

City of Sand Point Council Meeting



Workshop: Tuesday, August 11, 2020 – 2:00 p.m.

Meeting: Tuesday, August 11, 2020 – 7:00 p.m.

CALL TO ORDER

ROLL CALL

CITY OF SAND POINT

(packet will be available on website August 7, 2020
www.sandpointak.com)



MAYOR

Mayor Glen Gardner Jr. - Office Exp. 2020

COUNCIL MEMBERS

Danny Cumberlidge	Seat A - Exp. 2022
Allan Starnes	Seat B - Exp. 2020
Shirley Brown	Seat C - Exp. 2022
Jack Foster Jr.	Seat D - Exp. 2020
Marita Gundersen	Seat E - Exp. 2021
Emil Mobeck	Seat F - Exp. 2021

SAND POINT CITY COUNCIL MEETING AGENDA CITY CHAMBERS

Regular Meeting

Tuesday, August 11, 2020 7:00 pm

CALL TO ORDER ROLL CALL APPROVAL OF AGENDA

CONSENT AGENDA:

1. Minutes: Minutes of Regular Meeting on July 8, 2020

REPORTS:

1. Finance Officer
2. Administrator
3. DPS Police Chief
4. Public Works Director
5. Harbor Master

HEARINGS, ORDINANCES AND RESOLUTIONS:

1. Resolution 20-07: Authorizing Issuance of City Bond Refund
2. Resolution 20-08: Extension of Declaration of Emergency

OLD BUSINESS:

1. COVID-19 Update
2. CARES Act Funding Distribution

NEW BUSINESS:

1. Earthquake and Dock Update
2. Disaster Declaration
3. Chief of Police Applicants

PUBLIC COMMENTS COUNCIL COMMENTS EXECUTIVE SESSION ADJOURNMENT

Note: Due to concerns about the COVID-19 virus and to follow best practices in order to prevent the spread of the virus, the meeting will also be held telephonically. Please call 1-800-315-6338 and use the passcode 26961 followed by the # key.

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

POSTED: 08/05/20

CALL TO ORDER:

The regular meeting of the Sand Point City Council was held Tuesday, July 8, 2020 was held in the Sand Point Council Chambers and telephonically. Mayor Glen Gardner Jr. called the meeting to order at 7:07 p.m.

ROLL CALL:

Glen Gardner Jr.	Mayor	Present
Danny Cumberlidge	Seat A	Present
Allan Starnes	Seat B	Present
Shirley Brown	Seat C	Present
Jack Foster Jr.	Seat D	Absent - excused
Marita Gundersen	Seat E	Present via teleconference
Emil Mobeck	Seat F	Present via teleconference

A quorum was established.

Staff in attendance:

- Jordan Keeler, Administrator
- Shannon Sommer, City Clerk
- Krista Galvin, Finance Officer via teleconference
- Brent Nierman, Police Sergeant
- Douglas Holmberg, Harbor Master via teleconference

APPROVAL OF AGENDA:

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

MOTION: Councilperson Shirley Brown made a motion to approve the agenda with the addition of Communication Request by Eastern Aleutian Tribes CEO Paul Mueller.

SECOND: Councilperson Emil Mobeck seconded the motion.

VOTE: Motion passed unanimously.

COMMUNICATION AND APPEARANCE REQUEST:

Eastern Aleutian Tribes CEO Paul Mueller gave a brief COVID-19 update.

CONSENT AGENDA:

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

MOTION: Councilperson Emil Mobeck made a motion to approve the minutes from Regular Meeting on June 9, 2020.

SECOND: Councilperson Marita Gundersen seconded the motion.

VOTE: Motion passed unanimously.

REPORTS:

Finance Officer – Krista Galvin

Finance Officer Krista Galvin reported for the month of May 2020 Sales Tax was \$47,729.27 and Raw Fish Tax was \$8,261.04.

Administrator – Jordan Keeler

Administrator Keeler reported Ravn held a bankruptcy sale, he will have more to report later on in the agenda.

Interim Police Chief – Brent Nierman

Police Sergeant Brent Nierman reported he has been appointed Interim Police Chief since former Police Chief Hal Henning, Police Officer Mark Chandler and Investigator Thomas Slease resigned.

Public Works Director - Vacant

The Public Works Director was not present, Mayor Gardner gave a quick update on the department.

Harbor Master – Douglas Holmberg

Harbor Master Douglas Holmberg report included in packet.

HEARINGS, ORDINANCES, AND RESOLUTIONS: None.

OLD BUSINESS:

1. COVID-19 Update

Administrator Keeler stated when the ferry arrives in Sand Point, passengers' names will be taken, and he recommended to speak about the 2020 Silver Salmon Derby at the next meeting.

Councilperson Mobeck asked Administrator Keeler if ferry passengers will be able to disembark to walk in town. Administrator Keeler replied they will not be able to.

NEW BUSINESS:

1. CARES Act Funding Distribution

Administrator Keeler stated there are four targeted areas to be reimbursed for the City for the CARES Act monies allotted to the City. City Expenses, Small Business Grants, Fishermen's Grants and Non-profit Grants.

Mayor Gardner asked Administrator Keeler if the City donated to non-profit organizations, are we able to be reimbursed. Administrator Keeler replied, yes.

MOTION: Councilperson Emil Mobeck made a motion to move forward with the CARES Act Funding Distribution.

SECOND: Councilperson Danny Cumberlidge seconded the motion.

VOTE: Motion passed unanimously.

PUBLIC COMMENTS: None.

COUNCIL COMMENTS:

Councilperson Mobeck commented it is nice the City will help out the community during these trying times. Councilperson Gundersen asked if the City has a policy for open fire pits and commented for everyone to keep doing their part during COVID-19. Mayor Gardner replied if anyone notices the open fire pits to give him a call.

ADJOURNMENT:

MOTION: Councilperson Shirley Brown made a motion to adjourn.

SECOND: Councilperson Danny Cumberlidge seconded the motion.

The meeting adjourned at 7:43 p.m.

Glen Gardner Jr., Mayor

ATTEST:

Shannon Sommer, City Clerk

REPORTS

FINANCE OFFICER

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

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
July	121,976.31	110,509.71	129,882.77	142,500.10	83,040.24	81,992.40
August	48,575.15	94,822.69	42,576.34	139,542.35	48,290.30	88,100.71
September	64,362.76	62,297.79	63,622.18	37,427.07	49,496.61	65,893.27
October	32,213.32	76,878.70	59,854.60	32,201.69	46,261.99	51,476.42
November	7,214.11	3,770.50	6,757.09	10,083.69	4,963.48	3,495.99
December	372.97	735.79	-	515.28	74.67	
January	25,670.23	21,798.52	8,015.18	3,836.52	12,558.77	
February	37,309.68	47,098.16	47,058.04	27,529.30	24,948.95	
March	88,220.14	69,354.74	95,569.42	45,022.21	82,916.26	13,306.96
April	15,613.35	23,493.50	5,984.43	58,469.24	13,561.22	13,500.37
May	25,246.23	16,091.74	20,790.33	24,240.36	8,025.95	8,261.04
June	68,319.25	78,884.08	109,955.05	58,431.26	89,711.60	16,659.69
Total	535,093.50	605,735.92	590,065.43	579,799.07	463,850.04	342,686.85

Sales Tax Revenue

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>
July	104,201.30	88,780.27	75,255.42	79,691.25	92,628.52	88,102.92
August	88,102.34	92,491.15	64,147.25	77,015.98	65,979.46	102,628.84
September	116,436.20	95,569.47	80,332.82	66,935.45	71,697.10	86,603.67
October	81,510.79	71,821.64	62,727.84	34,186.58	58,219.29	75,277.68
November	43,535.59	35,841.10	36,741.45	49,870.42	46,835.09	42,723.86
December	44,980.97	48,357.80	37,647.73	31,235.26	39,642.29	50,112.63
January	66,575.33	60,942.89	58,373.49	39,387.33	44,528.74	34,118.45
February	69,895.86	60,702.43	59,618.34	45,302.69	41,619.24	35,316.83
March	105,731.28	81,364.98	77,700.11	81,890.02	75,803.84	48,712.31
April	58,562.79	53,394.08	52,535.54	45,633.53	49,639.45	33,711.29
May	52,976.00	44,528.77	45,569.00	46,470.55	61,719.51	47,729.27
June	96,824.06	80,350.37	78,996.36	81,316.23	93,332.26	71,991.16
Total	929,332.51	814,144.95	729,645.35	678,935.29	741,644.79	717,028.91
			TDX Fines	(150,000.00)		
				528,935.29		

City of Sand Point
Bank Balance

Date

	Balance	
		Date
Bank	End of June	8/4/2020
Key Bank	2,257,839.61	1,908,146.79
Key Bank / CARES	676,372.39	676,402.51
Wells Fargo - General	67,866.39	187,245.73
Wells Fargo - Bingo Fund	67,573.36	73,473.46
Wells Fargo - Silver Salmon Fund	37,997.19	37,997.19
Wells Fargo - PD Forfeiture	1,093.65	1,093.65
Wells Fargo - PD Forfeiture	10,496.21	10,496.21
Charles Schwab	537,905.90	559,280.63

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

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Current Period: JUNE 19-20

	19-20 YTD Budget	19-20 YTD Amt	JUNE MTD Amt	19-20 YTD Balance	% of YTD
GENERAL FUND					
LEGISLATIVE	\$107,000.00	\$98,594.00	\$9,523.12	\$8,406.00	92.14%
ADMINISTRATION	\$1,056,072.00	\$941,860.51	\$45,933.54	\$114,211.49	89.19%
PARKS AND RECREATION	\$23,000.00	\$16,041.69	\$0.00	\$6,958.31	69.75%
PUBLIC SAFETY	\$670,253.00	\$722,476.69	\$79,239.15	-\$52,223.69	107.79%
PUBLIC WORKS	\$576,500.00	\$517,865.82	\$30,190.50	\$58,634.18	89.83%
FACILITIES	\$276,550.00	\$203,475.98	\$13,573.60	\$73,074.02	73.58%
<i>Total GENERAL FUND</i>	<u>\$2,709,375.00</u>	<u>\$2,500,314.69</u>	<u>\$178,459.91</u>	<u>\$209,060.31</u>	<u>92.28%</u>
BINGO FUND					
ADMINISTRATION	\$710,300.00	\$546,704.76	\$5,466.42	\$163,595.24	76.97%
<i>Total BINGO FUND</i>	<u>\$710,300.00</u>	<u>\$546,704.76</u>	<u>\$5,466.42</u>	<u>\$163,595.24</u>	<u>76.97%</u>
SILVER SALMON DERBY					
FIRE	\$37,500.00	\$28,064.88	\$0.00	\$9,435.12	74.84%
<i>Total SILVER SALMON DERBY</i>	<u>\$37,500.00</u>	<u>\$28,064.88</u>	<u>\$0.00</u>	<u>\$9,435.12</u>	<u>74.84%</u>
CLINIC OPERATIONS/MAINTENANCE					
ADMINISTRATION	\$62,412.00	\$263.65	\$263.65	\$62,148.35	0.42%
<i>Total CLINIC OPERATIONS/MAINTENANCE</i>	<u>\$62,412.00</u>	<u>\$263.65</u>	<u>\$263.65</u>	<u>\$62,148.35</u>	<u>0.42%</u>
WATER/SEWER OPERATIONS					
WATER/SEWER	\$305,000.00	\$244,208.62	\$18,776.16	\$60,791.38	80.07%
<i>Total WATER/SEWER OPERATIONS</i>	<u>\$305,000.00</u>	<u>\$244,208.62</u>	<u>\$18,776.16</u>	<u>\$60,791.38</u>	<u>80.07%</u>
HARBOR/PORT OPERATIONS					
HARBOR	\$517,200.00	\$519,918.19	\$36,236.12	-\$2,718.19	100.53%
<i>Total HARBOR/PORT OPERATIONS</i>	<u>\$517,200.00</u>	<u>\$519,918.19</u>	<u>\$36,236.12</u>	<u>-\$2,718.19</u>	<u>100.53%</u>
REFUSE COLLECTION					
PUBLIC WORKS	\$153,650.00	\$134,907.87	\$8,963.98	\$18,742.13	87.80%
<i>Total REFUSE COLLECTION</i>	<u>\$153,650.00</u>	<u>\$134,907.87</u>	<u>\$8,963.98</u>	<u>\$18,742.13</u>	<u>87.80%</u>
Report Total	<u>\$4,495,437.00</u>	<u>\$3,974,382.66</u>	<u>\$248,166.24</u>	<u>\$521,054.34</u>	<u>88.41%</u>

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

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Current Period: JUNE 19-20

		19-20	19-20	JUNE	19-20	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	YTD
GENERAL FUND						
Active	R 01-200 CAPITAL GAIN / LOSS	\$0.00	-\$2,836.20	\$6,914.39	\$2,836.20	0.00%
Active	R 01-201 INTEREST INCOME	\$20,000.00	\$49,527.02	\$2,122.82	-\$29,527.02	247.64%
Active	R 01-202 FINES AND PENALTYS	\$1,000.00	\$1,398.12	\$151.48	-\$398.12	139.81%
Active	R 01-203 OTHER REVENUE	\$5,000.00	\$2,164.76	\$0.00	\$2,835.24	43.30%
Active	R 01-205 4% SALES TAX	\$600,000.00	\$729,699.61	\$47,729.27	-\$129,699.61	121.62%
Active	R 01-213 RAW FISH TAX	\$400,000.00	\$415,738.76	\$8,261.04	-\$15,738.76	103.93%
Active	R 01-214 FINE-LATE SALES TAX	\$5,000.00	\$66.72	\$0.00	\$4,933.28	1.33%
Active	R 01-217 7% B & B Tax	\$14,000.00	\$10,656.85	\$0.00	\$3,343.15	76.12%
Active	R 01-225 PAYMENT IN LIEU OF TAX	\$150,000.00	\$0.00	\$0.00	\$150,000.00	0.00%
Active	R 01-230 DONATIONS	\$0.00	\$43,612.00	\$0.00	-\$43,612.00	0.00%
Active	R 01-233 BUSINESS LIC. FEE	\$4,000.00	\$2,875.00	\$25.00	\$1,125.00	71.88%
Active	R 01-234 SB 46 PERS RELIEF	\$40,000.00	\$0.00	\$0.00	\$40,000.00	0.00%
Active	R 01-238 ANCHORAGE OFFICE	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00%
Active	R 01-250 STATE REVENUE SHARIN	\$90,000.00	\$87,901.02	\$0.00	\$2,098.98	97.67%
Active	R 01-256 REVENUE--STATE OF ALA	\$0.00	\$87,675.00	\$0.00	-\$87,675.00	0.00%
Active	R 01-257 REVENUE--FEDERAL GOV	\$0.00	\$676,372.39	\$676,372.39	-\$676,372.39	0.00%
Active	R 01-260 STATE LIQUOR SHARE TA	\$3,500.00	\$2,500.00	\$0.00	\$1,000.00	71.43%
Active	R 01-265 SOA DOCCED SHARED FIS	\$44,000.00	\$0.00	\$0.00	\$44,000.00	0.00%
Active	R 01-266 SOA DOR FISH BUS SHAR	\$275,000.00	\$171,093.04	\$0.00	\$103,906.96	62.22%
Active	R 01-285 EQUIPMENT RENTAL	\$47,000.00	\$23,096.00	\$17.94	\$23,904.00	49.14%
Active	R 01-290 AK HIDTA PROGRAM	\$0.00	\$3,084.12	\$0.00	-\$3,084.12	0.00%
Active	R 01-291 BUILDING RENTALS	\$140,000.00	\$176,979.82	\$13,246.26	-\$36,979.82	126.41%
Active	R 01-293 LIBRARY GRANT	\$0.00	\$7,000.00	\$0.00	-\$7,000.00	0.00%
Active	R 01-296 PD FORFEITURES	\$0.00	\$1,358.86	\$0.00	-\$1,358.86	0.00%
Active	R 01-297 POLICE MISC REVENUE	\$0.00	\$54,324.97	\$0.00	-\$54,324.97	0.00%
Active	R 01-298 EMS MISC REVENUE	\$15,000.00	\$8,728.50	\$0.00	\$6,271.50	58.19%
	Total	<u>\$1,868,500.00</u>	<u>\$2,553,016.36</u>	<u>\$754,840.59</u>	<u>-\$684,516.36</u>	<u>136.63%</u>
	Total GENERAL FUND	\$1,868,500.00	\$2,553,016.36	\$754,840.59	-\$684,516.36	136.63%
BINGO FUND						
Active	R 02-294 BINGO REVENUE	\$45,000.00	\$20,799.00	\$369.00	\$24,201.00	46.22%
Active	R 02-295 PULL TAB REVENUE	\$525,000.00	\$526,027.00	\$3,912.50	-\$1,027.00	100.20%
	Total	<u>\$570,000.00</u>	<u>\$546,826.00</u>	<u>\$4,281.50</u>	<u>\$23,174.00</u>	<u>95.93%</u>
	Total BINGO FUND	\$570,000.00	\$546,826.00	\$4,281.50	\$23,174.00	95.93%
SILVER SALMON DERBY						
Active	R 03-230 DONATIONS	\$3,250.00	\$3,700.00	\$0.00	-\$450.00	113.85%
Active	R 03-292 SILVER SALMON DERBY	\$26,384.00	\$31,649.26	\$0.00	-\$5,265.26	119.96%
	Total	<u>\$29,634.00</u>	<u>\$35,349.26</u>	<u>\$0.00</u>	<u>-\$5,715.26</u>	<u>119.29%</u>
	Total SILVER SALMON DERBY	\$29,634.00	\$35,349.26	\$0.00	-\$5,715.26	119.29%
CLINIC OPERATIONS/MAINTENANCE						
Active	R 10-257 REVENUE--FEDERAL GOV	\$307,410.00	\$190,880.75	\$0.00	\$116,529.25	62.09%
	Total	<u>\$307,410.00</u>	<u>\$190,880.75</u>	<u>\$0.00</u>	<u>\$116,529.25</u>	<u>62.09%</u>
	Total CLINIC OPERATIONS/MAINTENANCE	\$307,410.00	\$190,880.75	\$0.00	\$116,529.25	62.09%
WATER/SEWER OPERATIONS						
Active	R 61-202 FINES AND PENALTYS	\$1,000.00	\$1,894.82	\$73.22	-\$894.82	189.48%
Active	R 61-206 WATER/SEWER REVENUE	\$220,000.00	\$211,143.08	\$18,643.17	\$8,856.92	95.97%

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

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Current Period: JUNE 19-20

		19-20	19-20	JUNE	19-20	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	YTD
Active	R 61-235 TRANSFER IN	\$60,500.00	\$0.00	\$0.00	\$60,500.00	0.00%
Total		<u>\$281,500.00</u>	<u>\$213,037.90</u>	<u>\$18,716.39</u>	<u>\$68,462.10</u>	<u>75.68%</u>
Total WATER/SEWER OPERATIONS		\$281,500.00	\$213,037.90	\$18,716.39	\$68,462.10	75.68%
HARBOR/PORT OPERATIONS						
Active	R 62-201 INTEREST INCOME	\$5,000.00	\$4,460.80	\$287.80	\$539.20	89.22%
Active	R 62-203 OTHER REVENUE	\$10,000.00	\$1,255.82	\$0.00	\$8,744.18	12.56%
Active	R 62-210 HARBOR/MOORAGE	\$280,000.00	\$222,969.80	\$4,061.09	\$57,030.20	79.63%
Active	R 62-211 HARBOR/TRAVELLIFT	\$110,000.00	\$111,305.42	\$6,391.20	-\$1,305.42	101.19%
Active	R 62-212 BOAT HARBOR/RENTS	\$85,000.00	\$109,307.00	\$590.70	-\$24,307.00	128.60%
Active	R 62-215 HARBOR/WHARFAGE	\$95,000.00	\$111,528.87	\$1,009.49	-\$16,528.87	117.40%
Active	R 62-219 HARBOR ELEC SERVICE F	\$8,000.00	\$8,582.62	\$1,059.54	-\$582.62	107.28%
Active	R 62-220 HARBOR/ELEC DEPOSIT	\$1,100.00	\$100.00	\$0.00	\$1,000.00	9.09%
Active	R 62-221 HARBOR/VAN STORAGE	\$20,000.00	\$14,564.94	\$0.00	\$5,435.06	72.82%
Active	R 62-222 HARBOR/STALL ELECTRIC	\$30,000.00	\$39,478.03	\$1,064.90	-\$9,478.03	131.59%
Active	R 62-223 HARBOR/ELECTRICITY	\$4,000.00	\$2,595.77	\$180.35	\$1,404.23	64.89%
Active	R 62-224 GEARSHED LOCKER RENT	\$15,000.00	\$14,791.01	\$300.00	\$208.99	98.61%
Active	R 62-237 HARBOR STORAGE	\$2,500.00	\$878.59	\$0.00	\$1,621.41	35.14%
Active	R 62-285 EQUIPMENT RENTAL	\$40,000.00	\$15,513.19	\$581.35	\$24,486.81	38.78%
Total		<u>\$705,600.00</u>	<u>\$657,331.86</u>	<u>\$15,526.42</u>	<u>\$48,268.14</u>	<u>93.16%</u>
Total HARBOR/PORT OPERATIONS		\$705,600.00	\$657,331.86	\$15,526.42	\$48,268.14	93.16%
REFUSE COLLECTION						
Active	R 65-202 FINES AND PENALTYS	\$1,500.00	\$629.28	\$40.79	\$870.72	41.95%
Active	R 65-204 REFUSE COLLECTION	\$146,000.00	\$159,577.16	\$14,088.19	-\$13,577.16	109.30%
Active	R 65-235 TRANSFER IN	\$12,150.00	\$0.00	\$0.00	\$12,150.00	0.00%
Total		<u>\$159,650.00</u>	<u>\$160,206.44</u>	<u>\$14,128.98</u>	<u>-\$556.44</u>	<u>100.35%</u>
Total REFUSE COLLECTION		\$159,650.00	\$160,206.44	\$14,128.98	-\$556.44	100.35%
Report Total		\$3,922,294.00	\$4,356,648.57	\$807,493.88	-\$434,354.57	111.07%

CITY OF SAND POINT

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*Fund Summary -
Budget to Actual©

JUNE 19-20

	19-20 YTD Budget	JUNE MTD Amount	19-20 YTD Amount	19-20 YTD Balance	19-20 % YTD Budget
FUND 01 GENERAL FUND					
Revenue	\$1,868,500.00	\$754,840.59	\$2,553,016.36	-\$684,516.36	136.63%
Expenditure	\$2,709,375.00	\$178,459.91	\$2,500,314.69	\$209,060.31	92.28%
		\$576,380.68	\$52,701.67		
FUND 02 BINGO FUND					
Revenue	\$570,000.00	\$4,281.50	\$546,826.00	\$23,174.00	95.93%
Expenditure	\$710,300.00	\$5,466.42	\$546,704.76	\$163,595.24	76.97%
		-\$1,184.92	\$121.24		
FUND 03 SILVER SALMON DERBY					
Revenue	\$29,634.00	\$0.00	\$35,349.26	-\$5,715.26	119.29%
Expenditure	\$37,500.00	\$0.00	\$28,064.88	\$9,435.12	74.84%
		\$0.00	\$7,284.38		
FUND 10 CLINIC OPERATIONS/MAINTENANCE					
Revenue	\$307,410.00	\$0.00	\$190,880.75	\$116,529.25	62.09%
Expenditure	\$62,412.00	\$263.65	\$263.65	\$62,148.35	0.42%
		-\$263.65	\$190,617.10		
FUND 61 WATER/SEWER OPERATIONS					
Revenue	\$281,500.00	\$18,716.39	\$213,037.90	\$68,462.10	75.68%
Expenditure	\$305,000.00	\$18,776.16	\$244,208.62	\$60,791.38	80.07%
		-\$59.77	-\$31,170.72		
FUND 62 HARBOR/PORT OPERATIONS					
Revenue	\$705,600.00	\$15,526.42	\$657,331.86	\$48,268.14	93.16%
Expenditure	\$517,200.00	\$36,236.12	\$519,918.19	-\$2,718.19	100.53%
		-\$20,709.70	\$137,413.67		
FUND 65 REFUSE COLLECTION					
Revenue	\$159,650.00	\$14,128.98	\$160,206.44	-\$556.44	100.35%
Expenditure	\$153,650.00	\$8,963.98	\$134,907.87	\$18,742.13	87.80%
		\$5,165.00	\$25,298.57		
Report Total		\$559,327.64	\$382,265.91		

TO: Mayor Gardner
City Council Members

FROM: Jordan Keeler
City Administrator

DATE: August 6, 2020

SUBJ: Monthly Report for August 2020



Here is a summary of the past month

- Continued work on the PERS issue. I look to have resolution within the next month or two.
- Welcomed Officer Richard Cooper to the Sand Point Police Department and continue to efforts with PD personnel to bring staffing back to full strength.
- Gave testimony to the Alaska Marine Highway Reshaping Working Group on the importance of ferry service to Sand Point.
- Handled several issues that arose as a result of the July 21 earthquake, some of which are covered later on in the agenda.
- Continue to track COVID-19 related costs so the City can get all eligible reimbursements. There's movement on bills in Congress that would allow for more liberal use of CARES Act funds, but for now I am sticking to the original guidelines until official word comes down.
- FLOAT, the winning bidder for a portion of Ravn's assets, has indicated that they will resume service using Ravn's former aircraft and staff to former destinations, including Sand Point, in September.
- Lastly, I want to acknowledge the efforts of City employees in the face of the challenges this year has thrown at us and will continue to throw at us. This has not been an easy year with everything going on and I am deeply appreciative of your continued efforts.



SAND POINT DEPARTMENT of PUBLIC SAFETY



Post Office Box 423
Sand Point, Alaska 99661

MEMORANDUM

To: Honorable Glen Gardner, Mayor, City of Sand Point
Mr. Jordan Keeler, City Administrator, City of Sand Point
Mr. Danny Cumberlidge, 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
Mr. Emil Mobeck, City Councilperson, City of Sand Point

From: Denise Mobeck, Administrative Assistant

Date: August 6, 2020

Ref: Department of Public Safety's Monthly Report for July 2020

Police Department

- Brent Nierman, Interim Chief of Police/ Police Sergeant
- Dave Anderson, Police Officer
- Richard Cooper, Police Officer
- Police Officer, open position
- Investigator, open position

Administrative Assistant

- Denise Mobeck/weekday 911 Dispatcher

Dispatchers

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

Police Division Activity

July 2020

2 persons were jailed

2 Assault

51 911 calls

14 hang up/mis-dials

6 ambulance needed

9 Med on Call requests

3 DV Assaults

1 Noise complaints

3 REDDI reports

1 indecent exposure

2 drunken person wanting ride from officer

3 diverted aircraft for unruly person onboard

1 welfare check on children

2 miscellaneous information for a previous call

4 Assault

1 miscellaneous call

1 outside agency checking on any earthquake damage

Incidents generated not listed in 911 calls

Employee background check

Drug intel

Public assist for highly intoxicated person

Trespass for AC Store

Suspicious person check

Note from Brent:

I'd first like to thank the City Council, the Mayor, the City Manager as well as the citizens of Sand Point for the overwhelming support Officer Anderson and Myself have received during the transition of SPPD losing the former Chief (Hal Henning) and Officer Mark Chandler. This situation created some unique challenges for staffing as well as tackling the process of recruitment. THANK YOU!

Our first open position was filled with a Seasoned Law Enforcement Veteran of 42 years in Richard Cooper. Officer Cooper successfully completed his first 2-week rotation with Officer Anderson in July.

Our second open position has been offered to, and accepted by Justin Cash who is a current Sergeant with Bethel Police Dept. Officer Anderson and I have known Cash for approximately 3 years and he comes to us with glowing reviews from all who know and work with him. Officer Cash's first shift will be 09/01/20.

I'd like to commend Officer Anderson and Officer Cooper for their involvement in the Emergency response related to the recent Earthquake activity. There were some communication/technology challenges that were out of their control and both officers handled those challenges with efficiency and professionalism.

In closing, I'd like to voice my concern to our Mayor and Council with our current lack of EMS Director and low numbers of EMS emergency responders. Law enforcement are called upon at times to assist with EMS calls and have on a few occasions been needed to drive the ambulance due to lack of staffing. This creates a concern if officers are not available for Law Enforcement calls. Just a topic for discussion.

EMS Division

Chief of EMS Division: Vacant

Fire Division

Chief of Fire Division: Vacant

PUBLIC WORKS DIRECTOR

No report given at this time.

July 2020

The Alaska hydraulic guy was here he said that the hydraulic oil was really contaminated metal fragments in the tank they changed one hydraulic pump he took the old one apart found out that it was bad still lots of issues with the travel lift I won't lift any big boats its just not safe.

Gehl is broke down again got parts ordered so it should be up and running soon. Electric fork truck for the freight boat is down got parts ordered for that.

With the earth quake the city road to the docks dropped about 8 to 12 inches with major damage to the old warehouse the docks are closed to all traffic until further notice inspectors coming in by the time this is out we should have the reports on the docks got work to be done out there.

The new City dock is open for traffic in the works to fill in to the dock with gravel to ramp it for traffic to access the dock.

HEARINGS, ORDINANCES AND RESOLUTIONS

**RESOLUTION 20-07:
AUTHORIZING ISSUANCE
OF CITY BOND REFUND**

Memo

To: Mayor Gardner
From: Jordan Keeler, Administrator
cc: City Council
Date: August 4, 2020
Re: Resolution 20-07

Resolution 20-07 authorizes the Alaska Bond Bank to refund the bond issuance that was approved in 2012 and issued in 2013. This is part of a larger effort by the Alaska Bond Bank to refund (refinance) bonds held by several municipalities across the state in order to take advantage of lower interest rates. The exact interest rate and the subsequent savings, if any, cannot be known until the bond offering in September. The current projection for the bond offering projects a 3% net present value savings, which works out to roughly \$95,000 over the remaining 18 on years on the current bond, or approximately \$5280 annually. This does not take into account the \$10,000 cost to reissue the bonds, which reduces the annual savings to \$4700. The new bonds would still require an annual payment and the maturation date in 2038 will remain the same if the new bonds are issued.

The offering remains out by over a month, so there is a chance the market could change between now the bond offering date. This could result in the rate for bonds going lower or possibly increasing; the City is **not** obligated to participate in the bond offering if little or no advantage exists for the City. Should things change significantly in a month, which is always possible, the City can walk away and maintain the status quo without the bond reissuance fee. The uncertainty on exact rates is also the reason why the exact figures are not listed in the resolution, the final figures will not be known until shortly before the offering. This is standard for resolutions for bond offerings given the lag between the approval and issuance; the original 2012 resolution offering the bonds had similar blanks as part of the resolution.

While this is not a significant savings, I believe it is prudent to save money where we can and to lessen the obligations the City faces in the future. In light of this, I ask the City council to approve this resolution.

City of Sand Point



RESOLUTION 20-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND POINT, ALASKA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION REFUNDING BOND OF THE CITY TO REFUND A PORTION OF THE PRINCIPAL INSTALLMENTS OF AN OUTSTANDING GENERAL OBLIGATION BOND OF THE CITY; AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN ACCORDANCE THEREWITH; AND PLEDGING THE FULL FAITH AND CREDIT OF THE CITY TO THE PAYMENT THEREOF

WHEREAS, pursuant to Ordinance No. 2012-03 of the City of Sand Point, Alaska (the “City”), adopted on October 9, 2012, approved by a majority of the qualified voters voting on the proposition at a special municipal election held on November 6, 2012, and Resolution No. 13-01 of the City, passed and approved on January 8, 2013 (the “2013 Bond Resolution”), the City issued its General Obligation Bond, 2013 (the “2013 Bond”), in the original principal amount of \$3,070,000, of which \$2,155,000 is now outstanding, for the purpose of paying the cost in whole or in part of the acquisition of property, planning, design, construction, reconstruction, expansion, and improvement of the Robert E. Galovin small boat harbor in the City; and

WHEREAS, under AS 29.47.300, if the City has outstanding general obligation bonds and the City Council determines it would be financially advantageous to refund those bonds, the City may provide by resolution for the issuance of general obligation refunding bonds, and under AS 29.47.320, no election is required to authorize the issuance and sale of refunding bonds; and

WHEREAS, under AS 29.47.340, refunding bonds may be exchanged for the bonds being refunded; and

WHEREAS, the City sold the 2013 Bond to the Alaska Municipal Bond Bank (the “Bond Bank”), as authorized by the 2013 Bond Resolution, on the terms and conditions set forth in, among others, the 2013 Bond Resolution and the loan agreement between the City and the Bond Bank dated as of March 1, 2013 (the “2013 Loan Agreement”);

WHEREAS, the Bond Bank issued its General Obligation and Refunding Bonds, 2013 Series One (the “2013 Bond Bank Bonds”), among other purposes, to provide funds to purchase the 2013 Bond, as provided in the 2013 Loan Agreement; and

WHEREAS, the Bond Bank has expressed its intent to issue refunding bonds (the “Bond Bank Refunding Bonds”) for the purpose of refunding a portion of the 2013 Bond Bank Bonds and achieving a debt service savings; and

WHEREAS, Section 6 of the 2013 Loan Agreement provides that payments of principal of and interest on the 2013 Bond may be adjusted to reduce debt service on the 2013 Bond if the Bond Bank is able to achieve debt service savings by refunding the 2013 Bond Bank Bonds; and

WHEREAS, the Bond Bank has offered to enter into an Amendatory Loan Agreement (the “Amendatory Loan Agreement”) to effect a reduction in debt service on a portion of the principal installments of the 2013 Bond (the “Refundable Principal Installments”); and

WHEREAS, the City Council wishes to effect a reduction in debt service on all or a portion of the Refundable Principal Installments by entering into the Amendatory Loan Agreement, issuing its general obligation refunding bond (and a replacement 2013 Bond) in exchange for the 2013 Bond and participating in the refunding of a portion of the 2013 Bond Bank Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE SAND POINT CITY COUNCIL:

Section 1. Definitions. In addition to the definitions specified elsewhere in this resolution, the following terms shall have the following meanings in this resolution:

(a) “Bond” means the general obligation refunding bond of the City, the issuance of which is authorized herein.

(b) “Bond Register” means the registration books maintained by the Registrar, which include the name and address of the owner of the Bond or the nominee of such owner.

(c) “Code” means the Internal Revenue Code of 1986, as amended from time to time, together with all regulations applicable thereto.

(d) “Continuing Disclosure Certificate” means a certificate relating to the Bond executed and delivered by the City with respect to compliance with paragraph (b)(5) of Rule 15c2-12 of the Securities and Exchange Commission, as such certificate may be amended or supplemented from time to time in accordance with its terms.

(e) “Government Obligations” means direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

(f) “Registered Owner” means the person named as the registered owner of the Bond in the Bond Register.

(g) “Registrar” means the City Administrator of the City, or any successor that the City may appoint by resolution.

Section 2. Authorization of Bond and Purpose of Issuance. The City Council hereby determines it would be financially advantageous to refund all or a portion of the Refundable Principal Installments by issuing the Bond (and a replacement 2013 Bond) on the terms and conditions provided in this resolution. For the purpose of providing the funds required to refund all or a portion of the Refundable Principal Installments and to pay all costs incidental thereto and to the issuance of the Bond, the City hereby authorizes and determines to issue and to sell the Bond. The Bond shall be designated “City of Sand Point General Obligation Refunding Bond,” with such additional series and year designation as the City Administrator may fix and determine. The City Administrator is authorized to fix and determine which of the Refundable Principal

Installments are to be refunded by issuing the Bond (and a replacement 2013 Bond) in exchange therefor.

The City has ascertained and hereby determines that each and every matter and thing as to which provision is made in this resolution is necessary in order to carry out and effectuate the purpose of the City in accordance with the constitution and the statutes of the State of Alaska and to incur the indebtedness and issue the Bond.

Section 3. Obligation of Bond. The Bond shall be a direct and general obligation of the City, and the full faith and credit of the City are hereby pledged to the payment of the principal of and interest on the Bond. The City hereby irrevocably pledges and covenants that it will levy and collect taxes upon all taxable property within the City without limitation as to rate or amount, in amounts sufficient, together with other funds legally available therefor, to pay the principal of and interest on the Bond as the same become due and payable.

Section 4. Description of Bond. The Bond shall be dated the date of its initial delivery, and each principal installment of the Bond shall be in the denomination of \$5,000 or any integral multiple thereof, or such other date and denominations as may be determined by the City Administrator, and shall be numbered in such manner and with any additional designation as the Registrar deems necessary for purposes of identification.

The Bond shall bear interest payable semi-annually on the dates and shall mature on the date and each principal installment shall be payable annually in the amount and on the dates, all as shall be set forth in the Amendatory Loan Agreement.

Interest on the Bond shall be computed on the basis of a 360-day year composed of twelve 30-day months. The City Administrator is authorized to fix and determine the principal amount, maturity date, principal installments and payment dates, and the rate or rates of interest to be borne by such principal installments, provided that (i) no rate of interest on any principal installment shall exceed the rate of interest on the corresponding maturity of the Bond Bank Refunding Bonds; (ii) the net present value of the savings to the City effected by issuing the Bond (and a replacement 2013 Bond) and refunding the Refundable Principal Installments that are refunded shall be at least three percent (3%) of the aggregate principal amount of the Refundable Principal Installments that are refunded; and (iii) the Bond shall mature on or before six months after the date on which the last Refundable Principal Installment that is refunded is payable.

Section 5. Place and Medium of Payment. Both principal of and interest on the Bond shall be payable in lawful money of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. For so long as the Bond Bank is the Registered Owner, payments of principal thereof and interest thereon shall be made as provided in the 2013 Loan Agreement, as amended by the Amendatory Loan Agreement (the "Amended Loan Agreement"). In the event that the Bond Bank is no longer the Registered Owner, payments of principal thereof and interest thereon will be made by check or draft mailed by first class mail to the Registered Owner at the address for the Registered Owner appearing on the Bond Register on the 15th day of the month preceding the payment date, provided that the final installment of principal of and interest on the Bond will be payable at the office of the Registrar upon surrender of the Bond to the Registrar. If any principal installment of the Bond is not paid when due, the City shall pay interest on such principal installment at the same rate provided in the

Bond from and after its due date until such principal installment is paid in full or provision for payment thereof has been duly made.

Section 6. Optional Prepayment. The principal installments of the Bond shall be subject to prepayment, at the City’s option, on the dates and at the prices to be set forth in the Amendatory Loan Agreement. If fewer than all of the principal installments of the Bond are to be prepaid, the principal installments to be prepaid shall be determined by the City. Notice of any such prepayment shall be sent by the City not less than 50 days prior to the date fixed for prepayment by first class mail to the Registered Owner at the Registered Owner’s address as it then appears on the Bond Register. Notice of prepayment having been duly given and the prepayment having been duly effected, interest on the principal installments to be prepaid shall cease to accrue on the date fixed for prepayment.

Section 7. Form of Bond. The Bond shall be in substantially the following form, subject to the provisions of the Amended Loan Agreement, and with such changes as the City Administrator approves:

No. _____ \$ _____

UNITED STATES OF AMERICA
STATE OF ALASKA
CITY OF SAND POINT
GENERAL OBLIGATION REFUNDING BOND

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Sand Point, Alaska (the “City”), a municipal corporation of the State of Alaska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner set forth above (the “Registered Owner”), or its registered assigns, the principal amount set forth above in the following installments on _____ 1 of each of the following years, and to pay interest on each such principal installment from the date hereof until paid or provision for payment thereof has been made, payable on _____ 1, 20__ and semiannually thereafter on _____ 1 and _____ 1 of each year, at the following rates per annum:

<u>Year</u>	<u>Principal Installment</u>	<u>Interest Rate</u>
-------------	----------------------------------	--------------------------

For so long as the Alaska Municipal Bond Bank (the “Bond Bank”) is the Registered Owner, payments of principal hereof and interest hereon shall be made as provided in the loan agreement between the Bond Bank and the City relating to this bond, as amended. In the event that the Bond Bank is no longer the Registered Owner, payments of principal hereof and interest hereon will be made by check or draft mailed by first class mail to the Registered Owner at the address for the Registered Owner appearing on the Bond Register on the 15th day of the month preceding the payment date, provided that the final installment of principal of and interest on this bond will be payable at the office of the City Administrator (the “Registrar”) upon surrender of this bond to the

Registrar. Interest on this bond shall be computed on the basis of a 360-day year composed of twelve 30-day months.

This bond is issued for the purpose of refunding certain principal installments of an outstanding general obligation bond of the City under Resolution 20-07 of the City titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND POINT, ALASKA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION REFUNDING BOND OF THE CITY TO REFUND A PORTION OF THE PRINCIPAL INSTALLMENTS OF AN OUTSTANDING GENERAL OBLIGATION BOND OF THE CITY; AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN ACCORDANCE THEREWITH; AND PLEDGING THE FULL FAITH AND CREDIT OF THE CITY TO THE PAYMENT THEREOF

(the "Resolution").

The principal installments of this bond due on or after _____ 1, 20___, shall be subject to prepayment, at the City's option, on and after _____ 1, 20___ in whole or in part, at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the date fixed for prepayment. If fewer than all of the principal installments of this bond are to be prepaid, the principal installments to be prepaid shall be determined by the City. Notice of any such prepayment shall be sent by the City not less than 50 days prior to the date fixed for prepayment by first class mail to the Registered Owner at the Registered Owner's address as it then appears on the Bond Register. Notice of prepayment having been duly given and the prepayment having been duly effected, interest on the principal installments to be prepaid shall cease to accrue on the date fixed for prepayment.

This bond is transferable as provided in the Resolution, (i) only upon the Bond Register, and (ii) upon surrender of this bond together with a written instrument of transfer duly executed by the Registered Owner or the duly authorized attorney of the Registered Owner, and thereupon a new fully registered Bond in the same unpaid principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution upon the payment of charges, if any, as therein prescribed. The City may treat and consider the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or prepayment price, if any, hereof and interest due hereon and for all other purposes whatsoever. This bond is a direct and general obligation of the City, and the full faith and credit of the City are pledged to the payment of the principal hereof and interest hereon. The City has irrevocably pledged and covenanted that it will levy and collect taxes upon all taxable property within the City without limitation as to rate or amount, in amounts sufficient, together with other funds legally available therefor, to pay the principal of and interest on this bond as the same become due and payable.

Reference is hereby made to the Resolution and any resolution supplemental thereto for a description of the rights of the Registered Owner of this bond and of the rights and obligations of the City thereunder, to all of the provisions of which Resolution the Registered Owner of this bond, by acceptance hereof, assents and agrees.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts or things required by the constitution or statutes of the State of Alaska or the ordinances or resolutions of the City to exist, to have happened, or to have been performed precedent to or in the issuance of this bond, exist, have happened, and have been performed, and that this bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by said constitution, statutes, ordinances, or resolutions.

IN WITNESS WHEREOF, THE CITY OF SAND POINT, ALASKA, has caused this bond to be signed in its name and on its behalf by its Mayor and its corporate seal to be hereunto impressed or otherwise reproduced and attested by its Clerk, all as of the _____ day of _____, _____.

CITY OF SAND POINT, ALASKA

_____/specimen/_____
Mayor

ATTEST:

_____/specimen/_____
City Clerk

Section 8. Execution. The Bond shall be executed in the name of the City by the Mayor, and its corporate seal shall be impressed or otherwise reproduced thereon and attested by the City Clerk. The execution of the Bond on behalf of the City by persons that at the time of the execution are duly authorized to hold the proper offices shall be valid and sufficient for all purposes, although any such person shall have ceased to hold office at the time of delivery of the Bond or shall not have held office on the date of the Bond.

Section 9. Registration.

(a) The Bond shall be issued only in registered form as to both principal and interest. The City designates the City Administrator as Registrar for the Bond. The Registrar shall keep, or cause to be kept, the Bond Register at the office of the City.

(b) The City, in its discretion, may deem and treat the Registered Owner of the Bond as the absolute owner thereof for all purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary. Each payment made as described in Section 5 shall be valid and shall satisfy and discharge the liability of the City on the Bond to the extent of the amount or amounts so paid.

(c) The Bond may be transferred only upon the Bond Register. Upon surrender for transfer or exchange of the Bond at the office of the Registrar, with a written instrument of transfer or authorization for exchange in form and with guaranty of signature satisfactory to the Registrar, duly executed by the Registered Owner or its duly authorized attorney, the City shall execute and the Registrar shall deliver a Bond of equal principal amount, subject to such reasonable regulations as the Registrar may prescribe and upon payment sufficient to reimburse it for any tax, fee or other governmental charge required to be paid in connection with such transfer or exchange. If the Bond is surrendered for transfer or exchange it shall be canceled by the Registrar.

(d) The City covenants that, until the Bond has been surrendered and canceled, it will maintain a system for recording the ownership of the Bond that complies with the provisions of Section 149 of the Code.

Section 10. Bond Destroyed, Stolen or Lost. Upon filing with the Registrar of evidence satisfactory to the City that the Bond has been destroyed, stolen or lost and of the ownership thereof, and upon furnishing the City with indemnity satisfactory to it, the City shall execute and deliver a new Bond identical in all respects to the Bond destroyed, stolen or lost. The person requesting the execution and delivery of the new Bond under this section shall comply with such other reasonable regulations as the City may prescribe and pay such expenses as the City may incur in connection therewith.

Section 11. Permitted Tax Covenants. The City may, but need not, covenant in the Amended Loan Agreement to comply with any and all applicable requirements set forth in the Code in effect from time to time to the extent that such compliance shall be necessary for the exclusion of the interest on the Bond from gross income for federal income tax purposes. The City may, but need not, covenant in the Amended Loan Agreement that it will make no use of the proceeds of the Bond which will cause the Bond to be an “arbitrage bond” subject to federal income taxation by reason of Section 148 of the Code. The City may, but need not, covenant in the Amended Loan Agreement that it will not take or permit any action that would cause the Bond to be a “private activity bond” as defined in Section 141 of the Code.

Section 12. Exchange of the Bond; Amendatory Loan Agreement; Continuing Disclosure Certificate. The exchange of the Bond for all the Refundable Principal Installments that are refunded (and the issuance of a replacement 2013 Bond), as provided in the Amended Loan Agreement and this resolution, are hereby authorized and approved. The Amendatory Loan Agreement and the Continuing Disclosure Certificate in substantially the form filed with this resolution are hereby approved. The Mayor and the City Administrator are each hereby authorized to execute and deliver the Amendatory Loan Agreement and the Continuing Disclosure Certificate in such forms, together with such changes not inconsistent herewith as may be approved by the Mayor or the City Administrator (such approval to be conclusively evidenced by such official’s execution and delivery of such document).

Section 13. Authority of Officers. The Mayor, the City Administrator, and the City Clerk are each hereby authorized and directed execute such documents, agreements and certificates and to do and perform such things and determine such matters necessary and desirable for the City to carry out its obligations under the Bond, the Amended Loan Agreement, the Continuing Disclosure Certificate, and this resolution.

Section 14. Amendatory and Supplemental Resolutions.

(a) The City Council from time to time and at any time may adopt a resolution or resolutions supplemental hereto, which supplement thereafter shall become a part of this resolution, for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this resolution, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the City; or

(ii) to make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this resolution or in

regard to matters or questions arising under this resolution as the City Council may deem necessary or desirable and not inconsistent with this resolution and which shall not materially adversely affect the interest of the Registered Owner.

Any such supplement may be adopted without the consent of the Registered Owner, notwithstanding any of the provisions of subsection (b) of this section.

(b) With the consent of the Registered Owner, the City Council may adopt a resolution or resolutions supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this resolution or of any such supplement. It shall not be necessary for the consent of the Registered Owner under this subsection to approve the particular form of any proposed supplement, but it shall be sufficient if such consent approves the substance thereof.

(c) Upon the adoption of any supplement under this section, this resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the City and the Registered Owner shall thereafter be subject in all respects to such modification and amendment, and all the terms and conditions of such supplement shall be deemed to be part of the terms and conditions of this resolution for any and all purposes.

Section 15. Defeasance. Payment of any or all of the principal installments of the Bond may be provided for by the irrevocable deposit in trust of cash, noncallable Governmental Obligations or any combination thereof. The cash and the maturing principal and interest income on such Government Obligations, if any, must be sufficient and available without reinvestment to pay when due such principal, whether at maturity or upon fixed prepayment dates, together with interest thereon. The cash and Government Obligations shall be held irrevocably in trust for the Registered Owner of the Bond solely for the purpose of paying such principal and interest as the same shall mature or become payable upon prepayment, and, if applicable, upon the giving of notice of prepayment and notification to the Registered Owner that the deposit required by this section has been made and that such principal is deemed to be paid in accordance with this resolution. Such principal shall no longer be deemed outstanding hereunder. The obligation of the City in respect of such principal and interest shall nevertheless continue but the Registered Owner shall thereafter be entitled to payment only from the cash and Government Obligations deposited in trust to provide for the payment of such principal and interest.

Section 16. Limitations on Recourse. No recourse shall be had for the payment of the principal of or the interest on the Bond or for any claim based thereon or on this resolution against any member of the City Council or officer of the City or any person executing the Bond. The Bond is not and shall not be in any way a debt or liability of the State of Alaska or of any political subdivision thereof, except the City, and does not and shall not create or constitute an indebtedness or obligation, either legal, moral, or otherwise, of the State of Alaska or of any political subdivision thereof, except the City.

Section 17. Severability. If any one or more of the provisions of this resolution shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.

Section 18. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL FOR THE CITY OF SAND POINT ON THIS 11th DAY OF AUGUST, 2020.

CITY OF SAND POINT

Glen Gardner Jr., Mayor

ATTEST:

Shannon Sommer, City Clerk

**RESOLUTION 20-08:
EXTENSION OF
DECLARATION OF
DISASTER**

Memo

To: Mayor Gardner
From: Jordan Keeler, Administrator
cc: City Council
Date: August 5, 2020
Re: Resolution 20-08

Resolution 20-08 extends the emergency declaration originally declared on March 23, 2020, which has already been extended once. This ordinance will extend the declaration for another 60 days and aligns the City with the state and federal government. I recommend approval.

City of Sand Point



RESOLUTION 20-08

A RESOLUTION OF THE SAND POINT CITY COUNCIL EXTENDING THE EMERGENCY DECLARATION

WHEREAS, the United States Center for Disease Control and Prevention has identified the COVID-19 virus as a new strain of coronavirus not previously identified in humans, causing respiratory disease that can result in serious illness or death and which poses a significant public health risk; and

WHEREAS, a proactive approach taken by individuals and communities to slow the rate of infection will reduce the negative impact on our health care system; and

WHEREAS, on March 11, 2020, the World Health Organization declared a pandemic related to COVID-19; and

WHEREAS, on March 11, 2020, Governor Mike Dunleavy declared a Public Health Disaster Emergency in the State of Alaska; and

WHEREAS, on March 13, 2020, President Donald Trump declared a National Emergency.

WHEREAS, on March 23, 2020, by Mayoral Decree, the Honorable Glen Gardner, Jr. declared a local emergency as a result of these circumstances.

THEREFORE, IT IS HEREBY RESOLVED BY THE SAND POINT CITY COUNCIL that the coronavirus known as COVID-19 continues to be a local public health emergency; and

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to take necessary actions to prepare and position our resources in order to reduce the impact and spread of the coronavirus throughout the City of Sand Point and

BE IT FURTHER RESOLVED that this declaration a local emergency shall remain in effect for so long as the declaration of a Public Health Disaster Emergency in the State of Alaska remains in effect or 60 days.

PASSED AND APPROVED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL FOR THE CITY OF SAND POINT ON THIS 11th DAY OF AUGUST, 2020.

CITY OF SAND POINT

Glen Gardner Jr., Mayor

ATTEST:

Shannon Sommer, City Clerk

OLD BUSINESS

COVID-19 UPDATE

Memo

To: Mayor Gardner
From: Jordan Keeler, Administrator
cc: City Council
Date: August 6, 2020
Re: CARES Act Funding

Following the Council's direction, I have attached four different grant applications that reflect Council's discussion at the July meeting. The forms are similar as the very rough drafts reviewed last month, but they do reflect some key changes. Most notably, there is now a voucher utility waiver for residents. Next, there is language clarifying that funding is available for the targeted areas but that funding will depend on the amount of applicants that meet the criteria; this is a departure from a guaranteed amount for each eligible applicant. These forms also include language that indemnifies and holds the City harmless if the applicant receives the award. The last major change ask for tax forms for two grant programs, which will make our annual audit go much more smoothly. Overall, the allocation proportion for each group changed very little.

With direction from Council, I will finalize these forms with new deadlines and then post blank applications online along with paper copies outside of the office. The deadline for applications tentatively set for September 3 so that they can be reviewed for completeness in advance of the September 8th council meeting.



Utility Hardship Waiver Application

The City of Sand Utility Hardship Relief program is intended to assist and support city utility residential customers who are unable to pay their utilities due to financial hardship caused by the COVID-19 pandemic. The program is not competitive nor first-come, first-served. All applicants meeting all eligibility criteria shall be entitled to a waiver of or reduction in their September through December city utility bills. The City of Sand Point anticipates a total of \$56,135 will be available for relief to city utility residential customers suffering such financial hardship. Waivers will be for the full monthly utility amount, but the City reserved the right to limit the waiver to stay within the funds available. Applications must be received or postmarked by 5 p.m. on TBD.

Section 1 – Applicant Information

Name on account:

City:	State:	Zip:

Contact phone number:

Contact email address:

Section 2 – Applicant Information

Are you experiencing an economic hardship due to the COVID-19 public health emergency and in need of assistance with your City Sand Point utility payments for the months of September through December?

Yes No

Applications must be received or postmarked by 5 p.m. on TBD, and may be submitted by email to: grants@sandpointak.org or hand-delivered or mailed to Sand Point City Hall at 249 Main Street, Sand Point, AK 99661, Attn: Grant Review Committee. Applications may be amended before the deadline. Incomplete applications will be rejected. Applicants will be notified of the status of their application via email to the contact person listed on the application. Questions about the grant

program, application process, or application status must be directed to Jordan Keeler, City Administrator, 274-7561, or email jkeeler@sandpointak.org. If the demand for relief exceeds the City's available funds, the City reserves the right to prorate utility relief to all eligible applicant to stay within available funding. It is the sole responsibility of the applicant to determine or to seek independent advice as to the tax implications of receiving the grant funds.

I certify that the information provided in this application is true and accurate. I also understand that a person commits a misdemeanor crime if, with the intent to mislead a public servant in the performance of a duty, the person submits a false written or recorded statement that the person does not believe to be true in an application for a benefit.

Signed: _____ Date: _____

Print Name: _____

DRAFT



Small Business Relief and Recovery Grant Application

The City of Sand Point Small Business Relief and Recovery Grant program is intended to assist and support local businesses respond and survive the COVID-19 pandemic. The program is not competitive nor first-come, first-served. All small business concerns (as defined as by Section 1101 of CARES Act) applicants meeting all eligibility shall be entitled to receive grant funds. The City of Sand Point anticipates a total of \$110,000 will be available for distribution to small businesses. Grant amounts shall be divided into four levels, based on each business' 2019 total gross sales revenue for four quarters as reported on tax returns to the City. Thus, the amount of any individual grant shall be determined by which of the four gross sales revenue levels the applicant qualifies for *and* the total number of eligible applicants. Applications must be received or postmarked by TBD 2020.

Section 1 – Applicant Information

Business name:

Contact name:

Contact address:
(mailing)

City:

State:

Zip:

Contact phone number:

Contact email address:

Physical address of business:

(business must be located within the City of Sand Point)

City:

State:

Zip:

IRS Taxpayer Identification Number or proprietor's Social Security Number: (SSN will be kept confidential)

Section 2 – Grant Request Information

Was your business impacted by the COVID-19 public health emergency and are you in need of economic assistance?

Yes No

(Impacts may include, but are not limited to, loss of sales due to mandatory shutdown, inventory loss, additional operating expenses of reopening and protecting staff and customers, including funds already spent for those purposes.)

Please briefly described the impacts:

How will the grant funds be used (e.g., payroll, rent, offset revenue lost due to health mandates, utilities, cost of personal protective equipment?)

What was the business' total reported sales in the City of Sand Point for Fiscal Year 2019 (check only one):

- \$5,000 to \$20,000
- \$20,001 to \$50,000
- \$50,001 to \$100,000
- \$100,001 and above

How much lower do you anticipate the business' total reported sales in the City of Sand Point for Fiscal Year 2020 to be as a result of the pandemic:

How much in additional operating expenses did the business incur as a result of the pandemic (e.g., costs of reopening, protecting staff and customers):

Please answer the following eligibility questions:

1. My business is a C Corporation traded on a U.S. stock exchange or a corporate-equivalent entity traded on a foreign stock exchange, and owned in whole or majority-owned by such a publicly traded corporation.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. My business operates a premise in the City of Sand Point, but the majority of business operations are conducted outside the City of Sand Point (individually owned-and-operated local franchises are eligible).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. My business has a City lien or is in violation of a payment agreement with the City.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. My business has a City lien for unpaid sales taxes.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5. My business is currently in bankruptcy proceedings.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6. My business lacks a permanent physical presence in the City of Sand Point for the sale of goods or provision of services, with at least one worker assigned to that facility.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7. Do you intend to remain in business into 2021?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

(If you answered yes to any of the above questions, your business is not eligible for a grant)

Applications must be received or postmarked by 5 p.m. on TBD, and may be submitted by email to: grants@sandpointak.org or hand-delivered or mailed to Sand Point City Hall at 249 Main Street, Sand Point, AK 99661, Attn: Grant Review Committee. Applications may be amended before the deadline. Incomplete applications will be rejected. Applicants will be notified of the status of their application via email to the contact person listed on the application. Questions about the grant program, application process, or application status must be directed to Jordan Keeler, City Administrator, 274-7561, or email jkeeler@sandpointak.org.

It is the sole responsibility of the applicant to determine or to seek independent advice as to the tax implications of receiving the grant funds.

Applicant releases the City of Sand Point and its officers and employees for any claim it may have in any way arising out of or related to this application. Applicant agrees to indemnify and hold harmless the City of Sand Point and its officers for any demand or claim arising out of the application or applicant's use of any funds awarded to it.

As an official signer for the applicant, I certify that the information provided in this application is true and accurate and acknowledge that the funds will be used for purposes authorized by the CARES Act and as indicated in this application by the required deadline of Dec. 30, 2020. I agree to assist in the verification of information provided in this application and to provide additional information to the city, if requested. I will provide a W-9 prior to receiving any funds. I agree that if any funds received are not used by December 30, 2020 or are determined to have been used for a purpose that is not authorized by the CARES Act, I will be responsible for repaying such amounts to the City of Sand Point.

I also understand that a person commits a misdemeanor crime if, with the intent to mislead a public servant in the performance of a duty, the person submits a false written or recorded statement that the person does not believe to be true in an application for a benefit.

Signed: _____ Date: _____

Print Name: _____

Title: _____

DRAFT



Nonprofit Relief and Recovery Grant Application

Section 1 – Applicant Information

Nonprofit name:

Contact name:

Contact address:
(mailing)

City:

State:

Zip:

Contact phone number:

Contact email address:

Physical address of nonprofit:

City:

State:

Zip:

IRS Taxpayer Identification Number (TIN):

Section 2 – Grant Request Information

Were the services provided by your nonprofit impacted by the COVID-19 public health emergency?

Yes No

(Impacts may include, but are not limited to, loss of revenue due to mandatory shutdown measures, providing pandemic relief services, additional operating expenses of reopening and protecting staff and the public, including funds already spent for those purposes.)

Briefly describe how the nonprofit's services have been impacted in the community:

What was your 2019 revenue (check only one):

- Less than \$50,000 in annual revenue
- Between 50,001 and \$250,000 in annual revenue
- More than \$250,000 in annual revenue

(Grant amounts will be determined by the nonprofit's most recent IRS Form 990 from either 2018 or 2019. For those nonprofits that do not file with the IRS, the City will accept an audited financial statement or an unaudited statement by a third-party preparer.)

Did your nonprofit provide services to residents of the City of Sand Point in 2019? Yes No
Is your nonprofit directed by a board of directors or a local advisory board comprised of a majority of Alaska residents? Yes No

Check which type of IRS certification your nonprofit holds:

- 501(c)(3) Charitable organization
- 501(c)(4) Social welfare
- 501(c)(5) Labor, agricultural or horticultural organization
- 501(c)(6) Trade or professional organization
- 501(c)(19) or (23) Veterans organization
- 501(e) Cooperative hospital service organization
- 501(k) Child care organization Other (please specify):

(Faith-based nonprofits are eligible, so long as they provide services that are promoted and available to the general public without regard to religious affiliation. Nonprofit organizations "that are principally engaged in teaching, instructing, counseling, or indoctrinating religion or religious beliefs, whether in a religious or secular setting, or primarily engaged in political or lobbying activities" are not eligible (as per 13 CFR § 120.110(k) in the Code of Federal Regulations)

Applications must be received or postmarked by 5 p.m. TBD, and may be submitted by email to: grants@sandpointak.org or hand-delivered or mailed to Sand Point City Hall at 249 Main Street, Sand Point, AK 99661, Attn: Grant Review Committee. Applications may be amended before the deadline. Incomplete applications will be rejected. Applicants will be notified of the status of their application via email to the contact person listed on the application. Questions about the grant program, application process, or application status must be directed to Jordan Keeler, City Administrator, 274-7561, or email jkeeler@sandpointak.org.

If the demand for grants exceeds the City's available funds, the City reserves the right to prorate the grants equally to all recipients to stay within available funding. It is the sole responsibility of the

applicant to determine or to seek independent advice as to the tax implications of receiving the grant funds. Applicant releases the City of Sand Point and its officers and employees for any claim it may have in any way arising out of or related to this application. Applicant agrees to indemnify and hold harmless the City of Sand Point and its officers for any demand or claim arising out of the application or applicant's use of any funds awarded to it.

As an official signer for the applicant, I certify that the information provided in this application is true and accurate and acknowledge that the funds will be used for purposes authorized by the CARES Act and as indicated in this application by the required deadline of Dec. 30, 2020. I agree to assist in the verification of information provided in this application and to provide additional information to the city, if requested. I will provide a W-9 prior to receiving any funds. I agree that if any funds received are not used by December 30, 2020 or are determined to have been used for a purpose that is not authorized by the CARES Act, I will be responsible for repaying such amounts to the City of Sand Point.

I also understand that a person commits a misdemeanor crime if, with the intent to mislead a public servant in the performance of a duty, the person submits a false written or recorded statement that the person does not believe to be true in an application for a benefit.

Signed: _____ Date: _____

Print Name _____ Title: _____ :

Note: Applicants must attach 990 Form or audited statement to application



Sand Point Fishermen Relief and Recovery Grant Application

The City of Sand Point Fisherman Relief and Recovery Grant program is intended to assist and support CFEC salmon permit holders to respond and survive the COVID-19 pandemic. The program is not competitive nor first-come, first-served. All applicants meeting all eligibility criteria shall be entitled to receive grant funds. The City of Sand Point anticipates a total of \$6000,000 will be available for distribution to permit holders. Grant amounts shall be divided into three levels, based on each permit's 2019 total salmon sales to a processor with a Sand Point presence. Thus, the amount of any individual grant shall be determined by which of the three sales levels the applicant qualifies for *and* the total number of eligible applicants. Applications must be received or postmarked by TBD 2020.

Section 1 – Applicant Information

Business Name (if applicable):

CFEC Area M Permit Number:

Permit holder name:

Contact address:
(mailing)

City:

State:

Zip:

Contact phone number:

Contact email address:

Physical address of permit:
(permit holder must be located within
the City of Sand Point)

City:

State:

Zip:

Section 2 – Grant Request Information

Was your business impacted by the COVID-19 public health emergency and are you in need of economic assistance?

Yes No

(Impacts may include, but are not limited to, loss of sales due to mandatory shutdown, inventory loss, additional operating expenses for protecting crew, including funds already spent for those purposes.)

What was the value of your 2019 salmon sales to a processor with facilities located in Sand Point? (check only one):

- 2019 salmon sales up to \$100,000
- 2019 salmon sales of \$100,001 to \$250,000
- 2019 salmon sales of \$250,000 and above

How will the grant funds be used? (e.g., payroll, insurance, vessel upkeep, offset revenue lost due to health mandates, cost of personal protective equipment?)

How much in additional operating expenses or additional revenue shortfalls did the business incur as a result of the pandemic (e.g., increased PPE costs, increased travel costs, depressed markets due to pandemic):

(Optional for informational purposes only to gauge community need and program effectiveness)
Please answer the following eligibility questions:

1. My business/boat has a City lien or is in violation of a payment agreement with the City.

Yes No

2. My business/boat has unpaid harbor fees

Yes No

3. My business/boat is currently in bankruptcy proceedings.

Yes No

4. My business/boat lacks a permanent physical presence in the City of Sand Point for the sale of goods or provision of services, with at least one worker assigned to that facility.

Yes No

(If you answered yes to any of the above questions, your business is not eligible for a grant)

Do you intend to remain in business into 2021?

Yes No

Applications must be received or postmarked by 5 p.m. on TBD, and may be submitted by email to: grants@sandpointak.org or hand-delivered or mailed to Sand Point City Hall at 249 Main Street, Sand Point, AK 99661, Attn: Grant Review Committee. Applications may be amended before the deadline. Incomplete applications will be rejected. Applicants will be notified of the status of their application via email to the contact person listed on the application. Questions about the grant program, application process, or application status must be directed to Jordan Keeler, City Administrator, 274-7561, or email jkeeler@sandpointak.org.

It is the sole responsibility of the applicant to determine or to seek independent advice as to the tax implications of receiving the grant funds.

Applicant releases the City of Sand Point and its officers and employees for any claim it may have in any way arising out of or related to this application. Applicant agrees to indemnify and hold harmless the City of Sand Point and its officers for any demand or claim arising out of the application or applicant's use of any funds awarded to it.

As an official signer for the applicant, I certify that the information provided in this application is true and accurate and acknowledge that the funds will be used for purposes authorized by the CARES Act and as indicated in this application by the required deadline of Dec. 30, 2020. I agree to assist in the verification of information provided in this application and to provide additional information to the city, if requested. I will provide a W-9 prior to receiving any funds. I agree that if any funds received are not used by December 30, 2020 or are determined to have been used for a purpose that is not authorized by the CARES Act, I will be responsible for repaying such amounts to the City of Sand Point.

I also understand that a person commits a misdemeanor crime if, with the intent to mislead a public servant in the performance of a duty, the person submits a false written or recorded statement that the person does not believe to be true in an application for a benefit.

Signed: _____ Date: _____

Print Name: _____

NEW BUSINESS

EARTHQUAKE AND DOCK UPDATE

Memo

To: Mayor Gardner
From: Jordan Keeler, Administrator
cc: City Council
Date: August 4, 2020
Re: Dock Report and Next Steps

The State of Alaska Department of Transportation and Physical Facilities conducted an assessment of both docks following the earthquake of July 21 and is attached for your review. The assessment did not include the breakwater, which is subject to a Corps of Engineers inspection that is being held on the date of this memo. The gist of the report is that the new dock is safe for AMHS and other traffic and the old dock is significantly damaged that appears to have been worsened by the earthquake. Fortunately, DOT+PF was able to cover the cost of the inspection of the old dock as it is still on the State's bridge inventory. The report does recommend, but not require that the City hire a licensed Professional Engineer to further examine the new dock to see what repairs, if any, should be made. The earthquake also caused significant damage to the old warehouse. This structure is covered under the City's AML/JIA insurance policy; however, earthquake-related damage has a \$100,000 deductible but the building has a replacement value of \$70,000.

This leaves the City in somewhat of a bind on how to move forward and how much, if any, the City is willing to spend on the aftermath. The old warehouse, on its face, does not appear to pencil out when weighing the deductible level versus the replacement cost. Again, the Corps of Engineers may provide further insight with the condition of the breakwater. A sticker question is how to approach the old dock. While there is damage and the dock is about at the end of its lifespan, it is insured and there may be value in having PND or another engineering firm come out and do a thorough inspection and give their recommendation, as well as give the new dock another once-over. The cost of this would have to come out of pocket, but if the damage isn't too severe and insurance can cover replacement costs that give the City another 5-10 years of life from the old dock, it could be worth pursuing.



Pile to Pile Cap Interface Crack Penetration,
Typical



Pile to Pile Cap Interface Spalling



Settlement and Crack Depth at Dock Abutment,
Typical



Cracks in Roadway on Breakwater



Settlement varies at the Old Dock
~7-8 inches



Looking north along soil failure at dock/road
interface



Close-up of settlement and soil failure in Storage
Building

001 - 40" deep trench/soil failure in approach road at abut. pier cap



Crack in shoreward-most pier, Pile #3. Approx. 19-inches long on seaward side of pile, below pile-pier cap welded connection.



Crack in shoreward-most pier, Pile #6. Approx. 16-inches long on seaward side of pile, below pile-pier cap welded connection.



Crack in shoreward-most pier, Pile #7. Approx. 13-inches long on seaward side of pile, below pile-pier cap welded connection.

002 - Cracked welds in abut. piles



Southern-most fender panel, consider the “lead-in” based on damage. Labelled #1. Impact damage to support piles, only 1 of 8 original fender timbers intact.



Fender panel #5 is typical, 4 of 8 fender timbers remain. Steel connection brackets exhibit heavy corrosion and impact damage.



Fender panel #4 is not attached to the dock, and the entire panel is displaced ~33-inches to the south.

003 – Serious damage to fender system



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Transportation and
Public Facilities

Statewide Design and Engineering Services
Bridge & Standards Section

3132 Channel Drive
P.O. Box 112500
Juneau, AK 99811-2500
Main: 907-465-8890
Fax: 907-465-3124
dot.alaska.gov

July 30, 2020

Mr. Jordan Keeler
City Administrator,
City of Sand Point
3380 C St, Ste 205
Anchorage, AK 99503

Dear Mr. Keeler,

Alaska DOT&PF engineers performed an earthquake damage assessment on the “new” City of Sand Point dock, (Bridge No. 2362 – Sand Point City Dock II) on July 25, 2020 following the magnitude 7.8 earthquake that occurred on July 21, 2020. This structure is a city-owned, state-used (Alaska Marine Highway System (AMHS) port of call) facility located approximately 82 miles from the earthquake epicenter. The purpose of this assessment was to identify any resulting critical damage that would restrict the public’s use of the dock as part of the state’s AMHS operations.

Findings and recommendations are as follows:

Bridge No. 2362 – Sand Point City Dock II:

Findings:

- Signs of significant earthquake related movements of the dock and approach embankment were observed; however, no critical damage was found that would limit or reduce continued state / AMHS use at this time.
- Vertical embankment settlement of up to 12 inches obstructs vehicle access onto the dock structure. The embankment settlement is not considered critical to the dock superstructure and should be repaired with a new transition.
- Minor cracking and spalling at the cap/pile interface was observed. We believe this damage is likely earthquake related; however, it is not considered critical.
- Lateral displacement (up to 1 inch) of the superstructure was noted which may or may not be earthquake related and is not considered critical.

Recommendations:

- Based on the assessment of the DOT&PF inspection team, this structure may remain open to legal vehicular loads as part of the state’s AMHS operations.
- We recommend that the City contact a licensed Professional Engineer to perform a more thorough evaluation of structural and geotechnical condition of the dock and to determine the need for permanent repairs (if any).

“Keep Alaska Moving through service and infrastructure.”

Bridge No. 1756 - “Old” Sand Point City Dock:

At the request of the City, the Old Sand Point dock was given a courtesy visual inspection. It is worth noting the DOT&PF is in the process of removing this structure from National Bridge Inventory database since it is no longer used for AMHS operations.

Findings:

- Signs of significant earthquake related movements of the dock and approach embankment were identified and structural damage was observed.
- Inspectors identified several existing weld cracks at the abutment pile/cap interface that appear to have further propagated during this event. This connection is critical to the stability of the structure.

Recommendations:

- We recommend that the City contact a licensed Professional Engineer to perform a more thorough evaluation of the structural and geotechnical condition of the dock. The results of this evaluation can be used to make recommendations regarding the continued use of this structure and to determine the need for permanent repairs.
- The DOT&PF inspection team verbally recommended this structure be closed to public traffic until the more thorough evaluation mentioned above can be completed. We believe this recommendation to be prudent; however, we recognize that the City is in a better position to weigh the risks and benefits involved re-opening the dock to use.

Please contact the State Bridge Management Engineer, Larry Owen, PE at (907) 465-8897 or larry.owen@alaska.gov if you have any questions.

Sincerely,

Richard A Pratt

Richard A. Pratt, PE, SE
Chief Bridge Engineer

DISASTER DECLARATION

Memo

To: Mayor Gardner
From: Jordan Keeler, Administrator
cc: City Council
Date: August 6, 2020
Re: Disaster Declaration

The disaster declaration is the result of the July 21 earthquake that caused damage to the waterfront infrastructure. Declaring a local disaster is the first step among many in order for a local government to become eligible for state and/or federal funding. This declaration also states that while there is damage, the scope of the assessment and possible repair is also beyond the City's capability. However, the declaration does not guarantee that the state or federal government will also declare a disaster and open up funding in the future. If this does happen, and the City does not declare a disaster, the City would not be eligible for any funding. So, by having the declaration, the City is playing it safe and keeping the door open for future funding opportunities for repairing earthquake damage. Lastly, a local disaster declaration is declared by the local principal executive officer, which would be Mayor Gardner; no action is required by the Council for this.

City of Sand Point



LOCAL GOVERNMENT DISASTER DECLARATION WITH REQUESTS FOR STATE ASSISTANCE

WHEREAS, a M7.8 earthquake struck approximately 85 miles from the City of Sand Point on July 21, 2020 and was felt region-wide; and

WHEREAS, waterfront infrastructure plays a vital role in sustaining Sand Point through commercial, transportation and industrial activities; and

WHEREAS, the seismic effects of the earthquake caused visible damage to City-owned waterfront infrastructure including roads, buildings and docks; and

WHEREAS, a State of Alaska Department of Transportation team has performed a basic inspection of the two docks and found significant damage to the old dock; and

WHEREAS, the full extent of the damage is not known at this time due to the time and cost to bring specialized inspectors out to the remote location of Sand Point; and,

WHEREAS, the severity and magnitude is beyond the effective response capability of local resources; and there are insufficient regularly appropriated funds to cover these expenses, and:

THEREFORE, be it resolved that the Mayor of Sand Point does declare a Disaster Emergency per AS 26.23.140 to exist in Sand Point.

FURTHERMORE, it is requested that the Governor of the State of Alaska declare a Disaster Emergency to exist as described in AS 26.23 and provide disaster assistance to the City of Sand Point in its response and recovery from this event. The City specifically requests technical assistance and funding to evaluate the damage to, and perform the needed repairs to, the City roads, buildings and docks.

**PASSED AND APPROVED BY A DULY CONSTITUTED QUORUM OF THE CITY
COUNCIL FOR THE CITY OF SAND POINT ON THIS 11th DAY OF AUGUST, 2020.**

CITY OF SAND POINT

Glen Gardner Jr., Mayor

ATTEST:

Shannon Sommer, City Clerk

CHIEF OF POLICE APPLICANTS

Memo

To: Mayor Gardner
From: Jordan Keeler, Administrator
cc: City Council
Date: August 6, 2020
Re: Sand Point Police Chief Vacancy

The position of Police Chief for the Sand Point Police Department is currently held Brent Nierman on an interim basis following the departure of former chief Hal Henning. Interim Chief Nierman has indicated he did not wish to fill the position on a permanent basis and the position was subsequently noticed. The City received five applications and they are presented for your review in alphabetical order with any sensitive personal information blacked out.

John Dodson



07/09/2020

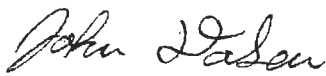
Shannon Sommer
City of Sand Point, Alaska
PO Box 249
Sand Point, AK 99661

Please accept this letter, with résumé and attachments, as my application for the position of Police Chief with the City of Sand Point. I've reviewed the job description, along with department reports and city council agendas, and believe I would be an exceptional fit for the position.

I'm currently assigned as a patrol supervisor with a semi-rural Sheriff's Office in Colorado, and have experience in rural Alaska. In addition numerous trainings/certifications in law enforcement, I also currently hold certifications as an EMT and firefighter. Along with this certifications, I have also managed an EMS program for the City of Saint Paul, AK, and assisted with the recruitment and training of volunteer firefighters. An important aspect of a chief administrator of any public safety agency is the efficient management not only personal but also a budget; to that end I have written and been awarded grants to purchase an off-road capable ambulance, dispatch & end-user radio system, and personal protective equipment.

I appreciate your time in reviewing my application and the opportunity to apply with the City of Sand Point.

Sincerely,



John Dodson

Application for Employment

PRE-EMPLOYMENT QUESTIONNAIRE
EQUAL OPPORTUNITY EMPLOYER

Personal Information

DATE: 07/09/2020

NAME (LAST NAME FIRST): Dodson, John, Robert

SOCIAL SECURITY NO. [REDACTED]

PRESENT ADDRESS: [REDACTED] CITY: Sterling STATE: Colorado ZIP CODE: [REDACTED]

PERMANENT ADDRESS: Same CITY: [REDACTED] STATE: [REDACTED] ZIP CODE: [REDACTED]

PHONE NO. [REDACTED] SECONDARY PHONE NO. [REDACTED]

REFERRED BY: AKML Website

Employment Desired

POSITION: Police Chief

DATE YOU CAN START: With Two Weeks Notice

SALARY DESIRED: Negotiable

ARE YOU EMPLOYED NOW? YES NO

IF SO, MAY WE INQUIRE OF YOUR PRESENT EMPLOYER? YES NO

EVER APPLIED TO THIS COMPANY BEFORE? YES NO

WHERE: [REDACTED] WHEN: [REDACTED]

Please Contact me first

Education History

	NAME & LOCATION OF SCHOOL	YEARS ATTENDED	DID YOU GRADUATE	SUBJECTS STUDIED
HIGH SCHOOL	Desert Winds High School Casa Grande, Arizona	4	Yes	General High School Studies
COLLEGE	Central Arizona College Coolidge, Arizona	2	Yes	Associate of Applied Science Fire Science
TRADE, BUSINESS, OR CORRESPONDENCE SCHOOL	Northern Arizona University Flagstaff, Arizona	1	Yes	Certificate Law Enforcement Academy

General Information

SUBJECT OF SPECIAL STUDY/RESEARCH WORK: [REDACTED]

SPECIAL TRAINING: Drug Recognition Expert, K-9 Handler, EMT, Firefighter I/II, Wildland Firefighter

SPECIAL SKILLS: Information Technology / Network Management Experience

U.S. MILITARY OR NAVAL SERVICE: N/A

RANK: N/A

Former Employers (LIST BELOW LAST FOUR EMPLOYERS, STARTING WITH LAST ONE FIRST)

DATE MONTH AND YEAR	NAME & ADDRESS OF EMPLOYER	SALARY	POSITION	REASON FOR LEAVING
FROM 02/2018 TO Present	Logan County Sheriff's Office 110 Riverview Rd. Sterling, CO 80751	\$23.52/ Per Hr.	Patrol Sergeant	N/A
FROM 06/2016 TO Present	Kit Carson County EMS 1576 Lowell Ave. Burlington, CO 80807	\$15/ Per Call	Emergency Medical Technician	N/A
FROM 05/2016 TO 02/2018	Burlington Police Department 480 15th St. Burlington, CO 80807	\$18/ Per Hr.	Police Officer	Better pay & room for advancement in a larger agency
FROM 08/2015 TO 04/2016	Petersburg Borough Police Dept. 14 S Nordic Dr. Petersburg, AK 99833	\$27.72/ Per Hr.	Police Officer II	Was hired to work patrol, and the occasional dispatch shift. Ended up Working close to 50% dispatch shifts.

References (GIVE BELOW THE NAMES OF THREE PERSONS NOT RELATED TO YOU, WHOM YOU HAVE KNOWN AT LEAST ONE YEAR)

NAME	ADDRESS	BUSINESS	YEARS KNOWN
Kevin Presha [REDACTED]	[REDACTED]	New Mexico State Parks Law Enforcement	9
Antonio Rodriguez [REDACTED]	[REDACTED]	Kansas Dept. of Corrections	9
Madison Melvin [REDACTED]	[REDACTED]	Logan County Sheriff's Office	3

Authorization Additional References Available Upon Request

I certify that the facts contained in this application are true and complete to the best of my knowledge and understand that, if employed, falsified statements on this application shall be grounds for dismissal.

I authorize investigation of all statements contained herein and the references and employers listed above to give you any and all information concerning my previous employment and any pertinent information they may have, personal or otherwise, and release the company from all liability for any damage that may result from utilization of such information.

I also understand and agree that no representative of the company has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing, unless it is in writing and signed by an authorized company representative.

This waiver does not permit the release or use of disability-related or medical information in a manner prohibited by the Americans with Disabilities Act (ADA) and other relevant federal and state laws.

I understand that a consumer credit report or criminal records check may be necessary prior to my employment. If such reports are required, I understand that, in compliance with federal law, the company will provide me with a written notice regarding the use of these reports and will also obtain a separate written authorization from me to consent to these reports. I also understand that a poor credit history or conviction will not automatically result in disqualification from employment.

In compliance with federal law, all persons hired will be required to verify identity and eligibility to work in the United States and to complete the required employment eligibility verification document form upon hire.

07/09/2020

DATE

John D. [Signature]
SIGNATURE

Do Not Write Below This Line

DATE

INTERVIEWED BY

Remarks

NEATNESS		CHARACTER		
PERSONALITY		ABILITY		
HIRED	FOR DEPT.	POSITION	WILL REPORT	SALARY WAGES

APPROVED:

EMPLOYMENT MANAGER

DEPARTMENT HEAD

GENERAL MANAGER

This application for employment is sold only for general use throughout the United States. TOPS assumes no responsibility and hereby disclaims any liability for the inclusion in this form of any questions or requests for information upon which a violation of local, state, and/or federal law may be based. It is the user's responsibility to ensure that this form's use complies with applicable laws, which change from time to time.

Alfredo Ferrer



June 2, 2020

Ref: Chief of Police Position

Honorable Glen Gardner, Jr., Mayor
City of Sand Point
249 Main Street
Sand Point, AK 99661

Honorable Gardner:

I am writing this letter in response to the Chief of Police position. I believe that my qualifications make me an excellent candidate for the position. Through my career, I have upheld a proven record of integrity, leadership, and management.

After 26 years of service with the Miami-Dade Police Department, one of the largest departments in the Southeast United States, I honorably retired at the rank of Police Major and the Appointed Director of Seaport Law Enforcement, Safety and Security. I have been in the Corporate environment for the last 5 years, awaiting the right opportunity to compete for a position of Chief of Police in a smaller city department, where I can attain the quaint family quality of life and truly make it my next home. Therefore, after reviewing the City's history, demographics, values, roles, as well as the Department's functions and challenges, I truly find all the attributes I am seeking and know that I can apply my experience in management, operations, investigations, and Coast Guard Investigative Service, as the foundation to succeed in a new and challenging profession as your Police Department's next Chief and resident of the City.

My assignments in the Internal Affairs Section; as the Executive Officer of the Department's Recruitment Section; the Robbery and Homeland Security Bureaus; and the Seaport Operations Bureau have given me significant operational experience that will allow me to ensure the City provide its citizens with the quality of service they expect and deserve. My financial acumen effectively managing a \$16.1 million budget, with 132 sworn and civilian staff, as well as diverse operational public safety units, together with my experience as the Commander of the Grants and Legislative Section, will prove beneficial in obtaining funding streams for the Department during these fiscally challenging times.

I am a graduate of Florida International University and hold a Bachelor Degree in Criminal Justice. Furthermore, I attended and graduated from the FBI National Academy, Session 235. I hold an active Law Enforcement Officer Certification from the State of Florida that will allow me to obtain reciprocity in Alaska. As part of my former military reserve position with Coast Guard Investigative Service, where I honorably served for 20 years and retired in June of 2019, I hold a Top-Secret clearance issued by the Department of Homeland Security. I speak, read, and write fluent English and Spanish. These skills coupled with my work experience will further my ability in moving the various disciplines of the Sand Point Department of Public Safety on the path of progressive service delivery.

Attached please find my resume for your review that depicts a broader view of my experience. I am looking forward for the opportunity to discuss ways in which I can help you and the City achieve its public safety goals and objectives. Please call me at (305) 970-8605 to discuss my experience and successes further.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alfredo Ferrer'.

Alfredo Ferrer

ALFREDO FERRER



CAREER PROFILE: I have over 28 years of combined law enforcement, U.S Coast Guard investigative, and Senior Corporate Security Management Experience. I hold an active Top-Secret Clearance issued by the Department of Homeland Security. For the last 5 years of my law enforcement career leading to my honorable retirement in 2015, I was a Police Major the Appointed Director of Law Enforcement Safety and Security with oversight of all public safety and security operations at PortMiami, a designated as a critical infrastructure.

CAREER HIGHLIGHT: As a Coast Guard Special Agent, I conducted a maritime investigation with the Government of the Bahamas that led to an arrest and Grand Jury prosecution of an individual. I was recognized by the U.S. Attorney as Law Enforcement Officer of the Year for 2004 for the outcome of this investigation.

LAW ENFORCEMENT EXPERIENCE:

State of Florida Lottery:

Special Agent II:

2018 - 2018

Division of Security

- Provide investigative and regulatory support to the Florida Lottery.

Seminole Police Department:

Police Officer/Personal Protection Specialist:

2017 - 2017

Homeland Security - Dignitary Protection Unit

- Provide dignitary protection to persons designated by the Tribe's Police Chief.

Miami-Dade Police Department:

Police Major:

2010-2015

Seaport Operations Bureau

Director of PortMiami Seaport Law Enforcement Safety and Security

- Managed all the public safety and security operations of the Port with a staffing contingency of 132 personnel at the various positions and ranks working in operations, investigations, and tactical units.
- Effectively managed a \$16.1 million budget which encompassed police and security.
- Work in collaboration with Federal, state, and local partners to mitigate threat to the PortMiami
- Coordinated multi-agency/discipline events and training exercises with law enforcement and port users.
- Liaison with Customs and Border Protection on Port.
- Oversee all regulatory safety and security functions at PortMiami to include the Safety Officer, the Facilities Security Officer, and Seaport Enforcement Specialists.
- Managed the Command and Control Center (Public Safety Dispatch)
- Managed Facilities Security Plans and ensure that PortMiami was in compliance with all security requirements set forth by the Federal and local mandates.
- Managed the Port Security Grant Program.

Police Captain:

2010 to 2010

Strategic Policing Operations Response Team (SPORT)

- Coordinate the Unit's reactive deployments based on intelligence and current crime trends within a respective Miami-Dade Police District.

2008 to 2010

Robbery Bureau

- Managed the operations of the Bureau's three major operational sections comprised of the Robbery Investigations, the Cargo Crimes, and Robbery Clearinghouse Sections.

2007 to 2008

Homeland Security Bureau

- Managed the Bureau operations, whose primary responsibility included gathering, analyzing, disseminating, maintaining criminal intelligence and homeland security investigations.

2006 to 2007

Cutler Ridge District

- Managed the District uniformed and investigative operations.

2005 to 2006

Personnel Management Bureau

- Managed the operations of the Bureau's major operational sections comprised of Payroll, Recruitment, Background Investigations, and Discipline Coordinator.

Police Lieutenant:

2003 to 2005

Grants and Legislative Section

- Identified and applied for funding sources available to law enforcement agencies from various local, state, and Federal resources.

2002 to 2003:

Northside and Carol City Districts

- Managed uniformed units and deployed resources in areas of concern to address targeted crimes.

Police Sergeant:

1998 to 2002:

Professional Compliance Bureau

Internal Affairs Investigator

- Received, processed, and investigated complaints made against members of the Department to ensure the public trust and maintain the Department's integrity.

1998 to 1998:

Kendall District

- Ensured the uniformed units were effectively handling calls for service.

Police Officer / Detective:

1996 to 1998:

Training Bureau

1996 to 1996:

Court Services Bureau

1995 to 1996:

Police Operations Bureau

1994 to 1995:

Airport District

1994 to 1994:

Economic Crimes Bureau

1992 to 1994:

Hammocks District

1989 to 1992:

Doral District

CORPORATE EXPERIENCE:

Royal Caribbean Cruises:

2018 to Present

Global Security Investigations

Investigations Manager

- Manage the investigative team and investigations for the 62 ships in the fleet.

Holland America Group:

2018 to 2018

MS Noordam

Chief Security Officer

- Managed all security contingencies aboard a Cruise Ship.

Peterson Companies:

2016 to 2017

National Harbor

Senior Executive Director of Security and Public Safety

- Managed all security contingencies and training in a 300 acre mixed-use development.
- Prepare RFP, selected and managed all security contracts.
- Created and managed the Command and Control Center/Intelligence Center.
- Prepared all Company Crisis Response and Continuity of Operations Plans.
- Managed Critical Incidents, law enforcement liaisons, and security budget.
- Liaison with local, state, and Federal law enforcement partners and business partners in the National Capital Region.

Swire Properties, Incorporated:

2015 to 2016

Brickell City Centre

Security Director

- Managed all security contingencies and training in a 9.1 acre mixed-use development.
- Prepared RFP, select and manage all security contracts.
- Created and manage the Command and Control Center/Intelligence Center.
- Prepared all Company Crisis Response Plans and Continuity of Operations Plans.
- Managed Critical Incidents, law enforcement liaisons, and security budget.

American Airlines:

2015 to 2015

Corporate Security at Miami International Airport

Senior Investigator

- Managed a security team working with Customs and Border Protection to curtail comingling of employees and passengers on International flights.

U.S. Coast Guard Reserve:

Special Agent:

2003 to 2020

Coast Guard Investigative Service

Investigator 1st Class / Enlisted Rank is E-6

- Conduct Coast Guard's internal and external criminal investigations with the authority derived from Title 14 of the United States Code to support Coast Guard's investigative mission worldwide.
- Provide Personal Protection Operations for the Commandant of the U.S. Coast Guard.

U.S. Coast Guard Active Duty:

1987 to 1988: **Seventh Coast Guard District (p)**

1985 to 1987: **Coast Guard Cutter Dauntless (WMEC 624)**

1984 to 1985: **Coast Guard Cutter Decisive (WMEC 629)**

EDUCATION:

Florida International University

Miami, Florida

Graduated Date: March 2010

Bachelor of Science in Criminal Justice

FBI National Academy

Session 235

Quantico, Virginia

Graduated Date: December 2008

SECURITY CLEARANCE:

Top Secret Clearance

Held by Department of Homeland Security / U.S. Coast Guard

Date: October 2015

LANGUAGES:

Fluent in English and Spanish

July 1, 2020

Dear Glen,

Please accept this correspondence as my letter of intent for your consideration for the position of Sand Point Police Chief. I have received the General Position Summary, Essential Duties and Responsibilities Description provided by Jordan. The details in the description are well within my capabilities to successfully perform these duties of Chief of Police. On several occasions throughout my career I have supervised, evaluated, and trained work groups as a first line supervisor. In addition, I have been successful in grant writing to obtain equipment and funding for the Washington State Patrol as well as the City of Kittitas Police Department. These details are listed on my resume which is on file with my original application.

I have been with Sand Point Police Department for 2 and half years and have enjoyed the people with whom I work and serve. During my tenure with the department, I have accomplished an overhaul of the property evidence system which was close to non-existent. In addition to this, I overhauled the departments case record system, organizing a record retention schedule which brought us into compliance with Alaska Statute. As part of this project, I had to communicate and work with other agencies in locating and returning or disposing private property which is also regulated by Alaska Statute.

I have been trained and certified by the National School Resource Officer Association and work as Sand Points first trained school resource officer. I wrote and established the memorandum of understanding between the Sand Point Police Department, Aleutians East Borough School District, and the Sand Point School.

In February of 2020 I obtained certification as Sand Point Schools Drug Abuse Resistance Education (DARE) Officer. I have been communicating with the new principal at Sand Point School, and together we are working toward establishing the program.

Since the untimely departure of Chief Hal Henning and Mark Alan, I have worked closely with Brent Nierman to quickly restore staffing which, if all goes well should be sometime next month. I have spoken and texted with Brent as to my intentions and he supports me taking on the position of Chief.

I believe being responsible, prudent, and realistic in my endeavors have allowed me to be successful in any path I pursue in my life. As Sand Points Police Chief, I believe by applying these same principals I will be successful in this role.

Thank you for your time and consideration.

Sincerely,

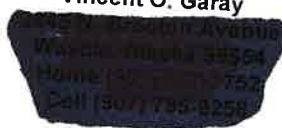
Dave Anderson



Danderson@sandpointak.org

~~XXXXXXXXXX~~

Vincent O. Garay




EDUCATION

- 2005 **Yuba College, Marysville, CA**
General Education – Earned 4.5 units from post re-certification academy
- 2002 **AMERICAN RIVER COLLEGE, Sacramento, CA**
General Education – Earned 35 units from post certification basic academy
- 1983 **AMA Computer College, Makati City, Philippines**
Computer Science Under Graduate – Earned 42 units credited in the US.
- 1978 **LA SALLE GREENHILLS, Mandaluyong, Philippines**
High School Degree – Accredited with La Salle Christian Brothers School in the US

EXPERIENCE

- 2019-Present **Fort Yukon Police Department, Fort Yukon, AK**
CHIEF OF POLICE
Responsible for running the police department and also functions as a patrol officer in a two week on two weeks off rotation.
- 2019 – 2019 **Goose Creek Corrections Center, Wasilla, AK**
DOC State of Alaska
CORRECTIONS OFFICER
Care and custody of state inmates at the Goose Creek Corrections Center week on week off rotation.
- 2017 - 2019 **GALENA Police Department, Galena, AK**
PATROL OFFICER
Patrol responsibilities, included crime scene investigation, processing, sexual assault cases and investigations. Department was staffed with one officer two weeks on a two week on week off schedule.
- 2016 - 2017 **DOYON Denali Universal Services, Anacortes, WA**
SECURITY OFFICER
Secure Tesoro Refinery in Anacortes, WA.
- 2014 – 2016 **Lummi Nation Police Department, Bellingham, WA**
Patrol the boundaries of the Puyallup reservation and enforce tribal, municipal, state and federal laws.
- 2013 – 2014 **Puyallup Nation Police Department, Tacoma, WA**
Patrol the boundaries of the Puyallup reservation and enforce tribal, municipal, state and federal laws.
- 2012 – 2013 **Whittier Police Department, Whittier, AK**
PATROL OFFICER
Patrol responsibilities, included crime scene investigation, processing, sexual assault cases and investigations. Department was staffed with one officer per week on a week on week off schedule.


To: Hiring Authority

I am Vincent Garay current Chief of Police of the Fort Yukon Police Department. I was born in the Philippines and raised in a military and law enforcement family. I started my own law enforcement career with the National Bureau of Investigation, Department of Justice Manila Philippines. During my eight years there, I performed the duties of an intelligence agent, including witness protection, diplomatic protection, presidential protection and other duties assigned by the bureau. In 2000, I immigrated to the United States joining the rest of my family. In 2002, I put myself through the Sacramento Sheriff's Academy to prepare for a position in Law Enforcement in the US. Due to a lack of citizenship, I was unable to be sworn into that department and began working as a corrections officer in Yolo County, California. To further my goal of working in law enforcement, I attended the Alaska State Trooper Academy. A family emergency interfered with my ability to take that position but, once it resolved I was fortunate enough to find a Patrol Officer position in Kotzebue arctic Alaska. During my time there I gained invaluable experience as a Patrol Officer in one of the harshest regions known to man. With minimal supervision, I performed Patrol, Investigation, Detective, CSI, CRT, and other duties, most often alone during my twelve-hour shift. I moved to Florida to be a part of a new and bigger department and to gain more experience in law enforcement. I returned to Alaska after two years and worked as a Patrol Officer in Kotzebue, Alaska working two weeks on and two weeks off. I was hired by Department of Corrections in the State of Alaska as a Probation Officer II but had to leave after two months due to personal reasons. I was hired by Whittier Police Department as a seasonal Police Officer in April 2012 and was made a full-time employee. My wife and I decided that it was time to move to the mainland and I was fortunate to be hired with the Puyallup Nation Police Department in Tacoma, Washington. My wife was hired as the head of the Prosecution Office at the Lummi Nation in Bellingham, Washington after more than a year of trying to find work in the State of Washington. I had the opportunity to be hired by the Lummi Nation Police Department and move to Bellingham, Washington and be with my wife. On 06/2016, I was unfortunately laid off from the Lummi Nation Police Department due to budget cuts. I was then hired in Galena, Alaska as a Police Officer who had no Police Officer for about a year and started the Police Department from scratch. I am applying for this position because I feel that I have the knowledge, training and experience to perform all the tasks required by your department and would be a valued asset for years to come.

For your consideration,

Chief Vincent O. Garay

- 2011 – 2012** **Department of Corrections, State of Alaska**
PROBATION AND PAROLE OFFICER II
Supervision of individuals on probation and parole in the State of Alaska and inter-state compact.
- 2009- 2011** **KOTZEBUE POLICE DEPARTMENT, Kotzebue, AK**
PATROL OFFICER
Patrol responsibilities, included crime scene investigation, processing, sexual assault case Investigation. Department was staffed with one officer per shift. I was also the Evidence Custodian for the department
- 2007-2009** **MIAMI GARDENS POLICE DEPARTMENT, Miami Gardens, FL**
Patrol Officer
Patrol responsibilities, patrol the City of Miami Gardens and enforce municipal, state and federal laws
- 2006-2007** **KOTZEBUE POLICE DEPARTMENT, Kotzebue, AK**
PATROL OFFICER
Patrol responsibilities, included crime scene investigation, processing, sexual assault case Investigation. Department was staffed with one officer per shift. I was also the Evidence Custodian for the department
- 2005** **ADVANCED-TECH SECURITY SERVICES INC, Folsom, CA**
MONUMENT PRIVATE SECURITY, Sacramento, CA
ALL PHASE SECURITY, West Sacramento, CA
A SECURE CHOICE, Fair Oaks, CA
ARMED SECURITY OFFICER PATROL
May through December 2005 - Patrol and secure shopping malls, county buildings, and apartment complexes
- 2004-2005** **BRINKS INC, Sacramento, CA**
ARMORED TRUCK DRIVER / GUARD
Drive and secure armored truck in Sacramento City area
- 2003-2004** **YOLO COUNTY SHERIFFS DEPARTMENT, Woodland, CA**
CORRECTIONS OFFICER II
Care and custody of inmates in the county corrections facility
- 2002-2003** **BRINKS INC, Sacramento, CA**
VAULT CREW
Shipping and receiving large amounts of currency
- 2002** **SACRAMENTO COUNTY SHERIFFS DEPARTMENT, Carmichael, CA**
ACADEMY RECRUIT
May 2002 through October 2002 – Basic post academy training
- 2002** **KRAGEN AUTO PARTS, Sacramento, CA**
BRASHERS AUTO AUCTION, Rio Linda, CA
PEP BOYS, Sacramento, CA
SALES SPECIALIST / MECHANIC
March 2002 through May 2002 - Worked parts department, stockroom and performed minor diagnostic and repair of automobiles and watercraft
- 1992-2000** **NATIONAL BUREAU OF INVESTIGATION DEPARTMENT OF JUSTICE, Manila, Philippines**
INTELLIGENCE AGENT
Intelligence gathering, witness protection, diplomatic protection, and presidential protection

AFFILIATE

Past Florida Police Officers Association
Present Alaska Police Officers Association

AWARDS Officer of the Year – Kotzebue Alaska 2007

CERTIFICATIONS

FDLE Certification 2009
DUI and Drug Impairment Recognition Certification
Alaska Basic Patrol Officer Certification
Sheriffs Basic Post Course Certified
Standards for Training in Custody Certified
CPR and First Aide
California Gun and Card holder
California C and M1 Drivers License

LANGUAGES

English
Filipino – Tagalog and Visayan dialects

SKILLS

Computer Word Processing, Internet Search
Martial Arts, Kung Fu, Jeet Kune Do
Precision Rifle – AR, AK, Sniper

TRAININGS

September 08 Sniper Rifle
February 09 Radar
August 04 Alaska State Troopers Academy – Department of Public Safety Alaska State Trooper basic training
May –Oct 2002 Sacramento California County Sheriffs Department Basic Post Academy training

BRIAN GRIFFETH



Professional Summary

Law enforcement leader with considerable and progressive police experience during a 34+ year career, including roles in incident command and four years as chief of police. Skilled and successful in developing departmental goals, objectives, policies, and priorities. Comprehensive knowledge of the principles, practices, and techniques of law enforcement, investigation, patrol, community service, and police services. Apply modern organization and management practices in evaluating programs, policies, and operational needs of the department.

Core Qualifications

- Law Enforcement
- Standard Police Practices
- Criminal & Civil Law
- Goals & Policies
- Complex Problem Resolution
- Data Collection / Program Evaluation
- Criminal Investigations
- Traffic Control
- Records Management
- Intergovernmental Relations
- Community Service
- Public Relations
- Operations Management
- Performance Standards
- Professional Development & Training'
- Department Administration
- Annual Budgets
- Procurement

Accomplishments

- Created and manage a new Department of Public Safety (Police/Fire) for the City of Fate, Texas.
- 65 letters of commendation, 24 certificates of merit, and two police commendation bars.
- Officer of the Year, 2008 and 2010, and Firefighter of the year in 2007.
- Master Peace Officer Certification, State of Texas.

Professional Development/Certifications

- Bill Blackwood Institute for Law Enforcement Management, Huntsville, TX New Chief Training for Texas Law Enforcement
- **Montana Law Enforcement Academy**, Helena, MT
- **Kilgore College**, Kilgore, TX Fire Inspector with IFSAC Seals
- **Rowlett Police Department**, Rowlett, TX Basic Swat School Tactical Training
- **Kilgore College**, Kilgore, TX Plans Examiner I
- **Collin County Community College**, McKinney, TX Basic Fire Suppression Fire Science
- **National Fire Academy**, Fire Science Command and Control at Multiple Alarm Incidents.
- **Collin County College**, Emergency Medical Technician, National Registered
- **Emergency Medical Technician** / National Register
- **Homeland Security NIMS Incident Management** - NIMS 100, 200, 300, 400, 700, and 800
- AVG Grant Writing
- **TAHN, San Antonio, TX** Crisis Intervention Hostage Negotiations
- **East Carolina University**, Angier, NC Canine Legal Seminar - Legal Issues
- **Garland Police Department**, Garland, TX Master Peace Officer, Law Enforcement
- **Advanced Accident Investigation**
- **Basic Police Academy Law Enforcement**

Education

California Coast University

Bachelor of Science: Criminal Justice

Brian Griffeth

Page 2

Experience

City of Rowlett, Texas

September 2019 to Present

City Marshal

Rowlett, Texas

- Prepare and administer annual budget
- Create strategies and plans to ensure the safe operations of the courts for the City of Rowlett
- Coordinate work schedules for Deputy Marshal positions
- Perform all duties necessary during court preceding as well as all other duties requested by the Judge
- Work with the Police Department and all other agencies to ensure court summons and warrants are handled in a correct and timely manner.

Lincoln County Sheriff, Montana

January 2018 to September 2019

Undersheriff

Libby, Montana

- Prepare and administer annual budget of 3.8 million.
- Create strategies and plans to ensure optimal performance in oversight of uniform patrols, investigations, traffic community service, school and community operations
- Assist county manager in the development of the departmental operating budget for commissioner's approval.
- Coordinate community relations and participation in community events, attend public meetings, and meet professionally with various community stakeholder groups.
- Perform the functions of the Sheriff during absences.

City of Fate

Director of Public Safety

November 2012 to

December 2017

Fate, Texas

- Launched new Public Safety department for growing city managing a department of over 30 full time, reserve, and volunteer staff.
- Develop and implement management systems, procedures, and standards for operations and evaluation of programs.
- Implement departmental policies and procedures and established training and development requirements to build a professional force.
- Create strategies and plans to ensure optimal performance in oversight of uniform patrols, investigations, traffic community service, school and community operations.
- Institute accountability practices, increased and enhanced departmental resources for major investigations, and streamlined assignments for efficient operation.
- Assist city manager in the development of the departmental operating budget for city council approval.
- Coordinate community relations and participation in community events, attend public meetings, and meet professionally with various community stakeholder groups.
- Respond to major incidents, ensuring proper execution of protocols and response and resolve complaints from citizens.
- Perform the functions of the City Manager during absences.

Brian Griffeth

Page 3

Lincoln County Sheriff's Office

Lieutenant

Lincoln, Montana

March 2012 to November 2012

March 2012 to November 2012

- First level manager for patrol division operations, including evaluation and documentation of the work performance of subordinates.
- Ensured adherence to employee standards and departmental code of conduct, recommended corrective action to chain-of-command.
- Identified training needs and instructed subordinates on proper performance of their duties, safety and emergency procedures, and investigative techniques.
- Advised subordinates on work-related issues, including the meaning and consequences of Department policies and procedures.
- Assisted subordinates in dealing with personal, family, career and job-related problems, providing positive reinforcement to improve morale and productivity.
- Prepared and presented case reports to the District Attorney.

Garland Police Department
Supervisor- Senior K9 Handler/Trainer
Garland, TX

August 1989 to March 2007

- Managed and directed operations for five canine teams, with responsibility for handler selection, dog selection, effective canine policy, and proper canine training.
- Developed service training for 15 outside agencies.
- Administered yearly police canine recertification program required by the courts for 20 police departments.

Garland Police Department
Police Officer
Garland, TX

April 1984 to
August 1989

- Performed police patrols of the city.
- Enforced state and city laws and ordinances, investigated crimes, apprehend criminal offenders, maintained public peace and safety.
- Displayed sound judgment under pressure in emergency scenarios.
- Responded to 911-dispatched calls involving traffic incidents, emergencies and criminal activity, including homicide, domestic violence, assault/battery, theft, burglary, drug trafficking and vandalism.
- Trained new recruits as field training officer over four years.

Professional Affiliations

- IACP Member
- Texas Police Chiefs Association | North Texas Police Chiefs Association | International Association of Police Chiefs
- President Rockwall County Chiefs Association
- Texas Fire Chiefs Association
- Texas Hostage Negotiator Association
- Volunteer Fire Fighter, Fate TX.
- State Fire and Fire Marshal Association
- Past President Region 20 United States Police K9 Association
- Past National Vice President United States Police K9 Association

PUBLIC COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

FYI