.00	\$92,349.70	\$8,779.28	\$47,650.30	65.96%
Active	R 65-234 SB 46 PERS RELIEF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total	<u>\$141,600.00</u>	<u>\$92,925.72</u>	<u>\$8,795.50</u>	<u>\$48,674.28</u>	<u>65.63%</u>
	Total REFUSE COLLECTION	\$141,600.00	\$92,925.72	\$8,795.50	\$48,674.28	65.63%
SCHOOL LOOP ROAD/DC						
Active	R 68-257 REVENUE--FEDERAL GOV	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
	Total SCHOOL LOOP ROAD/DC	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SCHOOL LOOP ROAD & PAVING PROJ						
Active	R 70-051 TRANSFER FROM	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 70-256 REVENUE--STATE OF ALA	\$74,000.00	\$0.00	\$0.00	\$74,000.00	0.00%
Active	R 70-261 TRIDENT SEAFOODS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 70-262 STATE OF ALASKA/SAND	\$2,500,000.00	\$2,685,941.74	\$0.00	-\$185,941.74	107.44%
	Total	<u>\$2,574,000.00</u>	<u>\$2,685,941.74</u>	<u>\$0.00</u>	<u>-\$111,941.74</u>	<u>104.35%</u>
	Total SCHOOL LOOP ROAD & PAVING PROJ	\$2,574,000.00	\$2,685,941.74	\$0.00	-\$111,941.74	104.35%
SCHOOL LOOP ROAD/CITY OF SP						
Active	R 71-051 TRANSFER FROM	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
	Total SCHOOL LOOP ROAD/CITY OF SP	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SCHOOL LOOP ROAD/CSP						
Active	R 78-051 TRANSFER FROM	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>0.00%</u>
	Total SCHOOL LOOP ROAD/CSP	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
HARBOR CONSTRUCTION						
Active	R 79-051 TRANSFER FROM	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 79-255 OBLIGATION BOND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 79-256 REVENUE--STATE OF ALA	\$0.00	\$498,471.66	\$0.00	-\$498,471.66	0.00%
Active	R 79-258 REVENUE--ALEUTIANS EA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 79-263 ALEUTIANS EAST BOROU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 79-264 CITY OF SAND POINT DES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total	<u>\$0.00</u>	<u>\$498,471.66</u>	<u>\$0.00</u>	<u>-\$498,471.66</u>	<u>0.00%</u>

CITY OF SAND POINT
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Current Period: FEBRUARY 14-15

	14-15 YTD Budget	14-15 YTD Amt	FEBRUARY MTD Amt	14-15 YTD Balance	% of YTD
Total HARBOR CONSTRUCTION	\$0.00	\$498,471.66	\$0.00	-\$498,471.66	0.00%
Report Total	\$7,155,227.00	\$5,948,244.15	\$226,330.19	\$1,206,982.85	83.13%

CITY OF SAND POINT

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***Fund Summary -
Budget to Actual©**

FEBRUARY 14-15

	14-15 YTD Budget	FEBRUARY MTD Amount	14-15 YTD Amount	14-15 YTD Balance	14-15 % YTD Budget
FUND 01 GENERAL FUND					
Revenue	\$3,033,143.00	\$115,882.28	\$1,662,922.76	\$1,370,220.24	54.83%
Expenditure	\$3,026,194.00	\$192,487.77	\$1,745,473.55	\$1,280,720.45	57.68%
		<u>-\$76,605.49</u>	<u>-\$82,550.79</u>		
FUND 02 BINGO FUND					
Revenue	\$497,404.00	\$55,321.50	\$417,486.75	\$79,917.25	83.93%
Expenditure	\$497,404.00	\$46,099.52	\$365,497.09	\$131,906.91	73.48%
		<u>\$9,221.98</u>	<u>\$51,989.66</u>		
FUND 03 SILVER SALMON DERBY					
Revenue	\$22,000.00	\$0.00	\$16,973.00	\$5,027.00	77.15%
Expenditure	\$25,750.00	\$0.00	\$16,352.94	\$9,397.06	63.51%
		<u>\$0.00</u>	<u>\$620.06</u>		
FUND 10 CLINIC OPERATIONS/MAINTENANCE					
Revenue	\$32,777.00	\$2,731.39	\$21,851.12	\$10,925.88	66.67%
Expenditure	\$32,777.00	\$0.00	\$31,971.00	\$806.00	97.54%
		<u>\$2,731.39</u>	<u>-\$10,119.88</u>		
FUND 13 CITY DOCK WAREHOUSE/DEC					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
FUND 14 WASTEWATER UPGRADE/DEC					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
FUND 23 AIEDA/ENERGY EFFIECIENCY GRANT					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		
FUND 61 WATER/SEWER OPERATIONS					
Revenue	\$357,803.00	\$10,343.76	\$119,935.92	\$237,867.08	33.52%
Expenditure	\$357,803.00	\$21,440.01	\$142,661.55	\$215,141.45	39.87%
		<u>-\$11,096.25</u>	<u>-\$22,725.63</u>		
FUND 62 HARBOR/PORT OPERATIONS					
Revenue	\$496,500.00	\$33,255.76	\$431,735.48	\$64,764.52	86.96%
Expenditure	\$496,500.00	\$39,298.47	\$428,416.89	\$68,083.11	86.29%
		<u>-\$6,042.71</u>	<u>\$3,318.59</u>		
FUND 65 REFUSE COLLECTION					
Revenue	\$141,600.00	\$8,795.50	\$92,925.72	\$48,674.28	65.63%
Expenditure	\$154,179.00	\$11,156.78	\$106,200.55	\$47,978.45	68.88%
		<u>-\$2,361.28</u>	<u>-\$13,274.83</u>		
FUND 68 SCHOOL LOOP ROAD/DC					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<u>\$0.00</u>	<u>\$0.00</u>		

CITY OF SAND POINT

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***Fund Summary -
Budget to Actual©**

FEBRUARY 14-15

	14-15	FEBRUARY	14-15	14-15	14-15
	YTD Budget	MTD Amount	YTD Amount	YTD Balance	% YTD Budget
FUND 70 SCHOOL LOOP ROAD & PAVING PROJ					
Revenue	\$2,574,000.00	\$0.00	\$2,685,941.74	-\$111,941.74	104.35%
Expenditure	\$2,574,000.00	\$0.00	\$2,886,318.19	-\$312,318.19	112.13%
		\$0.00	-\$200,376.45		
FUND 79 HARBOR CONSTRUCTION					
Revenue	\$0.00	\$0.00	\$498,471.66	-\$498,471.66	0.00%
Expenditure	\$0.00	\$0.00	\$469,045.64	-\$469,045.64	0.00%
		\$0.00	\$29,426.02		
Report Total		-\$84,152.36	-\$243,693.25		

TO: Mayor Gardner
City Council Members

FROM: Andy Varner
City Administrator

DATE: April 8, 2015

SUBJ: Monthly Report for April 2015

Here are a few issues we've been working on since the last report:

BUDGET & AUDIT

- The Mayor, Krista and I decided not to introduce a budget amendment for this current fiscal year. In March we were tracking relatively well with revenues and expenses. We will start work on the FY16 budget after this next week when we hopefully have a bit better idea of what is happening with the Legislature.
- I will get some quotes for our next audit, but based on BDO's familiarity with our system – and considering how much better the audit went this past year with Krista and Irina working together with them – BDO will most likely end up doing the report.

HARBOR ISSUES

- We are still negotiating a settlement with URS and R&M over the design issues and the need for more flotation billets. URS offered \$12,000 in compensation, or \$36,000 in professional services. I told them we likely would not want their engineering services. I have thought about their other divisions, however, such as planning if we want to update the City's comprehensive plan (URS did the last version in 2004). Regardless, we are preparing a rebuttal to them and using their response in our compensation claim to R&M.
- We are considering using the utility savings we'll receive from PCE credits in the Harbor (approx.. \$45,000) and putting them toward a more sophisticated Remote Meter Reading system for the digital meters on the floats. There are 84 double-sided pedestals, meaning 168 meters to read, and we have had a few issues reconciling kWh used in the recorded meter reads vs. the actual master meter readings. The remote meter reading system takes out that complication by having a transponder present in each pedestal, and it transmits usage via a cellular signal to a base station (in Harbor house) that records the usage and logs it into a database. That can be uploaded and exported to our billing system for an easy and transparent process, as every user could see exactly what their logged info would look like. The FYI section has more information on this product and quote sheet. The company also offers Ground Fault Monitoring in their units and I'm trying to get information on that, as a possible solution to the GFI protection the State is requiring.

DOCK REPLACEMENT

- The dock project MOA with the State is on this month's agenda. We are also trying to get some match money from the Economic Development Administration (EDA) and it looks like their state director will come out for a visit next month to see the project.

FINANCE

- I have been contemplating options for the City to earn a bit more money with our reserve account. I met with Alaska Permanent Capital Management in March to learn more about Permanent Funds and long-term investment planning. Basically, we earn .01% in the AMLIP account and we can do better than that with short term options (CD), but could get a few % points with something more long term. The AE Borough and several other

communities across the State have permanent funds, and if we experience a good fishing season one of these years it could make sense to explore a more long-term (5+ years) approach to our reserves and asset allocation.

- Sample one-year CD rates as of April 9:
 - o Wells Fargo: 0.10%
 - o EverBank: 0.75%
 - o GE Capital: 1.20%
 - o Northrim Bank: 0.15%

HEALTH PLAN OPTIONS (Cont.)

- Aside from the tools being explored on this month's agenda, I'm looking into another program to contain health care costs. Zane Benefits is a Health Reimbursement Plan system that reimburses employees for their individual premiums and other expenses up to a cap, all tax free. It would require employees to purchase their own individual premiums. Only a few groups in Alaska are using this model, and none with as many employees as we have, so I'm trying to find out more information to see if it would fit Sand Point's needs.
- I did hear on 4/9/15 that we will have a 1.88% rate increase for our Premera renewal.

GENERAL INSURANCE & LIABILITY

- APEI is our insurance carrier and I've been talking to them about ways to reduce our premiums. Shannon and I will attend an OSHA training this summer to get some premium reduction points, and right now one of their Loss Control Managers is planning to come out in August to do some trainings for our various departments to get our premiums reduced.

MARIJUANA LAW

- We should decide if we want to hold a Town Hall meeting on the topic in May. I reached out to the Executive Director of the state's Alcohol Control Board and we played phone tag for a while but I don't think they would send someone out to participate in person.



JOHN H. LUCKING, JR
CHIEF OF POLICE

SAND POINT DEPARTMENT of PUBLIC SAFETY

Post Office Box 423
Sand Point, Alaska 99661
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TEL: (907)383-3700
FAX:(907)383-5496

MEMORANDUM

To: Honorable Glen Gardner, Mayor, City of Sand Point
Andy Varner, City Administrator, City of Sand Point
Mr. Danny Cumberlandidge, City Councilperson, City of Sand Point
Mr. Allan Starnes, City Councilperson, City of Sand Point
Ms. Shirley Brown, City Councilperson, City of Sand Point
Mr. Jack Foster Jr, City Councilperson, City of Sand Point
Ms. Marita Gundersen, City Councilperson, City of Sand Point
Ms. Rayette McGlashan, City Councilperson, City of Sand Point

From: John H. Lucking, Jr., Director of Public Safety

Date: April 9th, 2015

Ref: Department of Public Safety's Monthly Report for March 2015

Police Department

Director of Public Safety/ Chief of Police/ Emergency Manager

- John H. Lucking, Jr.

Police Officers

- Eric Tupper, Police Officer
- Alvin Osterback, Jr., Police Officer
- Vacant

Administrative Assistant

- Denise Mobeck/Day Dispatcher

Dispatchers

- Alfred 'Jesse' Pesterkoff, 911 Dispatcher
- Christine Nielsen, 911 Dispatcher

Police Division Activity

March 2015

5 criminal investigation cases were generated

- 1 Theft of services
- 1 Custodial interference
- 1 reckless driving
- 1 repeat minor consuming
- 1 DWOL/Violating court conditions

2 persons jailed

- 1 minor consuming (Habitual Offender)
- 1 DWOL (Driving Without a License) - Violating court conditions

28 calls to 911

- 13 hang up or misdials
- 1 officer assist for injured person
- 2 domestic violence
- 2 ambulance request
- 4 MOC requests
- 1 drunken disturbance
- 3 misc info for officers
- 1 parenting issue
- 1 REDDI report

Officer Calls for Assistance

- 1 paper service
- 5 welfare check
- 2 REDDI information
- 1 underage alcohol concern
- 1 burglary

Other Officer Activity

- 1 clinic assist for behavioral health person
- 1 theft investigation
- 1 drunken disturbance
- 1 civil standby
- 3 bar/tavern check
- 1 misc investigation
- 1 courtesy transport
- 3 probation check
- 1 returned vehicle to owner

4 recorded traffic stops

- 1 equipment violation
- 2 warning for speed
- 1 citation for speeding

Other Police Activities:

- With March came the resignation of Officer Aaron Spencer and Officer Michael Livingston. The Department is continuing to recruit for the open positions and is currently conducting backgrounds on a list of qualified applicants.

EMS Division

Chief of EMS Division:

- Denise Mobeck, EMS Coordinator

Responses:

- Rescue 1 transported 3 patients to airport for medivacs
- 2 ambulance calls were toned out and required EMS Response

Other Activities:

- Outside trainers From EATS are coming to Sand Point to co-sponsor CPR and advanced EMT classes April 13th through May 2nd, 2015.

Fire Division

Chief of Fire Division:

- Vacant, administrative duties being fulfilled by DPS Director.

Activity:

Recruitment efforts continue as the department seeks to fill the vacant fire chief position.

Monthly reports to the State Fire office are continuing to be sent to assure for continuity in the Department's certification.

New more modern and efficient compressor system for filling air-pack (breathing apparatus) tanks are being researched and should be ordered by the end of April. This system comes at no cost and is the result of a formerly mentioned \$30,000 fire grant.

The City fire response vessel 'Rainmaker' continues to be tended to by volunteer Alan Starnes. Police Officer Osterback, who has operated the vessel in the past, has added depth the number of responders who can operate it.

March 2015 Public Works Report

Shop

Graded Roads

Swept Roads

Cleaned shop

Worked on Champion 740 Exhaust

Worked on crusher, new belt

Poured cement under new door at old water plant

Worked on Shumagin Pad

Attempted to work on old crash building at Airport, too many pallets of fiber in there

Landfill

Short handed for 1.5 weeks

Hauled trash away from dumpsters

Recycling

Staying busy

Water is up on used motor oil at the shop

W&S March 2015

Allen:

- Routine work – ordering parts for Little Sanak water line installation, recycling center drum crusher hookup, water plant ceiling fans, On/Off manual starter for the fire house breathing air compressor, pipe and fittings to properly install air compressor for pressure tank at school pumphouse.
- Vacation from March 6th to 30th.

Vasily and Kleyvin:

- Cleaned turbidimeters at water plant
- Re-installed ceiling at intake pumphouse
- Cleaned intake pumphouse, water plant, school pumphouse and around Nagai lift station
- Installed two new frostproof water spigots at water plant – the old ones had frozen and broke.
- Pumped out Jumps lift station, Mud Bay lift station, Public Works septic tank and Russian Town sewer plant – monthly routine helps keep lift station pumps from failing.
- Cleaned screens for intake at end of reservoir foot bridge
- Moved sewer equipment, fire hydrants and valves to the old water plant. Most of this equipment had been out in the weather.
- Closed Dale Peterson's half open shut off valve that had been leaking water out of the drain hole. The valve is meant to be fully open or closed. When closed the drain let's water flow into the ground from the house and prevent freezing problems.
- Drove water and sewer marker poles along Balboa Court
- Exposed and painted a few manholes

Sand Point Boat Harbor 04-09-2015

All is well at the harbor; the equipment is being serviced on a regular basis.

Work on the city dock continues but at a slow pace.

Dan Magone was here in March and completed work on the float at the new harbor. All underwater work has been completed, the broken water lines have been reconnected, and just awaiting Albert Spiros to do the final valve connection.

Busy hauling and launching boats.

Inspection of the 150 AMO (Travelift) will be on the 15th and 16th of April.

Hauled used oils to city shop.

Dump runs on a regular basis.

Turned the fresh water on to the stalls 04-08-15.

Ken continues work on refitting the down stairs showers at the harbor, going fine.

The Tustumena is scheduled to be in Sand Point twice monthly starting May 7th thru September 2015.

That is all I have to report.

Richard Kochuten Sr.
Harbor Master

**STUDENT
REPRESENTATIVE**

HEARINGS, ORDINANCES AND RESOLUTIONS

City of Sand Point



RESOLUTION 15-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND POINT AMENDING THE CITY PERSONNEL POLICIES AND PROCEDURES MANUAL RELATED TO MEDICAL BENEFITS.

WHEREAS, it is the policy of the City of Sand Point to provide its employees with various welfare and pension benefits; and

WHEREAS, the City reserves the right to modify, amend, or terminate its welfare and pension benefits as they apply to all current, former, and retired employees; and

WHEREAS, the cost to provide health insurance to employees continues to escalate at an unsustainable rate, therefore necessitating the need for alternatives in cost containment.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The City of Sand Point Personnel Policies and Procedures Manual is amended to read:

Section 5-E Disclosure of Benefits

Policy: It is the policy of the City to provide its employees with various welfare and pension benefits. Information and summaries intended to explain these benefit plans will be furnished to all plan participants and beneficiaries on a timely and continuing basis by each individual plan administrator. The City reserves the right to modify, amend, or terminate its welfare and pension benefits as they apply to all current, former, and retired employees. The Administrator of each benefit plan has the discretionary authority to determine eligibility for benefits and to interpret the plan's terms.

Comment:

- (1) The City offers certain benefits to eligible employees, including health, life, and disability insurance and retirement plans. Eligibility will depend upon the specific requirements of each benefit plan. The City also provides a number of other benefits such as annual leave, sick leave and holidays.
- (2) All benefits provided by the City are described in official documents provided by the individual plan administrator. In addition, these documents are the only official and binding materials concerning the City's welfare and pension benefits. All summaries and communications, both written and verbal, must refer to them as binding in cases of questions or disputes.
- (3) The Mayor serves as Administrator of the City's welfare and pension plans. The Administrator is responsible for all communications and disclosures concerning City benefits and for compliance with

all applicable laws and regulations. In addition, the Administrator is available, when appropriate, to answer questions concerning the benefit plans.

(4) Participant contributions to benefit plans normally will be deducted from the employee's paycheck.

(5) Employees, spouses, and dependents covered by the City's health benefit plan will be notified, when appropriate, that they have the opportunity to continue their health care coverage, at their own expense, in certain specified situations including layoff, termination, reduction in hours of employment, and separation or divorce.

[(6) Full-time eligible employees may opt out of the City's health plan by signing a Medical Waiver. Employees will receive a "Medical Earnings" payment in exchange for opting out of the health plan. The Waiver option is not available to elected officials who receive no other compensation from the City.]

PASSED AND APPROVED this 14th day of April, 2015.

CITY OF SAND POINT

Glen Gardner, Jr, Mayor

ATTEST:

Shannon Sommer, City Clerk

City of Sand Point



RESOLUTION 15-09

A RESOLUTION OF THE CITY OF SAND POINT AMENDING THE CITY'S HEALTH INSURANCE PLAN AND POLICIES.

WHEREAS, the City is continuing to review and update a number of its administrative procedures and policies; and

WHEREAS, the City wishes to continue providing health care insurance for City employees; and

WHEREAS, many employers, both in the private and public sectors, are moving increasingly toward employee participation to cost share health care premium costs; and

WHEREAS, the City administration with Council approval has chosen to implement employee participation by paying towards their health care insurance premium; and

WHEREAS, the City Council hereby endorses a pre-tax deduction to be taken from each employees' paycheck to help defer the cost of health insurance; this amount will be \$25, and then reviewed annually at the renewal date of our policy; and

WHEREAS, an employee has the right to waive off the health insurance plan at any time; and

WHEREAS, an employee can be reinstated on the health insurance plan upon renewal date, July 1st of each year, or through a qualifying Life Event.

BE IT RESOLVED, this policy is effective June 1, 2015 and implemented on the July 1, 2015 paychecks for those employees on the City's Health Insurance Plan.

PASSED AND APPROVED this 14th day of April, 2015.

CITY OF SAND POINT

Glen Gardner, Jr, Mayor

ATTEST:

Shannon Sommer, City Clerk

City of Sand Point



RESOLUTION 15-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND POINT AMENDING THE CITY PERSONNEL POLICIES AND PROCEDURES TO DEFINE EMPLOYMENT CATEGORIES.

WHEREAS, City of Sand Point Personnel Policies and Procedures Manual is vague in its definitions of employment categories; and

WHEREAS, City administration, Council, and employees deserve clarity in the policy to determine employment status and benefits eligibility.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The City of Sand Point Personnel Policies and Procedures Manual is amended to read [new language is underlined, deletions are in brackets]:

Section 3-D [Temporary and Part-time Employees] Employment Categories and Classifications

Policy: It is the policy of the City to employ a dedicated and trained workforce and supplement the regular workforce as needed with temporary or part-time employees.

Comment:

- (1) **Employment categories are as follows:**
 - (a) **Regular FULL-TIME employees are those who are not in a temporary position and who are regularly scheduled to work the City of Sand Point's full-time schedule of 32 hours per week or more. Generally, they are eligible for the City of Sand Point's benefit package, subject to the terms, conditions, and limitations of each benefit program. Regular full-time employees shall be a part of the classified service for the purpose of hiring and promotions, unless they occupy a management or confidential position that has been designated in writing as a non-classified position.**
 - (b) **A regular PART-TIME employee is an individual who is hired for an indefinite period, but who works less than a normal workweek. This class of employees is not eligible for the City of Sand Point's benefit package.**
 - (c) **A TEMPORARY employee generally is an individual who is hired either part-time or full-time for a specified, limited period. This class of employees**

is not eligible for the City of Sand Point's benefit package. Other flexible staffing classifications or arrangements may be added as needed.

- (2) Temporary and part-time positions generally will be filled as follows:
 - (a) The head of the department with the need will attempt to fill the position by transfers from within the department.
 - (b) If the position cannot be filled from within the department, the department head will submit a request to the Personnel Department. The Personnel Department will then try to fill the request by transferring employees from other departments.
 - (c) If it is necessary to hire temporary or part-time employees from outside the City, the procedures contained in Hiring, Section 3-A, will be used.
- (3) Regular full-time employees who are given temporary transfers are not considered temporary employees unless their job has been eliminated and only temporary employment is available.
- (4) The City may use students and other similar applicants for flexible staffing purposes, as allowed by law. Minor applicants generally will be required to provide a certificate of age. The Personnel Department will handle the assignment of students to special temporary or part-time jobs that are part of training programs.
- (5) Eligibility of temporary and part-time employees for paid absences, vacations, and holidays is governed by policies contained in Short-Term Absences, Section 5-H; Annual Leave, Section 5-F; and Holidays, Section 5-G. An employee whose status changes from full-time to part-time may use any days of paid absence or vacation earned as a full-time employee. An employee whose status changes from temporary or part-time to full-time will be considered as hired on the date of the change of status for purposes of eligibility for paid absences and vacation. Information concerning eligibility of temporary and part-time employees for other City benefits, if any, is available from the Personnel Department.

PASSED AND APPROVED this 14th day of April, 2015.

CITY OF SAND POINT

Glen Gardner, Jr, Mayor

ATTEST:

Shannon Sommer, City Clerk

City of Sand Point



RESOLUTION 15-11

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE STATE OF ALASKA DOT&PF FOR DESIGN AND CONSTRUCTION OF A NEW CITY DOCK

WHEREAS, the City has for many years sought to significantly repair or even replace the City Dock, capable of further supporting the ferries of the Alaska Marine Highway System and increased vessel traffic and shipment of goods; and

WHEREAS, the City and Alaska DOT&PF in 2014 contracted for a Preliminary Design Study Report of a dock replacement; and

WHEREAS, the Design Study Report identified three alternatives for a replacement project, with the City Council choosing a pile-supported structure, similar to the current dock, as the preferred alternative to pursue; and

WHEREAS, the City Administrator, in compliance with that direction, has negotiated a proposed Memorandum of Agreement with the State of Alaska, Department of Transportation and Public Facilities, and presented that proposed Memorandum of Agreement to the Council; and

WHEREAS, the City Attorney and consultants and to the City have independently assessed the proposed Memorandum of Agreement, and analyzed the risks presented.

THEREFORE, BE IT RESOLVED by the City Council of Sand Point:

1. The benefits to the City from construction of the new dock at the City of Sand Point are sufficiently valuable to the City to outweigh the risks associated with the City's ownership of the dock and the risks associated with construction of the dock.
2. The City Administrator is authorized to sign the Memorandum of Agreement on behalf of the City.

PASSED AND APPROVED this 14th day of April, 2015.

CITY OF SAND POINT

Glen Gardner, Jr, Mayor

ATTEST:

Shannon Sommer, City Clerk

City of Sand Point



RESOLUTION 15-12

A RESOLUTION OF THE CITY COUNCIL APPROVING THE ALEUTIANS EAST BOROUGH FY 2015 ECONOMIC DEVELOPMENT GRANT AGREEMENT FOR THE SAND POINT ROAD PAVING PROJECT

WHEREAS, the City repaired and repaved the Sand Point (Airport) Road in the fall of 2014;
and

WHEREAS, the City requested funding assistance from the Aleutians East Borough to help
complete the project; and

WHEREAS, the Borough has an economic development grant program; and

WHEREAS, the AEB Assembly approved Sand Point's economic development grant request.

THEREFORE, BE IT RESOLVED by the City Council of Sand Point that the AEB FY 2015
Economic Development Grant Agreement is approved, and the City Administrator is authorized
to execute the agreement on behalf of the City.

PASSED AND APPROVED this 14th day of April, 2015.

CITY OF SAND POINT

Glen Gardner, Jr, Mayor

ATTEST:

Shannon Sommer, City Clerk

ALEUTIANS EAST BOROUGH
FY 2015 ECONOMIC DEVELOPMENT GRANT AGREEMENT

THIS GRANT AGREEMENT is entered into between the City of Sand Point (“City”) and the Aleutians East Borough (“Borough”) on the date set out below. The City and Borough agree as follows:

1. Grant Amount. The amount of the grant provided under this Agreement is \$200,000 (two hundred thousand) but shall not exceed the actual amount of reimbursable expenses incurred by the City. All expenses of the project in excess of the amount of the grant shall be borne by City.
2. Project Application of Grant Funds. All funds received by the City under this grant shall be applied to expenses of the Project. The City may reimburse itself for obligations and expenditures made before or after the execution of the grant agreement to the extent such expenses are reimbursable expenses as shown on the Project Budget, Attachment B hereto.
3. Acceptance of Grant. By its acceptance of this grant, the City agrees to provide sufficient local and other funding to ensure the completion of a properly functioning Project as described in Attachment A.
4. Grant Fund Disbursement. After execution and approval of this Agreement and a determination by the Borough that the City has initiated the Project, the Borough shall pay to the City 20% of the grant amount. Initiation of the Project occurs upon receipt of the completed and executed grant agreement.
 - a. Not more often than monthly, the City may submit a request for a grant draw. The amount of the grant draw may not exceed the amount of reimbursable direct expenses paid plus the amount of reimbursable indirect expenses incurred which have not been reimbursed under a prior draw request.
 - b. Each draw request must be accompanied by a verification of reimbursable expenses paid and a report of the work accomplished to the date of the grant draw request. A request for a grant draw must be submitted in the form substantially as set out in Attachment C.
 - c. The City acknowledges that the disbursement by the Borough of a draw pursuant to a request by the City does not constitute acceptance of any item as a reimbursable Project expense until all Project expenses are audited and the expense is determined to be reimbursable.

5. Project Budget. The approved Project Budget is set out in Attachment B. The adjustment of expenditures among budgeted items is allowed, however, if actual Project expenses exceed the total estimated eligible expenses. The Borough is not liable for any such expenses except as may be authorized by an amendment to this agreement and Attachment B. If actual Project expenses are less than the estimated expenses set out on Attachment B, the grant will be reduced by an amount equal to the difference between the actual expense and the total estimated expenses set out on Attachment A but less any amount required to be returned to the State of Alaska or the Federal Government by virtue of a State or Federal grant condition requiring the return of State or Federal funds because of the Project expense under run.
6. Contracts. (a) If local, State, or Federal laws or regulations apply to a contract under the Project, such requirements as are the most stringent shall apply; (b) The City must require a construction contractor to furnish performance and payment bonds and to meet the applicable wage requirements of Alaska Statutes.
7. Titles and Easements. The City agrees to obtain all titles and easements necessary to provide clear title or authority to construct and maintain the Project and to assure public access to and use of the Project for the expected life of the improvement to be constructed or acquired under the Project.
8. Records. The City agrees to maintain Project accounts and records which verify the eligibility of Project expenses for reimbursement. These accounts and records shall be kept apart from non-grant-eligible local records and from those records maintained for the purpose of other State or Federal grant programs involved in the Project.
9. Inspection. The City agrees to allow the Borough to inspect all of the Project work and to audit related records and data for which this grant is offered. Inspections shall be allowed at the earliest reasonable time after a request by the Borough.
10. Progress Report. In addition to the detailed progress reports submitted to accompany each grant draw request, the City shall submit to the Borough such additional similar or different reports on the Project as may be required by the Borough.
 - a. Grant Amendment. The Borough Mayor or the Mayor's designee and the City may make minor changes to this grant agreement without approval of the Assembly but may not increase the amount of the grant without

Borough Assembly approval. Minor changes include, but are not limited to, transfers of reimbursable budget amounts between budget line items so long as the total of such transfers does not exceed 15% of the grant amount and includes changes to the detailed description of the Project so long as the Project remains substantially the same as originally approved as determined by the Borough Mayor or the Mayor's designee. All other changes to this agreement must be approved by the Borough Assembly. Such approvals may be by motion or resolution.

11. Indemnity. The City acknowledges that the Borough is serving only as a funding source for the Project and as such is not liable in any manner for the costs incurred by the City nor the Project nor for any claim or damages arising during or as a result of the construction or operation of the Project. The City will save, hold harmless and defend the Borough against all demands, claims, suits and damages arising out of the construction or operation of the Project except to the extent the negligence of the Borough is the basis for such judgment.
 - a. Grant Cancellation. The Borough reserves and may exercise the right to rescind this grant and seek recovery of payments made under the grant if the grant application or other information provided by the City relating to the proposed Project is found to contain incorrect or misleading information or if a condition of this grant is violated.
12. Applicable Laws. The City agrees to comply with all local, State and Federal ordinances, laws and regulations applicable to the construction and operation of the Project and to all activities of the City in the construction and operation of the Project. Violation of any such law or regulation is a violation of this grant agreement.
13. Execution and Approval. This grant agreement shall become effective only after executed by the Borough Mayor or the Mayor's designee, the Mayor of the City or the Mayor's designees, and has been approved by resolution of the City Council.
14. Time for Performance. The City agrees to complete the Project described in Attachment A within five years from the date of execution of this agreement.
15. Special Conditions. None.
16. Purpose. In order to facilitate the economic development within the Borough outside cities, it is necessary to provide infrastructure both inside and outside

cities within the borough to support economic activities that occur outside cities but within the Borough. The City proposes to construct the Project described in Attachment A (“Project”) and said Project will support and encourage economic development in the areas outside the City. It is the purpose of this grant to provide assistance to the City in accomplishing the Project.

THIS AGREEMENT entered into this _____ day of _____, 2015.

ALEUTIANS EAST BOROUGH
BY: _____

THE CITY OF _____
BY: _____

Approved by the City Council of _____. Resolution No.
_____ 2015-12_____, on _____ April 14_____, 2015.

ATTACHMENT A

The City of Sand Point repaired, rehabilitated, and repaved nearly 3 miles of road in the community in September-October, 2014. The primary focus of the project was removing the decades-old cracked and “alligatored” asphalt of the Airport Road and replacing it with new materials. This involved ripping up the existing asphalt, fixing some of the soft spots through excavation and filling, and recycling the crushed asphalt into the new mix. The City Public Works crew also performed ditching the entire length of the road to help with drainage, to ensure a longer life for the road

In addition to re-surfacing over 2.5 miles of Airport Road, the City and contractor QAP also paved a section in downtown Sand Point leading to the Trident facility. That section was excavated and repaired by the City prior to the paving.

The project was made possible by a State GO Bond Designated Legislative Grant, with additional contributions from the City and Trident Seafoods.

ATTACHMENT B

PROJECT BUDGET

Expenses	Reimbursable Amount
Admin. Expenses	\$
Legal Expenses	\$ 1,000
Engineering Design Fees	\$ 112,209
Project Inspection & Surveying	\$ 130,000
Construction	\$ 2,812,910
Equipment	\$
Other	\$
Other	\$
Other	\$
Other	\$
Contingency	\$
TOTAL	\$ 3,056,119

ATTACHMENT C

GRANT DRAW REQUEST

The City of _____ has incurred \$ _____ in reimbursable expenses not previously reimbursed under the above grant and requests reimbursement of such expenses. Set out below is the status of the reimbursements under this grant.

Report Dates: From _____ To _____

		Approved Project Budget	Previously Reimbursed Total	This Reimbursement Request
	Expenses			
1.	Admin. Expenses	\$	\$	\$
2.	Legal Expenses	\$	\$	\$
3.	Engineering Design Fees	\$	\$	\$
4.	Project Inspection & Surveying	\$	\$	\$
5.	Construction	\$	\$	\$
6.	Equipment	\$	\$	\$
7.	Other	\$	\$	\$
8.	Other	\$	\$	\$
9.	Other	\$	\$	\$
10.	Other	\$	\$	\$
11.	Contingency	\$	\$	\$
	TOTAL	\$	\$	\$

ATTACHMENT D
PROJECT PROGRESS REPORT

Project Title:

Report Dates: From _____ To _____

Submitted by _____, _____ on
Signature title
_____.
date

OLD BUSINESS

Memo

To: Mayor Gardner, City Council members
From: Andy Varner, Administrator
cc: Sand Point City employees
Date: March 18, 2015
Re: Health plan – Medical Waiver

The design of the Medical Waiver form is based on various things I've researched and discussions I've had with other cities, companies, and our health care broker. Along with the form I've also included a section of the Personnel Policies & Procedures Manual that could be amended to mention the waiver.

Basically it boils down to this:

It currently costs the City **\$1020/month** per employee for their premium (see Premera invoice), equating to **\$12,240 per employee per year**. That is an **18% increase** per employee from this plan year compared to last plan year; I would anticipate we will see a similar increase for the next FY too.

The "Medical Waiver" proposal is an opportunity for an employee to opt out of the City health plan only if they have coverage elsewhere, and the City gives them a payment to help them cover their other premium or associated medical expenses. The payment is a *taxable* amount of \$240 per paycheck, or \$6,240 per plan year. We can call this "medical earnings" on the pay stub. This payment should represent sizeable savings of what we would be paying for the employee's premium over the course of a year.

A summation of the questions that Council members had at last month's meeting are answered below, based on multiple discussions I had with our health care broker Doug Brown:

- 1. *What happens if too many of our employees opt out of the plan? Is the City penalized?***
No. We need at least 10 enrolled employees to remain in the Premera Political Subdivision plan, which we were grandfathered into and gives us "favorable" rates. We currently have approximately 30 enrollees. It is hard to imagine 20 employees taking advantage of this and opting out. However, the worst case scenario is that we would just enter into a different group plan (ie, a broader Alaskan pool) if too many employees dropped out. That would probably lead to a higher premium but there is no danger in more employees opting out.
- 2. *Is the Medical Earnings payment a taxable transaction?***
Yes, for both Employee and Employer. A payroll tax of about 7.65% would amount to \$477 according to the proposed payment of \$6,240.

3. ***How does the Open Enrollment period affect this waiver? Is this a rolling program, or must employees choose to opt-out by July 1?***

Employees can choose to “opt out” of our plan at any time, all they have to do is provide proof of other insurance and sign the waiver. However, they can only come back onto the plan during the Open Enrollment period (July 1), OR if there is a qualifying Life Event, such as spouse losing their job, major change in income, change in family size, etc. It should be noted that all Alaska Natives, even those with the health status exemption, are eligible for open enrollment on www.healthcare.gov at ANY TIME according to the Affordable Care Act (ACA).

4. ***Is it easy to get employees off and on our health plan?***

Opting out of the plan is as simple as signing the Premera waiver form and submitting it. There should be no issues from them with dropping coverage, as it is covered under the ACA as long as one has other coverage options. Getting reinstated on the plan is a little trickier and contingent upon the terms listed in #3.

5. ***Is a \$6000/year medical stipend enough, considering premiums (whether individual or group) will likely continue to rise?***

I raised this amount to \$6,240 per year, or \$240 per paycheck. But this amount certainly warrants discussion.

6. ***What is considered proof of other coverage?***

An insurance card or Explanation of Benefits form from another carrier is sufficient. If an Alaska Native received a status exemption from the ACA they do not need to provide verification or proof of information they put on the waiver.

7. ***Council members currently do not receive compensation, but are eligible for health care. Could they opt out and enter into the Waiver?***

No. In our proposed Personnel Policy change, I recommended that “The Waiver option is not available to elected officials who receive no other compensation from the City.”

I’ve talked with PERS and the \$6,240 is not considered wages so it would not be eligible for PERS contributions by the City.

This is not a perfect solution, but we need to look at ways of cost control. Health care costs are only going to escalate, and this is one way to help us contain the runaway costs and still not leave employees “out to dry”. One disclaimer, however, is that with Obamacare health plan rules are always changing, so the landscape of regulations can shift almost anytime. But, so far this would fall within the law, according to our health insurance broker and what I have seen others do.

City of Sand Point Health Plan – Medical Waiver

Medical Waiver - Payment for opting out of the health plan is a *taxable* sum of **\$240** per paycheck for the current plan year (\$6,240 over the course of a full year). Employees eligible for City health coverage may select the Waiver for each plan year. Medical Earnings will be included with regular earnings on an employee paycheck. By selecting this option during enrollment or through the course of the plan year you are attesting that you have medical coverage available from another provider or source. You will be required to submit the “Premera Waiver of Coverage” in addition to this form. Employees who elect to waive their medical coverage from the City of Sand Point can opt out of the plan at any time during the course of the year. An employee can be reinstated on the health insurance plan upon renewal date, July 1st of each year, or through a qualifying Life Event.

Signed:

Employee Name

Attest:

Shannon Sommer, City Clerk

Date

City of Sand Point Health Plan – Medical Waiver

Medical Waiver - Payment for opting out of the health plan is a single lump-sum *taxable* payment of **\$6,000** at the beginning of each plan year (July 1). This is a pre-payment of \$500 per month for the ensuing plan year. Employees eligible for City health coverage may select the Waiver for each plan year renewal. Medical Earnings will be included with regular earnings in a single payment on a scheduled pay date. By selecting this option during enrollment or through the course of the plan year you are attesting that you have medical coverage available from another provider or source.

Receipt of “City of Sand Point Medical Waiver” earnings is a pro-rated lump-sum payment amount based on the number of qualifying months remaining in the calendar year at \$500 per month. This advance payment of the Medical Waiver is subject to pro-rated repayment if termination of employment occurs within one year or due to opting back into the plan due to a qualifying life event. Employees who select this option understand that upon termination or a qualifying life event, any unearned portion of the Medical Waive lump-sum amount paid to the employee will be deducted from his/her final paycheck and/or regular payroll check and the employee authorizes the City to deduct such amount.

Signed:

Employee Name

Attest:

Shannon Sommer, City Clerk

Date

Section 5-E Disclosure of Benefits

Policy: It is the policy of the City to provide its employees with various welfare and pension benefits. Information and summaries intended to explain these benefit plans will be furnished to all plan participants and beneficiaries on a timely and continuing basis by each individual plan administrator. The City reserves the right to modify, amend, or terminate its welfare and pension benefits as they apply to all current, former, and retired employees. The Administrator of each benefit plan has the discretionary authority to determine eligibility for benefits and to interpret the plan's terms.

Comment:

(1) The City offers certain benefits to eligible employees, including health, life, and disability insurance and retirement plans. Eligibility will depend upon the specific requirements of each benefit plan. The City also provides a number of other benefits such as annual leave, sick leave and holidays.

(2) All benefits provided by the City are described in official documents provided by the individual plan administrator. In addition, these documents are the only official and binding materials concerning the City's welfare and pension benefits. All summaries and communications, both written and verbal, must refer to them as binding in cases of questions or disputes.

(3) The Mayor serves as Administrator of the City's welfare and pension plans. The Administrator is responsible for all communications and disclosures concerning City benefits and for compliance with all applicable laws and regulations. In addition, the Administrator is available, when appropriate, to answer questions concerning the benefit plans.

(4) Participant contributions to benefit plans normally will be deducted from the employee's paycheck.

(5) Employees, spouses, and dependents covered by the City's health benefit plan will be notified, when appropriate, that they have the opportunity to continue their health care coverage, at their own expense, in certain specified situations including layoff, termination, reduction in hours of employment, and separation or divorce.

(6) Full-time eligible employees may opt out of the City's health plan by signing a Medical Waiver. Employees will receive a lump-sum "Medical Earnings" payment in exchange for opting out of the health plan.



BLUE CROSS BLUE SHIELD OF ALASKA

INVOICE NUMBER: 150120001120

P.O. Box 91060
Seattle, WA 98111

Group Invoice Detail
CITY OF SAND POINT - APS - ACTIVE -- 9000939
ATTN: KRISTA GALVIN
PO BOX 249
SAND POINT AK 99661
INVOICE PERIOD: FEBRUARY 01 - 28, 2015

Subscriber	ID Number	Contract Type	Medical #	Enrolled	Amt. Due	Contract Type	Vision #	Enrolled	Amt. Due	Contract Type	Dental #	Enrolled	Amt. Due	Total Due
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CURRENT PERIOD -- SUBGROUP 0001: CITY OF SAND POINT - APS - ACTIVE

STANDARD SA

AK HERITAGE SELECT AV06

AK HERITAGE SELECT AV06

CLASS: ALL EMPLOYEES	ID Number	Subscriber	Medical #	Enrolled	Amt. Due	Contract Type	Vision #	Enrolled	Amt. Due	Contract Type	Dental #	Enrolled	Amt. Due	Total Due
ALFORD SR, EUGENE G	600960361	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
BRANDAL, SAM O	600960362	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
BROWN, SHIRLEY A	600960363	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
CUMBERLIDGE, DANNY L	101363554	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
FOSTER JR, JACK R	600960366	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
GALVIN, KRISTA D	600960367	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
GARDNER JR, GLEN	101721165	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
GILBERT JR, KNUTE	600960370	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
GILBERT, ANDREW P	600960369	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
GUNDERSEN, BRANDON A	600960372	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
GUNDERSEN, KURTIS R	600960373	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
GUNDERSEN, LAIV M	600960374	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
GUNDERSEN, MARIITA U	600960371	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
JACOBSEN, JOHN G	600960375	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
JOHANSEN, WADE G	600960377	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
JOHANSEN, JULIUS K	600960378	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
KARLSEN, PAUL E	600960379	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
KOCHUTEN SR, RICHARD S	600960380	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
KRONE, JEREMY K	600960381	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
LIVINGSTON, MICHAEL	101404065	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
MCGLAGHAN, RAYETTE I	101429055	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
MOBECK, DENISE J	101689777	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
MOSKALENKO, VASILYI N	101656814	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
OSTERBACK, WALTER	600960385	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
SOMMER, SHANNON R	600960388	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
SPENCER, AARON G	101470109	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
SPJUT, KENNETH K	101618251	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
STARNES, JESSE A	101345462	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
TUPPER, ERIC C	101624077	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
VARNER, ANDREW J	101656786	Subscriber Only		1	\$957.25	Subscriber Only		1	\$9.31	Subscriber Only		1	\$48.15	\$1,014.71
CLASS TOTAL:				30	\$28,717.50			30	\$279.30			30	\$1,444.50	\$30,441.30
PRODUCT COMBINATION TOTAL				30	\$28,717.50			30	\$279.30			30	\$1,444.50	\$30,441.30

NEW BUSINESS

City of Sand Point



To: Mayor Glen Gardner Jr.
Council members

From: Shannon Sommer, City Clerk

Date: April 2, 2014

Subject: **Annual Sand Point Community Clean-up**

It is once again time to begin planning the Annual Community Clean-Up, which has proven to be a great success in past years due to all the support from local businesses and individuals. We are aiming for this year's Clean-up day to be April 30th, weather pending.

Our goal this year is to clean more areas of town than in the past few years. To accomplish this, we will need more volunteers and businesses involved. We will advertise well in advance, encourage local businesses, commercial fishing crews, and community members to participate with not only the incentive of a beautiful and clean community, but prizes as well.

The school has agreed to participate once again. There will be a B-B-Q after everyone's hard work on Thursday, April 30th and again there will be prize drawings for those who participated. I am asking that the council consider donating \$1000 this year. We greatly appreciate any donation of items for prizes or money for food or prizes.

Thank you for your consideration of a contribution to keeping Sand Point a beautiful place to live.

Sincerely,

A handwritten signature in blue ink that reads "Shannon Sommer".

Shannon Sommer
City Clerk

MEMORANDUM OF AGREEMENT
No. 2515S063
Between
STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
ALASKA MARINE HIGHWAY SYSTEM
And
CITY OF SAND POINT
Regarding
USE OF SAND POINT CITY DOCK

The ALASKA MARINE HIGHWAY SYSTEM (AMHS) and the CITY OF SAND POINT enter this Memorandum of Agreement (Agreement) concerning use of the Sand Point City Dock (Dock) by AMHS' ferry vessels.

RECITALS

WHEREAS, DOT&PF and its marine division, AMHS, is responsible for managing and operating State ferries, AS 44.42.020(a)(7);

WHEREAS, DOT&PF is authorized to enter into agreements with private entities in exercising its powers and duties, AS 44.42.020(a)(6);

WHEREAS, AMHS requires dock access if it is to provide public ferry service to the City of Sand Point, Alaska;

WHEREAS, the City of Sand Point is agreeable to providing AMHS with priority access to the Dock and adjacent areas;

WHEREAS, the Dock License Agreement entered into between the City and the State specifically states that the City may grant these preferential rights to the State;

NOW, THEREFORE, in consideration of the mutual undertakings addressed in this Agreement, AMHS and the City of Sand Point agree as follows:

TERMS OF AGREEMENT

1. Duration: The term of this Agreement is three (3) years, commencing on May 1, 2015 and expiring on April 30, 2018 with two (2) optional one (1) year extensions. This Agreement may sooner terminate by either the City or State upon thirty (30) days written notice.
2. Termination: The Owner or AMHS may terminate this Agreement before expiration of the prescribed term, provided it first serves 30-days advance written notice upon the other.

3. Authorized Dock Use: The Owner will provide AMHS with priority access to its Sand Point Dock, as well as line handling services.
4. Dock Use and Parking: The City shall grant to the State the right to utilize the dock as may be required for all loading and unloading operation. In addition, the City shall ensure an area on or immediately adjacent to the dock to accommodate parking for a maximum of twenty (20) vehicles awaiting loading upon the State Ferries. The City shall provide snow removal from automobile parking areas and the access to the dock.
5. Cost: The Owner is providing Dock use and line handling services outlined in this Agreement to AMHS in exchange for AMHS' payment of SIX HUNDRED (\$600.00) DOLLARS each call a State Ferry makes at the City's docking facility, to be paid by the State upon receipt of billing in triplicate, payable monthly in arrears.
6. Freight Charges: Alaska DOT&PF AMHS, AMHS contractors, and AMHS customers shall not be required to pay any fees or charges for the use of the AMHS Use Portion of the Dock, which includes charges for vehicles, cargo, or passengers moving across the dock to and from the AMHS ferries.
7. Equipment: All equipment of whatsoever nature as shall be installed by the State shall continue to be the property of the State and may be removed by the State at the expiration of this Agreement.
8. Priority Access & Use: The Owner agrees AMHS vessels have first priority in berthing at the Owner's Dock and in using the adjacent dockside area. AMHS is authorized to use the adjacent dockside area for loading/unloading of its ferries and for other operational needs while the vessel is in port. Other vessels using the dock or any portion thereof which will interfere in any way with the arrival or departure of the State ferries will be removed immediately upon arrival of the ferry. Any other activities on the dock which would interfere with these preferential berthing privileges shall immediately cease upon arrival of the ferry.
9. AMHS Responsibilities: AMHS agrees as follows:
 - (a) It will use the Owner's Dock in a safe and reasonable manner.
 - (b) Not to use or occupy the premises for any unlawful purposes.
 - (c) If an AMHS vessel damages a Dock component as a result of negligent vessel operation, then AMHS will be responsible for the cost of restoring the damaged component to the same condition that existed prior to the damage; AMHS will not be liable for any other harm, loss, or injury stemming from the Dock damage.
 - (d) It will not assign the rights arising under this Agreement.

10. Amendment of Agreement: The parties may not amend or modify this Agreement unless they do so in writing and execute the document through their duly authorized representatives.
11. Contract Extension: Unless otherwise provided, the State and the City agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
12. Entire Agreement: This document constitutes the parties' entire Agreement. There are no other understandings or agreements between the parties, oral or written, regarding the matters addressed in this Agreement.
13. Third Parties and Responsibilities for Claims: Nothing in this Agreement may be construed as conferring any legal rights, privileges, or immunities or as imposing any legal duties or obligations on any person or persons other than the parties named in this Agreement.
14. Joint Agreement: This Agreement has been jointly negotiated and drafted by the parties, and both parties have had the opportunity to consult with legal counsel prior to signature. The Agreement shall not be construed for or against either party.

Dated: _____

Department of Transportation & Public Facilities
Alaska Marine Highway System

By: _____

Capt. John Falvey, General Manager

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2014.

Notary Public in and for Alaska

My commission expires: _____

Dated: _____

City of Sand Point

By: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2014.

Notary Public in and for Alaska

My commission expires: _____

MEMORANDUM OF AGREEMENT BETWEEN THE ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES AND THE CITY OF SAND POINT

Project Name: Sand Point City Dock Replacement Project

State Project No.: 68560

I. INTRODUCTION

The Alaska Department of Transportation and Public Facilities (DOT&PF) and the City of Sand Point (City) mutually agree to the terms and conditions of this Memorandum of Agreement (MOA) for the Sand Point City Dock Replacement Project (the Project). The City of Sand Point shall be the Owner of this Project and shall own the Project upon completion. Alaska Statute 44.42.020 authorizes DOT&PF to cooperate, coordinate, and enter into agreements with the federal government and municipalities to plan, design, and construct transportation facilities. The City is established under Alaska law. Federal Highway Administration (FHWA) funding will participate in the Project. This MOA is being executed to facilitate the planning, design and construction of said Project.

II. PROJECT SCOPE

- A. The Project is to design and construct the replacement of the Sand Point City Dock. The Project will include the removal of the old city dock and then construction of an approximately 220-foot by 60-foot wide galvanized steel pipe pile-supported cast-in-place pre-stressed concrete deck panels to meet current design codes and standards. The dock face will have a heavy duty fender pile system and two mooring dolphins connected to the dock via catwalks. Lighting and approach areas will also be included.
- B. The current scope, schedule, cost estimates and concept drawing and plan are included as Appendix A.
- C. Both the City and DOT&PF (the Parties) will review and approve the Project budgets. The Project budgets are estimates only, and the Parties recognize and acknowledge that actual costs may exceed the original Project budget estimates.

III. DESIGN, CONSTRUCTION, AND OWNERSHIP OF THE PROJECT AND IMPROVEMENTS

A. Project Developed in Stages or Phases:

- 1. The Project will be broken down into three stages: 1) preliminary engineering through environmental document; 2) preliminary engineering to final Plan, Specifications and

Estimate (PS&E); and 3) construction. The DOT&PF will be responsible for all stages. Each of the stages will require appropriate federal authorization before work may proceed. FHWA must approve the environmental document, Right of Way certification, and final PS&E prior to authorizing the DOT&PF to proceed to advertise for construction bids.

2. If, during the course of the project, additional third party funds become available, participating funding amounts will be recalculated and Appendix A (Scope, Schedule, Estimate) of this agreement amended.

B. DOT&PF's Responsibilities

DOT&PF shall:

1. Ensure that the FHWA funds appropriated for the Project are expended in accordance with Federal and State laws and regulations.
2. Design and construct the Project.
3. Include the Project in the State capital budgeting process and obtain Legislative authority to spend the funding.
4. Obtain NEPA documentation as needed, and keep an interested parties list.
5. Develop the Project with its own staff or use contractual services or combination of state and contractual services. For contractual services, DOT&PF will issue Requests for Proposals ("RFPs") and enter into contracts for engineering services to develop the Project. The RFPs shall be submitted to the City for comment prior to advertising for proposals.
6. Execute and manage any professional services agreements as necessary.
7. Keep the City point-of-contact informed of Project status.
8. Charge staff time and expenses to the Project.
9. Submit plan set to City for review when design is approximately 35% complete.
10. When design is 95% complete, submit to the City for review and comment on the plans, specifications and estimate (PS&E) that will go to advertisement for bid

solicitation.

11. Submit the final PS&E package to the City for review prior to advertising the Project for bids.
12. Deduct the appropriate rate of ICAP from the Project to cover DOT&PF indirect expenses. The current ICAP rate for FHWA projects is 4.79% of the total Project costs.
13. Submit each proposed change order to the City for review and comment prior to commencement of the work covered by the change order.

C. City's Responsibilities

The City shall:

1. By Resolution, the City shall authorize the DOT&PF to design and construct the Project.
2. Recommend approval or rejection of any change order request in a timely manner, which in no instance shall be more than 30 days of the DOT&PF's delivery to the City's authorized representative.
3. Review information and action items from DOT&PF and provide any necessary responses within fourteen calendar days of receipt.
4. Provide project management staff for coordination and review as needed with no cost to the Project.
5. Authorize the DOT&PF and its contractors on the Project to conduct the necessary work within the City road rights-of-way, and provide the DOT&PF with construction easements and such other interests as required to meet federal right-of-way certification requirements (e.g., proof of City ownership or perpetual easement for access to and operation of City Dock).
6. Inspect the Project right-of-way and property prior to Project closeout. The City may perform an environmental assessment of that property for the purpose of determining whether any hazardous material contaminates the property. For purposes of this agreement, a "hazardous material" is any chemical, metal, petroleum product, or other

substance (or any combination of hazardous materials) that is designated as “hazardous” by the U.S. Environmental Protection Agency and that is regulated by any government agency in any quantity as a contaminant, hazardous material, or threat to health or safety.

7. Participate in determining “substantial completion” of each phase or stage of the Project, and accept full ownership and complete responsibility for each phase or stage of the Project, and all improvements thereon, upon substantial completion of each.

IV. PROJECT ADMINISTRATION

Except as otherwise expressly stated in this MOA, the DOT&PF will be solely responsible for the administration of all Project contracts, in accordance with its contract(s) with the contractor(s) (“construction contract(s)”). The City has no direct or implied right to enforce any terms or conditions of any professional services or construction contract(s) against either the DOT&PF or the contractor(s) except where there is alleged Project mismanagement premised upon the DOT&PF’s gross negligence, recklessness, or intentional misconduct. Nothing herein shall be read to modify the scope of AS 09.50.250 or to waive any provisions thereof.

V. FINAL INSPECTION

- A. Representatives of the City and the DOT&PF may jointly conduct final inspections of each phase or stage of the Project’s construction. The DOT&PF shall, however, determine when each such phase or stage of the Project reaches the point of substantial completion. The term “substantial completion” as used in this MOA means that the construction is sufficiently completed to allow the City or a person authorized by the City to:
 1. Occupy the phase/stage constructed and improvements thereon; or
 2. Use the phase or stage constructed and improvements thereon in the manner for which they were intended, or
 3. Assume responsibility for the Project if construction contract(s) are cancelled.
- B. The DOT&PF shall provide the City with an “As Built” of the Project and all improvements at Project closeout.

VI. THE CITY’S RIGHT-OF-WAY, OPERATIONS, AND MAINTENANCE OBLIGATIONS

The City’s right-of-way, operations, and maintenance duties for the any stage of phase of the Project shall commence on the date of substantial completion of that stage or phase. The City

agrees that its obligations with regard to the Project's right-of-way, operations, and maintenance include the following:

- A. The State of Alaska, Alaska Marine Highway System (AMHS) shall have first priority to use the Sand Point City Dock facilities during and for ferry operations. Other vessels using the dock or any portion thereof which will interfere in any way with the arrival or departure of the State ferries will be removed immediately upon arrival of the ferry. Any other activities on the dock which would interfere with these preferential berthing privileges shall immediately cease upon arrival of the ferry.
- B. The City agrees to perform, at its own expense, those right-of-way, operations, and maintenance obligations required by the use of FHWA funds. In carrying out these obligations, the City's duties include:
 - 1. Those identified in 23 C.F.R. §1.23 ("Rights-of-Way") and 23 C.F.R. §1.27 ("Maintenance"), which would otherwise be required of the DOT&PF if the DOT&PF owned the facility and improvements constructed under this MOA;
 - 2. Management of the right-of-way and any utilities in accordance with relevant sections of 23 CFR Part 710 ("Right-of-Way and Real Estate") and 23 C.F.R. Part 645 ("Utilities");
 - 3. Complying with the DOT&PF's Right-of-Way Manual;
 - 4. Conducting oversight and management of utilities located in any Project right-of-way consistent with the DOT&PF's Utility Manual, and complying with the utility policies and requirements set forth in AS 19.25.010-020 and 17 AAC 15;
 - 5. Allowing no permanent encroachments within the right-of-way of the Project without the prior consent of the DOT&PF and the FHWA;
 - 6. Refraining from selling or conveying any portion of the right-of-way without prior consent from the DOT&PF. In the event that the DOT&PF gives its consent to the disposal of any portion of right-of-way acquired with federal-aid highway funds for the Project, the City shall pay proceeds of the sale to the DOT&PF, which the DOT&PF will credit to the appropriate federal-aid and State accounts, based on the percentage of State match;
 - 7. Issuing permits as required by the foregoing duties, and assuming sole responsibility for enforcement of all terms and conditions of such permits.
- C. The City, as owner of the dock, shall perform all operation and maintenance activities required by this MOA at its own expense and without reimbursement from the DOT&PF after substantial completion. Maintenance activities include, but are not limited to:

1. Planning, scheduling, administration, and logistics of maintenance activities;
2. Traffic control and safety;
3. Embankment protection, including erosion control, to as-built conditions;
4. Snow and ice control and associated tasks as may be required for the safe and timely passage of the public in accordance with the local City snow and ice control policy.
5. Maintaining signs and in an as-built condition and their replacement, including posts and foundations, when damaged, unreadable, or worn out;
6. Removal of debris, rubbish, and dead animals;

VII. REVENUE

Revenue earned from dock moorage, user fees, or any other tolls must go into a dock sinking fund for maintenance, operation, and future replacement of the ferry terminal (Sand Point City Dock). The dock sinking funding shall be maintained for the life of this MOA, and shall be subject to audit by DOT&PF. No moorage fees, user fees, or tolls shall be levied on public ferry service providers and ferry traffic using the ferry terminal known as the Sand Point City Dock. This requirement prevails over any contrary statements in the City's Dock Management Agreement with the City of Sand Point.

VIII. TERM

This MOA shall become effective on the date of the last signature and shall apply in perpetuity. It shall constitute a permanent ferry terminal easement for as long as public ferry service is needed.

IX. INCORPORATION CLAUSE

- A. The City shall comply with all applicable Federal and State laws, regulations, executive orders, stewardship agreements, and applicable DOT&PF manuals and guidelines, including those provisions that would apply to the DOT&PF if the DOT&PF were to perform those tasks to be performed under this MOA by the City. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this MOA.
- B. This obligation includes, but is not limited to compliance with the requirements of Titles 23 of the United States Code and related implementing regulations, as set forth in the Code of Federal Regulations.

X. INDEMNIFICATION

- A. The City shall hold the DOT&PF, the State, its officers, employees, and agents (collectively, “the State”) harmless from and defend and indemnify the State for liability, claims, or causes of action arising after the date of substantial completion and arising out of this MOA or relating to the Project or property and facilities being improved and the obligations being assigned.
1. Notwithstanding the foregoing, the City shall have no obligation to hold harmless and indemnify the State to the extent the State is determined to be liable for its own acts or omissions, except that to the maximum extent allowed by law, the City shall hold the State harmless from and indemnify the State for liability, claims, or causes of action arising from an alleged defect in the design or construction of any facility transferred to the City pursuant to this MOA, regardless of negligence or other fault, if such liability, claim, or cause of action arises out of an incident that occurs more than two years from the date of substantial completion.
 2. The City’s duty to defend shall apply regardless of whether it is also alleged that the State’s acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).
 3. Neither liability, claims or causes of action arising from injuries which occurred prior to the date of substantial completion, nor liabilities imposed by or claims or causes of action arising from or asserted under AS 46.03.822, shall be governed by this paragraph.
- B. The DOT&PF shall add a special provision to its bid documents requiring the City to be listed as an additional insured in all instances where the successful bidder would be required to add the DOT&PF as an additional insured. The City shall have the right to enforce these provisions against the successful bidder.

XI. EACH PARTY IS AN INDEPENDENT CONTRACTOR

For the purposes of this Agreement and all services to be provided hereunder, each party shall be, and shall be deemed to be, an independent contractor and not a partner, agent, or employee of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.

XII. PENALTY FOR BREACH

A. Notification and Opportunity to Cure

1. If notified by the DOT&PF in writing that it is in violation of any of the terms, conditions, or provisions of Section VI, VIII, or IX of this Agreement, the City shall have thirty (30) days from the date of such notification to remedy the violation; or, if the remedy will take in excess of thirty (30) days to complete, the City shall have thirty

(30) days to commence implementation of a satisfactory remedy.

2. Expiration of the thirty (30) days and failure by the City to remedy is a breach of this MOA. If the City is in substantial breach, the DOT&PF may elect to terminate this MOA. Failure to implement a satisfactory remedy will also result in the DOT&PF not considering any City contribution in evaluating the City's municipal capital improvement project nominations in the six years after breach (17 AAC 05).

B. Remedies

In the event of breach of the City's obligations to own, maintain and operate the Project or its improvements, damages shall include, but are not limited to:

1. Return of the Federal and State funds expended on the Project under this MOA;
2. Reimbursement to the DOT&PF for any costs incurred by the DOT&PF which are directly or indirectly related to fulfilling any of the City's contractual commitments; and,
3. Withholding of approval of future federal-aid projects until such time as the City puts the Project in a state of compliance with this MOA.

XIII. MISCELLANEOUS PROVISIONS

- A. Amendment or modification of Agreement: This MOA may only be modified or amended by written agreement signed by authorized representatives for both Parties.
- B. The Whole Agreement: This MOA constitutes the entire agreement between the Parties. There are no other understandings or agreements between the Parties, either oral or memorialized in writing regarding the matters addressed in this MOA. This MOA may not be amended by the Parties unless an amendment is agreed to in writing, with the both Parties signing through their authorized representatives.
- C. Assignment: The City may not amend the Agreement, or otherwise assign rights or responsibilities in this MOA, without the written consent of the DOT&PF.
- D. Third Parties and Responsibilities for Claims: Nothing in this MOA shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the Parties named in this MOA, whether such rights, privileges, immunities, duties or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this MOA shall be construed as creating any legal relations between the DOT&PF or the City and any person performing services or supplying any equipment, materials, goods, or supplies

for the Project.

- E. Duty of Cooperation: The City agrees to provide reasonable access to the Project and to relevant Project records, to any authorized representatives of the DOT&PF or U.S. Government. The City further agrees to cooperate in good faith with inquiries and requests for information relating to the Project or its obligations under this MOA.
- F. Necessary Approvals: In the event that any election, referendum, ordinance, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the City to enter into this MOA or to undertake the Project, or to observe, assume or carry out any of the provisions of the MOA, the City will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.
- G. Joint Drafting: This MOA has been jointly drafted by the Parties, and each party has had the ability and opportunity to consult with its legal counsel prior to signature. The MOA shall not be construed for or against either party.
- H. Third Party Beneficiary Status: The City is not an intended beneficiary of any contracts between the DOT&PF and any contractors, subcontractors or consultants or any other third parties, and has no contractual rights with respect to such contracts or any provisions thereof, unless expressly stated otherwise.

XIV. CONTACTS

For DOT&PF –

Design Phase:

Kirk Miller, Engineering Manager

Email: kirk.miller@alaska.gov

Telephone: (907) 465-2393

Construction Phase:

Vic Winters, Construction Chief

Email: vic.winters@alaska.gov

Telephone: (907) 465-8884

Or other representatives as designated in writing.

For the City:

Andy Varner, City Administrator

CITY OF SAND POINT

3380 C Street, Suite 205

Anchorage, Alaska 99503

Email: avarner@sandpointak.org

Telephone: (907) 274-7561

Or other representative as designated in writing.

The undersigned agree to the terms of this Memorandum of Agreement:

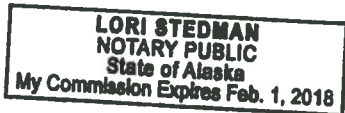
STATE OF ALASKA,
DEPARTMENT OF TRANSPORTATION AND
PUBLIC FACILITIES

Dated: 4.2.15

By: [Signature]
Robert A. Campbell, PE
Acting Regional Director, Southcoast Region

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by
Robert Campbell, who is Regional Director for the Southeast Region of the Alaska
Department of Transportation & Public Facilities, an agency established under Alaska law, on
this 2 day of April, 2015.

[Signature]
Notary Public, State of Alaska
My commission expires: 2/1/2018



CITY OF SAND POINT

Dated: _____

By: _____
Andy Varner
City Administrator

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by Andy Varner, who is
Administrator of the City of Sand Point, which is established under Alaska law, on this ____ day
of _____, 20 ____.

Notary Public, State of Alaska
My commission expires: _____

ACKNOWLEDGMENT OF THE
CITY OF SAND POINT COUNCIL

BE IT REMEMBERED that on the ___th day of _____, 2015 at a regular meeting of the
City Council of the City of Sand Point, a City established under Alaska law, the City granted its
approval of the foregoing instrument.

Dated: _____

Clerk, City of Sand Point

Sand Point City Dock Replacement Project
State Project No.: 68560
Appendix A
Scope, Schedule, Estimate

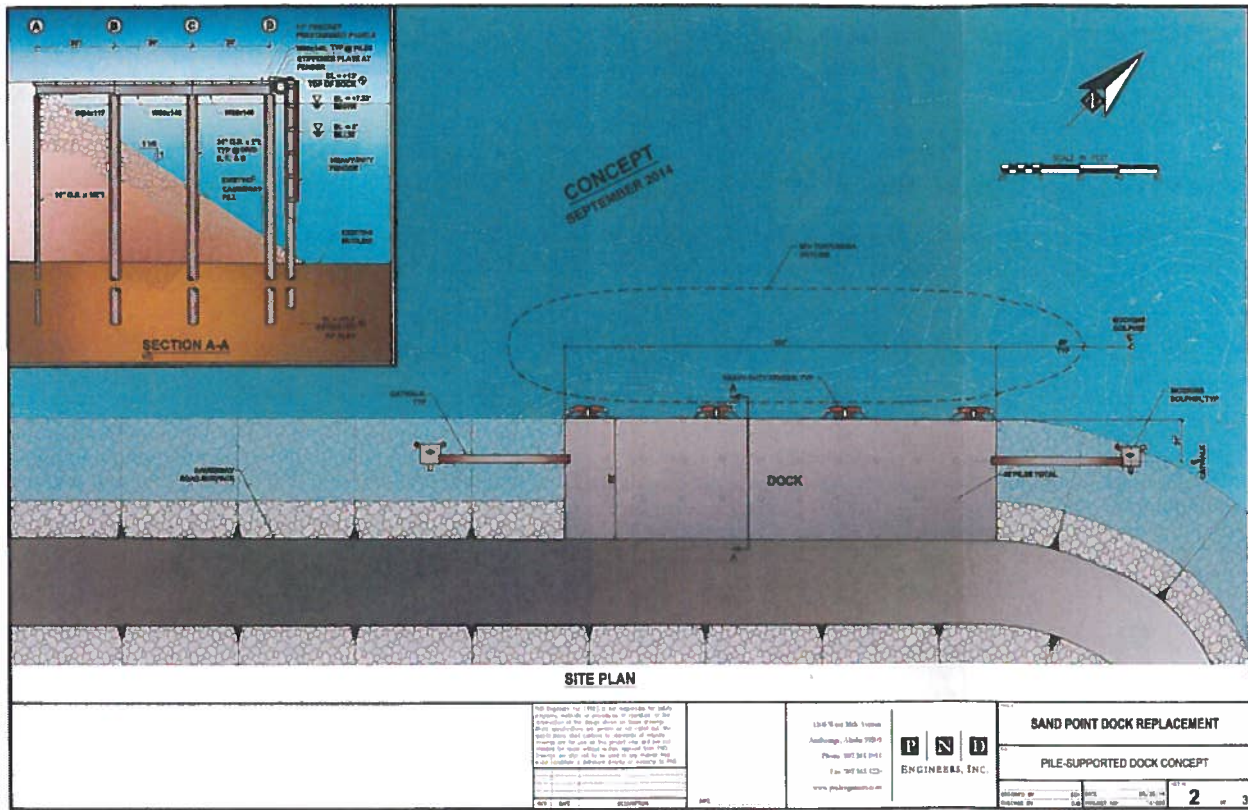
Scope

The Project will design and construct the replacement of the Sand Point City Dock. The project will include the removal of the old city dock and then construct an approximately 220-foot by 60-foot wide galvanized steel pipe pile-supported cast-in-place pre-stressed concrete deck to meet current design codes and standards. The dock face will have a heavy duty fender pile system and two mooring dolphins (one at either end) connected to the dock via catwalks. Lighting and approach areas will also be included.





FINAL April 2015
MOA between ADOT&PF and
the City of Sand Point
Sand Point City Dock Replacement



STIP Schedule

Phase	Fund	FFY 15	FFY 16	FFY 17
2	SM	\$58,695		
2	STP	\$591,305		
4	SM			\$866,880
4	ILLU			\$8,733,120
Totals:		\$650,000		\$9,600,000

Estimate

Phase	STP	ILLU	SM	Total
Final Design through PS&E	\$591,305		\$58,695	\$650,000
Construction		\$8,733,120	\$866,880	\$9,600,000
Totals	\$591,305	\$8,733,120	\$925,575	\$10,250,000

FINAL April 2015
 MOA between ADOT&PF and
 the City of Sand Point
 Sand Point City Dock Replacement

PROJECT SCOPE, SCHEDULE, AND ESTIMATE APPROVED BY THE FOLLOWING PROJECT CONTACTS:

Alaska Department of Transportation and Public Facilities

Date: 4.3.15 By: Andy Hughes
Andy Hughes, Regional Planning Chief

City of Sand Point

Date: _____ By: _____
Andy Varner, City Administrator

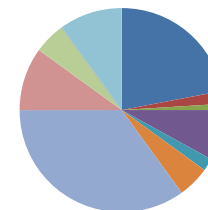
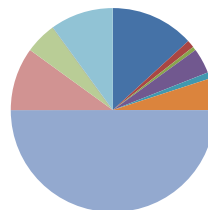
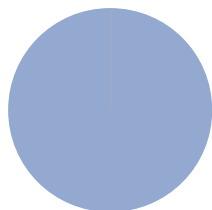
PUBLIC COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

FYI

Model Portfolio Asset Allocations



Asset Class		Fixed Income: 1-5 Gov	25% Equity	40% Equity
Large Cap Equity		-	13.2%	22.0%
Mid Cap Equity		-	1.2%	2.0%
Small Cap Equity		-	0.6%	1.0%
International Equity		-	4.0%	8.0%
Emerging Markets Equity		-	1.0%	2.0%
REITs		-	5.0%	5.0%
U.S. Fixed Income		100%	50.0%	35.0%
TIPS		-	10.0%	10.0%
Int'l Fixed Income		-	5.0%	5.0%
Commodities		-	-	-
Cash		-	10.0%	10.0%
APCM's Forward Looking Assumptions	Return	0.9%	4.2%	5.1%
	Risk	2.9%	5.7%	7.8%
	Ratio	0.33	0.74	0.66
Annualized Historical Returns 3/1997 - 12/2013	Return	3.1%	6.6%	7.0%
	Risk	2.1%	5.0%	7.1%
	Ratio	1.48	1.31	0.98
Best 12 Month Period		9.5%	22.9%	30.2%
Worst 12 Month Period		-0.6%	-11.7%	-18.9%

Risk and return data from Windham Portfolio Advisor.

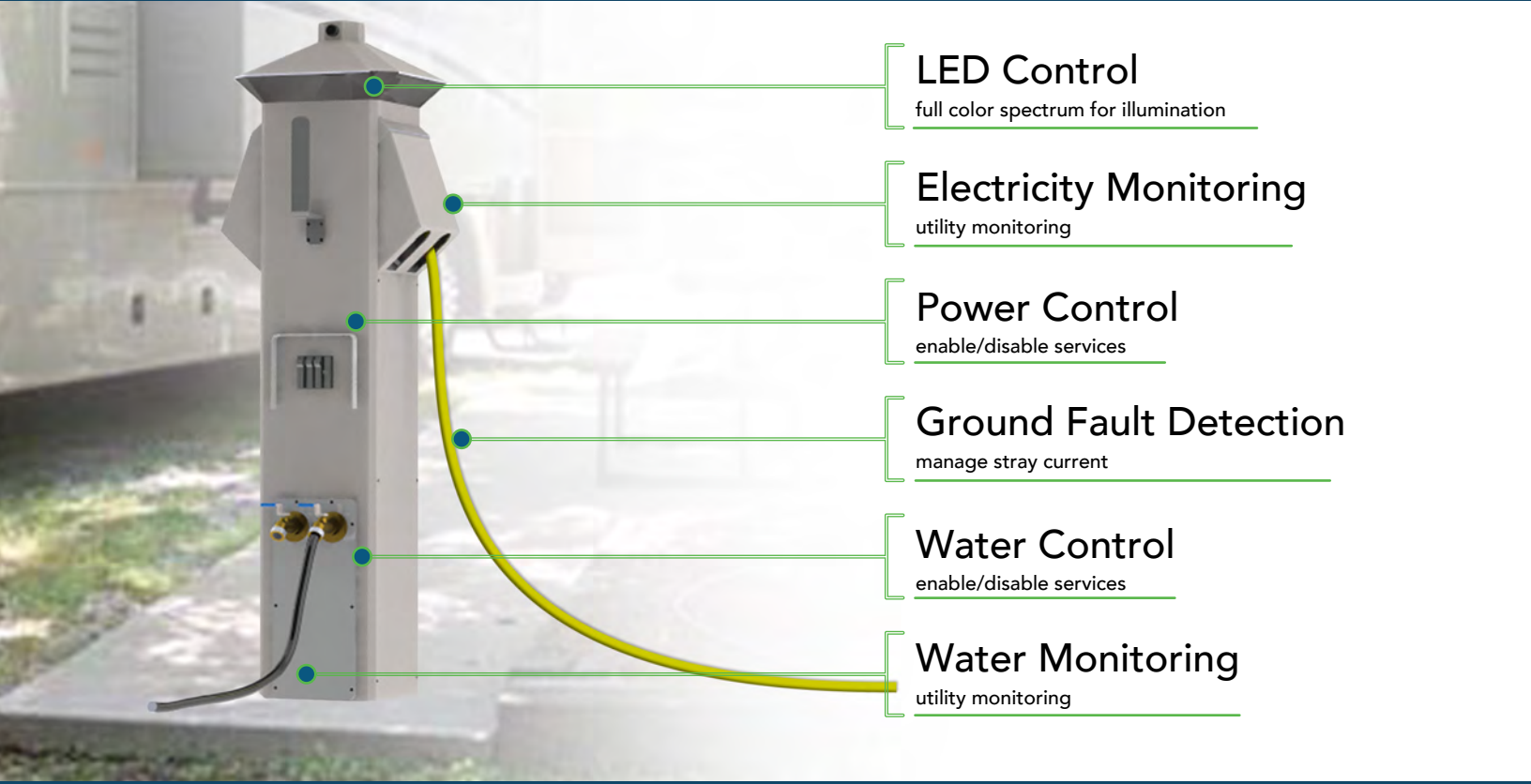
MarineSync®



RUM | Remote Utility
Monitoring & Control

Remote Utility Monitoring

wireless monitoring & control for utility stations



LED Control

full color spectrum for illumination

Electricity Monitoring

utility monitoring

Power Control

enable/disable services

Ground Fault Detection

manage stray current

Water Control

enable/disable services

Water Monitoring

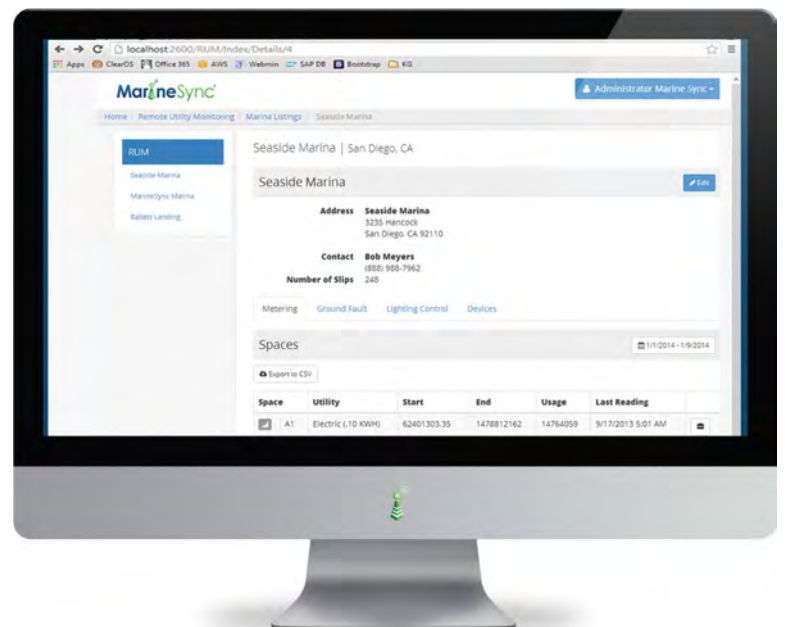
utility monitoring

Expand Connectivity

Monitoring and Control at your fingertips. RUM's cloud-based software is available 24/7 and accessible from any web enabled computer or device and integrates with 3rd party management software.

Features:

- Wireless Meter Reading
- Billing and Usage Reports
- Enable / Disable Pedestal Services
- Ground Fault Management
- LED Control



Access RUM from any web-enabled device.



Wireless Monitoring



Electricity Monitoring

RUM simplifies the process of billing and monitoring power consumption. RUM transponders are reliable and accurate making billing your customers quick and easy. Directly export meter data to your billing software in a single click.



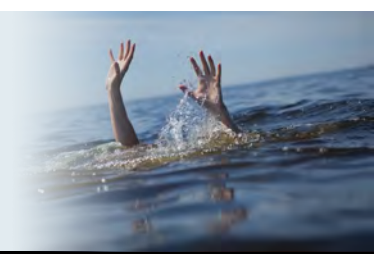
Water Monitoring

Wirelessly monitoring water consumption at each slip by connecting RUM to your new or existing water meter. A great way to encourage conservation and offer direct savings to your bottom line.



Ground Fault Monitoring

RUM offers real-time monitoring and management of stray current at each slip. Isolate leakage and quickly reduce the potential for life threatening electrocutions.



Wireless Control



Lighting Control

Bring color to your docks with RUM's new integrated LED controller. Wirelessly control the color of lighting at the pedestals to create atmosphere at night or help guide boaters to your available spaces.



Power Control

RUM power control allows your facility to wirelessly enable and disable electrical services at each slip. Prevent utility theft and curb power poaching.



Water Control

RUM water control provides wireless control of water solenoids throughout your facility. Turn water utilities on/off remotely from any web-enabled computer.



How It Works

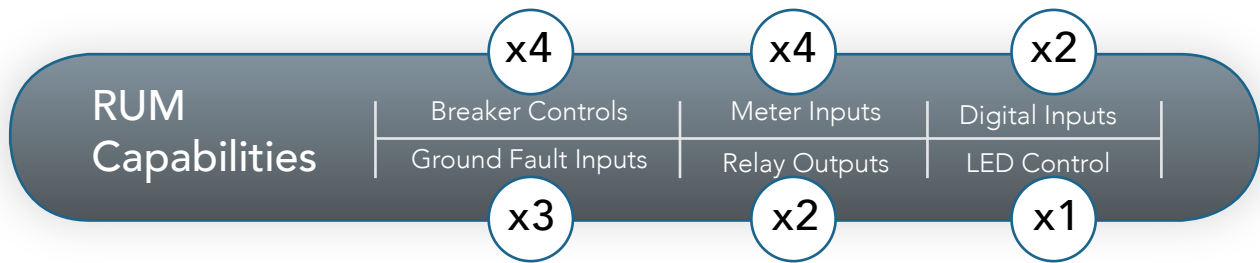
Remote Utility Monitoring, known as RUM, is a wireless meter reading and control system for landside and dockside utility stations. Developed for OEM and aftermarket retrofit, RUM is wirelessly changing how facilities gather information and control dockside utilities. With our easy to use web-based software, RUM puts monitoring, control, billing, reporting and management all at your fingertips.

New Pedestals

RUM wireless monitoring and control is available factory direct on your next pedestal order! MarineSync works directly with pedestal and power station manufacturers to offer RUM as an integrated OEM solution. If you're in the market or purchasing new pedestals, consider the value and convenience of a wireless monitoring and control system.

Existing Pedestal

RUM was designed to easily allow for retrofitting existing utility pedestal and power station. With a low-profile design and field-wiring terminals, upgrading land and dockside power stations is now simple and easy. MarineSync can also support your facility with UL and ANSI approved electricity meters, water meters and LED lighting.



Technical Specifications

Device Specifications

Material:
Polycarbonate

Dimensions:
4.6" x 3.17" x 1.18" (128mm x 120mm x 48mm)

Weight:
.55lb


Mounting:
4 x 3.5mm Lugs to Allow
Panel Mount with Self
Tapping S/S Screws

Operating Specifications

Operating Voltage:
12 - 24 VDC

Power Consumption:
500 mW typical, 1900 mW peak

IP Rating:
IP66

Approvals:
FCC, CE, RoHS,  (Board)

Operating Temperature:
-20C to +70C

Humidity:
0 to 90% RH, non-condensing

I/O Specifications

Counter Inputs:
Dry Contact / Open Collector

Ground Fault Current Input:
Range: 0 mA to 1 AMP
Resolution: 0.5mA

LED:
(3) Open-drain PWM Outputs
Voltage: Input Supply
Max Load: 2 AMP

Relay Output:
(2) FORM-C, 5A, 250VAC

Auxiliary Inputs:
(2) Dry-contact / Open Collector

* Specifications subject to change

BILL OF MATERIAL AND EQUIPMENT LOCATIONS

EQUIPMENT:

LOCATION

RUM WIRELESS TRANSPONDER

(1) PER PEDESTAL

CELLULAR BASE STATION

- * 6DBI LAN OMNI-DIRECTIONAL ANTENNA
- * 20' LMR-400 COAX CABLE
- * MOUNTING BRACKET

(1) PER FACILITY- INSTALLED CENTRALLY ON BUILDING

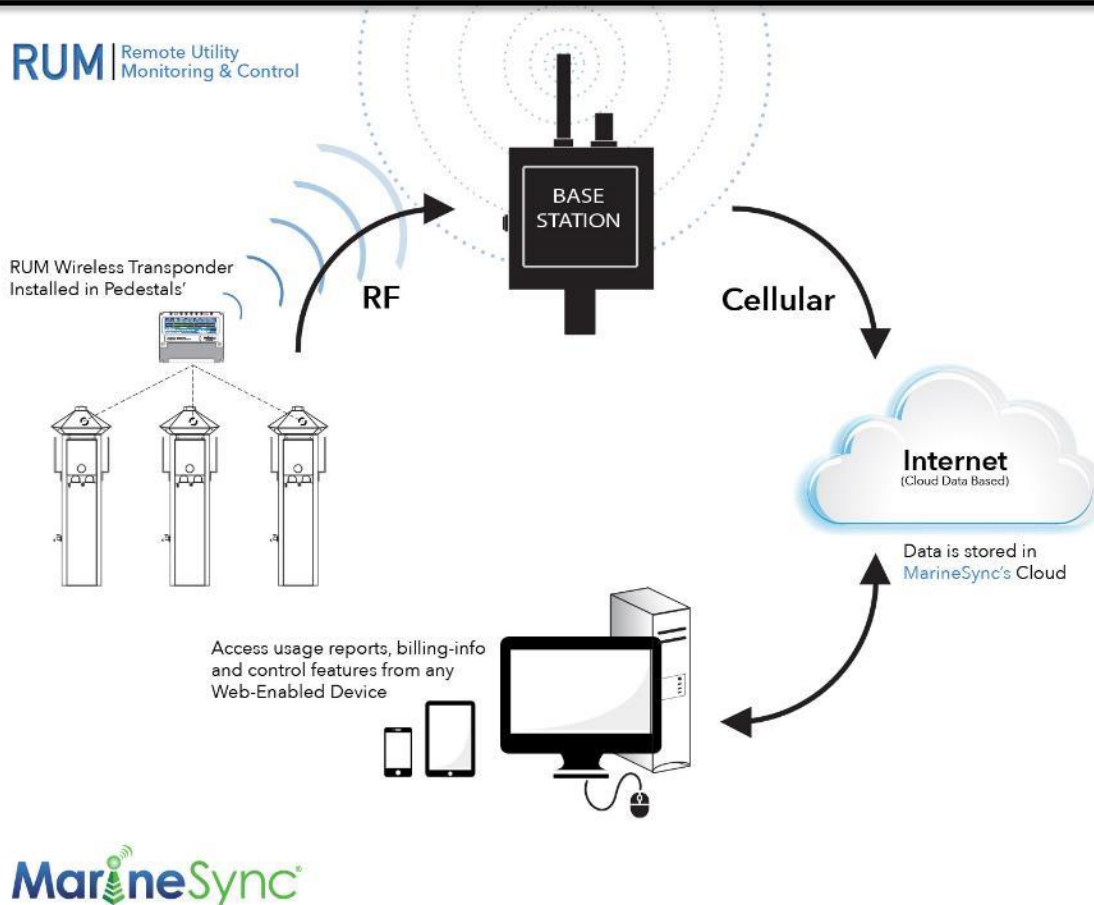
NETWORK REPEATERS (IF REQUIRED)

(1-4) PER FACILITY- INSTALLED PER COVERAGE PLAN/AERIAL SURVEY

SOFTWARE AS A SERVICE AND SUPPORT (SAASAS)

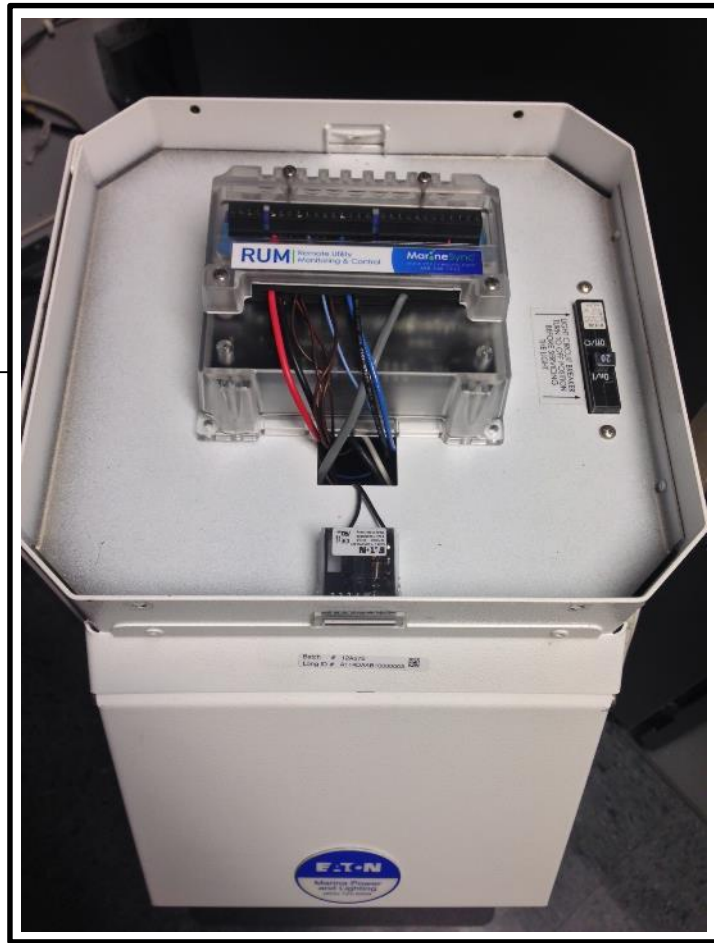
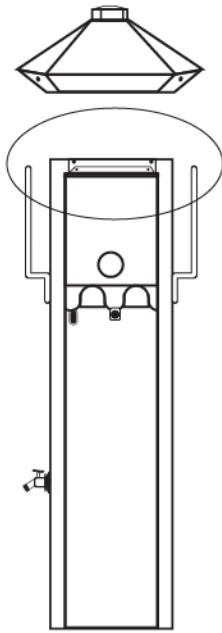
ANNUAL SERVICE CONTRACT INCLUDES SYSTEM COMMISSIONING, DATA PLAN, ONLINE REPORTING AND TECHNICAL SUPPORT. FIRST YEAR SAASAS INCLUDED WITH PURCHASE

NETWORK DIAGRAM



WIRELESS TRANSMISSION FROM PEDESTAL TO BASE STATION TO INTERNET/ DATABASE(CLOUD)
REPORTING TOOLS / SOFTWARE, ACCESSIBLE FROM ANY INTERNET ENABLED COMPUTER OR DEVICE

WIRELESS TRANSPONDER – TYPICAL MOUNTING LOCATION



MOUNTING

A WIRELESS TRANSPONDER WILL BE LOCATED INSIDE THE TOP OF EACH PEDESTAL. EACH TRANSPONDER HAS THE CAPABILITY TO WIRELESSLY TRANSMIT UP TO FOUR (4) OUTPUTS. THE UNIT WILL BE PREWIRED BY THE PEDESTAL MANUFACTURER

- i. Meter readings available by date range
- ii. Meter readings available by location (Slip/Space)
- iii. Daily historical usage graph by date range
- iv. Real-time “get now” meter reading functionality
- v. Value synchronization with meters to ensure data continuity
- vi. Data export to universal formats (i.e. .csv)
- vii. Print features for individual meter data
- viii. Intuitive setup wizard
- ix. Status of transponders displayed in Real-time
- x. Link Quality Status displayed for all Transponders
- xi. Configurable naming of Slip/Space to match software export fields
- xii. Supports export with most marina management and billing software
- xiii. Technical and User support included

