## **City of Sand Point Council Meeting**



Workshop: Tuesday, January 10, 2017 – 2:00 p.m. Meeting: Tuesday, January 10, 2017 – 7:00 p.m.

## CALL TO ORDER

## ROLL CALL

## **CITY OF SAND POINT**

(packet will be available on website January 6, 2017 <u>www.sandpointak.com</u>)



## MAYOR

Mayor Glen Gardner Jr. - Office Exp. 2017

## **COUNCIL MEMBERS**

Danny Cumberlidge	Seat A - Exp. 2019
Allan Starnes	Seat B - Exp. 2017
Shirley Brown	Seat C - Exp. 2019
Jack Foster Jr.	Seat D - Exp. 2017
Marita Gundersen	Seat E - Exp. 2018
Emil Mobeck	Seat F - Exp. 2018

## SAND POINT CITY COUNCIL MEETING AGENDA CITY CHAMBERS

**Regular Meeting** 

Tuesday, January 10, 2017 7:00 pm

### CALL TO ORDER ROLL CALL APPROVAL OF AGENDA

CONSENT AGENDA:

1. Minutes:

Minutes of Regular Meeting on October 11, 2016

## **REPORTS:**

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

## HEARINGS, ORDINANCES AND RESOLUTIONS:

- 1. Ordinance 2017-01: Adopting Dept. of Public Safety Fees & Fines Schedule 2<sup>nd</sup> Reading
- 2. Ordinance 2017-02: Code Amendment to Clarify "Legal Guardian" 2<sup>nd</sup> Reading

### **OLD BUSINESS:**

### **NEW BUSINESS:**

1. SWAMC Sponsorship

PUBLIC COMMENTS COUNCIL COMMENTS EXECUTIVE SESSION ADJOURNMENT

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

### CALL TO ORDER:

The regular meeting of the Sand Point City Council was held Tuesday, October 11, 2016 in the Sand Point Council Chambers. Mayor Glen Gardner, Jr. called the meeting to order at 7:04 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	Present
Marita Gundersen	Seat E	Present
Emil Mobeck	Seat F	Present

A quorum was established.

#### Staff in attendance:

Andy Varner, Administrator Shannon Sommer, City Clerk Krista Galvin, Finance Officer David Stokes, Public Works Director John Lucking, Jr., DPS Manager

#### **APPROVAL OF AGENDA:**

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

MOTION: Councilperson Marita Gundersen made a motion to adopt the agenda with the addition of #4 Building Permit: Jack Foster Jr., under New Business.

SECOND: Councilperson Jack Foster Jr. seconded the motion.

VOTE: Motion passed unanimously.

#### **CERTIFICATION OF ELECTION/OATH OF OFFICE:**

Mayor Glen Gardner, Jr. requested a motion to approve the Certification of Election and Oath of Office.

MOTION: Councilperson Jack Foster Jr. made a motion to adopt the certification of election.

SECOND: Councilperson Allan Starnes seconded the motion.

VOTE: Motion passed unanimously.

### **APPROVAL OF CONSENT AGENDA:**

1. Minutes of September 6, 2016 Regular Meeting.

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

MOTION: Councilperson Marita Gundersen made a motion to adopt the consent agenda.

SECOND: Councilperson Danny Cumberlidge seconded the motion.

VOTE: Motion passed unanimously.

#### **REPORTS:**

Finance Officer- Krista Galvin

Finance Officer Krista Galvin reported for the month of August 2016 Raw Fish Tax was \$42,576.34 and Sales Tax was \$64,147.25.

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#### Administrator - Andy Varner

Administrator Andy Varner reported DOT worked on a wildlife assessments and certification manuals for the airport. The ARFF truck will be on the 2017 first ferry, in the meantime, once the fire truck engine is fixed it will serve as a stand-in. The LBC approved our annexation petition, the comment period ends December 7, 2016. He met with the AEB for the Harbor float design completion project. They will work with the engineer with previous knowledge and experience with the project, and to provide and alternative with the float broken up into two separate projects to anticipate funding limitations. CRW finished the draft of our sanitation facilities, the next step is to apply for grant funding from the USDA. CRW suggest investigating the adoption of a "FOG" ordinance, which stands for fats, oils and greases, as a way to regulate the amount of harmful substances that enter the sewer and gum up lines and lift stations.

#### Mayor - Glen Gardner, Jr.

Mayor Gardner reported that currently we are not the only city with ATV issues, Bethel is as well. TDX is working to provide access agreements for the wind-to-heat projects for the clinic and school.

### Department of Public Safety - Chief John Lucking, Jr.

Manager of Public Safety John Lucking, Jr. reported there is statistical information included in his report. He explained Bill SB 91, and how in many cases what used to be crimes are now infractions. In the last few months, they held a tsunami ready workshop and are now certified.

#### Public Works Director - David Stokes

Public Works Director David Stokes reported they worked on the rock crusher, swept the city dock and gear shed, helped out with freight boats and the ferry, hauled water to the city shop, graded and swept roads, fixed tires on the Mack dump truck, hauled rock to Trident Seafoods and hauled 10 loads of rock to Bruce Foster Jr.'s shed, they serviced the Bobcat, fueled all buildings, worked on the recycle center heater, they put rock down on the mud bay road and fixed a ditch, they hauled a shack from the airport to the landfill and hauled a fuel tank and fire truck from the airport to the city shop, they helped with the Silver Salmon Derby, fixed the transmission on the water/sewer truck and patched pot holes on asphalt.

#### Landfill

They cleaned up around dumpsters, fixed track on 792 excavators and serviced and changed the oil on the trash truck.

#### Recycling

The recycling center is running fine, they worked on the glass crusher.

#### Water and Sewer

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

### Harbor Master - Richard Kochuten, Sr.

Harbor Master Richard Kochuten, Sr. report included in packet.

### <u>Student Representative – Dantezza Pangilinan</u>

Student Representative Dantezza Pangilinan reported they are painting figures of the sports they participate in, and are working with Mr. Robb to finish the region circles.

#### HEARINGS, ORDINANCES, AND RESOLUTIONS:

 Ordinance 2016-04: Adopting Dept. of Public Safety Fees & Fines Schedule – 1<sup>st</sup> Reading MOTION: Councilperson Marita Gundersen made a motion to put Ordinance 2016-04: Adopting Dept. of Public Safety Fees & Fines Schedule on the floor for 1<sup>st</sup> reading.
 SECOND: Councilperson Shirley Brown seconded the motion.

VOTE: Motion passed unanimously.

2. Ordinance 2016-05: Amendment to "Legal Guardian" – 1<sup>st</sup> Reading

MOTION: Councilperson Marita Gundersen made a motion to put Ordinance 2016-05: Amendment to "Legal Guardian" on the floor for 1<sup>st</sup> reading.

SECOND: Councilperson Jack Foster Jr. seconded the motion.

VOTE: Motion passed unanimously.

#### **OLD BUSINESS:**

1. Comprehensive Plan Update

Administrator Varner stated AECOM will update our comprehensive plan and an in-depth planning and zoning and our update land use maps. In January or February 2017 AECOM will come to Sand Point for a meeting.

#### **NEW BUSINESS:**

2017 Lease Updates
 MOTION: Councilperson Jack Foster, Jr. made a motion to adopt the 2017 Lease Renewals.
 SECOND: Councilperson Danny Cumberlidge seconded the motion.

VOTE: Motion passed unanimously.

2. Upcoming Events: AML & Pacific Marine Expo

The November 2016 Council meeting will be canceled. Councilpersons Jack Foster Jr. and Shirley Brown will attend AML and Councilperson Emil Mobeck will attend the Pacific Marine Expo.

MOTION: Councilperson Jack Foster Jr. made a motion to adopt the AML & Pacific Marine Expo attendees.

SECOND: Councilperson Danny Cumberlidge seconded the motion.

VOTE: Motion passed unanimously.

3. Alaska USA Certificate of Deposit to Maturity

MOTION: Councilperson Shirley Brown made a motion to roll over the Alaska USA CD that is due to mature in December.

SECOND: Councilperson Allan Starnes seconded the motion.

VOTE: Motion passed unanimously.

4. Building Permit: Jack Foster, Jr.

MOTION: Councilperson Emil Mobeck made a motion to approve Building Permit: Jack Foster Jr.

SECOND: Councilperson Danny Cumberlidge seconded the motion.

VOTE: Danny-yes; Allen-yes; Shirley-yes; Jack-abstain; Marita-yes; Emil-yes. Motion passed with 5-yes' and 1-abstain.

#### PUBLIC COMMENTS: None.

#### **COUNCIL COMMENTS:**

Councilperson Brown stated the alder's are over grown again and need to be addressed. Mayor Gardner gave direction to Public Works Director Stokes to look into a machine or hire a summer worker. Councilperson Marita Gundersen stated we should hire for the animal control position again.

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### **ADJOURNMENT:**

MOTION:Councilperson Marita Gundersen made a motion to adjourn.SECOND:Councilperson Shirley Brown seconded the motion.

The meeting adjourned at 7:51 PM.

Glen Gardner, Jr., Mayor

ATTEST:

Shannon Sommer, City Clerk

Sand Point City Council Meeting Minutes October 11, 2016

## REPORTS

## FINANCE OFFICER

# RAW FISH AND SALES TAX

## City of Sand Point Raw Fish Tax Revenue

	<u>FY12</u>		<u>FY13</u>	<u>FY14</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>
June	217,340.55	July	98,195.23	156,655.84	121,976.31	110,509.71	129,882.77
July	139,818.08	August	68,242.04	137,107.36	48,575.15	94,822.69	42,576.34
August	117,033.81	September	71,393.24	53,307.44	64,362.76	62,297.79	63,622.18
September	79,043.91	October	74,240.08	41,610.64	32,213.32	76,878.70	-
October	74,929.24	November	5,675.98	22,386.53	7,214.11	3,770.50	-
November	10,518.19	December	1,305.30	5,337.01	372.97	735.79	-
December	92.61	January	39,379.85	43,650.07	25,670.23	21,798.52	-
January	61,025.94	February	33,190.81	53,363.98	37,309.68	47,098.16	-
February	80,458.14	March	78,691.30	65,073.23	88,220.14	69,354.74	-
March	103,148.90	April	24,930.11	36,514.38	15,613.35	23,493.50	-
April	29,908.61	May	16,846.94	21,292.12	25,246.23	16,091.74	-
Мау	26,019.65	June	129,015.93	64,462.43	68,319.25	78,884.08	
	939,337.63	Total	641,106.81	700,761.03	535,093.50	605,735.92	236,081.29

## Sales Tax Revenue

	<u>FY12</u>		<u>FY13</u>	<u>FY14</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>
June	96,304.83	July	101,206.98	82,934.73	104,201.30	88,780.27	75,255.42
July	98,121.00	August	76,571.79	73,136.15	88,102.34	92,491.15	64,147.25
August	77,436.07	September	194,900.07	75,647.72	116,436.20	95,569.47	80,332.82
September	89,882.29	October	85,720.47	69,251.83	81,510.79	71,821.64	-
October	93,787.49	November	90,575.50	46,816.20	43,535.59	35,841.10	-
November	34,431.36	December	44,723.29	52,116.25	44,980.97	48,357.80	-
December	59,315.91	January	62,428.48	80,977.40	66,575.33	60,942.89	-
January	72,690.48	February	57,547.22	84,035.36	69,895.86	60,702.43	-
February	68,392.21	March	75,307.36	126,325.95	105,731.28	81,364.98	-
March	83,181.02	April	65,117.67	86,407.71	58,562.79	53,394.08	-
April	72,659.25	May	58,775.64	70,189.92	52,976.00	44,528.77	-
May	56,084.05	June	80,381.46	98,758.26	96,824.06	80,350.37	
	902,285.96	Total	993,255.93	<b>946,597.48</b> TDX Fines	<b>929,332.51</b> (150,000.00) 779,332.51	814,144.95	219,735.49

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May	56,084.05	June	80,381.46	98,758.26	96,824.06	80,350.37	
	902,285.96	Total	993,255.93	<b>946,597.48</b> TDX Fines	<b>929,332.51</b> (150,000.00) 779,332.51	814,144.95	282,463.33

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December	92.61	January	39,379.85	43,650.07	25,670.23	21,798.52	-
January	61,025.94	February	33,190.81	53,363.98	37,309.68	47,098.16	-
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May	26,019.65	June	129,015.93	64,462.43	68,319.25	78,884.08	
	939,337.63	Total	641,106.81	700,761.03	535,093.50	605,735.92	302,692.98

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November	34,431.36	December	44,723.29	52,116.25	44,980.97	48,357.80	-
December	59,315.91	January	62,428.48	80,977.40	66,575.33	60,942.89	-
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April	72,659.25	May	58,775.64	70,189.92	52,976.00	44,528.77	-
May	56,084.05	June	80,381.46	98,758.26	96,824.06	80,350.37	
	902,285.96	Total	993,255.93	<b>946,597.48</b> TDX Fines	<b>929,332.51</b> (150,000.00) 779,332.51	814,144.95	318,450.90

# BANK BALANCES

City of Sand Point Bank Balance

## Date

	Balance
	Date
Bank	End of SEPTEMBER
Key Bank	2,024,883.44
Wells Fargo - General	371,035.06
Wells Fargo - Bingo Fund	93,544.68
Wells Fargo - Silver Salmon Fund	47,805.52
AlaskaUsa Federal Credit Union CD	604,590.65

City of Sand Point Bank Balance

## Date Date

	Balance
	Date
Bank	End of OCTOBER
Key Bank	2,025,462.38
Wells Fargo - General	466,372.87
Wells Fargo - Bingo Fund	113,936.63
Wells Fargo - Silver Salmon Fund	46,204.77
AlaskaUsa Federal Credit Union CD	605,050.22

City of Sand Point

## Bank Balance Date

	Balanc	
Bank	End of NOVEMBER	Date 1/6/2017
Key Bank	2,026,115.98	
Wells Fargo - General	443,622.12	343,001.53
Wells Fargo - Bingo Fund	117,599.16	122,604.76
Wells Fargo - Silver Salmon Fund	46,204.77	37,185.53
AlaskaUsa Federal Credit Union CD	605,495.31	605,955.59

# EXPENDITURE GUIDELINE

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

#### Current Period: SEPTEMBER 16-17

	16-17	16-17	SEPTEMBER	16-17	% of
	YTD Budget	YTD Amt	MTD Amt	YTD Balance	YTD
GENERAL FUND					
LEGISLATIVE	\$131,800.00	\$39,874.72	\$4,531.26	\$91,925.28	30.25%
ADMINISTRATION	\$973,560.00	\$319,532.54	\$44,205.18	\$654,027.46	32.82%
PARKS AND RECREATION	\$25,500.00	\$5,985.70	\$1,776.12	\$19,514.30	23.47%
PUBLIC SAFETY	\$528,000.00	\$140,316.96	\$45,229.17	\$387,683.04	26.58%
PUBLIC WORKS	\$614,600.00	\$109,082.53	\$31,262.14	\$505,517.47	17.75%
FACILITIES	\$326,350.00	\$46,945.16	\$14,822.89	\$279,404.84	14.38%
Total GENERAL FUND	\$2,599,810.00	\$661,737.61	\$141,826.76	\$1,938,072.39	25.45%
BINGO FUND					
ADMINISTRATION	\$513,600.00	\$226,673.22	\$67,139.36	\$286,926.78	44.13%
Total BINGO FUND	\$513,600.00	\$226,673.22	\$67,139.36	\$286,926.78	44.13%
SILVER SALMON DERBY					
FIRE	\$18,750.00	\$19,045.99	\$13,001.42	-\$295.99	101.58%
Total SILVER SALMON DERBY	\$18,750.00	\$19,045.99	\$13,001.42	-\$295.99	101.58%
CLINIC OPERATIONS/MAINTENANCE					
ADMINISTRATION	\$32,777.00	\$0.00	\$0.00	\$32,777.00	0.00%
Total CLINIC OPERATIONS/MAINTENANCE	\$32,777.00	\$0.00	\$0.00	\$32,777.00	0.00%
ROCK CRUSHER ENTERPRISE FUND					
PUBLIC WORKS	\$0.00	\$573.80	\$573.80		0.00%
Total ROCK CRUSHER ENTERPRISE FUND WATER/SEWER OPERATIONS	\$0.00	\$573.80	\$573.80	-\$573.80	0.00%
WATER/SEWER	\$284,000.00	\$67,048.79	\$25,152.93	\$216,951.21	23.61%
Total WATER/SEWER OPERATIONS HARBOR/PORT OPERATIONS	\$284,000.00	\$67,048.79	\$25,152.93	\$216,951.21	23.61%
HARBOR	\$556,750.00	\$109,378.18	\$31,060.06	\$447,371.82	19.65%
Total HARBOR/PORT OPERATIONS REFUSE COLLECTION	\$556,750.00	\$109,378.18	\$31,060.06	\$447,371.82	19.65%
PUBLIC WORKS	\$145,850.00	\$35,165.66	\$9,290.16	\$110,684.34	24.11%
Total REFUSE COLLECTION	\$145,850.00	\$35,165.66	\$9,290.16		24.11%
Report Total	\$4,151,537.00	\$1,119,623.25	\$288,044.49	\$3,031,913.75	26.97%

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

### Current Period: OCTOBER 16-17

	16-17	16-17	OCTOBER	16-17	% of
	YTD Budget	YTD Amt	MTD Amt	YTD Balance	YTD
GENERAL FUND					
LEGISLATIVE	\$131,800.00	\$44,116.11	\$4,241.39	\$87,683.89	33.47%
ADMINISTRATION	\$973,560.00	\$358,687.04	\$39,154.50	\$614,872.96	36.84%
PARKS AND RECREATION	\$25,500.00	\$6,891.03	\$905.33	\$18,608.97	27.02%
PUBLIC SAFETY	\$528,000.00	\$178,741.40	\$38,424.44	\$349,258.60	33.85%
PUBLIC WORKS	\$614,600.00	\$150,249.49	\$41,166.96	\$464,350.51	24.45%
FACILITIES	\$326,350.00	\$60,064.76	\$13,119.60	\$266,285.24	18.41%
Total GENERAL FUND	\$2,599,810.00	\$798,749.83	\$137,012.22	\$1,801,060.17	30.72%
BINGO FUND					
ADMINISTRATION	\$513,600.00	\$299,391.15	\$72,717.93	\$214,208.85	58.29%
Total BINGO FUND	\$513,600.00	\$299,391.15	\$72,717.93	\$214,208.85	58.29%
SILVER SALMON DERBY					
FIRE	\$18,750.00	\$19,314.11	\$268.12	-\$564.11	103.01%
Total SILVER SALMON DERBY	\$18,750.00	\$19,314.11	\$268.12	-\$564.11	103.01%
CLINIC OPERATIONS/MAINTENANCE					
ADMINISTRATION	\$32,777.00	\$0.00	\$0.00	\$32,777.00	0.00%
Total CLINIC OPERATIONS/MAINTENANCE	\$32,777.00	\$0.00	\$0.00	\$32,777.00	0.00%
ROCK CRUSHER ENTERPRISE FUND					
PUBLIC WORKS	\$0.00	\$573.80	\$0.00	-\$573.80	0.00%
Total ROCK CRUSHER ENTERPRISE FUND WATER/SEWER OPERATIONS	\$0.00	\$573.80	\$0.00	-\$573.80	0.00%
WATER/SEWER	\$284,000.00	\$88,011.67	\$20,962.88	\$195,988.33	30.99%
Total WATER/SEWER OPERATIONS HARBOR/PORT OPERATIONS	\$284,000.00	\$88,011.67	\$20,962.88	\$195,988.33	30.99%
HARBOR	\$556,750.00	\$143,559.68	\$34,181.50	\$413,190.32	25.79%
Total HARBOR/PORT OPERATIONS REFUSE COLLECTION	\$556,750.00	\$143,559.68	\$34,181.50	\$413,190.32	25.79%
PUBLIC WORKS	\$145,850.00	\$44,284.61	\$9,118.95	\$101,565.39	30.36%
Total REFUSE COLLECTION	\$145,850.00	\$44,284.61	\$9,118.95	\$101,565.39	30.36%
Report Total	\$4,151,537.00	\$1,393,884.85	\$274,261.60	\$2,757,652.15	33.58%

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

#### Current Period: NOVEMBER 16-17

	16-17	16-17	NOVEMBER	16-17	% of
	YTD Budget	YTD Amt	MTD Amt	YTD Balance	YTD
GENERAL FUND					
LEGISLATIVE	\$131,800.00	\$60,956.77	\$16,840.66	\$70,843.23	46.25%
ADMINISTRATION	\$973,560.00	\$396,040.64	\$37,353.60	\$577,519.36	40.68%
PARKS AND RECREATION	\$25,500.00	\$8,762.08	\$1,871.05	\$16,737.92	34.36%
PUBLIC SAFETY	\$528,000.00	\$234,242.22	\$55,500.82	\$293,757.78	44.36%
PUBLIC WORKS	\$614,600.00	\$179,486.82	\$29,237.33	\$435,113.18	29.20%
FACILITIES	\$326,350.00	\$74,389.67	\$14,324.91	\$251,960.33	22.79%
Total GENERAL FUND	\$2,599,810.00	\$953,878.20	\$155,128.37	\$1,645,931.80	36.69%
BINGO FUND					
ADMINISTRATION	\$513,600.00	\$338,062.99	\$38,671.84	\$175,537.01	65.82%
Total BINGO FUND	\$513,600.00	\$338,062.99	\$38,671.84	\$175,537.01	65.82%
SILVER SALMON DERBY					
FIRE	\$18,750.00	\$28,333.35	\$9,019.24	-\$9,583.35	151.11%
Total SILVER SALMON DERBY	\$18,750.00	\$28,333.35	\$9,019.24	-\$9,583.35	151.11%
CLINIC OPERATIONS/MAINTENANCE					
ADMINISTRATION	\$32,777.00	\$0.00	\$0.00	\$32,777.00	0.00%
Total CLINIC OPERATIONS/MAINTENANCE	\$32,777.00	\$0.00	\$0.00	\$32,777.00	0.00%
ROCK CRUSHER ENTERPRISE FUND					
PUBLIC WORKS	\$0.00	\$573.80	\$0.00		0.00%
Total ROCK CRUSHER ENTERPRISE FUND WATER/SEWER OPERATIONS	\$0.00	\$573.80	\$0.00	-\$573.80	0.00%
WATER/SEWER	\$284,000.00	\$98,611.82	\$10,600.15	\$185,388.18	34.72%
Total WATER/SEWER OPERATIONS HARBOR/PORT OPERATIONS	\$284,000.00	\$98,611.82	\$10,600.15	\$185,388.18	34.72%
HARBOR	\$556,750.00	\$176,401.13	\$32,841.45	\$380,348.87	31.68%
Total HARBOR/PORT OPERATIONS REFUSE COLLECTION	\$556,750.00	\$176,401.13	\$32,841.45	\$380,348.87	31.68%
PUBLIC WORKS	\$145,850.00	\$55,348.92	\$11,064.31	\$90,501.08	37.95%
Total REFUSE COLLECTION	\$145,850.00	\$55,348.92	\$11,064.31	\$90,501.08	37.95%
Report Total	\$4,151,537.00	\$1,651,210.21	\$257,325.36	\$2,500,326.79	39.77%

# **REVENUE GUIDELINE**

#### Current Period: SEPTEMBER 16-17

		16-17 YTD Budget	16-17 YTD Amt	SEPTEMBER MTD Amt	16-17 YTD Balance	% of YTD
GENERAL F	UND					
Active	R 01-201 INTEREST INCOME	\$4,500.00	\$2,715.80	\$942.79	\$1,784.20	60.35%
Active	R 01-202 FINES AND PENALTYS	\$0.00	\$277.35	\$5.40	-\$277.35	0.00%
Active	R 01-203 OTHER REVENUE	\$45,000.00	\$15,798.15	\$1,596.00	\$29,201.85	35.11%
Active	R 01-205 4% SALES TAX	\$850,000.00	\$219,438.55	\$64,147.25	\$630,561.45	25.82%
Active	R 01-213 RAW FISH TAX	\$620,000.00	\$251,343.19	\$42,576.34	\$368,656.81	40.54%
Active	R 01-214 FINE-LATE SALES TAX	\$1,000.00	\$106.65	\$0.00	\$893.35	10.67%
Active	R 01-217 7% B & B Tax	\$16,500.00	\$3,064.17	\$766.42	\$13,435.83	18.57%
Active	R 01-225 PAYMENT IN LIEU OF TAX	\$150,000.00	\$0.00	\$0.00	\$150,000.00	0.00%
Active	R 01-226 EVENT COSTS	\$4,500.00	\$0.00	\$0.00	\$4,500.00	0.00%
Active	R 01-230 DONATIONS	\$0.00	\$300.00	\$300.00	-\$300.00	0.00%
Active	R 01-231 INSURANCE REFUND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-233 BUSINESS LIC. FEE	\$4,000.00	\$0.00	\$0.00	\$4,000.00	0.00%
Active	R 01-234 SB 46 PERS RELIEF	\$30,000.00	\$0.00	\$0.00	\$30,000.00	0.00%
Active	R 01-238 ANCHORAGE OFFICE	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0.00%
Active	R 01-250 STATE REVENUE SHARIN	\$87,060.00	\$89,751.00	\$0.00	-\$2,691.00	103.09%
Active	R 01-256 REVENUESTATE OF ALA	\$7,500.00	\$0.00	\$0.00	\$7,500.00	0.00%
Active	R 01-257 REVENUEFEDERAL GOV	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-260 STATE BUSINESS LICENS	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.00%
Active	R 01-265 STATE PROCESSORS TAX	\$35,000.00	\$0.00	\$0.00	\$35,000.00	0.00%
Active	R 01-266 ExT FISH TAX SHARING	\$250,000.00	\$0.00	\$0.00	\$250,000.00	0.00%
Active	R 01-285 EQUIPMENT RENTAL	\$15,000.00	\$4,500.82	\$4,077.24	\$10,499.18	30.01%
Active	R 01-291 BUILDING RENTALS	\$135,000.00	\$49,981.30	\$8,100.00	\$85,018.70	37.02%
Active	R 01-293 LIBRARY GRANT	\$4,200.00	\$0.00	\$0.00	\$4,200.00	0.00%
Active	R 01-297 POLICE MISC REVENUE	\$60,000.00	\$4,050.00	\$125.00	\$55,950.00	6.75%
Active	R 01-298 EMS MISC REVENUE	\$500.00	\$1,407.00	\$0.00	-\$907.00	281.40%
1.01.10	Total	\$2,343,260.00	\$642,733.98	\$122,636.44	\$1,700,526.02	27.43%
	Total GENERAL FUND	\$2,343,260.00	\$642,733.98	\$122,636.44	\$1,700,526.02	27.43%
BINGO FUN	D					
Active	R 02-294 BINGO REVENUE	\$45,000.00	\$17,415.50	\$5,722.75	\$27,584.50	38.70%
Active	R 02-295 PULL TAB REVENUE	\$500,000.00	\$243,482.00	\$69,267.00	\$256,518.00	48.70%
//01/0	Total	\$545,000.00	\$260,897.50	\$74,989.75	\$284,102.50	47.87%
	Total BINGO FUND	\$545,000.00	\$260,897.50	\$74,989.75	\$284,102.50	47.87%
SILVER SAL	MON DERBY	<i><b>40</b> 10,000.00</i>	<i>\</i> 200,001.00	<i>Q1</i> ,000.10	Q201,102.00	11.0170
Active	R 03-230 DONATIONS	\$500.00	\$3,550.00	\$3,550.00	-\$3,050.00	710.00%
Active	R 03-292 SILVER SALMON DERBY	\$22,000.00	\$29,050.18	\$29,050.18	-\$7,050.18	132.05%
Active	Total	\$22,500.00	\$32,600.18	\$32,600.18	-\$10,100.18	144.89%
	Total SILVER SALMON DERBY	\$22,500.00	\$32,600.18	\$32,600.18	-\$10,100.18	144.89%
CLINIC OPE	RATIONS/MAINTENANCE	φ22,300.00	ψ32,000.10	ψ <b>32,000.</b> 10	-\$10,100.10	144.0970
Active	R 10-257 REVENUEFEDERAL GOV	\$32,777.00	\$8,194.17	\$2,731.39	\$24,582.83	25.00%
	Total	\$32,777.00	\$8,194.17	\$2,731.39	\$24,582.83	25.00%
	INIC OPERATIONS/MAINTENANCE NER OPERATIONS	\$32,777.00	\$8,194.17	\$2,731.39	\$24,582.83	25.00%
Active	R 61-202 FINES AND PENALTYS	\$2,500.00	\$297.41	\$175.35	\$2,202.59	11.90%
Active	R 61-206 WATER/SEWER REVENUE	\$180,000.00	\$54,031.72	\$16,254.92	\$125,968.28	30.02%
Active	R 61-235 TRANSFER IN	\$52,500.00	\$0.00	\$0.00	\$52,500.00	0.00%

### Current Period: SEPTEMBER 16-17

		16-17	16-17	SEPTEMBER	16-17	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	YTD
Active	R 61-243 USDA GRANT REVENUE	\$49,000.00	\$23,734.00	\$23,734.00	\$25,266.00	48.44%
	Total	\$284,000.00	\$78,063.13	\$40,164.27	\$205,936.87	27.49%
Тс	otal WATER/SEWER OPERATIONS	\$284,000.00	\$78,063.13	\$40,164.27	\$205,936.87	27.49%
HARBOR/PC	ORT OPERATIONS					
Active	R 62-201 INTEREST INCOME	\$4,000.00	\$796.59	\$163.85	\$3,203.41	19.91%
Active	R 62-203 OTHER REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 62-210 HARBOR/MOORAGE	\$210,000.00	\$85,455.64	\$30,291.66	\$124,544.36	40.69%
Active	R 62-211 HARBOR/TRAVELLIFT	\$90,000.00	\$32,791.27	\$7,807.52	\$57,208.73	36.43%
Active	R 62-212 BOAT HARBOR/RENTS	\$100,000.00	\$7,612.80	\$0.00	\$92,387.20	7.61%
Active	R 62-215 HARBOR/WHARFAGE	\$65,000.00	\$6,029.23	\$0.00	\$58,970.77	9.28%
Active	R 62-219 HARBOR ELEC SERVICE F	\$8,000.00	\$2,357.74	\$907.84	\$5,642.26	29.47%
Active	R 62-220 HARBOR/ELEC DEPOSIT	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
Active	R 62-221 HARBOR/VAN STORAGE	\$20,000.00	\$13,075.00	\$8,250.00	\$6,925.00	65.38%
Active	R 62-222 HARBOR/STALL ELECTRIC	\$35,000.00	\$10,997.18	\$3,306.05	\$24,002.82	31.42%
Active	R 62-223 HARBOR/ELECTRICITY	\$4,000.00	\$1,175.71	\$207.08	\$2,824.29	29.39%
Active	R 62-224 GEARSHED LOCKER REN	\$15,000.00	\$1,200.00	\$0.00	\$13,800.00	8.00%
Active	R 62-235 TRANSFER IN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 62-237 HARBOR STORAGE	\$5,000.00	\$807.72	\$240.72	\$4,192.28	16.15%
Active	R 62-285 EQUIPMENT RENTAL	\$25,000.00	\$8,915.19	\$2,891.25	\$16,084.81	35.66%
	Total	\$583,000.00	\$171,214.07	\$54,065.97	\$411,785.93	29.37%
Te	otal HARBOR/PORT OPERATIONS	\$583,000.00	\$171,214.07	\$54,065.97	\$411,785.93	29.37%
REFUSE CO	DLLECTION					
Active	R 65-202 FINES AND PENALTYS	\$1,500.00	\$156.99	\$84.89	\$1,343.01	10.47%
Active	R 65-204 REFUSE COLLECTION	\$145,000.00	\$41,215.30	\$12,113.32	\$103,784.70	28.42%
Active	R 65-235 TRANSFER IN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total	\$146,500.00	\$41,372.29	\$12,198.21	\$105,127.71	28.24%
	Total REFUSE COLLECTION	\$146,500.00	\$41,372.29	\$12,198.21	\$105,127.71	28.24%
	Report Total	\$3,957,037.00	\$1,235,075.32	\$339,386.21	\$2,721,961.68	31.21%

#### Current Period: OCTOBER 16-17

		16-17 YTD Budget	16-17 YTD Amt	OCTOBER MTD Amt	16-17 YTD Balance	% of YTD
GENERAL F	UND					
Active	R 01-201 INTEREST INCOME	\$4,500.00	\$3,754.31	\$1,038.51	\$745.69	83.43%
Active	R 01-202 FINES AND PENALTYS	\$0.00	\$359.31	\$81.96	-\$359.31	0.00%
Active	R 01-203 OTHER REVENUE	\$45,000.00	\$17,060.88	\$1,262.73	\$27,939.12	37.91%
Active	R 01-205 4% SALES TAX	\$850,000.00	\$299,771.37	\$80,332.82	\$550,228.63	35.27%
Active	R 01-213 RAW FISH TAX	\$620,000.00	\$314,965.37	\$63,622.18	\$305,034.63	50.80%
Active	R 01-214 FINE-LATE SALES TAX	\$1,000.00	\$214.33	\$107.68	\$785.67	21.43%
Active	R 01-217 7% B & B Tax	\$16,500.00	\$5,200.25	\$2,136.08	\$11,299.75	31.52%
Active	R 01-225 PAYMENT IN LIEU OF TAX	\$150,000.00	\$0.00	\$0.00	\$150,000.00	0.00%
Active	R 01-226 EVENT COSTS	\$4,500.00	\$0.00	\$0.00	\$4,500.00	0.00%
Active	R 01-230 DONATIONS	\$0.00	\$600.00	\$300.00	-\$600.00	0.00%
Active	R 01-231 INSURANCE REFUND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-233 BUSINESS LIC. FEE	\$4,000.00	\$0.00	\$0.00	\$4,000.00	0.00%
Active	R 01-234 SB 46 PERS RELIEF	\$30,000.00	\$0.00	\$0.00	\$30,000.00	0.00%
Active	R 01-238 ANCHORAGE OFFICE	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0.00%
Active	R 01-250 STATE REVENUE SHARIN	\$87,060.00	\$89,751.00	\$0.00	-\$2,691.00	103.09%
Active	R 01-256 REVENUESTATE OF ALA	\$7,500.00	\$0.00	\$0.00	\$7,500.00	0.00%
Active	R 01-257 REVENUEFEDERAL GOV	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-260 STATE BUSINESS LICENS	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.00%
Active	R 01-265 STATE PROCESSORS TAX	\$35,000.00	\$0.00	\$0.00	\$35,000.00	0.00%
Active	R 01-266 ExT FISH TAX SHARING	\$250,000.00	\$0.00	\$0.00	\$250,000.00	0.00%
Active	R 01-285 EQUIPMENT RENTAL	\$15,000.00	\$37,058.32	\$32,557.50	-\$22,058.32	247.06%
Active	R 01-291 BUILDING RENTALS	\$135,000.00	\$61,369.49	\$11,388.19	\$73,630.51	45.46%
Active	R 01-293 LIBRARY GRANT	\$4,200.00	\$0.00	\$0.00	\$4,200.00	0.00%
Active	R 01-297 POLICE MISC REVENUE	\$60,000.00	\$4,675.00	\$625.00	\$55,325.00	7.79%
Active	R 01-298 EMS MISC REVENUE	\$500.00	\$1,407.00	\$0.00	-\$907.00	281.40%
	Total	\$2,343,260.00	\$836,186.63	\$193,452.65	\$1,507,073.37	35.68%
	Total GENERAL FUND	\$2,343,260.00	\$836,186.63	\$193,452.65	\$1,507,073.37	35.68%
BINGO FUN	D					
Active	R 02-294 BINGO REVENUE	\$45,000.00	\$22,494.75	\$5,079.25	\$22,505.25	49.99%
Active	R 02-295 PULL TAB REVENUE	\$500,000.00	\$328,487.20	\$85,005.20	\$171,512.80	65.70%
	Total	\$545,000.00	\$350,981.95	\$90,084.45	\$194,018.05	64.40%
	Total BINGO FUND	\$545,000.00	\$350,981.95	\$90,084.45	\$194,018.05	64.40%
SILVER SAL	MON DERBY					
Active	R 03-230 DONATIONS	\$500.00	\$3,550.00	\$0.00	-\$3,050.00	710.00%
Active	R 03-292 SILVER SALMON DERBY	\$22,000.00	\$29,370.18	\$320.00	-\$7,370.18	133.50%
	Total	\$22,500.00	\$32,920.18	\$320.00	-\$10,420.18	146.31%
	Total SILVER SALMON DERBY	\$22,500.00	\$32,920.18	\$320.00	-\$10,420.18	146.31%
CLINIC OPE	RATIONS/MAINTENANCE					
Active	R 10-257 REVENUEFEDERAL GOV	\$32,777.00	\$13,652.83	\$5,458.66	\$19,124.17	41.65%
	Total	\$32,777.00	\$13,652.83	\$5,458.66	\$19,124.17	41.65%
	INIC OPERATIONS/MAINTENANCE NER OPERATIONS	\$32,777.00	\$13,652.83	\$5,458.66	\$19,124.17	41.65%
Active	R 61-202 FINES AND PENALTYS	\$2,500.00	\$583.43	\$286.02	\$1,916.57	23.34%
Active	R 61-206 WATER/SEWER REVENUE	\$180,000.00	\$74,761.64	\$20,729.92	\$105,238.36	41.53%
Active	R 61-235 TRANSFER IN	\$52,500.00	\$0.00	\$0.00	\$52,500.00	0.00%

### Current Period: OCTOBER 16-17

		16-17	16-17		16-17 YTD Balance	% of YTD
<b>A</b>		YTD Budget	YTD Amt	MTD Amt		
Active	R 61-243 USDA GRANT REVENUE	\$49,000.00	\$23,734.00	\$0.00	\$25,266.00	48.44%
_	Total	\$284,000.00	\$99,079.07	\$21,015.94	\$184,920.93	34.89%
	otal WATER/SEWER OPERATIONS	\$284,000.00	\$99,079.07	\$21,015.94	\$184,920.93	34.89%
HARBOR/PC	DRT OPERATIONS					
Active	R 62-201 INTEREST INCOME	\$4,000.00	\$1,094.21	\$297.62	\$2,905.79	27.36%
Active	R 62-203 OTHER REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 62-210 HARBOR/MOORAGE	\$210,000.00	\$104,061.08	\$18,605.44	\$105,938.92	49.55%
Active	R 62-211 HARBOR/TRAVELLIFT	\$90,000.00	\$49,495.54	\$16,704.27	\$40,504.46	55.00%
Active	R 62-212 BOAT HARBOR/RENTS	\$100,000.00	\$15,453.50	\$7,840.70	\$84,546.50	15.45%
Active	R 62-215 HARBOR/WHARFAGE	\$65,000.00	\$9,250.68	\$3,221.45	\$55,749.32	14.23%
Active	R 62-219 HARBOR ELEC SERVICE F	\$8,000.00	\$3,282.54	\$924.80	\$4,717.46	41.03%
Active	R 62-220 HARBOR/ELEC DEPOSIT	\$2,000.00	\$0.38	\$0.38	\$1,999.62	0.02%
Active	R 62-221 HARBOR/VAN STORAGE	\$20,000.00	\$14,425.00	\$1,350.00	\$5,575.00	72.13%
Active	R 62-222 HARBOR/STALL ELECTRIC	\$35,000.00	\$11,470.21	\$473.03	\$23,529.79	32.77%
Active	R 62-223 HARBOR/ELECTRICITY	\$4,000.00	\$1,194.16	\$18.45	\$2,805.84	29.85%
Active	R 62-224 GEARSHED LOCKER REN	\$15,000.00	\$1,500.00	\$300.00	\$13,500.00	10.00%
Active	R 62-235 TRANSFER IN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 62-237 HARBOR STORAGE	\$5,000.00	\$753.24	(\$54.48)	\$4,246.76	15.06%
Active	R 62-285 EQUIPMENT RENTAL	\$25,000.00	\$11,482.35	\$2,567.16	\$13,517.65	45.93%
	Total	\$583,000.00	\$223,462.89	\$52,248.82	\$359,537.11	38.33%
Te	otal HARBOR/PORT OPERATIONS	\$583,000.00	\$223,462.89	\$52,248.82	\$359,537.11	38.33%
REFUSE CO	DLLECTION					
Active	R 65-202 FINES AND PENALTYS	\$1,500.00	\$316.91	\$159.92	\$1,183.09	21.13%
Active	R 65-204 REFUSE COLLECTION	\$145,000.00	\$55,641.51	\$14,426.21	\$89,358.49	38.37%
Active	R 65-235 TRANSFER IN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total	\$146,500.00	\$55,958.42	\$14,586.13	\$90,541.58	38.20%
	Total REFUSE COLLECTION	\$146,500.00	\$55,958.42	\$14,586.13	\$90,541.58	38.20%
	Report Total	\$3,957,037.00	\$1,612,241.97	\$377,166.65	\$2,344,795.03	40.74%

#### Current Period: NOVEMBER 16-17

		16-17 YTD Budget	16-17 YTD Amt	NOVEMBER MTD Amt	16-17 YTD Balance	% of YTD
GENERAL F	UND					
Active	R 01-201 INTEREST INCOME	\$4,500.00	\$4,853.00	\$1,098.69	-\$353.00	107.84%
Active	R 01-202 FINES AND PENALTYS	\$0.00	\$359.31	\$0.00	-\$359.31	0.00%
Active	R 01-203 OTHER REVENUE	\$45,000.00	\$15,987.88	(\$1,073.00)	\$29,012.12	35.53%
Active	R 01-205 4% SALES TAX	\$850,000.00	\$362,499.21	\$62,727.84	\$487,500.79	42.65%
Active	R 01-213 RAW FISH TAX	\$620,000.00	\$374,819.97	\$59,854.60	\$245,180.03	60.45%
Active	R 01-214 FINE-LATE SALES TAX	\$1,000.00	\$214.33	\$0.00	\$785.67	21.43%
Active	R 01-217 7% B & B Tax	\$16,500.00	\$5,683.02	\$482.77	\$10,816.98	34.44%
Active	R 01-225 PAYMENT IN LIEU OF TAX	\$150,000.00	\$0.00	\$0.00	\$150,000.00	0.00%
Active	R 01-226 EVENT COSTS	\$4,500.00	\$0.00	\$0.00	\$4,500.00	0.00%
Active	R 01-230 DONATIONS	\$0.00	\$600.00	\$0.00	-\$600.00	0.00%
Active	R 01-231 INSURANCE REFUND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-233 BUSINESS LIC. FEE	\$4,000.00	\$0.00	\$0.00	\$4,000.00	0.00%
Active	R 01-234 SB 46 PERS RELIEF	\$30,000.00	\$0.00	\$0.00	\$30,000.00	0.00%
Active	R 01-238 ANCHORAGE OFFICE	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0.00%
Active	R 01-250 STATE REVENUE SHARIN	\$87,060.00	\$89,751.00	\$0.00	-\$2,691.00	103.09%
Active	R 01-256 REVENUESTATE OF ALA	\$7,500.00	\$0.00	\$0.00	\$7,500.00	0.00%
Active	R 01-257 REVENUEFEDERAL GOV	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-260 STATE BUSINESS LICENS	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.00%
Active	R 01-265 STATE PROCESSORS TAX	\$35,000.00	\$0.00	\$0.00	\$35,000.00	0.00%
Active	R 01-266 ExT FISH TAX SHARING	\$250,000.00	\$0.00	\$0.00	\$250,000.00	0.00%
Active	R 01-285 EQUIPMENT RENTAL	\$15,000.00	\$39,083.32	\$2,025.00	-\$24,083.32	260.56%
Active	R 01-291 BUILDING RENTALS	\$135,000.00	\$76,599.12	\$15,229.63	\$58,400.88	56.74%
Active	R 01-293 LIBRARY GRANT	\$4,200.00	\$0.00	\$0.00	\$4,200.00	0.00%
Active	R 01-297 POLICE MISC REVENUE	\$60,000.00	\$4,675.00	\$0.00	\$55,325.00	7.79%
Active	R 01-298 EMS MISC REVENUE	\$500.00	\$1,407.00	\$0.00	-\$907.00	281.40%
	Total	\$2,343,260.00	\$976,532.16	\$140,345.53	\$1,366,727.84	41.67%
	Total GENERAL FUND	\$2,343,260.00	\$976,532.16	\$140,345.53	\$1,366,727.84	41.67%
BINGO FUNE	)					
Active	R 02-294 BINGO REVENUE	\$45,000.00	\$27,677.75	\$5,183.00	\$17,322.25	61.51%
Active	R 02-295 PULL TAB REVENUE	\$500,000.00	\$362,818.20	\$34,331.00	\$137,181.80	72.56%
	Total	\$545,000.00	\$390,495.95	\$39,514.00	\$154,504.05	71.65%
	Total BINGO FUND	\$545,000.00	\$390,495.95	\$39,514.00	\$154,504.05	71.65%
SILVER SAL	MON DERBY					
Active	R 03-230 DONATIONS	\$500.00	\$3,550.00	\$0.00	-\$3,050.00	710.00%
Active	R 03-292 SILVER SALMON DERBY	\$22,000.00	\$29,370.18	\$0.00	-\$7,370.18	133.50%
	Total	\$22,500.00	\$32,920.18	\$0.00	-\$10,420.18	146.31%
	Total SILVER SALMON DERBY	\$22,500.00	\$32,920.18	\$0.00	-\$10,420.18	146.31%
CLINIC OPE	RATIONS/MAINTENANCE					
Active	R 10-257 REVENUEFEDERAL GOV	\$32,777.00	\$13,652.83	\$0.00	\$19,124.17	41.65%
	Total	\$32,777.00	\$13,652.83	\$0.00	\$19,124.17	41.65%
	NIC OPERATIONS/MAINTENANCE VER OPERATIONS	\$32,777.00	\$13,652.83	\$0.00	\$19,124.17	41.65%
Active	R 61-202 FINES AND PENALTYS	\$2,500.00	\$775.88	\$192.45	\$1,724.12	31.04%
Active	R 61-206 WATER/SEWER REVENUE	\$180,000.00	\$90,525.30	\$15,763.66	\$89,474.70	50.29%
Active	R 61-235 TRANSFER IN	\$52,500.00	\$0.00	\$0.00	\$52,500.00	0.00%

#### Current Period: NOVEMBER 16-17

		16-17 YTD Budget	16-17 YTD Amt	NOVEMBER MTD Amt	16-17 YTD Balance	% of YTD
Active	R 61-243 USDA GRANT REVENUE	\$49,000.00	\$23,734.00	\$0.00	\$25,266.00	48.44%
Active	Total	\$284,000.00	\$115,035.18	\$15,956.11	\$168,964.82	40.51%
Тс	otal WATER/SEWER OPERATIONS	\$284,000.00	\$115,035.18	\$15,956.11	\$168,964.82	40.51%
	DRT OPERATIONS	φ204,000.00	φ115,055.10	φ15,950.11	ψ100,904.02	40.0170
Active	R 62-201 INTEREST INCOME	\$4,000.00	\$2,239.31	\$1,145.10	\$1,760.69	55.98%
Active	R 62-203 OTHER REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 62-210 HARBOR/MOORAGE	\$210,000.00	\$134,471.75	\$30,410.67	\$75,528.25	64.03%
Active	R 62-211 HARBOR/TRAVELLIFT	\$90,000.00	\$58,767.00	\$9,271.46	\$31,233.00	65.30%
Active	R 62-212 BOAT HARBOR/RENTS	\$100,000.00	\$16,794.20	\$1,340.70	\$83,205.80	16.79%
Active	R 62-215 HARBOR/WHARFAGE	\$65,000.00	\$9,693.40	\$442.72	\$55,306.60	14.91%
Active	R 62-219 HARBOR ELEC SERVICE F	\$8,000.00	\$4,257.15	\$974.61	\$3,742.85	53.21%
Active	R 62-220 HARBOR/ELEC DEPOSIT	\$2,000.00	\$0.38	\$0.00	\$1,999.62	0.02%
Active	R 62-221 HARBOR/VAN STORAGE	\$20,000.00	\$15,475.00	\$1,050.00	\$4,525.00	77.38%
Active	R 62-222 HARBOR/STALL ELECTRIC	\$35,000.00	\$12,139.59	\$669.38	\$22,860.41	34.68%
Active	R 62-223 HARBOR/ELECTRICITY	\$4,000.00	\$1,229.24	\$35.08	\$2,770.76	30.73%
Active	R 62-224 GEARSHED LOCKER REN	\$15,000.00	\$1,500.00	\$0.00	\$13,500.00	10.00%
Active	R 62-235 TRANSFER IN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 62-237 HARBOR STORAGE	\$5,000.00	\$1,279.24	\$526.00	\$3,720.76	25.58%
Active	R 62-285 EQUIPMENT RENTAL	\$25,000.00	\$13,397.66	\$1,915.31	\$11,602.34	53.59%
	Total	\$583,000.00	\$271,243.92	\$47,781.03	\$311,756.08	46.53%
Te	otal HARBOR/PORT OPERATIONS	\$583,000.00	\$271,243.92	\$47,781.03	\$311,756.08	46.53%
REFUSE CO	DLLECTION					
Active	R 65-202 FINES AND PENALTYS	\$1,500.00	\$440.87	\$123.96	\$1,059.13	29.39%
Active	R 65-204 REFUSE COLLECTION	\$145,000.00	\$67,898.83	\$12,257.32	\$77,101.17	46.83%
Active	R 65-235 TRANSFER IN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total	\$146,500.00	\$68,339.70	\$12,381.28	\$78,160.30	46.65%
	Total REFUSE COLLECTION	\$146,500.00	\$68,339.70	\$12,381.28	\$78,160.30	46.65%
	Report Total	\$3,957,037.00	\$1,868,219.92	\$255,977.95	\$2,088,817.08	47.21%

## FUND SUMMARY

## CITY OF SAND POINT \*Fund Summary -Budget to Actual©

SEPTEMBER 16-17

					16-17
	16-17	SEPTEMBER	16-17	16-17	% YTD
	YTD Budget	MTD Amount	YTD Amount	YTD Balance	Budget
FUND 01 GENERAL FUND					
Revenue	\$2,343,260.00	\$122,636.44	\$642,733.98	\$1,700,526.02	27.43%
Expenditure	\$2,599,810.00	\$141,826.76	\$661,737.61	\$1,938,072.39	25.45%
		-\$19,190.32	-\$19,003.63		
FUND 02 BINGO FUND					
Revenue	\$545,000.00	\$74,989.75	\$260,897.50	\$284,102.50	47.87%
Expenditure	\$513,600.00	\$67,139.36	\$226,673.22	\$286,926.78	44.13%
		\$7,850.39	\$34,224.28		
FUND 03 SILVER SALMON	DERBY				
Revenue	\$22,500.00	\$32,600.18	\$32,600.18	-\$10,100.18	144.89%
Expenditure	\$18,750.00	\$13,001.42	\$19,045.99	-\$295.99	101.58%
		\$19,598.76	\$13,554.19		
FUND 10 CLINIC OPERATION	ONS/MAINTENANCE				
Revenue	\$32,777.00	\$2,731.39	\$8,194.17	\$24,582.83	25.00%
Expenditure	\$32,777.00	\$0.00	\$0.00	\$32,777.00	0.00%
		\$2,731.39	\$8,194.17		
FUND 61 WATER/SEWER (	<b>DPERATIONS</b>				
Revenue	\$284,000.00	\$40,164.27	\$78,063.13	\$205,936.87	27.49%
Expenditure	\$284,000.00	\$25,152.93	\$67,048.79	\$216,951.21	23.61%
		\$15,011.34	\$11,014.34		
FUND 62 HARBOR/PORT O	PERATIONS				
Revenue	\$583,000.00	\$54,065.97	\$171,214.07	\$411,785.93	29.37%
Expenditure	\$556,750.00	\$31,060.06	\$109,378.18	\$447,371.82	19.65%
		\$23,005.91	\$61,835.89		
FUND 65 REFUSE COLLEC	TION				
Revenue	\$146,500.00	\$12,198.21	\$41,372.29	\$105,127.71	28.24%
Expenditure	\$145,850.00	\$9,290.16	\$35,165.66	\$110,684.34	24.11%
	—	\$2,908.05	\$6,206.63		
Report Total		\$51,915.52	\$116,025.87		

## CITY OF SAND POINT \*Fund Summary -Budget to Actual©

OCTOBER 16-17

					16-17
	16-17	OCTOBER	16-17	16-17	% YTD
	YTD Budget	MTD Amount	YTD Amount	YTD Balance	Budget
FUND 01 GENERAL FUND					
Revenue	\$2,343,260.00	\$193,452.65	\$836,186.63	\$1,507,073.37	35.68%
Expenditure	\$2,599,810.00	\$137,012.22	\$798,749.83	\$1,801,060.17	30.72%
		\$56,440.43	\$37,436.80		
FUND 02 BINGO FUND					
Revenue	\$545,000.00	\$90,084.45	\$350,981.95	\$194,018.05	64.40%
Expenditure	\$513,600.00	\$72,717.93	\$299,391.15	\$214,208.85	58.29%
		\$17,366.52	\$51,590.80		
FUND 03 SILVER SALMON	DERBY				
Revenue	\$22,500.00	\$320.00	\$32,920.18	-\$10,420.18	146.31%
Expenditure	\$18,750.00	\$268.12	\$19,314.11	-\$564.11	103.01%
		\$51.88	\$13,606.07		
FUND 10 CLINIC OPERATIO	ONS/MAINTENANCE				
Revenue	\$32,777.00	\$5,458.66	\$13,652.83	\$19,124.17	41.65%
Expenditure	\$32,777.00	\$0.00	\$0.00	\$32,777.00	0.00%
		\$5,458.66	\$13,652.83		
FUND 61 WATER/SEWER C	PERATIONS				
Revenue	\$284,000.00	\$21,015.94	\$99,079.07	\$184,920.93	34.89%
Expenditure	\$284,000.00	\$20,962.88	\$88,011.67	\$195,988.33	30.99%
		\$53.06	\$11,067.40		
FUND 62 HARBOR/PORT O	PERATIONS				
Revenue	\$583,000.00	\$52,248.82	\$223,462.89	\$359,537.11	38.33%
Expenditure	\$556,750.00	\$34,181.50	\$143,559.68	\$413,190.32	25.79%
		\$18,067.32	\$79,903.21		
FUND 65 REFUSE COLLEC	TION				
Revenue	\$146,500.00	\$14,586.13	\$55,958.42	\$90,541.58	38.20%
Expenditure	\$145,850.00	\$9,118.95	\$44,284.61	\$101,565.39	30.36%
		\$5,467.18	\$11,673.81		
—					

## CITY OF SAND POINT \*Fund Summary -Budget to Actual©

NOVEMBER 16-17

	<mark>16-17</mark> YTD Budget	NOVEMBER MTD Amount	16-17 YTD Amount	<mark>16-17</mark> YTD Balance	<mark>16-17</mark> % YTD Budget
FUND 01 GENERAL FUNI		in D / incart			
Revenue	\$2,343,260.00	\$140,345.53	\$976,532.16	\$1,366,727.84	41.67%
Expenditure	\$2,599,810.00	\$155,128.37	\$953,878.20	\$1,645,931.80	36.69%
		-\$14,782.84	\$22,653.96	<i>•••••••••••••••••••••••••••••••••••••</i>	
FUND 02 BINGO FUND		φ1+,702.04	ψ22,000.00		
Revenue	\$545,000.00	\$39,514.00	\$390,495.95	\$154,504.05	71.65%
Expenditure	\$513,600.00	\$38,671.84	\$338,062.99	\$175,537.01	65.82%
	· · · —	\$842.16	\$52,432.96		
FUND 03 SILVER SALMO	N DERBY	••••••	··,··		
Revenue	\$22,500.00	\$0.00	\$32,920.18	-\$10,420.18	146.31%
Expenditure	\$18,750.00	\$9,019.24	\$28,333.35	-\$9,583.35	151.11%
	—	-\$9,019.24	\$4,586.83		
FUND 10 CLINIC OPERAT	TIONS/MAINTENANCE	<b>*</b> - <i>j</i>	* ,		
Revenue	\$32,777.00	\$0.00	\$13,652.83	\$19,124.17	41.65%
Expenditure	\$32,777.00	\$0.00	\$0.00	\$32,777.00	0.00%
		\$0.00	\$13,652.83		
FUND 61 WATER/SEWER	R OPERATIONS				
Revenue	\$284,000.00	\$15,956.11	\$115,035.18	\$168,964.82	40.51%
Expenditure	\$284,000.00	\$10,600.15	\$98,611.82	\$185,388.18	34.72%
	—	\$5,355.96	\$16,423.36		
FUND 62 HARBOR/PORT	OPERATIONS				
Revenue	\$583,000.00	\$47,781.03	\$271,243.92	\$311,756.08	46.53%
Expenditure	\$556,750.00	\$32,841.45	\$176,401.13	\$380,348.87	31.68%
		\$14,939.58	\$94,842.79		
FUND 65 REFUSE COLLE	ECTION				
Revenue	\$146,500.00	\$12,381.28	\$68,339.70	\$78,160.30	46.65%
Expenditure	\$145,850.00	\$11,064.31	\$55,348.92	\$90,501.08	37.95%
	_	\$1,316.97	\$12,990.78		
Report Total		-\$1,347.41	\$217,583.51		

TO:Mayor Gardner<br/>City Council MembersFROM:Andy Varner<br/>City AdministratorDATE:January 7, 2017

Monthly Report for January 2017



Here is a brief list of items we've been working on since the last report, waaay back in October.

## AIRPORT

SUBJ:

- DOT, the City, and Pen Air have started to have monthly status meetings on recertifying the airport. We held our first one in December and had another last week. DOT is working with Paul on some of the winter requirements right now. The replacement ARFF truck is in Kodiak, and will be on the first or second spring ferry to Sand Point depending on space. DOT have completed most of the manuals and the wildlife assessment. They have been in talks with a couple Sand Point residents to get trained up and provide the ARFF capabilities. They will probably want at least one more trained community member for a backup. DOT will have some other maintenance work to do at the airport facility itself, but things are lining up for a spring certification at this point.

## ANNEXATION

- As you can see under FYI, the Local Boundary Commission has a schedule for our annexation petition and things are moving along. The public comment period on our petition ended last month, and we received three public comments. I submitted our "reply brief" to those comments on December 28, and the next step is for the LBS staff to write a preliminary report based on the petition and comments received.
- To gain some more perspective on the process, and to meet LBC Commissioners in person, I attended the Dillingham/Manokotak annexation petition final determination meeting on Dec. 1 in Anchorage. I anticipate that at least one commissioner will be a bit adversarial to our request, objecting to taking too much water as a 2<sup>nd</sup> class city. That was brought up several times, but the other commissioners were not in agreement with him.
- Brooks Chandler is the city attorney for Dillingham, so I met with him recently as well to get his perspective on the LBC process and for advice for us going forward. He was more optimistic about our annexation changes than those for Dillingham; however, both communities basically got what they asked for with their requests, even though both were quite contentious. We will see what happens with the LBC staff in these next steps as they write their preliminary report.

## **FISHERIES**

- As you can see under FYI, the City submitted a letter to the NPFMC related to the GoA Trawl Bycatch Management program, and I testified on behalf of the City on the importance of having a healthy and productive fleet in our community. In the end the Council took no action on the item.

## **CLINIC**

- After a few back-and-forths and a review by Brooks, we finalized and signed the facility agreement terms and conditions in place for TDX to proceed with installation of the electric boiler in the clinic. Plans call for SPG to sell excess wind electric heat to the clinic (and the school) for \$0.06/kWh, the same rate discussed back in 2010.

- On another matter related to the clinic, GCI reached out to me about affixing an antennae to the clinic to provide wireless microwave internet to both the school and the Borough building. This should in theory provide faster speeds for them, since the clinic is connected by fiber to the earth station. GCI wanted to get this on our radar now, and they will have a formal proposal and space/power lease agreement for the Council to consider at a future meeting. An example "co-location agreement" is attached in FYI. Leasing to GCI could provide a bit of revenue to the City, but at this point I don't know how much, it will be for the Council to consider.
- See FYI for a note from Jennifer Harrison of EAT about a discussed IHS increase for the Village Built Clinic money we receive. There is a meeting on Feb 7<sup>th</sup> to determine any potential increase. The potential range for our clinic is \$62,372 to \$82,654. This is in contrast to the current \$32,700 we receive, although we did receive an additional \$9,300 last fall from a one-time increase in the President's budget.

## HARBOR

Mooney, the Mayor, Patrick and I have been working on getting the *Barren Islands* vessel out of the harbor and out of Sand Point. The boat has been in the new harbor for months, and is a threat to sink or release pollutants. It was impounded last month, and now we're in the process of trying to "sell" it as the City is now in possession of the boat. The last real hang-up now is the State, who won't give up their rights to the lien but have also said they won't interfere with a sale. We're still untangling what their intentions are.

## **LOBBYIST**

Mark Hickey was retained again as lobbyist for 2017, at a cost of \$10,000 (used to be \$18,000 a couple years ago).

## **LEAVE**

- I'm taking the next week off for a family vacation.



JOHN H. LUCKING, JR CHIEF OF POLICE SAND POINT DEPARTMENT of PUBLIC SAFETY

Post Office Box 423



TEL: (907)383-3700 FAX:(907)383-5496

## Sand Point, Alaska 99661 EMAIL: <u>sppd@arctic.net</u>

## **MEMORANDUM**

- To: Honorable Glen Gardner, Mayor, City of Sand Point Mr. Andy Varner, 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: John H. Lucking, Jr., Public Safety Manager
- Date: January 5, 2017
- Ref: Department of Public Safety's Monthly Report for December 2016

## Police Department

## **Public Safety Manager**

• John H. Lucking, Jr.

## **Police Officers**

- Efen Thao, Police Officer (Community Oriented Policing Grant Position)
- Cody Sanders, Police Officer
- Eric Tupper, Police Officer

## Administrative Assistant

Denise Mobeck/Day Dispatcher

## Dispatchers

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

### **Police Division Activity**

### DECEMBER 2016

2 cases were generated

- 1 DV Assault
- 1 Violating Conditions of Release

There were 2 persons jailed

- 1 Warrant for DV Assault
- 1 remand to serve time

There were 36 calls to 911

9 MOC (6 additional MOC requests on dispatch's personal phone line)
8 Pocket dial or hang up
7 (4 for same incident) DV Assault
7 (4 for same incident) Drunken disturbance
1 downed power line
2 Miscellaneous info
2 (calls for same incident) security alarm activated

Officer Calls for Service Drunken person on road Door un-secured at school

Other Officer Activity

2 Paper service Power line problem Prisoner transport to airport Courtesy transports Prisoner transports to clinic Looking for wanted person Dogs at large Dead eagle found

1 traffic stop Juvenile on 4-wheeler driving without valid license

### **EMS** Division

Chief of EMS Division:

• Denise Mobeck, EMS Coordinator

### **EMS Activity:**

Rescue1 transported 1 patient to airport from residence Rescue1 transported 1 patient to residence from airport

### **Fire Division**

Chief of Fire Division:

 Vacant, administrative duties being fulfilled by DPS Manager and supported by DPS and DPW personnel.

### Activity:

- Recruitment efforts continue as the department seeks to fill the vacant fire chief position.
- All monthly incident reports were filed with the State Fire Marshal's Office meeting obligations and maintaining agency certification.

# NO REPORT GIVEN AT THIS TIME

#### December 2016 W&S report

- Fixed leak on 2" "main" near Wilbur McGlashan's. Restored water to 4 homes. About 185,000 gallons in 12 hours. We worked 4 hours on a Sunday to fix it as soon as the problem was reported.
- Completed lead and copper sampling for 2016. Last testing required for 2016.
- Alaska Pump reported that the Trident pump "had a large amount of plastic/string jammed between the upper portion of impeller and lower seal assembly. This caused seal failure and allowed moisture/water to enter stator housing making the stator to short out/burned the windings." We are waiting for some parts from Sweden, reassembly in Anchorage and shipment. The quote is \$4,276.00 plus shipping and handling from Anchorage. This is almost the exact problem that we had with the other pump in the lift station last year. It might be from cleaning up at the end of processing for the year. I will ask Allan Starnes to relay the message that mop strings and plastic should not be disposed of in toilets, sink drains or floor drains in the plant.

### Sand Point Small Boat Harbor 01-05-2017

Not a whole lot to report at this time, things are going fine at the Harbor, one good thing is that the freight boats are back to a weekly schedule.

Machinery is being looked after on a regular basis.

Guys have been hauling building material around town for some people.

Fleetwelding Service completed and installed nine ladders along the East wall, have one more to go as soon as we (harbor crew), do some repairs on the wall.

That's all I have to report.

Richard Kochuten Sr. Harbor Master

# STUDENT REPRESENTATIVE

# HEARINGS, ORDINANCES AND RESOLUTIONS

# ORDINANCE 2017-01: ADOPTING DEPT. OF PUBLIC SAFETY FEES & FINES SCHEDULED – 2<sup>ND</sup> READING

### **City of Sand Point**

# Memo

То:	Mayor Gardner
From:	Andy Varner, Administrator
cc:	City Council
Date:	January 5, 2017
Re:	Fees & Fines Ordinance

Second reading, and several months in the making. DPS Manager Lucking and I went over more of this ordinance with Patrick Munson (one of our attorneys) again after the October meeting, but we changed very little.

Councilmembers should review the fine schedule and see if the amounts fit the offense. Mr Lucking or I can provide context on the suggested amounts, but this was an attempt to be fair and balanced and make things a little easier on the police department.

#### One thing our attorney noted was that:

"Effective August 15, 2016, cities are permitted to impose a fine of up to **\$1,000** for all minor offense violations, NOT just those that are listed on a fine schedule. Formerly, the maximum fine for a mandatory court appearance offense that was not listed on a fine schedule was \$500. This is the maximum contained in the existing City draft (See the general penalty at SPCO 1.10.070 and other specific provisions, such as 9.10.100, 10.20.080, 11.20.100, and 12.30.040). So the City can increase the maximum fine to up to \$1,000 for any offenses that are not listed on the fine schedule if you want to.

This is a policy call. John and I chose not to raise the maximum fine amount to \$1,000, but you could certainly do so, and raise amounts for specific offenses at a future meeting.

If the Council elected to do so, we would just need to amend proposed Section 1.10.070(a) as follows: "....may be punished by a fine of not more than five hundred (\$500) dollars, unless the penalty is established by fine schedule, in which case the maximum penalty shall be \$1,000."

**City of Sand Point** 



### ORDINANCE 2017-01

### AN ORDINANCE OF THE SAND POINT CITY COUNCIL AMENDING VARIOUS ORDINANCES OF THE CITY OF SAND POINT TO ESTABLISH MINOR OFFENSES FOR VIOLATIONS OF CITY LAWS, TO ESTABLISH PROCEDURES FOR PROCESSING SUCH OFFENSES, ESTABLISHING A BAIL SCHEDULE, AND AMENDING ORDINANCES THAT WOULD CONFLICT WITH THE NEW ORDINANCES, AND ELIMINATING LAWS THAT ARE DUPLICATIVE WITH STATE OFFENSES.

BE IT ENACTED by the City Council of the City of Sand Point:

Section 1. <u>Form</u>. This is a Code ordinance.

**Section 2**. <u>**Repeal and reenactment of Section 1.10.070**</u>. The Code of Ordinances of the City of Sand Point, Alaska, is hereby amended by the repeal and reenactment Section 1.10.070 to read as follows:

### 1.10.070 GENERAL PENALTY.

(a) Every act prohibited by city ordinance is unlawful. Unless another penalty is expressly provided by this code for a particular act or offense, every person who commits an infraction or violation of any provision of this code, or any rule or regulation adopted or issued pursuant to this code, commits a minor offense as that term is defined in the Alaska Rules of Minor Offense Procedure and may be punished by a fine of not more than five hundred (\$500) dollars, unless the penalty is established by fine schedule, in which case the maximum penalty shall be \$1,000.

(b) In addition to any other remedies or penalties that may be provided in this code, or may otherwise be available, the city or any aggrieved person may institute a civil action to obtain injunctive or compensatory relief against a person who violates any provision of the code. An action to enjoin a violation may be brought notwithstanding the availability of any other remedy. On application for injunctive relief and a finding of violation or threatened violation, the superior court shall grant the injunction. The City shall be entitled to collect all reasonable attorney's fees in any successful civil action to enforce the laws of the City.

(c) Each act of violation and every day upon which the violation shall occur will constitute a separate offense. A separate citation must be issued for each calendar day upon which a violation is alleged to have occurred.

**Section 3**. <u>Amendment of Section 1.10.075</u>. Section 1.10.075 of the Code of Ordinances of the City of Sand Point, Alaska, is hereby amended to read as follows [deleted language is <u>struck</u>, added language is <u>underlined</u>]:

### 1.10.075 SURCHARGE.

In addition to any fine or penalty prescribed by law, a defendant who [pleads guilty or nolo contendere to, forfeits bail for, or] is convicted of violating this code or any rule or regulation adopted or issued in pursuance thereof shall [be assessed a] pay the surcharge [in the amount, if any, prescribed] required by A.S. 12.55.039 and AS 29.25.074. The surcharge shall be collected as provided in A.S. 12.55.039 and A.S. 29.25.075. The failure to pay the surcharge is punishable as contempt of court as provided in A.S. 12.55.039.

Section 4. <u>Repeal and reenactment of Section 1.10.080</u>. The Code of Ordinances of the City of Sand Point, Alaska, is hereby amended by the repeal and reenactment Section 1.10.080 to read as follows:

### **1.10.080 PROCEDURE.**

(a) The charge for the violation of a code provision may be brought by any peace officer, the city manager, or that city official responsible for the administration and enforcement of the code provision which has been violated.

(b) The city shall use the Alaska Uniform Citation form, or the electronic version if authorized, to provide notice of a minor offense to anyone accused of violating any provision of this Code.

**Section 5**. <u>Amendment of Chapter 1.10</u>. The Code of Ordinances of the City of Sand Point, Alaska, is hereby amended by the addition of new Sections 1.10.082, 1.10.085, and 1.10.087 to read as follows:

### 1.10.082 DISPOSITION OF MINOR OFFENSES.

A person charged with a minor offense listed on a fine schedule may appear in court to contest the charge. If an offense is not listed on a fine schedule, or if the citation indicates that a court appearance is mandatory, the defendant must appear in court to answer the charges. As a minor offense, trial is by the court without a jury, and there is no right to court-appointed defense counsel.

### 1.10.085 MINOR OFFENSE FINE SCHEDULE.

In accordance with AS 29.25.070(a), citations for the following offenses may be disposed of as provided in AS 12.25.195-.230, without a court appearance, upon payment of the fine amounts listed below, plus the state surcharge required by AS 12.55.039 and AS 29.25.074. Fines must be paid to the court. The Rules of Minor Offense Procedure in the Alaska Rules of Court apply to all offenses listed below. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine schedule amount listed below for that offense. If an offense is not listed on this fine schedule or another fine schedule, the defendant must appear in court to answer to the charges. The fines set forth below may not be judicially reduced.

<b>Code Section</b>	Offense Description	<b>Fine Amount</b>
9.10.090(a)	Willful evasion of licensing	300
	requirements	
9.10.090(b)	Failure to apply for business license	100
9.10.090(c)	Failure to keep required records	100
9.10.090(d)	False or fraudulent application	300
9.10.090(e)	Aiding or abetting in evasion of	300
	licensing requirements	
10.10.010	Use of unlawful water supply	500
10.10.020	Unlawful disposal of sewage and liquid	500
	waste	
10.10.030	Unlawful operation of individual	500
	sewage system	
10.10.040	Illegal discharge of sewage or domestic	500
	waste	
10.10.050	Unlawful alteration of individual sewer	500
	system	
10.10.060	Failure to protect sewer from cold	100
	weather	
10.20.080	Unlawful dumping	200
11.30.070(b)	Operating vessel with excessive wake	100
	in harbor facilities	
11.30.070(c)	Littering within harbor facilities	50
11.30.070(d)	At large animals within harbor	100
	facilities	
11.30.070(e)	Nuisance or unlawful business	300
11.30.070(f)	Unlawful sign posting within harbor	50
	facilities	
11.30.070(g)	Unlawful posting on harbor bulletin	50
	boards	
11.30.070(h)	Depositing freight or cargo in non-	100
	loading area	• • • •
11.30.070(i)	Failure to register vessel	200
11.30.070(j)	Unlawful connection or tampering with	200
	electrical system	

11.30.070(k)	Unlawful mooring or use of harbor facilities	200
11.30.070(l)	Disregard, deface, remove, tamper with	50
11.50.070(1)	or damage a sign or notice	20
12.10.010	Failure to license dog	100
12.10.030(b)	Unlicensed Dog at Large	100
12.10.040(b)	Possession of vicious dog	300
12.10.050(b)	Nuisance Dog	\$100 licensed
		dog; \$200
		unlicensed dog
12.10.070(b)	Interfering with Enforcement Officer	300
12.10.070(c)	Release/Attempt to Release Impounded Animal	300
12.20.010(a)	Intoxicated on Public Street/In Public	100
	Place	
12.20.010(b)	Discharge Firearm Outside Designated	100
	Area	
12.20.010(c)	Window peeping	200
12.20.010(d)	Public disturbance	100
12.20.010(e)	Stealing Less than \$100 of Property	100
12.20.010(f)	Obstruct/Conceal/Tear Down Official Notice/Placard	100
12.20.010(g)	Littering public place	100
12.20.010(g)	Noise violation	100
12.20.010(i)	Accumulation of rubbish on property	300
12.20.060(a)	Furnish Alcohol to Prohibited Persons	100
12.20.065	Licensed Premise Sell/Serve Alcohol	100
12 20 070(a)	During Closed Hours Consuming Alcohol in Public	100
12.20.070(a) 12.20.070(b)	Consume Alcohol in Prohibited Area	100
12.20.100 12.20.130	Enticement for unlawful purpose Fireworks-Posses/Use Without Permit	<u>300</u> 100
12.20.150 12.20.150(a)	Littering-Private or Public Property	100
12.20.150(a) 12.20.150(b)	Defacing property of another or public	200
12.20.130(0)	property	200
12.20.160	Public Excretion	100
12.20.100 12.40.030(a)	Operating establishment in violation of	100
	marijuana laws	
12.40.040	Marijuana use in public place	100
12.40.050	Marijuana use in vehicle, watercraft, or aircraft	100
12.04.060	Marijuana possession or consumption	100
	less than 21 years of age	
12.50.010	Juvenile Violates Curfew	100

12.50.020(A)	Parent/Guardian Allow Juvenile	100
	Violate Curfew	
12.60.010(a)	Abandonment of vehicle on right of	300
	way	
12.60.010(b)	Abandonment of vehicle on public or	300
	private property	
13.07.010	Failure to obtain building permit	300
13.08.020(a)(1)	Maintenance of filthy kennels of	100
	livestock pens	
13.08.020(a)(2)	Unnecessary or unusual noise	100
13.08.020(a)(3)	Use of loud or unusual apparatus	100
	between the hours of 10:00 p.m. and	
	7:00 a.m.	
13.08.020(a)(4)	Unlawful disposal of refuse, garbage,	100
	manure, or other waste materials	
13.08.020(a)(5)	Dumping or littering onto private or	100
	public property	
13.08.020(a)(6)	Uncovered well or excavation	100
13.08.020(a)(7)	Maintaining attractive nuisance	200
13.08.020(a)(8)	Unlawful storage of garbage cans	100
13.08.020(a)(9)	Unreasonable neglect of premises	200
13.08.020(a)(10)	Stagnant water or ponds	100
13.08.020(a)(11)	Storage of abandoned and broken	100
	equipment	
13.08.020(a)(12)	Building exterior deteriorating and	100
	scattered by weather	

### 1.10.087 ORDINANCES AFFECTING MINOR OFFENSES SENT TO CITY ATTORNEY

Immediately after the City Council enacts a code ordinance affecting, creating, or eliminating a minor offense, the City Clerk shall transmit the ordinance to the City Attorney. The City Attorney shall submit any necessary updates to the Alaska Court System for inclusion in the Uniform Table of Minor Offenses.

**Section 6**. <u>Amendment of Section 6.10.360</u>. Section 6.10.360 of the Code of Ordinances of the City of Sand Point, Alaska, is hereby amended to read as follows [deleted language is <u>struck</u>, added language is <u>underlined</u>]:

#### 6.10.360. VIOLATIONS A MINOR OFFENSE. CRIMINAL PENALTIES.

(a) A person who violates any of the provisions of this chapter is <u>guilty of a minor offense</u> [, upon conviction,] punishable by a fine not to exceed 500 <u>for each violation</u>. [; except, for a subsequent violation of any provision of this chapter, whether similar to or different from a prior conviction, is subject to a maximum fine of \$1,000 if the subsequent conviction is for a violation that occurred within three years after the conviction for the prior violation.] Any such penalties

shall not affect the city's ability to recover unpaid taxes, civil penalties, and interest [are in addition to any civil penalties] assessed under this chapter.

(b) Each day upon which a violation of this chapter continues is a separate offense.

**Section 7.** <u>Amendment of Section 10.20.080</u>. Section 10.20.80 of the Code of Ordinances of the City of Sand Point, Alaska, is hereby amended to read as follows [deleted language is <u>struck</u>, added language is <u>underlined</u>]:

### 9.10.100. VIOLATION; PENALTY.

Any person violating any provision of this chapter or any regulation adopted pursuant thereto shall [, upon conviction,] be guilty of a [violation and subject to the penalties imposed under § 1.10.070.] minor offense punishable by a fine as provided in SPCO 1.10.085, or if no fine is there established, a fine not to exceed \$500.

**Section 8**. <u>Amendment of Section 10.20.080</u>. Section 10.20.80 of the Code of Ordinances of the City of Sand Point, Alaska, is hereby amended to read as follows [deleted language is <u>struck</u>, added language is <u>underlined</u>]:

### 10.20.080. DUMPING OF REFUSE.

It shall be unlawful for any person to dump refuse within the corporate limits of the city except in designated locations at the city landfill. Failure to comply with this section shall constitute a <u>minor offense</u> [misdemeanor], punishable[, upon conviction,] <u>by a fine as provided in SPCO</u> <u>1.10.085, or if no fine is there established</u>, by a fine not to exceed \$500.

Section 9. <u>Amendment of Section 11.20.100</u>. Section 11.20.100 of the Code of Ordinances of the City of Sand Point, Alaska, is hereby amended to read as follows [deleted language is struck, added language is underlined]:

### 11.20.100. PENALTIES.

(a) Violation of any provision of <u>this</u> Title shall be a <u>minor offense</u> [misdemeanor] punishable by a fine [of] as provided in SPCO 1.10.085, or if no fine is there established, a <u>fine not to exceed</u> \$500. Each act of violation and every day upon which such violation shall occur shall constitute a separate offense. [In addition to any fine, violators shall also pay any surcharge as required by § 1.10.075 of the City of Sand Point's Code of Ordinances.]

(b) Persons violating this title may <u>lose</u> [loose] the privilege of using the boat harbor facilities for up to one year.

**Section 10**. <u>**Repeal of Subsection 11.30.070(a)**</u>. The Code of Ordinances of the City of Sand Point, Alaska, is hereby amended by the repeal of Subsection 11.30.070(a).

**Section 11**. <u>Amendment of Section 12.10.070</u>. Section 12.10.070 of the Code of Ordinances of the City of Sand Point, Alaska, is hereby amended to read as follows [deleted language is <u>struck</u>, added language is <u>underlined</u>]:

### 12.10.070. ENFORCEMENT.

(a) Nothing contained in this chapter shall be construed to prevent the city from entering into a contract with a person or agency for the purpose of enforcing the provisions of this chapter.

(b) No person may interfere with or obstruct an Enforcement Officer in the discharge of his duties.

(c) No person may release or attempt to release from the possession of an Enforcement Officer or from the municipal pound, an animal impounded under this chapter. [Any person violating any provision under this section shall be fined \$299.]

(d) Violation of the provisions of this chapter is unlawful. Unless another penalty is provided by this chapter, every person convicted of a violation of this chapter shall be punished as provided in § 1.10.070 of this code.

**Section 12**. <u>**Repeal and reenactment of Section 12.20.010**</u>. The Code of Ordinances of the City of Sand Point, Alaska, is hereby amended by the repeal and reenactment of Section 12.20.010 to reads as follows:

### 12.20.010. ILLEGAL ACTS GENERALLY; DEFINITIONS.\

It shall be unlawful for any person to:

(a) Be upon any public street or in any public place in a state of drunkenness or intoxication in such a manner as to be hazardous to motor vehicle traffic;

(b) Discharge any firearm or air rifle within the city limits, except in the following designated areas:

- (1) One mile for firearms, handguns, and pistols, and 200 yards for shotguns and air rifles to the east of the following roadways: Red Cove Road beginning at Lot 9, Block 9, continuing south on Nagai Avenue to the intersection of Humbolt Lane, for the length of Humbolt Lane; on Airport Road starting at Lot 4, Block 1, running south to the cutoff to the Boat Harbor.
- (2) All firearms or dangerous weapons must be discharged in a direction away from the community or an inhabited area. All applicable state and federal laws shall apply.

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(c) Engage in window peeping;

(d) Create a disturbance in a public place or at any lawful assembly;

(e) Steal any property of a value not exceeding \$100; povided, however, that the city may, at its option treat as petty larceny the theft of a sum greater than \$100;

(f) Interfere with, obstruct, mutilate, conceal or tear down any official notice or placard posted by any city officer without permission from the officer;

(g) Spit upon or otherwise mar or litter any hallway stairway, sidewalks or steps or any public building or place of worship or any public park, public beach, public recreation area, or public parking lot;

(h) Make, cause or continue, or cause to be made or continued, any unnecessary or unusual noise, which either annoys, injures, or endangers the comfort, repose health or safety of others; and every person who shall make, cause or continue, or cause to be made or continued, whether in the operation of any machine, or the exercise of any trade or calling, or otherwise, any noise which either annoys, injures or endangers the comfort, repose, health or safety of others, unless the making or continuing of the same be necessary to the protection or preservation of property, or of the health safety, life or limb of some person, shall be guilty of an unlawful act under this Code; and

(i) No owner, lessee, agent, tenant or occupant shall allow or permit any debris, junk or indiscriminate storage of machinery, equipment, parts, wrecked, junked, or abandoned automobile bodies, lumber or other material or any accumulation of garbage, manure, offal, rubbish, stagnant water or any filthy liquid or substance or anything that is or may become putrid or offensive to be or remain upon his yard, lot or premises, or upon any yard, lot or premises owned or controlled by him;

Section 13. <u>Repeal of Sections 12.20.030, 12.20.040, 12.20.050, 12.20.090 and 12.20.140</u>. The Code of Ordinances of the City of Sand Point, Alaska, is hereby amended by the repeal of Sections 12.20.030, 12.20.040, 12.20.050, 12.20.080, 12.20.090, and 12.20.140.

**Section 14**. <u>Amendment of Section 12.20.150</u>. Section 12.20.150 of the Code of Ordinances of the City of Sand Point, Alaska, is hereby amended to read as follows [deleted language is <u>struck</u>, added language is <u>underlined</u>]:

### 12.20.150. LITTERING [AND DEFACING].

It is unlawful for any person to:

(a) Litter in or on any property not his own on which he is not an invitee or licensee, or on any public building, park, recreation area, parking lot, street or highway. [, or

(b) Deface without permission of the owner any building or structure not his own, or any public building, park, recreation area, parking lot, street or highway, or any other publicly owned edifice or structure, whether man made or naturally occurring.]

**Section 15**. <u>Repeal and reenactment of Chapter 12.30</u>. The Code of Ordinances of the City of Sand Point, Alaska, is hereby amended by the repeal and reenactment of Chapter 12.30 to reads as follows:

### 12.30.010 DEFINITIONS

*Definitions*. Unless the context clearly indicates a different meaning was intended, the following words and phrases used in this chapter shall have the meanings set out in this section.

**ALL-TERRAIN VEHICLE** and ATV. A motorized all-terrain vehicle primarily designed for off-road use. The term includes "four wheelers," snowmachines, golf carts, tractors, six- and eight-wheeled vehicles such as an ARGO. UTV (side-by-side), a Max. and six-wheeled vehicles that are configured the same as a "four wheeler" or "three wheeler" as well as Off-Highway Vehicles.

*HIGHWAY.* The entire width between the boundary lines of every way that is publicly maintained when a part of it is open to the public for vehicular travel, including, but not limited to, all city streets and alleys, but not including vehicular ways or areas.

*MOTOR VEHICLE.* A vehicle which is self-propelled except a vehicle moved by human or animal power.

*MOTORCYCLE.* A vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground. The term does not include a tractor.

**MOTOR-DRIVEN CYCLE.** A motorcycle, motor scooter, motorized bicycle or similar conveyance with a motor attached and having an engine with 50 or less cubic centimeters of displacement.

**OFF-HIGHWAY VEHICLE.** A motor vehicle designed or adapted for cross-country operation over unimproved terrain, ice or snow and which has been declared by its owner at the time of registration and determined by the Alaska Department of Public Safety to be unsuitable for general highway use, although the vehicle may make incidental use of a highway as provided by Alaska Uniform Vehicle Code or this chapter; it includes snowmobiles but does not include implements of husbandry and special mobile equipment.

*SNOWMOBILE.* A motor vehicle designed to travel over ice or snow, and supported in part by skis, belts, cleats or low-pressure tires.

**VEHICULAR WAY OR AREA.** A way, path or area, other than a highway or private property, which is designated by official traffic control devices or customary usage and which is open to the public for purposes of pedestrian or vehicular travel, and which way or area may be restricted in use to pedestrians, bicycles or other specific types of vehicles as determined by the city of other governmental agency having jurisdiction over the way, path or area.

### 12.30.020 STATE TRAFFIC LAWS AND REGULATIONS ADOPTED BY REFERENCE.

(a) The City adopts all vehicle and traffic statutes and regulations of the state of Alaska, as they presently exist and as they may be revised in the future, including those which apply to motorcycles and all-terrain and off-highway vehicles as such vehicles are defined in section 12.30.010 of this Code unless such statute or regulations directly conflicts with any provision of this chapter. In the event of such a conflict, the city ordinance shall control to the extent it is not preempted by state law.

(b) Notwithstanding subsection A of this section, the City does not adopt those state traffic laws that establish misdemeanor and felony offenses which are not listed on Alaska Supreme Court bail forfeiture schedules, including AS 28.35.030.

(c) All citations issued under this chapter shall use the appropriate "AS" or "AAC" or CFR statute or regulation numbers, include a description of the offense, indicate that the offense was adopted by reference as a city ordinance, and the charging entity or plaintiff is the City of Sand Point.

(d) Additional traffic ordinances of the city that are necessary to meet specific local requirements shall be incorporated in other chapters of this title.

(e) When the context requires, the term "Alaska State trooper" or "peace officer" when used in a provision incorporated by reference under subsection (A) of this section shall be deemed to mean and construed as identical with chief of police, police officer, or such other local police officer sworn to enforce the laws of the city. When the context requires, the term "department" appearing in the Alaska Statutes and Alaska Administrative Code provisions adopted by reference shall be construed to mean the Sand Point police department.

### **12.30.030 STATE TRAFFIC BAIL FORFEITURE SCHEDULES ADOPTED BY REFERENCE.**

The city adopts as its traffic fine schedule for state offenses the "Traffic Bail Forfeiture Schedule" and the "Oversize Vehicle Bail Forfeiture Schedule" in Administrative Rules 43.1 and 43.6 of the Alaska Rules of Court and any other bail forfeiture schedules relating to vehicles adopted by the Alaska Supreme Court. In addition, the city adopts all amendments of those schedules that become effective after the effective date of this ordinance. Citations for offenses listed on these schedules may be disposed of as provided in AS 12.25.195-.230, without a court appearance, upon payment of the amounts listed plus the state surcharge required by AS 12.55.039 and AS 29.25.074. Fines must be paid to the court. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offenses must meet the requirements of Minor Offense Rule 3 of the Alaska Rules of Court. If an offense is not listed on the fine schedule, the defendant must appear in court to answer to the charges.

### 12.30.040 FINE SCHEDULE FOR LOCAL TRAFFIC MINOR OFFENSES.

Introduction and 1st Reading	October 11, 2016
Adoption and 2 <sup>nd</sup> Reading	January 10, 2017

(a) Violation of any provision set forth in the table in this section shall be a minor offense punishable by a fine as provided in the table, or if no fine is there established, a fine not to exceed \$500.

(b) In accordance with AS 28.05.151(a), citations for the following offenses may be disposed of as provided in AS 12.25.195-.230, without a court appearance, upon payment of the fine amounts listed below plus the state surcharge required by AS 12.55.039 and AS 29.25.074. Fines must be paid to the court. The Alaska Rules of Minor Offense Procedure apply to all offenses listed below. Citations charging these offenses must meet the requirements of Minor Offense Rule 3. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed below. These fines may not be judicially reduced. If an offense in Chapter 12.30 is not listed on the fine schedule, or if the citation indicates a court appearance is required, the defendant must appear in court to answer to the charges.

The fine amounts listed below are doubled for motor vehicle or traffic offenses committed in a highway work zone or traffic safety corridor, as those terms are defined in AS 28.90.990 and 13 AAC 40.010(b).

SECTION	OFFENSE TITLE	FINE
12.30.050(a)	Unlawful driving of ATV on roadway	100
12.30.050(b)	Unlawful ATV crossing of highway	100
12.30.050(c)	ATV crossing in pedestrian crosswalk or other closed area	100
12.30.060(a)	Unlicensed ATV operation	100
12.30.060(b)	Safety equipment violation	100
12.30.060(c)	Minor failing to wear protective equipment	100
12.30.060(e)	Minor operating ATV during unlawful hours	100
12.30.080	Riding motorcycle or motorbikes upon any public sidewalks	100
	or any dock area	
12.30.090	Excessive vehicle noise between hours of 10 p.m. – 6 a.m.	100
12.30.100	Crossing boardwalk without protective device	100

An offense listed in this schedule may not be disposed of without court appearance if the offense is in connection with a motor vehicle accident that results in the death of a person.

### 12.30.050. OPERATION OF ALL-TERRAIN VEHICLES ON HIGHWAYS.

(a) An all-terrain vehicle may be driven on a roadway or shoulder of a highway only under the following circumstances:

(1) When crossing a highway as provided in division (b) of this section, or when traversing a bridge or culvert on a highway, but then only by driving at the extreme right-hand edge of the bridge or culvert and only when the traverse can be completed with safety and without interfering with other traffic on the highway;

(2) When use of the highway by other motor vehicles is impossible because of snow or ice accumulation or other natural conditions or when the highway is posted or otherwise designated by the city as being open to travel by all-terrain vehicles; or

(3) When driven on the right-of-way of a highway which is not a controlled-access highway, outside the roadway or shoulder, and no closer than three feet from the nearest edge of the roadway; night driving may be only on the right-hand side of the highway and in the same direction as the highway motor vehicle traffic in the nearest lane of the roadway; no person may drive an all-terrain vehicle within the area dividing the roadways of a divided highway except to cross the highway as provided in division (b) of this section.

(b) An all-terrain vehicle may make a direct crossing of a highway if:

(1) The crossing is made approximately at a right angle to the highway and at a location where visibility along the highway in both directions is clear for a sufficient distance to assure safety, and the crossing can be completed safely and without interfering with other traffic on the highway; and

(2) The vehicle is brought to a complete stop before crossing the shoulder or highway, and the driver yields the right-of-way to all traffic on the highway.

(c) No all-terrain vehicle may cross or travel on a sidewalk a location intended for pedestrian or other non-motorized traffic, an alley, or a vehicular way or area which is not open to all-terrain vehicle operation except as provided in division (b) of this section or as otherwise specifically authorized under this chapter.

(d) REPEALED

(e) Notwithstanding divisions (a) through (d) of this section, an all-terrain vehicle may be driven on the public roadways and streets of the city, but only in accordance with this chapter and the laws of this state.

### 12.30.060. REGULATIONS CONCERNING OPERATION OF ALL-TERRAIN VEHICLES UPON THE PUBLIC STREETS AND ROADWAYS OF THE CITY OF SAND POINT.

All-terrain vehicles may operate on the public streets and roadways of the City of Sand Point, subject to the following conditions:

(a) *License*. The person operating the all-terrain vehicle must be:

(1) a duly licensed driver in the State of Alaska and at least 16 years of age;

(2) at least 14 years of age and duly licensed with a State of Alaska drivers instruction permit and completed a City-approved safety education certification course; or

(3) under the direct supervision of the operator's licensed parent or guardian.

(b) *Safety Equipment.* The all-terrain vehicle must be equipped with the appropriate safety equipment, including headlights, taillights, mufflers, fenders, and brakes all in operating order and which meet or exceed state or local regulations. Headlights must be illuminated between one-half hour after sunset and one-half hour before sunrise, and at any other time when, because of insufficient light or other atmospheric conditions, persons or vehicles on the highway are not clearly discernable at a distance of 1,000 feet.

(c) *Protective Equipment*. Operators and passengers under the age of 18 must wear protective headgear and an eye-protective device that meet the requirements of 13 AAC 04.350.

(d) *Traffic Laws*. The operator of an all-terrain vehicle must observe all state and city traffic laws and codes which pertain to the operation of motor vehicles upon a highway.

(e) Hours of Operation for minors.

(1) Minors (persons 14 to 17 years of age) shall only be permitted to operate all-terrain vehicles on the public streets and roadways of the City of Sand Point during the following times, unless under licensed adult supervision or adhering to the exceptions listed below:

(A) From 6:00 a.m. to 10:00 p.m. Sunday through Thursday, and

(B) From 6:00 a.m. to 12:00 a.m. Friday and Saturday.

(2) Operation of all-terrain vehicles at all other times is prohibited except when circumstances exist which justify an exception because operation of the all-terrain vehicle was necessary or unavoidable. Exceptions are limited to non-recreational use of all-terrain vehicles and may only be allowed when:

(A) On an errand at the written direction of his or her parent or guardian without any detour or stop (written direction must be signed, timed, and dated by the parent or guardian and must indicate the specific errand):

(B) Involved in an emergency: or

(C) Engaged in an employment activity, or going to or returning from an employment activity, without detour or stop.

### 12.30.070. CITATION FOR DEFECTIVE EQUIPMENT.

(a) A police officer may issue a citation to the operator or owner of an all-terrain vehicle, which is not in safe mechanical condition or properly equipped as required by Title 28 of the Alaska Statues, Title 13 of the Alaska Administrative Code, or the safety provisions of this chapter. A citation issued under this section shall specify the repair or adjustment to be made.

(b) An operator or owner cited under this section shall within a time specified by the inspecting officer appear at the offices of the Sand Point Police Department and present acceptable evidence of having made the repairs or adjustment or present the vehicle for re-inspection. If the defective part or item is at that time determined to be in good repair, and the

vehicle otherwise meets the requirements of Title 28 of the Alaska Statues, Title 13 of the Alaska Administrative Code and the safety provisions of this chapter, the inspecting officer shall void the citation. Failure to present evidence of repair or adjustment or to present the vehicle for re-inspection within the time specified shall result in the revocation of registration.

#### 12.30.080 MOTORCYCLES.

It shall be unlawful for any person or persons to ride motorcycles or motorbikes or any vehicles so classed, upon any public sidewalks or any dock area. However, workers going to or from work or those persons on business (such as gas, repairs, and provisions) may ride to the dock area or on sidewalks, provided they observe a five mile per hour speed limit.

#### 12.30.090. SOUND CONTROL.

No person shall operate a motor vehicle in such a way as to disturb the peace between the hours of 10:00 p.m. and 6:00 a.m. except when hauling supplies. Revving and racing of engines in residential areas shall be considered a violation.

### 12.30.100. CROSSING BOARDWALKS.

Persons crossing boardwalks with cars and trucks must use planks or some means of protecting the boardwalk.

Section 16. <u>Repeal and reenactment of Section 13.07.060</u>. The Code of Ordinances of the City of Sand Point, Alaska, is hereby amended by the repeal and reenactment of Section 13.07.060 to reads as follows:

### 13.07.060. STOP ORDER; VIOLATION; REVOCATION.

(a) It is unlawful to do or perform any work in violation of a stop order, except as may be necessary to prevent injury or damage to persons or property. Such stop order may be revoked by the administrative official, City Administrator, or the City Council.

(b) Violation of any provision of this chapter shall be a minor offense punishable as provided in SPCO 1.10.070. Each act of violation and every day upon which such violation occurs shall constitute a separate offense.

**Section 17**. <u>Amendment of Subsection 13.08.110(a)</u>. Subsection 13.08.110(a) of the Code of Ordinances of the City of Sand Point, Alaska, is hereby amended to read as follows [deleted language is struck, added language is <u>underlined</u>]:

(a) Any person entitled to service under § 13.08.060 may appeal from any notice and order or any action of the Abatement Official concerning abatement of a public nuisance <u>except a citation issued for</u> <u>a minor offense pursuant to SPCO Chapter 1.10</u> by filing at the office of the City Clerk within 15 days from the date of service of such order a written appeal to the City Council.

**Section 18**. <u>Amendment of Subsection 13.08.120(a)</u>. Subsection 13.08.120(a) of the Code of Ordinances of the City of Sand Point, Alaska, is hereby amended to read as follows [deleted language is struck, added language is underlined]:

(a) Generally. After any order of the Abatement Official or the Council [shall have] becomes final, no person to whom any such order is directed shall fail, neglect or refuse to obey any such order. Any such person who fails to comply with any such order is guilty of a minor offense punishable [shall be punished] as provided in § 1.10.070.

**Section 19**. <u>Amendment of Section 13.08.170</u>. Subsection 13.08.170 of the Code of Ordinances of the City of Sand Point, Alaska, is hereby amended to read as follows [deleted language is <u>struck</u>, added language is <u>underlined</u>]:

13.08.170. APPEAL.

The owner may appeal any decisions of the board of adjustment, whether involving removal or demolition or repair or alteration, to the Superior Court, Third Judicial District at Anchorage, State of Alaska, except that any citation issued for a minor offense under this chapter and SPCO Chapter 1.10 shall be governed by the Alaska Rules of Minor Offense Procedure.

Section 20. <u>Effective Date</u>. This ordinance shall be effective thirty days after it is adopted.

### PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE SAND POINT CITY COUNCIL THIS 10<sup>th</sup> DAY OF JANUARY, 2017.

### **CITY OF SAND POINT**

Glen Gardner, Jr., Mayor

ATTEST:

Shannon Sommer, City Clerk

Introduction and 1st ReadingOctober 11, 2016Adoption and 2nd ReadingJanuary 10, 2017

# ORDINANCE 2017-02: CODE AMENDMENT TO CLARIFY "LEGAL GUARDIAN" – 2<sup>ND</sup> READING

### **City of Sand Point**

# Memo

То:	Mayor Gardner
From:	Andy Varner, Administrator
cc:	City Council
Date:	January 5, 2017
Re:	2 <sup>nd</sup> Reading ATV Ordinance- Clarifying "LEGAL" guardian

This ordinance primarily deals with adding the word "legal" to the guardian stipulation in the recently passed ATV ordinance. This minor change should hopefully provide some clarity to the community.

### **City of Sand Point**



### ORDINANCE 2017-02

### AN ORDINANCE OF THE SAND POINT CITY COUNCIL AMENDING CODE OF ORDINANCES OF THE CITY OF SAND POINT TITLE 12 – PUBLIC SAFETY TO CLARIFY THAT GUARDIAN MEANS LEGAL GUARDIAN

**BE IT ENACTED** by the City Council of the City of Sand Point:

Section 1. <u>Form</u>. This is a Code ordinance.

**Section 2**. <u>Amendment of Section 12.30.025</u>. Chapter 12.30, Section .025, Subsection (A) of the Code of Ordinances of the City of Sand Point, Alaska, is hereby amended to read as follows [added language is <u>underlined</u>]:

(A) No parent or <u>legal</u> guardian may authorize or knowingly permit an unemancipated child for which they have legal responsibility to violate a provision of this chapter.

Section 3. <u>Amendment of Section 12.30.063</u>. Chapter 12.30, Section .063, Subsection (A)(3) of the Code of Ordinances of the City of Sand Point, Alaska, is hereby amended to read as follows [added language is <u>underlined</u>]:

(1) under the direct supervision of the operator's licensed parent or <u>legal</u> guardian.

**Section 4.** <u>Amendment of Section 12.30.063</u>. Chapter 12.30, Section .063, Subsection(E)(1) of the Code of Ordinances of the City of Sand Point, Alaska, is hereby amended to read as follows [added language is <u>underlined</u>]:

(1) On an errand at the written direction of his or her parent or <u>legal</u> guardian without any detour or stop (written direction must be signed, timed, and dated by the parent or <u>legal</u> guardian and must indicate the specific errand);

Section 5. <u>Amendment of Section 12.50.010</u>. Section 12.50.010 of the Code of Ordinances of the City of Sand Point, Alaska, is hereby amended to read as follows [added language is <u>underlined</u>]:

Introduction and 1st ReadingOctober 11, 2016Adoption and 2nd ReadingJanuary 10, 2017

No person under 18 years of age shall be upon or in any street, alley, public building, place of amusement and entertainment, vacant lot or other unsupervised place starting between the hours of ten p.m. to five a.m. Sunday through Thursday and 12:01 a.m. to five a.m. during the following school holidays: summer vacation, Thanksgiving, Christmas, and spring vacation unless such person is accompanied by or in the charge of his parent or other competent and adult person or is upon an emergency errand or legitimate business directed by his/her parent, legal guardian or other adult person having the care and custody of the minor. The curfew will allow for one half hour travel time after the event officially ends to reach the person's primary residence. The starting and ending dates of the above holidays shall be set by the Mayor to conform with established school holidays. The ordinance codified in this section does not prohibit parental consent for attendance at association activities, such as religious or school meetings, organized dances, theater and sporting events, legitimate employment, or travel when reasonable and direct travel as a result of these activities has to be made during a curfew period. Curfew hours may be suspended or altered by the Mayor to permit attendance of or participation in school, community or other group-sponsored activities by minors covered by this chapter. A request of suspension or alteration of curfew shall be at the request of the Chief of Police or his designee.

Amendment of Section 12.50.020. Chapter 12.50, Section. 020, Subsection (A) Section 6. of the Code of Ordinances of the City of Sand Point, Alaska, is hereby amended to read as follows [added language is <u>underlined]</u>:

(A) No parent, legal guardian or other person having custody and control of children under the age of 18 years shall allow such child to go or be upon any street or other places as listed in this chapter at the times specified in § 12.50.010 unless such child is accompanied by his parent or other competent and adult person or is upon an emergency errand or legitimate business directed by his/her parent, legal guardian, or other adult person having the care and custody of the minor.

Section 7. **Effective Date**. This ordinance shall be effective upon adoption.

### PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE SAND POINT CITY COUNCIL THIS 10th DAY OF JANUARY, 2017.

### CITY OF SAND POINT

Glen Gardner, Jr., Mayor

ATTEST:

Shannon Sommer, City Clerk

# **OLD BUSINESS**

None at this time.

# NEW BUSINESS



### Southwest Alaska Economíc Summít & SWAMC Annual Membershíp Meetíng March 2<sup>nd</sup> & 3<sup>rd</sup>, 2017

### Sponsorship Opportunities

**SWAMC celebrates** *Turning Challenge into Opportunity!* To show your support for this accomplishment, we invite you to be a sponsor of the 2017 Southwest Alaska Economic Summit and SWAMC Annual Membership Meeting at the Hotel Captain Cook in Anchorage. Sponsors receive honorable mention during conference proceedings, acknowledgement on printed materials and highlighted on SWAMC Honor Roll affixed to the head table, in addition to promotion on our website and numerous newsletters before and after the events. Sponsorships are marketing opportunities to advertise and build name recognition in Southwest Alaska communities. To reserve a sponsorship, call SWAMC at (907) 562-7380 or complete the information below and email to <u>dgriffin@swamc.org</u>.

Yes, I would like to be a Sponsor of the 2017 Southwest Alaska Economic Summit and SWAMC Annual Membership Meeting (please check box below):

Skipper (Gold Partner)	\$5,000	3 Sponsorships Availa	
<b>First Mate</b> (Silver Partner)	\$3,500	6 Sponsorships Availa	
Deck Master (Bronze Partner)     Deck Hand (Copper Partner)		<ol> <li>9 Sponsorships Availa</li> <li>12 Sponsorships Avai</li> </ol>	
Coffee Break Sponsor	\$1,500 \$750		
Name:			
Community/Organization:			
Address:			
City:			
Telephone:			
PAYMENT OPTIONS:			
Charge to Credit Card:			
□ Visa □ MasterCard			
Card Number:		Exp. Date:	
Name as it appears on card:			
Signature:			
OR $\Box$ Check enclosed payable to:			
Southwest Alaska Municipal Conference	2200 Arctic Boulos	ard Suite 202 Anchora	

outhwest Alaska Municipal Conference, 3300 Arctic Boulevard, Suite 203, Anchorage, AK 99503

If you have any questions, please feel free to contact SWAMC at (907) 562-7380.

# PUBLIC COMMENTS

# COUNCIL COMMENTS

# ADJOURNMENT

# FYI



STATEMENT OF ACCOUNT

ACCOUNT 1957756 STATEMENT PERIOD FROM 11-01-16 THROUGH 11-30-16 PAGE 1

CITY OF SAND POINT, ALASKA PO BOX 249 SAND POINT AK 99661-0249

#### You could win one million reward points

Alaska USA's Million Points Mania is back! Every time you use your Alaska USA Platinum Credit Card now through the end of December, you're entered to win. Don't have the card? Apply at alaskausa.org/visa or at any branch.

ACCOUNT SUMMARY				
SHARE ACCOUNTS         10       SHARE SAV         80       CERTIFICATE         81       CERTIFICATE         83       CERTIFICATE         83       CERTIFICATE         TOTAL SHARE ACCOUNTS	DIVIDENDS YEAR-TO-DATE 0.00 1,657.28 1,651.94 830.22	WITHHOLDIN YEAR-TO-DAT 0.0 0.0 0.0 0.0	E         BALANCE           00         0.00           00         202,510.89           00         201,856.74	NEW BALANCE 0.00 202,659.86 202,005.23 200,830.22 605,495.31
SHARE SAV - 10				
Effective Posted TRANSACTION DESCRIPTION PREVIOUS BALANCE NEW BALANCE	AMOUNT	BALANCE 0.00 0.00	EXPANDED TRANSACTIO	N DESCRIPTION
DIVIDEND YEAR TO DATE	0.00			
CERTIFICATE - 80 (MATURITY DATE 12-11-201	6) DIV RATE 0.895%			
EffectivePosted TRANSACTION DESCRIPTION PREVIOUS BALANCE11-3011-30DEPOSIT DIVIDEND 0.895%	<b>AMOUNT</b> 148.97	BALANCE 202510.89 202659.86	EXPANDED TRANSACTIO ANNUAL PERCENTAGE YI 0.90% FROM 11/01/16 THR BASED ON AVERAGE DAIL	ELD EARNED OUGH 11/30/16
NEW BALANCE		202659.86	202,510.89	
DIVIDEND YEAR TO DATE	1657.28			
CERTIFICATE - 81 (MATURITY DATE 04-21-201	7) DIV RATE 0.895%			
Effective Posted TRANSACTION DESCRIPTION PREVIOUS BALANCE	AMOUNT	BALANCE 201856.74	EXPANDED TRANSACTIO	N DESCRIPTION
11-30 11-30 DEPOSIT DIVIDEND 0.895%	148.49	202005.23	ANNUAL PERCENTAGE YI 0.90% FROM 11/01/16 THR BASED ON AVERAGE DAII 201,856.74	OUGH 11/30/16
NEW BALANCE		202005.23	,	
DIVIDEND YEAR TO DATE	1651.94			



### STATEMENT OF ACCOUNT

ACCOUNT	1957756
STATEMENT PERIOD	
FROM	11-01-16
THROUGH	11-30-16
PAGE	2

CERTIF		- 83 (MATURITY DATE 12-15-2017)	DIV RATE 0.895%		
Effective	Postec	I TRANSACTION DESCRIPTION PREVIOUS BALANCE	AMOUNT	BALANCE 200682.59	EXPANDED TRANSACTION DESCRIPTION
11-30	11-30	DEPOSIT DIVIDEND 0.895%	147.63	200830.22	ANNUAL PERCENTAGE YIELD EARNED 0.90% FROM 11/01/16 THROUGH 11/30/16 BASED ON AVERAGE DAILY BALANCE OF 200.682.59
		NEW BALANCE		200830.22	,
		DIVIDEND YEAR TO DATE	830.22		

END OF STATEMENT



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CITY OF SAND POINT, ALASKA PO BOX 249 SAND POINT AK 99661-0249 STATEMENT OF ACCOUNT

ACCOUNT 1957756 STATEMENT PERIOD FROM 12-01-16 THROUGH 12-31-16 PAGE 1

#### **Privacy Notice**

Federal law requires Alaska USA to tell you how the credit union collects, shares, and protects your personal information. Alaska USA s privacy policy has not changed and you may review the policy and practices with respect to your personal information at alaskausa.org/privacy. The Member Service Center will mail you a free copy upon request if you call (800) 525-9094.

Tax Information for Your Account You can view your Alaska USA tax information online with UltraBranch. Simply select the Account Services tab when you log in. Tax Information is archived for up to seven years.

	ACCOUNT SUMMARY						
SHARE AC	CCOUN	ITS	DIVIDENDS YEAR-TO-DATE	WITHHOLDING YEAR-TO-DATE		NEW BALANCE	
10 SHA	ARE SA	V	0.00	0.00		0.00	
	RTIFICA		1,811.35	0.00		202,813.93	
81 CER	RTIFICA	ATE	1,805.49	0.00	202,005.23	202,158.78	
	RTIFICA		982.88	0.00	200,830.22	200,982.88	
ТОТ	FAL SH	ARE ACCOUNTS				605,955.59	
SHARE S	SAV - 1	10					
Effective	Postec	TRANSACTION DESCRIPTION PREVIOUS BALANCE NEW BALANCE	AMOUNT	BALANCE 0.00 0.00	EXPANDED TRANSACTIO	N DESCRIPTION	
		DIVIDEND YEAR TO DATE	0.00				
CERTIFIC		- 80 (MATURITY DATE 06-11-2018)	DIV RATE 0.895%				
Effective	Postec	TRANSACTION DESCRIPTION	AMOUNT	BALANCE 202659.86	EXPANDED TRANSACTIO	N DESCRIPTION	
12-11	12-11	DEPOSIT DIVIDEND 0.895%	49.69	202709.55	ANNUAL PERCENTAGE Y 0.90% FROM 12/01/16 THF BASED ON AVERAGE DAI 202,659.86	ROUGH 12/10/16	
12-11	12-11	RENEWED AT 0.895% TO MATURE 06/1	1/18		- ,		
12-31	12-31	DEPOSIT DIVIDEND 0.895%	104.38	202813.93	ANNUAL PERCENTAGE Y 0.90% FROM 12/11/16 THF BASED ON AVERAGE DAI 202,709.55	ROUGH 12/31/16	
		NEW BALANCE		202813.93			
		DIVIDEND YEAR TO DATE	1811.35				



### STATEMENT OF ACCOUNT

ACCOUNT	1957756
STATEMENT PERIOD	
FROM	12-01-16
THROUGH	12-31-16
PAGE	2

CERTIFI	CATE	81 (MATURITY DATE 04-21-2017)	DIV RATE 0.895%		
Effective	Posted	I TRANSACTION DESCRIPTION PREVIOUS BALANCE	AMOUNT	BALANCE 202005.23	EXPANDED TRANSACTION DESCRIPTION
12-31	12-31	DEPOSIT DIVIDEND 0.895%	153.55	202003.23 202158.78	ANNUAL PERCENTAGE YIELD EARNED 0.90% FROM 12/01/16 THROUGH 12/31/16 BASED ON AVERAGE DAILY BALANCE OF 202.005.23
		NEW BALANCE		202158.78	
		DIVIDEND YEAR TO DATE	1805.49		
CERTIFI		83 (MATURITY DATE 12-15-2017)	DIV RATE 0.895%		
Effective	Posted	I TRANSACTION DESCRIPTION PREVIOUS BALANCE	AMOUNT	BALANCE 200830.22	EXPANDED TRANSACTION DESCRIPTION
12-31	12-31	DEPOSIT DIVIDEND 0.895%	152.66	200982.88	ANNUAL PERCENTAGE YIELD EARNED 0.90% FROM 12/01/16 THROUGH 12/31/16 BASED ON AVERAGE DAILY BALANCE OF 200.830.22
		NEW BALANCE		200982.88	200,000.22
		DIVIDEND YEAR TO DATE	982.88		

END OF STATEMENT



December 28, 2016

### **CITY OF SAND POINT ANNEXATION**

### **REPLY BRIEF**

The City of Sand Point received three public comments in response to the annexation petition. Two were received before the public comment period deadline expired on December 7, 2016, while one comment was allowed by the Commission after the comment period had ended. One of the commenters (Hemenover) deemed their comment a "responsive brief," and as such the City responded to them directly during the reply brief period.

We will respond to the comments in the order that they were received.

### Hemenovers, Pirate Cove (received November 23, 2016)

The commenter's assertion that annexation "opens the door" to a property tax in the territory is unfounded. The City of Sand Point does not currently levy a property tax, and there has been no discussion at any City level of recommending a property tax associated with the proposed annexation. The vast majority of rural and off-road Alaska communities do not levy a property tax, and we have found no historical evidence that suggests one is likely to be considered for Sand Point in the future. The most current Community Comprehensive Plan from 1994 (due for an update in 2017) makes no mention of a property tax. Likewise, there have been no official statements of increasing the city sales tax (currently at 4%) due to annexation. The commenter is correct that the primary taxation concern of the annexation proposal is related to the raw fish tax, but that again is not going to increase due to the annexation, and it is a tax that any fisherman would be paying regardless of whether the annexation passes or not.

The Hemenovers, like anyone else, are paying a sales tax on any applicable sales transactions they make in Sand Point, and that will remain unchanged. That tax in part is used to fund city services such as street and facility maintenance, public safety, and parks and recreation. The Hemenovers and any other visitors to Sand Point can enjoy those services, just as visitors to Kodiak, Homer, or any other city that levies a sales tax can enjoy. A sales tax does not equate to the provision of utility services. A practical expectation can be made that the City will continue to provide emergency service response capabilities to an area such as Pirate Cove- again, as much as is reasonable- but without a true overland connector such as a road over Popof Island, it is not realistic to assume that police services and water and sewer lines would extend all over the island. Moreover, the largest land owners potentially to be affected by the proposed annexation would likely be the Shumagin Corporation, the village corporation and surface owners of Popof Island. They have offered no objection to the annexation petition.

Finally, we take all commenter's concerns into serious consideration, but it is worth noting that Mr. Hemenover owes the City of Sand Point more than \$14,000 in uncollected harbor fees.

#### \*\*\*\*\*\*

## Unga Corporation, Sand Point (received December 6, 2016)

The Unga Corporation is concerned about the effects of annexation on the eastern portion of Unga Island. The City has made clear to Unga Corp representatives on several occasions that the proposed annexation does not include any portion of the island; it only seeks to incorporate the area of water *between* Unga Island and Popof Island, where Sand Point is located.

The Corporation is concerned that annexation "will hinder future economic development and future generational use on Unga Island and its surrounding area." This assertion is speculative and without basis as the current city boundaries already border a large portion of the northeast section of Unga Island, with no documented detrimental effect on the Corporation's ability to foster economic development and use on the island.

The City is not attempting to annex "an entire geographical region," as the commenter asserts. Sand Point is located within the Aleutians East Borough (AEB), and the Borough is the "region" for this part of the state. This annexation is only attempting to carve out a relatively small portion of the AEB; we are not seeking to divide the AEB into two boroughs.

Finally, according to the latest data from the State of Alaska Department of Labor and the Department of Commerce, Community and Economic Development- Division of Community & Regional Affairs, the 2015 population of both Unga Village and Squaw Harbor was 0. There was also no data for either community from the 2010 U.S. Census. If there are residents living on Unga Island the City is more than happy to speak to them and discuss their concerns related to the petition.

### \*\*\*\*\*\*

### Amy Foster, Sand Point (received December 8, 2016)

The commenter's main objection is that the proposed area is too large "to annex for the purposes of taxation of raw fish." True, one of the City's goals in pursuing the annexation is to recover additional fish tax dollars in an expanded fishing district, and the reasons for doing so are outlined in the petition. Countless Alaskan communities have employed annexation as a form of revenue generation, including the two most recent cases of Dillingham and Manokotak approved by the LBC. As state government revenues shrink- thus affecting the support programs that used to go directly to communities (such as revenue sharing)- local governments must look to more *localized* revenue sources to provide services. In Sand Point's case that revenue source is predominantly fish, and in the proposed territory fishing boats and other vessels that traverse those waters use city services in the form of the harbor, the city dock, the health clinic, landfill, public safety, and more. The primary users of those waters- whether Sand Point residents or visitors- rely on municipal services, and capturing more revenue helps to enhance those services.

The expansion area in question (245 square miles) is comparable or even smaller than the areas of Yakutat, Unalaska, St. Paul and Togiak, in addition to the Bristol Bay Borough; all communities with

similar or smaller populations than Sand Point. The aforementioned communities have larger boundaries to incorporate more opportunities for revenues, among many reasons, and water is often a large percentage of these areas. The scope to expand services to a body of water is limited. There is obviously no population living on the water, of course, but the resources that these communities, as well as Sand Point, depend on are located in these waters. Thus, often the users and harvesters of these resources live and work in Sand Point.

The City has responded to emergencies in the proposed territory for many years, and incorporating that area into city boundaries will help justify expending municipal resources in that territory. Mrs. Foster has some trepidation with the size of proposed area of annexation, and the City Administrator has spoken to her on a few occasions and taken her concerns into consideration when working on the petition. However, residents should not see diminished services due to an enlargement of City boundaries. The intent of the annexation is for new revenue to enhance the public services the City already offers, and to use those resources to plan for possible new development on Popof Island.

### October 4, 2016

LBC accepts petition for filing.

### October 5, 2016

Staff publishes public notice of filing the petition in the *ADN*. Public comment on petition starts. Publication repeated on October 12 and 19, 2016.

### October 28, 2016

Staff publishes public notice of filing the petition in In the Loop.

### December 7, 2016 (Public comment period lasts 63 days)

Department must receive public comments and/or responsive briefs by 4:30 p.m.

### December 28, 2016 (Three weeks to file reply brief)

Deadline for department to receive petitioner's reply brief.

### March 8, 2017 (70 days to write preliminary report)

Staff will consider comments and briefs in preliminary report and mail preliminary report. Public comment on preliminary report begins on the date report is mailed.

### April 12, 2017 (Lasts for 35 days)

Public comment period for preliminary report ends.

### May 10, 2017

LBC publishes public hearing notice (at least **30 days** before hearing). Staff also provides notice through other means designed to reach the public.

### May 24, 2017 (42 days to write final report)

LBC staff mails final report (must precede the hearing by at least 21 days).

### June 21, 2017 (28 days after staff mails final report)

LBC holds a public hearing and a decisional meeting. The LBC must hold a decisional meeting within 90 days of the hearing, but can immediately follow it.

### July 12, 2017

LBC meets to approve or amend draft written decision.

# July 21, 2017 (Or before—deadline for LBC to issue written decision; must be issued within 30 days after decisional meeting)

**18 day** period for public to request reconsideration of decision starts. LBC has **30 days** to reconsider on its own motion. If reconsideration granted, then petitioner or respondent has **10 days** to file a brief.

### January 16, 2018

2018 Regular Session of the Alaska Legislature starts. If that LBC approves the petition, it will present its decision to the Legislature within the first 10 days of a regular session. If the Legislature does not disapprove the petition, the proposed boundary change takes effect in 45 days.



# EXHIBIT A

# TASK ORDER FORM

This Task Order No. Option 1+ ("Task Order"), with an effective date of 21 November 2016, is issued under the Master Design Engineering Services Agreement ("Agreement") dated 01 July, 2012 by and between The City of Sand Point ("Client") and URS Alaska LLC, an Alaska Corporation. ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

The Parties agree as follows:

- 1. Upon execution by the Parties, this Task Order is hereby incorporated by reference into the Agreement.
- 2. The following Attachments are hereby incorporated into this Task Order by reference:

Attachment 1Task Order Services, Schedule and DeliverablesAttachment 2Task Order Compensation

3. **Project Managers** The respective project managers of the Parties shall be (please print) and are to be included in any Notice under Article 4 of the Agreement as it relates to this Task Order:

#### AECOM:

Name	Laura Young
Title	Alaska Operations Manager
Address	700 G Street Suite 500, Anchorage, AK 99501
Phone Number	907-261-9704
Email Address	Laura.young@aecom.com

#### Client:

Name	Andy Varner
Title	City Administrator
Address	3380 C Street Suite 205, Anchorage, AK 99503
Phone Number	907-274-7561
Email Address	avarner@sandpointak.org



AECOM Project Name: Sand Point SBH Design AECOM Project No.: 60415769 MDESA Task Order No.: Option 1+ City of Sand Point 21 November 2016

AECOM: URS Alaska LLC

Signature

CLIENT: The City of Sand Point

Signature

Laura Young Printed Name

Alaska Operations Manager Printed Title

Address 700 G Street Suite 500 Anchorage, AK 99501 Andy Varner Printed Name

City Administrator Printed Title

Address 3380 C Street Suite 205 Anchorage, AK 99503

(End of page)

Master Design Engineering Services Agreement (09-29-2014)



AECOM Project Number: 60415769 AECOM Project Name: Sand Point SBH Design \_ MDESA Task Order No.: Option 1+

### Attachment 1

### Task Order Services, Schedule and Deliverables

#### Services:

Trip to Sand Point for one AECOM staff menber to meet with the City Council and perform a planning workshop.

### 1. <u>Schedule</u>:

Services tentatively scheduled for January-February 2017

#### 2. <u>Deliverables</u>:

Meeting with City Council and planning workshop. Meeting notes. Workshop report.

### 3. Task Order Special Terms and Conditions Only Applicable to this Task Order:

#### None

(End of page)

Master Design Engineering Services Agreement (09-29-2014)



AECOM Project Number: 60415769 AECOM Project Name: Sand Point SBH Design MDESA Task Order No.: Option 1+\_

#### Attachment 2

#### Task Order Compensation and Payment

- 1. **COMPENSATION** The Services set forth in **EXHIBIT A** will be performed on the following basis:
- [] Time & Material See Section 2.1 for Hourly Labor Rates
- [X] Time and Materials with a Not-to-Exceed ("NTE") amount of \$3,738. The Hourly Labor Rates (<u>if</u> <u>applicable</u>) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.
- [] Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount	
	\$	

[] Cost Plus Fixed Fee: [Cost \$ and Fee \$]

[] Other:

2. RATE SCHEDULE Compensation shall be based on the following Hourly Labor Rate Schedule:

#### 2.1 HOURLY LABOR RATE SCHEDULE

Jon Isaacs	\$261.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

2.2 **OTHER HOURLY LABOR RATE CATAGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

Sand Point SBH Design AECOM Project: 60415769 Task Order: Option 1+ Fee Estimate as of 15 November 2016

			Total Fee:	\$3,738
	Hours	Rate	Labor	ODC
Jon Isaacs	8	\$261	\$2,088	
Airfare				\$1,100
Lodging				\$275
Shuttle				\$110
Meals/Sundries				\$165
Totals	8		\$2,088	\$1,650



AECOM Project Name: Sand Point SBH Design AECOM Project No.: 60415769 MDESA Task Order No.: Option 1+ City of Sand Point 21 November 2016

2.3 **ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

**3. REIMBURSABLE EXPENSES** Reimbursable expenses are actual expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services and will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

4. **DELAY** To the extent not the fault of AECOM, if the Project Schedule is extended or delayed, or if the orderly and continuous progress of the Services is impaired, then an equitable adjustment shall be made to this Agreement.

5. CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Compensation and/or terms and conditions. The Parties shall effect such change through the use of a change order ("Change Order") using the format set forth in EXHIBIT C, incorporated herein by reference.

6. **INVOICING** AECOM may invoice Client on a monthly or other progress-billing basis as set forth herein. If Client disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the reason for Client's objection within 10 days of receipt of invoice, setting forth the basis for such dispute with specificity and shall pay the undisputed portion of the invoice consistent with the requirements of this Agreement.

#### 7. PAYMENT

7.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

7.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

7.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

7.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

7.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

7.6 Client shall make payments to AECOM using one of the following methods:

7.5.1 AECOM LOCKBOX:

Master Design Engineering Services Agreement (09-29-2014)



AECOM Technical Services, Inc. 1178 Paysphere Circle Chicago, IL 60674

#### 7.5.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT INFORMATION:

Account Name: AECOM Technical Services, Inc. Bank Name: Bank of America Address1: Building D Address2: 2000 Clayton Road City/State/Zip: Concord, CA 94520-2425 Account Number: 5800937020 ABA Routing Number: 071000039

7.5.3 WIRE TRANSFER INFORMATION

Account Name: AECOM Technical Services, Inc. Bank Name: Bank of America Address: 100 West 33rd St City/State/Zip: New York, NY 10001 Account Number: 5800937020 ABA Routing Number: 026009593 SWIFT Code: BOFAUS3N

7.5.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at cashappsremittance@aecom.com

(end of page)

Master Design Engineering Services Agreement (09-29-2014)

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November 29, 2016

Chairman Dan Hull North Pacific Fishery Management Council Email to <u>npfmc.comments@noaa.gov</u>

Re: Comment on Agenda Item C-10 - Gulf of Alaska Trawl Bycatch Management

Chairman Hull,

The City of Sand Point, one of six communities of the Aleutians East Borough, is dependent on local state and federal fisheries to be able to provide services to residents including fishermen. These fisheries are critical to our local economy, and are a major contributor to the fiscal well-being of the State of Alaska. Keeping our local fisheries viable and accessible to our future generations is a top priority for the City.

We understand the Council's Gulf of Alaska Trawl Bycatch Management analysis is important to the fishery participants and fishery resource. However, after following this issue for several years and after many discussions with our local fishermen, we have come to the realization that none of the program's alternatives will satisfy our goals for this community. At this time we prefer Alternative 1, the 'no action' alternative, with some minor adjustments that our fishermen have suggested over the years. Some suggested changes that could help achieve some of the goals of the program include:

- Amend the season start date
- Make adjustments to the Steller sea lion closures
- Increase the apportionment from the fall season to the A & B seasons

We believe these modifications, suggested over the years by Western Gulf fishermen, could go a long way to achieving some of the goals of the program, including decreasing bycatch. In addition to the above changes, we would support an amendment that would provide increased flexibility within the Chinook bycatch cap.

We believe the drawbacks with the other alternatives outweigh any benefits, making some sort of 'modified status quo' the only alternative that will adequately protect our community, including current and future fishermen, while promoting the good stewardship of the fishery resource.

Thank you for the opportunity to comment.

Sincerely

Gen Gardner g.

Glen Gardner, Jr.

Mayor

# SPACE AND POWER COLLOCATION AGREEMENT

THIS SPACE AND POWER COLLOCATION AGREEMENT ("Agreement") is made effective as of \_\_\_\_\_\_, 201\_\_\_ ("Effective Date"), between \_\_\_\_\_\_, a \_\_\_\_\_[limited liability company / sole proprietorship /corporation] ("Landlord") organized and existing under the laws of \_\_\_\_\_\_ with its head office located at \_\_\_\_\_\_ [address] and GCI Communication Corp., 2550 Denali Street, Suite 1000, Anchorage, AK 99503-2751, an Alaska corporation, on its own behalf and on behalf of its telecommunications affiliates (collectively, "Tenant") (each a "Party" and collectively, the "Parties").

# 1. PREMISES AND AUTHORIZED USES

Landlord Agreements to Tenant the following premises ("Premises"): \_\_\_\_\_\_[LIST OUT SPECIFIC DETAILS ABOUT THE SPACE INCLUDING THE SITE ADDRESS, LOCATION OF THE ANTENNA, BUILDING NUMBER, FLOOR NUMBER, ROOM NUMBER, AND SIZE OF SPACE, ETC.]. Tenant may construct, maintain, and operate a technical facility and related communications equipment at the Premises in conjunction with Tenant's operation as a communications provider. The Premises must be appropriate and adequate as determined by Tenant. If no such space is provided by Landlord, this Agreement will be deemed void *ab initio*. Landlord may change the location of the Premises upon 60 days' written notice and provided that the new location is appropriate and adequate as determined by Tenant in moving to the new Premises.

Tenant will have the right to reasonable access to operate and maintain this equipment, and all replacement equipment thereto 24 hours a day/ 7 days a week. All such equipment must be compatible with and not adversely impact the operation and maintenance of Landlord's equipment, or the equipment of any other Party authorized to use Landlord's facility.

# 2. TERM AND LICENSE

The initial term of this Agreement is 4 years ("Term"), commencing as of \_\_\_\_\_\_\_with 4, 5 - year extensions (individually, an "Extension" and collectively, the "Extensions") at the sole option of Tenant, so long as Tenant is not in violation of any terms or conditions as set forth in this Agreement. The Extensions will be automatic unless (a) Tenant notifies Landlord at least 30 days prior to the expiration of the then-current term of its intent not to renew this Agreement or (b) Landlord notifies Tenant in writing of a default, and Tenant fails to timely cure that default in accordance with Section 13. At the conclusion of the final Extension, this Agreement will continue year-to-year (individually, an "Annual Extension" and collectively, the "Annual Extensions") unless either Party has given notice of termination no later than 30 days before the expiration of the final Extension.

# 3. SPACE AND POWER CHARGES

The charge for the Premises will be \_\_\_\_\_\_Dollars (\$\_\_\_\_) per month, payable on the 1st day of each month to cover the space, power, and heat needed for collocating. Payment may be made by check, bank draft, or money order made payable to Landlord. All unpaid charges and fees will accrue interest at 5 percent per annum beginning 30 days after payment is due.

# 4. FIXTURES AND IMPROVEMENTS

The equipment to be installed upon execution of this Agreement is listed in Exhibit A of this Agreement. At no additional charge, Tenant may operate, maintain and replace equipment at the Premises so long as the size of Tenant's Premises is not increased thereby. Any construction on the Premises must be neat, presentable, and compatible with its use and surroundings. Tenant will have the right to remove all fixtures, structures and improvements it makes to the Premises upon termination of this Agreement.

Within 180 days after the end of this Agreement, improvements and personal property must be:

- removed by Tenant if required by Landlord; or
- with Landlord's consent, be sold to the succeeding Tenant; or
- abandoned on the Premises.

Landlord may grant additional time for the removal of improvements if hardship is established by Tenant. At the end of this Agreement, Tenant must peaceably and quietly vacate the Premises and return possession to Landlord. The Premises must be left in a clean, neat and presentable condition, at least as good as existed at the commencement of the Agreement, normal wear and tear excepted. If Tenant causes any abnormal wear and tear or abuse of or to the Premises, Tenant shall, at its expense and upon demand by Landlord, immediately eliminate such abnormal wear and tear or abuse or waste and pay for the restoration of the affected area(s) to a commercially reasonable equivalent condition to the Premises' condition at the commencement of this Agreement.

# 5. RADIO OR ELECTRONIC INTERFERENCE

In the event of radio frequency or other electronic interference, the Parties agree to work cooperatively to find a mutually satisfactory solution to any interference problem. In the event the problem cannot be resolved, regardless of whether or not the source of the problem can be determined, Tenant will have the right to remove its equipment causing the interference upon 60 days' prior written notice and/or cancel this Agreement.

# 6. **DESTRUCTION OF PREMISES**

If the Premises become unusable due to flood, fire, or other unavoidable cause, Landlord is not obligated to repair or restore the Premises. Tenant's sole remedy is to terminate the Agreement.

# 7. MUTUAL INDEMNITY

Each Party will indemnify the other from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorney's fees) to third parties caused by negligence or misconduct by the indemnifying Party, its agents, employees, or contractors in the performance of this Agreement. In addition, the indemnifying Party will, to the extent of its negligence or misconduct, defend any action or suit brought by a third party against the indemnified Party for any loss, cost, claim, liability, damage, or expense caused by the indemnifying Party's negligence or misconduct, its employees, agents, or contractors, in the performance of this Agreement. No Party will have the duty to indemnify another to the extent of the other Party's own negligence or misconduct.

# 8. INSURANCE

Tenant and Landlord each must, at its own expense, maintain and keep in force during the term of this agreement, adequate insurance with an insurance company registered to do business in Alaska, to protect themselves and their respective agents against comprehensive public liability, and property damage. This insurance must have a combined single limit coverage for bodily injury, including death, and property damage in the amount of at least \$1,000,000.00 per occurrence. Tenant will also insure itself and its property from casualty loss. All liability insurance must name the other Party as an additional insured Party, and all insurance obtained pursuant to this Section must contain a waiver of subrogation endorsement, as required by Section 10, and provide that the other Party must be notified at least 30 days prior to any termination or cancellation that adversely affects the other Party in such insurance coverage.

Each Party must provide the other with certificates of insurance coverage required by this Agreement within 30 days of signing this Agreement.

The Parties may self-insure against the risks undertaken herein, with the same coverage limits required of the commercial policies referred to above. Upon request, each Party must provide the other with a statement that it is self-insuring against these risks and that adequate financial resources are reserved for this purpose.

# 9. WAIVER OF SUBROGATION

To the extent it does not void either Party's insurance coverage, the Parties release each other and their respective authorized representatives, from any claims for damage to any person or to the Premises and to the fixtures and personal property that are caused by or result from risks insured against under any insurance policies carried by the Parties and in force at the time of any such damage. If available, each Party must cause each insurance policy obtained by it to provide that the insurance carrier waives all right of recovery by way of subrogation against either Party in connection with any damage covered by any policy.

# 10. TAXES AND ASSESSMENTS

Tenant will not be liable for payment of any real and personal property taxes or assessments that may be levied on the Premises or on Landlord's fixtures, improvements, equipment, or other property on the Premises not belonging to Tenant. Tenant must pay any sales tax due on any payment made under this Agreement.

# 11. ASSIGNMENT, SALE AND SUBLEASE

The Parties may not sell or assign this Lease without the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except Tenant may assign this Agreement to a Tenant's parent, subsidiary, or affiliate under common control without Landlord's consent. Tenant may execute space and power and collocation agreements anywhere within the Premises, including Tenant's tower if one is built. Tenant's sublessee(s) will be entitled to the same rights and privileges as Tenant. Landlord retains exclusive right to lease ground space adjacent to the Premises to other carriers and tenants. Landlord may not sell or assign this Lease to a party that is not the legal owner of the Premises without the written consent of Tenant, which consent may be withheld at Tenant's sole discretion.

# 12. CANCELLATION

Landlord may cancel this Agreement and recover possession of the Premises by giving Tenant 30 days' prior written notice, upon the happening of any of the events listed below, that are not cured within the 30 day notice period:

- a. Tenant's failure to pay when due the rents or fees specified in this Agreement, including any increases made pursuant to this Agreement.
- b. The return for insufficient funds of checks for payment of rents or fees.
- c. The use of the Premises by Tenant for any purpose not authorized by this Agreement.
- d. The appointment of a trustee or receiver for the Tenant's assets in a proceeding brought by or against the Tenant.
- e. The failure of Tenant to perform any provision or covenant in this Agreement. If such provision or covenant is not possible to perform within such 30 day cure period, Tenant shall not be in default under this Agreement if it has promptly commenced and is diligently pursing the cure thereof.

Tenant may cancel this Agreement with 30 days' written notice if (a) for any reason the Premises become unsuitable for its communications purposes, (b) the appointment of a trustee or receiver for the Landlord's assets in a proceeding brought by or against Landlord, or (c) the failure of Landlord to perform any provision or covenant in this Agreement. If such provision or covenant is not possible to perform within such 30 day cure period, Landlord shall not be in default under this Agreement if it has promptly commenced and is diligently pursing the cure thereof.

13. <u>NOTICES</u> Any notices to be given under this Agreement by either Party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, to the recipient at the address indicated below:

Landlord:	Tenant:
[Company Name]	GCI Communication Corp.
Attn: [First, Last & Title]	Attn.: Rachelle A. Alger, Contracts Administrator
[Address]	2550 Denali Street, Suite 1000
[City, State, Zip]	Anchorage, AK 99503
Telephone:	Telephone: 907-868-5771
Email:	Email: raalger@gci.com
With a copy of legal notices to:	With a copy of legal notices to:
[Company Name]	GCI Communication Corp.
Attn: [Title]	Attn: Corporate Counsel
[Address]	2550 Denali St., Suite 1000
[City, State, Zip]	Anchorage, AK 99503

or such other address or to the attention of such other person as the recipient Party may specify by prior written notice to the sending Party. Such notice will be effective as of the date of its receipt. Unless specified otherwise in writing, the primary contacts for Landlord and Tenant will be:

Landlord Contact:	Tenant Contact:
[First, Last & Title]	[First, Last & Title]
[Address]	[Address]
[City, State, Zip]	[City, State, Zip]
Telephone:	Telephone:
Mobile:	Mobile:
Email:	Email:

### 14. CONDEMNATION

If the whole of the Premises or such portion thereof as may be required for its reasonable use, is taken by virtue of any condemnation or eminent domain proceeding, this Agreement will automatically terminate as of the date of the condemnation, or as of the date possession is taken by the condemning authority, whichever is later. The charges will be apportioned as of the date of the end of possession. In case of the taking of a non-material (in Tenant's reasonable opinion) part of the Premises not required by reasonable use of the Premises, then this Agreement will continue in full force and effect and the charges will be equitably reduced based upon the proportion by which the rentable area of the Premises is reduced. This reduction will be effective on the date of the partial taking.

# 15. DISPUTES

In any disputes between the Parties, the laws of the State of Alaska will govern. Any lawsuit must be brought in the courts of the State of Alaska. Either Party may request a mediation of any unresolved dispute. Tenant agrees to notify Landlord of any claim, demand, or lawsuit arising out of Tenant's occupation or use of the Premises. Upon Landlord's request, Tenant will reasonably cooperate and assist in the investigation and litigation of any claim, demand, or lawsuit affecting the Premises.

# 16. NO WAIVER; CONSENTS

The failure of a Party to insist upon the strict performance of any provision in this Agreement may not be considered as a waiver or relinquishment of that provision for the future. The waiver of any provision or covenant in this Agreement cannot be enforced or relied upon unless the waiver is in writing and executed by the Party waiving such provision. Whenever consent by one Party is required in this Agreement, the granting of such consent in any one instance will not constitute continuing consent to subsequent instances where such consent is required.

# 17. VALIDITY OF PARTS

If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, the remaining covenants and provisions will continue in full force.

# 18. QUIET ENJOYMENT; ACCESS

So long as Tenant is not in breach of this Agreement, it shall have the right of quiet enjoyment of the Premises for the Term and all Extensions thereof, regardless of any sale, transfer, assignment or foreclosure of the Premises. This Agreement shall be binding on each Party's successors and assigns. Under no circumstances shall Tenant be prevented or delayed from accessing its equipment during the Term and all Extensions, twenty-four hours a day, seven days a week.

# 19. BINDING AGREEMENT; AMENDMENTS; COUNTERPARTS

This Agreement shall be binding upon each Party's heirs, representatives, executors, successors and assigns. This Agreement may only be amended in writing, and such amendment shall be signed by authorized representatives of both Parties. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and both of which, collectively, taken together shall constitute one and the same Agreement. Delivery of an executed counterpart by electronic transmission email or fax shall be as effective as physical delivery of an executed counterpart.

# 20. NON-DISCLOSURE AGREEMENT

Neither Party shall disclose the terms and conditions of this Agreement, including the rent due hereunder, outside its organization, except Tenant may disclose this Lease with potential sublessees who have submitted a collocation application; prior to disclosure Tenant will redact financial information and any other sensitive materials that will not pertain to a sublessee.

# [END OF SECTIONS AND TEXT]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

# GCI COMMUNICATION CORP.

By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

# <u>EXHIBIT A</u> (List of Telecommunications Equipment Initially Installed)

GCI Contract #\_\_\_\_ November 6, 2014 Version

From:	Jennifer Harrison
To:	Brant Mursch; Edgar Smith; Layton J. Lockett (llockett@adak-ak.gov); Andy Varner (avarner@sandpointak.org);
	joe.bereskin@akutanak.us; Angela Simpson; atc@arctic.net
Subject:	Update - Village Built Clinic Leases
Date:	Thursday, December 15, 2016 10:58:30 AM

#### Dear Clinic Landlords,

I just wanted to let you know that the Indian Health Service came back to the Alaska Native Health Board today with many revisions to ANHB's proposed revised clinic lease agreement. I am still trying to get a copy of I.H.S.'s version. Depending on those revisions, it may or may not affect the way that the VBC Committee was proposing to ANHB to divide up the \$9 million increase in funds.

Due to the multiple revisions received back from I.H.S., the ANHB has tabled further discussion until the ANHB Mega Meeting in Juneau on February 7-9th to give the attorneys time to digest the proposed changes and prepare to explain the differences and possible strategies to the ANHB.

I continue to watch this issue closely and strongly advocate for huge increases to our clinics that currently receive I.H.S. funds and for I.H.S. to recognize that Adak and Cold Bay are also I.H.S. clinics that serve I.H.S. beneficiaries and therefore should be included.

Jennifer Harrison CEO / Eastern Aleutian Tribes / Anchorage Office 3380 'C' Street, Suite 100 Anchorage, AK 99503 Office: 907-277-1440, ext. 510 / Toll Free: 1-866-328-4911 / Fax: 907-277-1446

"Working Together to Promote Healthy Communities" This email & attachments, if included are confidential. If you are not the intended recipient, please reply to the sender immediately to prevent future email transmissions. Then delete this message from your email system

Please don't print this e-mail unless you really need to, save energy, save a tree.



3 year accreditation in Ambulatory & Behavioral Care & as a Primary Care Medical Home (PCMH) (2012)