City of Sand Point Council Meeting



Workshop: Tuesday, September 8, 2015 – 2:00 p.m.

Meeting: Tuesday, September 8, 2015 – 7:00 p.m.

CALL TO ORDER

ROLL CALL

MAYOR

CITY OF SAND POINT

(packet will be available on website September 4, 2015 www.sandpointak.com)

Mayor Glen Gardner Jr. - Office Exp. 2017

COUNCIL MEMBERS

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



SAND POINT CITY COUNCIL MEETING AGENDA CITY CHAMBERS

Regular Meeting

Tuesday, September 8, 2015 7:00 pm

CALL TO ORDER ROLL CALL APPROVAL OF AGENDA CONSENT AGENDA:

1. Minutes: Minutes of Regular Meeting on August 11, 2015

REPORTS:

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

HEARINGS, ORDINANCES AND RESOLUTIONS:

1. Resolution 15-14: Appointing Election Judges

OLD BUSINESS:

NEW BUSINESS

- 1. QTT Environmental Dept. Donation Request
- 2. 2016 Close Up Donation Request
- 3. Building Permit: AHA Duplex

PUBLIC COMMENTS COUNCIL COMMENTS ADJOURNMENT

CALL TO ORDER:

The regular meeting of the Sand Point City Council was held Tuesday, August 11, 2015, in the Sand Point Council Chambers. Mayor Glen Gardner, Jr. called the meeting to order at 7:05 p.m.

ROLL CALL:

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

A quorum was established.

Staff in attendance:

Andy Varner, Administrator Shannon Sommer, City Clerk John Lucking, Jr., Manager of Public Safety David Stokes, Public Works Director Richard Kochuten, Sr., Harbor Master

APPROVAL OF AGENDA:

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

MOTION: Councilperson Marita Gundersen made a motion to adopt the agenda with the addition of the Silver Salmon Derby Donation Request.

SECOND: Councilperson Rayette McGlashan seconded the motion.

VOTE: Motion passed unanimously.

APPROVAL OF CONSENT AGENDA:

1. Minutes of July 16, 2015 Meeting Minutes.

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

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

SECOND: Councilperson Marita Gundersen seconded the motion.

VOTE: Motion passed unanimously.

REPORTS:

Finance Officer- Krista Galvin

Finance Officer Krista Galvin reported that for the month of June 2015, we received \$68,319.25 in Raw Fish Tax and \$90,197.01 in Sales Tax. She included a bank balance and expenditure and revenue guidelines.

Administrator - Andy Varner

Administrator Andy Varner reported PND Engineers finished the duel dock concept design; DOT will issue an RFP for design and environmental work this month. Irina Morozova will arrive the next day, to assist with audit prep, Sales Tax compliance with Sand Point Services and AC Value center (liquor). The City will move into an e-billing system with Wells Fargo Bank for utilities and other bills, there will be a slight increase in banks fees for the service. At the end of July, we received our Revenue Sharing payment of \$134,653. He is talking to the retailer and manufacturer of the rubber mulch at the City playground, he documenting Public Works time and equipment hours to remove the steel pieces to determine if more action is needed. The retailer will send a magnetized rake to run through the mulch. We have received the USDA grant for a pre-planning/pre-engineering report for Drinking Water,

Wastewater and Solid Waste. The firm CRW had the best proposal, at \$63,000. The NPFMC is accepting comments on the Gulf trawl bycatch management, it will have a significant impact on Sand Point and King Cove, and he recommends submitting a letter on importance of the resource availability and jobs in this community. He will attend the AML summer meeting in Ketchikan next week; they will speak of Marijuana laws and revenue sharing.

Department of Public Safety - Chief John Lucking, Jr.

Manager of Public Safety John Lucking, Jr. reported he included statistical information in his report; there was a skiff fire in the upland storage area, he thanked Public Works Director Stokes and his crew for their help assisting with the situation.

Councilperson Rayette McGlashan asked if we were any closer to hiring a Fire Chief. Mayor Gardner replied it will be dealt with next month. Councilperson Shirley Brown asked if anything could be done about the recent eagle attack. Manager Lucking replied nothing can be done by the department, but the tree will be cut down at the end of the fishing season.

Public Works Director – David Stokes

Public Works Director David Stokes reported they swept roads twice and graded roads, they worked on the big crusher in the Quarry and little crusher in the shop, they worked in the rock pit and crushed 600 yds, they completed placing the mulch in the playground but had to go back to remove wiring, they fixed a loader tire, they repaired the Euclid Dump truck, they cleared trees for FAA in the back trails and rented the excavator for the job, they worked on the Gehl for the Harbor, they did 3 test holes for AHA for a duplex building, and will demolish the old Fish and Game building the following week.

Landfill

They continue to haul increased garbage, and haul large items/garbage away from dumpsters.

Recycling Center

They continue to stay busy with the increased amount of glass.

Water and Sewer

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

Harbor Master - Richard Kochuten, Sr.

Harbor Master Richard Kochuten Sr. reported electrical parts have been ordered for the Harbor and changed two of the plug-ins. Due to the damages made to the light pole at the dock; they replaced it with whole new one. He stated he spoke with Kirk Ihander who had developed a product to rid of oil spills on the ground, etc. Mr. Ihander will arrive soon with samples; Harbor Master Kochuten is interested to try his samples.

Administrator Varner asked if the boat owners are warned of the dangers of the electricity. Harbor Master Kochuten replied all boat owners must sign an agreement for electricity, the agreement states all fees, etc.

HEARINGS, ORDINANCES, AND RESOLUTIONS: None.

OLD BUSINESS:

1. ATV Code and Helmet Laws Discussion Postponed until Septembers meeting.

NEW BUSINESS:

1. Silver Salmon Derby Donation Request

Councilperson Rayette McGlashan stated this year is the 10th anniversary, and expect another great turn out.

2

Councilperson Shirley Brown asked if the derby solicits from other businesses for donations and what is being done to the money in the bank currently. Councilperson McGlashan replied it is used for supplies, and distributed for donations.

MOTION: Councilperson Marita Gundersen made a motion to approve \$800 to the Silver Salmon Derby.

SECOND: Councilperson Shirley Brown seconded the motion.

VOTE: Motion passed unanimously.

2. General Dynamics Lease

Administrator Varner explained this 5 year lease renewal is related to the department of defense agreement; it is for the structure behind the shop.

MOTION: Councilperson Rayette McGlashan made a motion to renew the General Dynamics Lease.

SECOND: Councilperson Shirley Brown seconded the motion.

VOTE: Motion passed unanimously.

3. Radionuclide Monitoring Station Agreement with U.S. Dept. of Labor

MOTION: Councilperson Rayette McGlashan made a motion to approve the Radionuclide Monitoring Station Agreement with U.S. Dept. of Labor.

SECOND: Councilperson Marita Gundersen seconded the motion.

VOTE: Motion passed unanimously.

4. TelAlaska City Building Cabling Proposal

Mayor Gardner explained the wiring needs to be redone and only located in one city office, instead of scattered in several offices.

MOTION: Councilperson Shirley Brown made a motion to approve the TelAlaska Cable quote.

SECOND: Councilperson Rayette McGlashan seconded the motion.

VOTE: Motion passed unanimously.

PUBLIC COMMENTS: None.

COUNCIL COMMENTS:

Councilperson Shirley Brown asked if there was a plastic bag ban in our ordinances. Mayor Gardner replied we will look into it.

ADJOURNMENT:

MOTION: Councilperson Rayette McGlashan made a motion to adjourn.

SECOND: Councilperson Marita Gundersen seconded the motion.

The meeting adjourned at 7:34 PM.		
	Glen Gardner, Jr., Mayor	
ATTEST:		
Shannon Sommer, City Clerk		

REPORTS

FINANCE OFFICER

RAW FISH AND SALES TAX

Will be available at meeting.

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

	15-16	15-16	JULY	15-16	% of
	YTD Budget	YTD Amt	MTD Amt	YTD Balance	YTD
GENERAL FUND					
LEGISLATIVE	\$138,000.00	\$20,623.86	\$20,623.86	\$117,376.14	14.94%
ADMINISTRATION	\$995,754.00	\$239,216.22	\$239,216.22	\$756,537.78	24.02%
PARKS AND RECREATION	\$28,000.00	\$2,885.91	\$2,885.91	\$25,114.09	10.31%
ANIMAL CONTROL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
PUBLIC SAFETY	\$602,750.00	\$51,259.50	\$51,259.50	\$551,490.50	8.50%
PUBLIC WORKS	\$646,910.00	\$84,542.13	\$84,542.13	\$562,367.87	13.07%
FACILITIES	\$371,850.00	\$20,576.58	\$20,576.58	\$351,273.42	5.53%
Total GENERAL FUND	\$2,783,264.00	\$419,104.20	\$419,104.20	\$2,364,159.80	15.06%
BINGO FUND					
ADMINISTRATION	\$474,100.00	\$4,682.97	\$4,682.97	\$469,417.03	0.99%
Total BINGO FUND	\$474,100.00	\$4,682.97	\$4,682.97	\$469,417.03	0.99%
SILVER SALMON DERBY					
FIRE	\$19,250.00	\$0.00	\$0.00	\$19,250.00	0.00%
Total SILVER SALMON DERBY	\$19,250.00	\$0.00	\$0.00	\$19,250.00	0.00%
CLINIC OPERATIONS/MAINTENANCE					
ADMINISTRATION	\$32,777.00	\$0.00	\$0.00	 	0.00%
Total CLINIC OPERATIONS/MAINTENANCE	\$32,777.00	\$0.00	\$0.00	\$32,777.00	0.00%
WATER/SEWER OPERATIONS					
WATER/SEWER	\$284,600.00	\$18,444.61	\$18,444.61	\$266,155.39	6.48%
Total WATER/SEWER OPERATIONS	\$284,600.00	\$18,444.61	\$18,444.61	\$266,155.39	6.48%
HARBOR/PORT OPERATIONS					
HARBOR	\$557,487.00	\$61,310.46	\$61,310.46	 	11.00%
Total HARBOR/PORT OPERATIONS	\$557,487.00	\$61,310.46	\$61,310.46	\$496,176.54	11.00%
REFUSE COLLECTION					
PUBLIC WORKS	\$156,094.00	\$16,827.67	\$16,827.67	\$139,266.33	10.78%
Total REFUSE COLLECTION	\$156,094.00	\$16,827.67	\$16,827.67	\$139,266.33	10.78%
SCHOOL LOOP ROAD & PAVING PROJ					
ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total SCHOOL LOOP ROAD & PAVING PROJ	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
HARBOR CONSTRUCTION					
HARBOR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total HARBOR CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Report Total	\$4,307,572.00	\$520,369.91	\$520,369.91	\$3,787,202.09	12.08%

CITY OF SAND POINT *Revenue Guideline-Alt Code©

		15-16 YTD Budget	15-16 YTD Amt	JULY MTD Amt	15-16 YTD Balance	% of YTD
GENERAL F	UND					
Active	R 01-022 AK MUNICI LEAGUE INVES	\$0.00	\$19.64	\$19.64	-\$19.64	0.00%
Active	R 01-024 INTEREST INCOME	\$0.00	\$152.10	\$152.10	-\$152.10	0.00%
Active	R 01-051 TRANSFER OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-200 INTEREST/RESTRICTED	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
Active	R 01-202 FINES AND PENALTYS	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	R 01-203 OTHER REVENUE	\$45,000.00	\$8,455.00	\$8,455.00	\$36,545.00	18.79%
Active	R 01-205 4% SALES TAX	\$850,000.00	\$96,793.53	\$96,793.53	\$753,206.47	11.39%
Active	R 01-213 RAW FISH TAX	\$600,000.00	\$68,319.25	\$68,319.25	\$531,680.75	11.39%
Active	R 01-214 FINE-LATE SALES TAX	\$1,000.00	\$1,113.19	\$1,113.19	-\$113.19	111.32%
Active	R 01-217 7% B & B Tax	\$16,500.00	\$442.39	\$442.39	\$16,057.61	2.68%
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 01-229 EASTER EGG HUNT	\$0.00	\$250.00	\$250.00	-\$250.00	0.00%
Active	R 01-230 DONATIONS	\$0.00	\$250.00	\$250.00	-\$250.00	0.00%
Active	R 01-231 INSURANCE REFUND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-232 EMS FUND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-233 BUSINESS LIC. FEE	\$2,500.00	\$0.00	\$0.00	\$2,500.00	0.00%
Active	R 01-234 SB 46 PERS RELIEF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-236 SAND POINT SWEATSHIR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-238 ANCHORAGE OFFICE	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0.00%
Active	R 01-240 GRANT REVENUE RASMU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-241 GRANT REVENUE APEI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-242 ROAD MAINTENANCE REV	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-250 STATE REVENUE SHARIN	\$138,000.00	\$134,653.00	\$134,653.00	\$3,347.00	97.57%
Active	R 01-256 REVENUESTATE OF ALA	\$7,500.00	\$0.00	\$0.00	\$7,500.00	0.00%
Active	R 01-260 STATE BUSINESS LICENS	\$4,600.00	\$0.00	\$0.00	\$4,600.00	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	\$0.00	\$0.00	\$15,000.00	0.00%
Active	R 01-291 BUILDING RENTALS	\$135,000.00	\$12,994.25	\$12,994.25	\$122,005.75	9.63%
Active	R 01-293 LIBRARY GRANT	\$6,650.00	\$0.00	\$0.00	\$6,650.00	0.00%
Active	R 01-297 POLICE MISC REVENUE	\$35,000.00	\$100.00	\$100.00	\$34,900.00	0.29%
Active	R 01-298 EMS MISC REVENUE	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
	Total	\$2,319,250.00	\$323,542.35	\$323,542.35	\$1,995,707.65	13.95%
	Total GENERAL FUND	\$2,319,250.00	\$323,542.35	\$323,542.35	\$1,995,707.65	13.95%
BINGO FUNI	0					
Active	R 02-051 TRANSFER OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 02-052 TRANSFER IN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 02-202 FINES AND PENALTYS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 02-234 SB 46 PERS RELIEF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 02-294 BINGO REVENUE	\$45,000.00	\$513.00	\$513.00	\$44,487.00	1.14%
Active	R 02-295 PULL TAB REVENUE	\$470,000.00	\$15,119.20	\$15,119.20	\$454,880.80	3.22%
Active	R 02-863 CONCESSIONS	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
	Total	\$515,300.00	\$15,632.20	\$15,632.20	\$499,667.80	3.03%
	Total BINGO FUND	\$515,300.00	\$15,632.20	\$15,632.20	\$499,667.80	3.03%
SILVER SAL	MON DERBY					
Active	R 03-004 SILVER SALMON DERBY	\$18,250.00	\$0.00	\$0.00	\$18,250.00	0.00%
Active	R 03-230 DONATIONS	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
ACTIVE	1. 30 200 DOIANTIONO	Ψ1,000.00	ψυ.υυ	ψ0.00	Ψ1,000.00	0.0070

CITY OF SAND POINT *Revenue Guideline-Alt Code©

		15-16	15-16	JULY	15-16	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	YTD
	Total	\$19,250.00	\$0.00	\$0.00	\$19,250.00	0.00%
	Total SILVER SALMON DERBY	\$19,250.00	\$0.00	\$0.00	\$19,250.00	0.00%
CLINIC OPE	RATIONS/MAINTENANCE					
Active	R 10-257 REVENUEFEDERAL GOV	\$32,777.00	\$2,731.39	\$2,731.39	\$30,045.61	8.33%
	Total	\$32,777.00	\$2,731.39	\$2,731.39	\$30,045.61	8.33%
Total Cl	INIC OPERATIONS/MAINTENANCE	\$32,777.00	\$2,731.39	\$2,731.39	\$30,045.61	8.33%
	WER OPERATIONS	ψοΣ,111.00	Ψ2,7 01.00	Ψ2,701.00	φου,υ 10.01	0.0070
WAILIOOLI	VER OF ERAHORO					
Active	R 61-052 TRANSFER IN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 61-202 FINES AND PENALTYS	\$2,000.00	\$388.24	\$388.24	\$1,611.76	19.41%
Active	R 61-203 OTHER REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 61-206 WATER/SEWER REVENUE	\$180,000.00	\$15,527.52	\$15,527.52	\$164,472.48	8.63%
Active	R 61-234 SB 46 PERS RELIEF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	- Total	\$182,000.00	\$15,915.76	\$15,915.76	\$166,084.24	8.74%
To	otal WATER/SEWER OPERATIONS	\$182,000.00	\$15,915.76	\$15,915.76	\$166.084.24	8.74%
	ORT OPERATIONS	Ψ102,000.00	Ψ10,010.10	ψ10,010.10	Ψ100,001.21	0.7 170
Active	R 62-201 INTEREST	\$4,000.00	\$477.30	\$477.30	\$3,522.70	11.93%
Active	R 62-203 OTHER REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 62-210 HARBOR/MOORAGE	\$200,000.00	\$6,008.53	\$6,008.53	\$193,991.47	3.00%
Active	R 62-211 HARBOR/TRAVELLIFT	\$90,000.00	\$5,738.62	\$5,738.62	\$84,261.38	6.38%
Active	R 62-212 BOAT HARBOR/RENTS	\$100,000.00	\$6,840.70	\$6,840.70	\$93,159.30	6.84%
Active	R 62-215 HARBOR/WHARFAGE	\$65,000.00	\$40.00	\$40.00	\$64,960.00	0.06%
Active	R 62-219 HARBOR ELEC SERVICE F	\$8,000.00	\$925.24	\$925.24	\$7,074.76	11.57%
Active	R 62-220 HARBOR/ELEC DEPOSIT	\$2,500.00	\$243.15	\$243.15	\$2,256.85	9.73%
Active	R 62-221 HARBOR/VAN STORAGE	\$18,000.00	\$453.92	\$453.92	\$17,546.08	2.52%
Active	R 62-222 HARBOR/STALL ELECTRIC	\$35,000.00	\$8,865.25	\$8,865.25	\$26,134.75	25.33%
Active	R 62-223 HARBOR/ELECTRICITY	\$4,000.00	\$0.00	\$0.00	\$4,000.00	0.00%
Active	R 62-224 GEARSHED LOCKER REN	\$13,000.00	\$0.00	\$0.00	\$13,000.00	0.00%
Active	R 62-234 SB 46 PERS RELIEF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 62-237 HARBOR STORAGE	\$3,200.00	\$1,001.22	\$1,001.22	\$2,198.78	31.29%
Active	R 62-285 EQUIPMENT RENTAL	\$25,000.00	\$3,298.95	\$3,298.95	\$21,701.05	13.20%
Active	R 62-299 GAIN/LOSS DISPOSITION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
7.04.70	Total	\$567,700.00	\$33,892.88	\$33,892.88	\$533,807.12	5.97%
7	otal HARBOR/PORT OPERATIONS	\$567,700.00	\$33,892.88	\$33,892.88	\$533,807.12	5.97%
REFUSE CO		φοσι, ι σσ.σσ	ψ00,002.00	ψ00,002.00	φοσο,σσ7.12	0.07 70
Active	R 65-051 TRANSFER OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 65-052 TRANSFER IN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 65-202 FINES AND PENALTYS	\$1,200.00	\$256.28	\$256.28	\$943.72	21.36%
Active	R 65-204 REFUSE COLLECTION	\$140,000.00	\$12,428.86	\$12,428.86	\$127,571.14	8.88%
Active	R 65-234 SB 46 PERS RELIEF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total	\$141,200.00	\$12,685.14	\$12,685.14	\$128,514.86	8.98%
	Total REFUSE COLLECTION	\$141,200.00	\$12,685.14	\$12,685.14	\$128,514.86	8.98%
SCHOOL LO	OOP ROAD & PAVING PROJ					
Active	R 70-256 REVENUESTATE OF ALA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 70-262 STATE OF ALASKA/SAND	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
7.0000	Total	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total SCU	OOL LOOP ROAD & PAVING PROJ	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
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CITY OF SAND POINT *Revenue Guideline-Alt Code©

		15-16	15-16	JULY	15-16	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	YTD
HARBOR CO	ONSTRUCTION					
Active	R 79-051 TRANSFER OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 79-256 REVENUESTATE OF ALA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 79-258 REVENUEALEUTIANS EA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total -	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total HARBOR CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Report Total	\$3,777,477.00	\$404,399.72	\$404,399.72	\$3,373,077.28	10.71%

City of Sand Point Bank Balance

Date

		Balar	nce
		D	ate
Bank	Account Number	End of July	9/4/2015
Key Bank	50-20-500-0025757	2,396,361.04	
Wells Fargo - General	4121344139	52456.96	320,633.66
Wells Fargo - Bingo Fund	4121344147	146057.73	160,732.93
Wells Fargo - Silver Salmon Fund	4121344154	19643.5	19,643.50
AlaskaUsa Federal Credit Union CD	1957756	200250.18	200402.4

CITY OF SAND POINT

*Fund Summary - Budget to Actual©

JULY 15-16

	15-16 YTD Budget	JULY MTD Amount	15-16 YTD Amount	15-16 YTD Balance	15-16 % YTD Budget
FUND 01 GENERAL FUN	D				
Revenue	\$2,319,250.00	\$323,542.35	\$323,542.35	\$1,995,707.65	13.95%
Expenditure	\$2,783,264.00	\$419,104.20	\$419,104.20	\$2,364,159.80	15.06%
·	-	-\$95,561.85	-\$95,561.85		
FUND 02 BINGO FUND		****	4.2. ,2.2		
Revenue	\$515,300.00	\$15,632.20	\$15,632.20	\$499,667.80	3.03%
Expenditure	\$474,100.00	\$4,682.97	\$4,682.97	\$469,417.03	0.99%
	-	\$10,949.23	\$10,949.23		
FUND 03 SILVER SALMO	ON DERBY	* -,	, ,,,		
Revenue	\$19,250.00	\$0.00	\$0.00	\$19,250.00	0.00%
Expenditure	\$19,250.00	\$0.00	\$0.00	\$19,250.00	0.00%
		\$0.00	\$0.00		
FUND 10 CLINIC OPERA	TIONS/MAINTENANCE	• • • • • • • • • • • • • • • • • • • •	,		
Revenue	\$32,777.00	\$2,731.39	\$2,731.39	\$30,045.61	8.33%
Expenditure	\$32,777.00	\$0.00	\$0.00	\$32,777.00	0.00%
	_	\$2,731.39	\$2,731.39		
FUND 61 WATER/SEWER	R OPERATIONS		, ,		
Revenue	\$182,000.00	\$15,915.76	\$15,915.76	\$166,084.24	8.74%
Expenditure	\$284,600.00	\$18,444.61	\$18,444.61	\$266,155.39	6.48%
	_	-\$2,528.85	-\$2,528.85		
FUND 62 HARBOR/PORT	OPERATIONS				
Revenue	\$567,700.00	\$33,892.88	\$33,892.88	\$533,807.12	5.97%
Expenditure	\$557,487.00	\$61,310.46	\$61,310.46	\$496,176.54	11.00%
	_	-\$27,417.58	-\$27,417.58		
FUND 65 REFUSE COLL	ECTION				
Revenue	\$141,200.00	\$12,685.14	\$12,685.14	\$128,514.86	8.98%
Expenditure	\$156,094.00	\$16,827.67	\$16,827.67	\$139,266.33	10.78%
	_	-\$4,142.53	-\$4,142.53		
FUND 70 SCHOOL LOOP	ROAD & PAVING PRO	J			
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	_	\$0.00	\$0.00		
FUND 79 HARBOR CONS	STRUCTION	•	•		
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	_	\$0.00	\$0.00		
Report Total		-\$115,970.19	-\$115,970.19		

TO: Mayor Gardner

City Council Members

FROM: Andy Varner

City Administrator

DATE: September 3, 2015

SUBJ: Monthly Report for September 2015

Sorry I couldn't join you. Here are a few issues we've been working on since the last report:

EMS/EATs

- After a couple of meetings with EATs, we are very close to having an EMS/ambulance MOA that delineates responsibilities and will enable us to receive reimbursements for service, among other things. As it stands now a typical ambulance ride should be a roughly \$400-500 reimbursement, with a percentage split between the City and EATs. That will help us reimburse volunteers *per trip*, rather than a monthly stipend. We hope that rewards those that give their time a bit fairer, and will also help with some of the EMS costs. Our EMS Dept is now enrolled in the Medicaid system, which would allow us to receive those reimbursements in addition to private carriers, Veteran's, IHS, etc. EATs would handle the billing.

HEALTH INSURANCE

- At the beginning of September, nine employees had opted out of the City's health plan. With a difference between the monthly insurance premium (\$1035) per employee and the monthly stipend (\$480) in lieu of insurance being \$555, this will save the City approximately \$5000 each month.

ALASKA ENERGY AUTHORITY

- After months and months of badgering, AEA's Power Cost Equalization person finally got back to me at the end of August and the rest of our Community Facility PCE applications were accepted, 10 in all. Our City buildings and facilities will now start getting a PCE rate for TDX electricity which will save at least a couple thousand dollars a month. We will also receive credits for these facilities, retroactive to July 1, 2014, meaning we won't have any bills for most of those facilities for months.

FINANCE

- BDO was in Sand Point all last week to do the audit, and from all indications it went well. Irina and Krista and Kurtis all worked hard to get everything in order and they were well prepared.
- Our finance department met with Wells Fargo last week to start implementing an ebilling option for our customer billing. The goal of this is to save time and resources in our office, and to give residents and businesses the option of paying their City bills online.

WATER/SEWER/SOLID WASTE MASTER PLANNING

- We received the final paperwork for the USDA grant agreement, and CRW got the contract to do the master plan for the facilities. I anticipate they will visit the community sometime in October to check things out.
- Additionally, we'll post for water/sewer positions within the week.

RED STAR GOLD

- I spoke to the Red Star Gold folks that are prospecting claims on Unga, and have stakes on Popof Island too. According to their investor stakeholder, this summer's drilling program advanced their knowledge of the prospect and subsequent plans for future work programs. If you recall last month a few folks were visiting: their Chairman, Chief geologist and one of their largest shareholders who wanted to see first-hand what they have up on Unga. Since last summer they've raised \$3.3 M in capital for exploration. The Unga asset is the top priority of the company, with 95% of their assets going into drilling and exploring that deposit (primarily the Shumagin Prospect- see FYI for the image of the drilling trends).
- They are hoping to come up and do one more round of drilling with the next month or so, otherwise they'll have to wait until next summer. Paul assured me that they will come in and do a presentation for the Council the next time their team is on Unga.

RED DOME QUARRY/THE ALEUT CORP.

The City sent an offer letter to the Aleut Corp to gauge their Board's interest in selling the Red Dome Cove Quarry. The issue was tabled at their last meeting as they requested some additional survey information, which we supplied.

COPPER RIVER SEAFOODS

The Mayor and I had a meeting with the President and CEO of Copper River Seafoods in Anchorage. They are an aggressive company and have shoreside plants mostly in SE and PWS, but they have an interest in the Alaska Peninsula.

<u>AML</u>

- The AML summer meeting was in Ketchikan. After several presentations there and talking with the Governor, I feel comfortable not doing anything with marijuana regulations- especially related to commercial enterprises- until the Legislature takes it up next session.
- With the State budget situation what it is and a shrinking pool, these are AML's following projections for Sand Point revenue sharing: FY16 \$134,653; FY17 at \$89,093; and FY18 at \$68,875 (\$65,778 less than this year's payment). New revenues and savings for the City will be important going forward to help fill this gap.

DOCK REPLACEMENT

- DOT has taken some time issuing the RFP for design and environmental work, but I finally saw the draft of it last week and it will go out any day. They were having issues receiving subsurface data from the Corps of Engineers when the new harbor was built.

50TH ANNIVERSARY

- Sand Point was incorporated as a City in 1966. We should plan a celebration for next year. I just wanted to plant that seed in people's minds.



SAND POINT DEPARTMENT of PUBLIC SAFETY

Post Office Box 423 Sand Point, Alaska 99661

EMAIL: sppd@arctic.net



MEMORANDUM

To: Honorable Glen Gardner, Mayor, City of Sand Point 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

Ms. Rayette McGlashan, City Councilperson, City of Sand Point

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

Date: September 6th, 2015

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

Police Department

Director of Public Safety / Emergency Manager

• John H. Lucking, Jr.

Police Officers

- Officer Eric Tupper
- Officer Alvin Osterback, Jr.
- Officer Michael Chiesa

Administrative Assistant

Denise Mobeck/Day Dispatcher

Dispatchers

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

Police Division Activity

AUGUST 2015

14 cases were generated

- 2 DUI
- 3 Assault
- 1 Criminal trespass
- 3 MICS investigation
- 1 DUI, Refusal, DWLR
- 1 VCOR
- 1 arrest warrant
- 1 habitual minor consuming
- 1 criminal mischief

There were 7 persons jailed

- 2 DUI
- 1 DUI, Refusal, DWLR
- 1 Criminal Mischief
- 1 VCOR
- 1 Habitual minor consuming
- 1 MICS

There were 44 calls to 911

- 11 MOC
- 2 ambulance needed
- 4 assault
- 4 drunken disturbance
- 1 welfare check
- 18 misdial or hang ups
- 1 DV assault
- 1 noise complaint
- 1 discovery of controlled substance
- 1 disorderly conduct

Officer Calls for Service

- 1 drunk person passed out in ditch
- 2 Trespass
- 1 Restraining order
- 1 Criminal mischief

Other Officer Activity

- 1 fireworks complaint
- 2 paper service
- 1 welfare check
- 1 vehicle in ditch
- 1 prisoner medical attention
- 1 criminal mischief/prowler
- 1 courtesy transport to clinic
- 2 courtesy transports to residence
- 1 prisoner transport to airport

5 traffic stops

2 DUI stops

1 warning no helmet on passenger

1 warning equipment violation

1 warning for stop sign violation

Police vehicles received new tires

EMS Division

Chief of EMS Division:

• Denise Mobeck, EMS Coordinator

EMS Activity:

Ambulance received new tires

Rescue1 transported 2 patients to clinic

Rescue1 transported 4 patients to airport for medevac

Rescue1 transported 1 patient to and from airport for PenAir flight

Fire Division

Chief of Fire Division:

 Vacant, administrative duties being fulfilled by DPS Director and supported by DPS and DPW staff.

Activity:

- The primary fire truck was out for service for a short period for this month. It has since been returned ready for response.
- 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 maintaining agency certifications

August 2015 Public Works Report

Shop

- Graded Harbor
- Swept Roads
- · Worked on Little Crusher in shop
- Crushed 500 yds
- Demolished Fish & Game Buildings
- · Built a driveway for Ben Mobeck Jr
- Put 6 tires on ambulance
- Changed water & sewer truck tires
- · Fixed low boy flat & tractor truck flat
- · Changed dump truck tires
- · Serviced one of the Mack trucks
- · Worked on Shumagin pad
- Worked on landfill 792 tracks

Landfill

Burned Fish & Game Building

Recycling

- · Going good, waiting for trash cans
- FYI: We need to start looking for parts for glass crusher

Water & Sewer

See attached

August 2015 W&S

Lift Stations:

- Replaced pump in Jumps L/S
- Ordered another spare pump. We use the same pumps at Jumps and Mud Bay.

Ordered:

- Various ½ inch through 2 inch brass pipe fittings to restock for repairs
- Spare chlorine injection pump
- Tubing and fittings to replace tubing and sight glass on our two chlorine analyzers
- Tubing and screens to keep rust particles out of the altitude valve controls.

Repairs:

- Replaced gaskets on leaking sight glass of filter #2 in water plant
- Replaced O-rings on leaking 10 inch valve in water plant

School pump house:

• Jason filled the pool and did a very good job of not overheating our pumps by filling it too fast.

Sewer plants:

- Pumped out three vacuum truck loads from Russian Town plant.
- Asked Brad Blackstone, ANTHC engineer, to look into possible upgrades to handle what looks like inflow that may exceed design capacity of Russian Town sewer plant.
- Removed Russian Town sewer plant bypass line from beach. We installed a cap on line that connects to outfall line about 18" below beach surface. A new bypass can be installed, but this one had to go to keep it from breaking. It was under tension, bowed and places were almost worn through.
- Worked with an ANTHC engineer and two surveyors on the replacement of two manholes, the
 wastewater line to the beach, and the ocean outfall line. Construction is during the summer of
 2016.
- Sent pictures in of fencing at Russian Town, Kelly Avenue sewer plant, Kelly Avenue sludge lagoon and school pump house to Acme Fence Company in Anchorage. Noted problems below the pictures. Also listed a few changes like making a double gate at the Kelly Avenue sludge pond since two of us can't roll the existing gate back and forth. Got a quote back for just under \$500 for all the parts. I still need to review the quote to make sure they included all the things we need to add like hinges and gate latches.

Sewer system:

 Replaced shattered ABS sewer pipe from Jon Bruneau's. We installed much tougher pipe to handle occasional vehicle traffic.

Shut offs and notices:

- Gave two customers 48 hour shut off notices and both then made payment plans with the City.
- Digging in Mud Bay to find a customer's valve box that is over their shut off valve.

Sand Point Harbor report 09/08/2015

All's going fine.

Changed some parts on Travelift, waiting for the tech from Kendrick Equipment to arrive this month to finish repairs.

Hauled 20 boats during August.

Worked with Silver Salmon Derby at the gear shed.

Hauled used oils to city shop.

Dump runs on a regular basis.

Machinery serviced on a regular basis, oiled and lubed.

A few people are inquiring about the derelict vessels in the yard. Is it time to put more up for sale?

That is all I have to report.

Richard Kochuten Sr. Harbor Master

HEARINGS, ORDINANCES AND RESOLUTIONS

City of Sand Point



RESOLUTION 15-14

A RESOLUTION OF THE SAND POINT CITY COUNCIL APPOINTING ELECTION JUDGES FOR THE OCTOBER 6, 2015 GENERAL CITY ELECTION.

WHEREAS, the City of Sand Point's General Election will be held October 6, 2015, and

WHEREAS, the City of Sand Point's Code, Section 4.20.020 requires that the Council appoint three election judges to constitute the election board, and

WHEREAS, the City Clerk has recommended the following names to the Council to serve in this capacity:

Gloria Gronholdt Judge Laiv Gundersen Judge Anne Morris Judge

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

- 1. The above list of persons are appointed to serve as election judges in the October 6, 2015 election.
- 2. They shall serve under the direction of the City Clerk to conduct the election in a proper manner.
- 3. Should they be unable to fulfill their duties on election day an alternate shall be named by the majority of the election board members present.
- 4. They shall be compensated at the rate of \$15.00 per hour worked.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL FOR THE CITY OF SAND POINT ON THIS 8th DAY OF SEPTEMBER, 2015.

ATTEST:	Glen Gardner, Jr., Mayor
ATTEST.	
Shannon Sommer, City Clerk	

OLD BUSINESS

None at this time.

NEW BUSINESS



QAGAN TAYAGUNGIN TRIBE P.O. BOX 447 SAND POINT, ALASKA 99661 PHONE (907) 383-5616 FAX (907) 383-5814

City of Sand Point P.O Box 249 Sand Point, AK 99661 AUG 1 4 2015
City of Sand Point

August 12, 2015

Dear Mayor Glen Gardner Jr and Council;

I am writing on behalf of the Qagan Tayagungin Tribe Environmental Department. We would like to ask if you would consider providing a donation for our 5th annual End of Summer Clean Up.

The End of Summer Clean Up takes place during the middle of September. Our department is hoping to hold it either September 19 or September 20, depending on weather. Last year's End of Summer Clean Up turned out to be a great success with 51 participants, and 42 bags of trash picked up. We are hoping this year will be even better.

All proceeds will go to the End of Summer Clean Up for barbecue supplies, cleaning supplies, and prizes for both youth and adult participation. We are hoping great prizes will encourage a greater number of participants this year. Children are our future, having a clean community for both youth and adults will help our environment and keep it clean for future generations.

Please consider donating to this very good cause. You consideration is most appreciated.

Thank you for your time.

Sincerely,

Karis Porcincula

Environmental Coordinator

Caris Parcincula

Sand Point School P.O.Box 269 Sand Point, AK 99661 907-383-2393



August 20, 2015

Dear City of Sand Point,

On April 17, 2016, the Sand Point School Government Class of Juniors will travel to Washington, D.C. to take part in the Close Up Foundation's Washington D.C. civic education program. Close Up gives students the opportunity to experience their government in action and gain the skills, knowledge, and confidence they need to be engaged citizens.

The Close Up Foundation, the nation's leading non-profit, non-partisan civic education organization, runs this educational program. While on the program, students will participate in a variety of hands-on activities such as small group workshops, seminars with Washington, D.C. journalists, lobbyists, and embassy officials, and meetings with members of Congress and their staffs.

The program cost per student is \$5095.00 and is all-inclusive; travel expenses, academic workshops, meals, lodging, and truly, the experience of a lifetime!

Help me in this effort by contributing a monetary donation or by providing a gift of your choice that may be used in a fundraising event. Please make checks payable to Sand Point School and include "Close- Up 2016" in the memo. Please send any gifts to the attention of Close-Up.

Close Up is a 501(c)(3) nonprofit. Their tax ID # is 23-7122882. Please consult your tax advisor to see if your contribution may be tax-deductible. If you have any questions or need additional information, please contact Melissa Williams at mwilliams@closeup.org.

Your contribution would be an investment in our community's future by helping students become active and informed citizens.

Please feel free to call my advisor, Karen McMillan for more information concerning the Close Up program. She can be reached at Sand Point School 907-383-2393 during the day, in the evening at 907-383-6265 or via email at kmcmillan@aebsd.org. You are also welcome to contact Close Up directly at 800-CLOSE-UP (256-7387) to learn more about their programs.

Thank you in advance for your consideration and support, and for making a positive difference in these student's lives and our community!

Silvama Monir, Juni Villem
D'Rangelinan
Abe Brand

Mrs. M. Millan

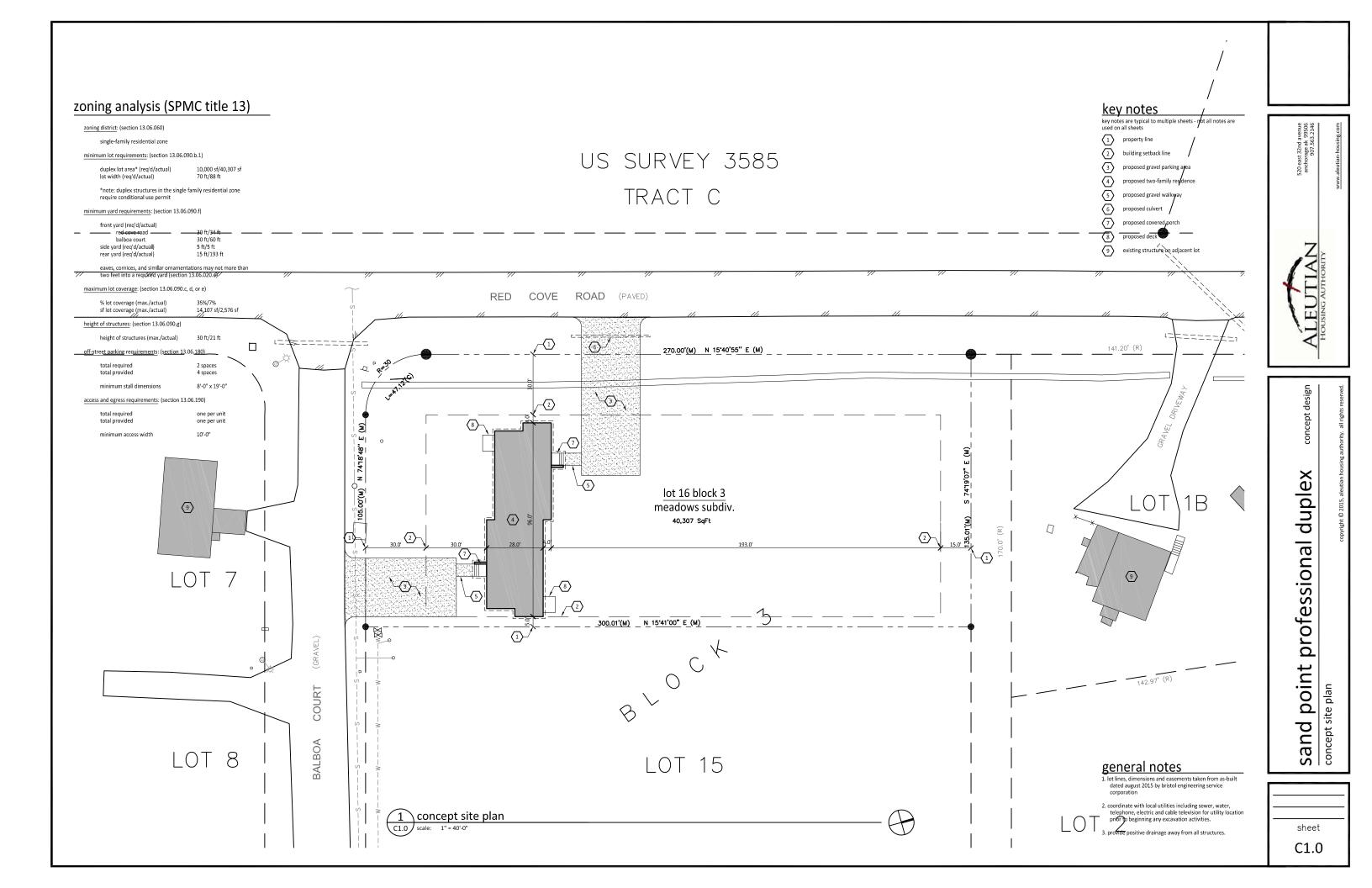
City of Sand Point PO Box 249 Sand Point, AK 99661 (907) 383-2696

Building Permit Application

Owner/Applicant: Aleutian House	sing Authority
Address: 520 E. 32nd Ave.	Anchorage, AK 99503
Are you the owner? Yes (If answer is no, you must attach a t Legal Description: Tract Block_3	title/quick deed with application.) Lot_16 SUBMeadows
ZONING DISTRICT: { }R	-8 { }R-10 { }R-20 { }MH-5 { x }A-U
{ }C-	-3 { }C-4 { }H-I { }L-I { } O-P
	Conditional Use { } Home Occupancy Cemporary Use { } Other
RESIDENTIAL: { } Single Family { } Mobile Home { X} Multi Family	COMMERCIAL: { } General Commercial { } Neighborhood Commercial dustrial { } Heavy Industrial
Main Dwelling will be as follows:	Number of Units: 2
Height: 21 feet	Description of Use: Duplex
Setbacks: Front yard setback 35 ft.	Type of Construction: { X} Wood frame
Side yard setback 5 ft.	{ } Masonry
Backyard setback 15 ft.	{ } Other:
PROVISION FOR WATER AND	SEWER: {X} Attach to existing City System
****ATTACH SITE PLAN SHOWING LOT COVERAGE, SETBACKS AND A ZONING AND SUBDIVISION CODES	EXISTING AND PROPOSED BUILDING, LOT SIZE, ALL OTHER REQUIREMENTS TO COMPLY WIT THE .****
Applicants Signature:	Date: 9/4/2015
THIS REQUEST IS IN ACCORDANCE WITH	SECTION 13.07.020 OF THE MUNICIPAL CODE. SUBJECT CHAPTER 7 OF THE SAND POINT MUNICIPAL CODE
This Building Permit is: { } App	proved { } Denied
By:	Date:
Title:	Expiration:

City of Sand Point PO Box 249 Sand Point, AK 99661 (907) 383-2696

(See attached drawings) By:______ Date:_____ Title:_____ Expiration:_____





1 concept rendering - view from balboa court

A1.0 scale: none

sand point professional duplex

sheet

A1.0



sand point professional duplex

sheet

concept rendering - view from red cove road

A1.1 scale: none

A1.1

ADJOURNMENT

FYI



P.O. Box 196613 • Anchorage, Alaska 99519 • www.alaskausa.org

STATEMENT OF ACCOUNT ACCOUNT 1957756 STATEMENT PERIOD

FROM 08-01-15 THROUGH 08-31-15 PAGE 1

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

Low payments on loans and insurance!

Alaska USA offers consumer loans and insurance for cars, trucks, ATVs, and more! Leave some money in your pocket by taking advantage of great rates and low payments on your next purchase with Alaska USA.

Save when you apply online at alaskausa.org and get a free insurance quote!

ACCOUNT SUMMARY

10	SHARE CERTIF TOTAL	SAV	DIVIDENDS YEAR-TO-DATE 0.00 402.40	WITHHOLDIN YEAR-TO-DAT 0.0 0.0	E BALANCE 0 0.00	NEW BALANCE 0.00 200,402.40 200,402.40		
SHARE SAV - 10								
Effect	ive Pos	ted TRANSACTION DESCRIPTION PREVIOUS BALANCE NEW BALANCE	AMOUNT	BALANCE 0.00 0.00	EXPANDED TRANSACT	TION DESCRIPTION		
		DIVIDEND YEAR TO DATE	0.00					
CERTIFICATE - 80 (MATURITY DATE 12-11-2016) DIV RATE 0.895%								
Effecti 08-31		ted TRANSACTION DESCRIPTION PREVIOUS BALANCE 1 DEPOSIT DIVIDEND 0.895%	AMOUNT 152.22	BALANCE 200250.18 200402.40	EXPANDED TRANSACTION DESCRIPTION ANNUAL PERCENTAGE YIELD EARNED 0.90% FROM 08/01/15 THROUGH 08/31/15 BASED ON AVERAGE DAILY BALANCE OF 200,250.18			
		NEW BALANCE		200402.40	200,200.10			
		DIVIDEND YEAR TO DATE	402.40					

END OF STATEMENT



August 21, 2015

Dick Jacobsen, Chairman of the Board The Aleut Corporation

Re: Purchase of Red Cove Dome Quarry

Dear Chairman Jacobsen,

I am pleased to hear that The Aleut Corporation is open to a sale of the Red Cove Dome Quarry. As we previously described in our April 23, 2015 letter, the City is interested in an outright purchase of the acreage and sub-surface rights of the quarry. The City has been crushing rock in the quarry since the beginning of summer, and we see the rock pit as a long-term community asset that can provide jobs and year-round materials for the residents and businesses of Sand Point.

The City contracted for a survey of the area in May 2015, at 16.81 acres (see Exhibit A). After analyzing the spring survey, the City is willing to offer \$100,000 to purchase the quarry "as is."

I and our City Administrator Andy Varner would be happy to address this subject with the TAC Board of Directors at your next scheduled meeting. Please let me know if this offer would be acceptable to the Board. I look forward to hearing from you.

Best Regards,

Glen Gardner, Jr.

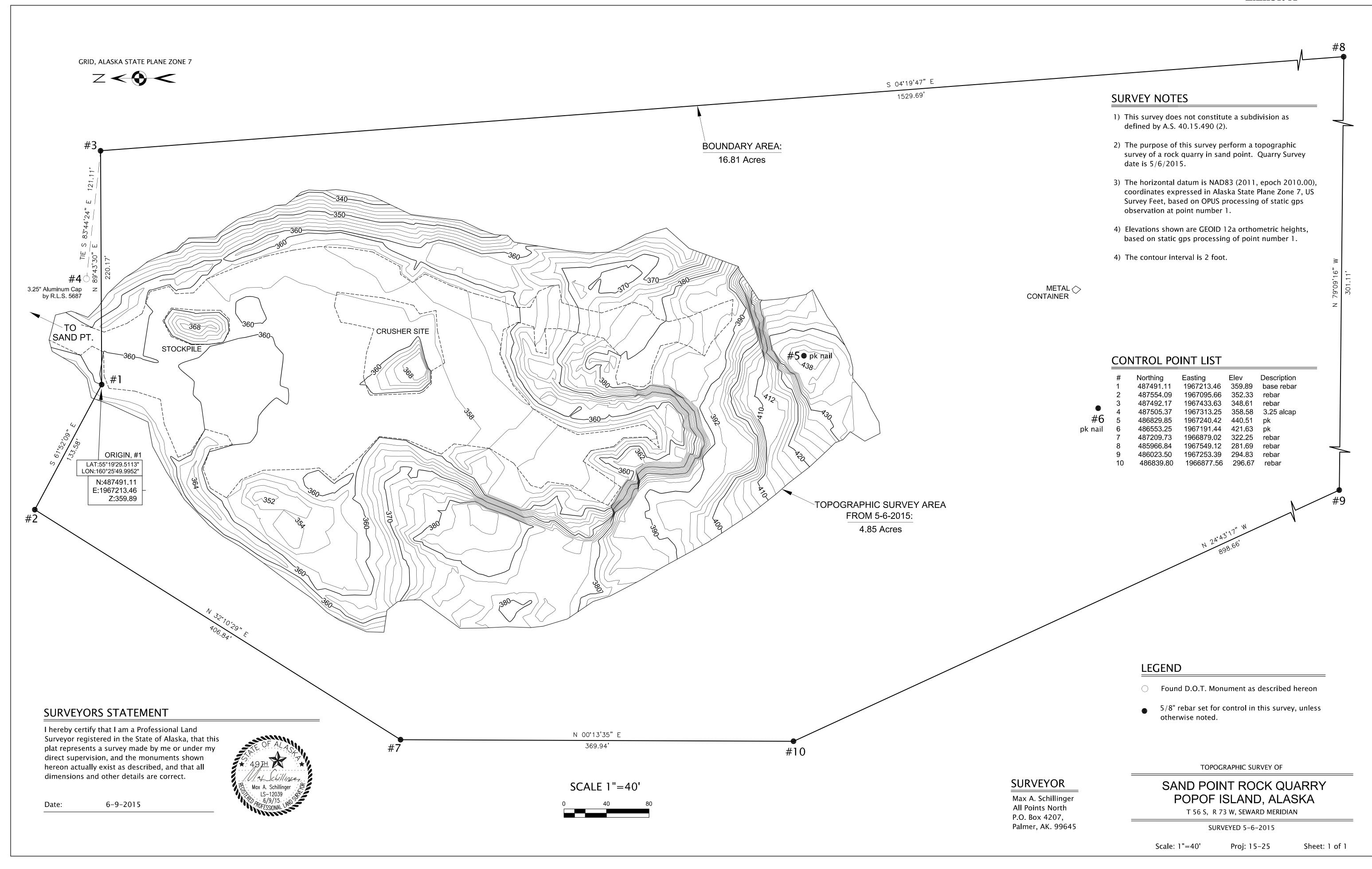
Glen Gardou g.

Mayor

Cc: The Aleut Corporation Board of Directors

Melvin Smith, Aleut Real Estate, LLC

Enclosures: Red Cove Dome Quarry Survey, All Points North LLC



Water and Waste System Grant Agreement

United States Department of Agriculture

Rural Utilities Service

THIS AGREEMENT dated July 23, 2015, between
City Of Sand Point
a public corporation organized and operating under
State of Alaska statutes
(Authorizing Statute)
herein called ``Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called ``Grantor," WITNESSETH:
WHEREAS .
Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$_63,000.00 and has duly authorized the undertaking of such project.
Grantee is able to finance not more than $\frac{15,750.00}{}$ of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.
Said sum of \$ has been committed to and by Grantee for such project development costs.
Grantor has agreed to grant the Grantee a sum not to exceed \$\ 47,250.00 \text{or } \ 75.00 \text{percent} of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.
tui

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

- B. Permit periodic inspection of the construction by a representative of Grantor during construction.
- C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.
- D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated _______, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.
- E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.
- F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.
- G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.
- H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.
- I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.
- J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.
- K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.
 - 1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
 - 2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

- 3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:
 - (a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.
 - (b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above. [Revision 1, 04/17/1998]

1. Use of equipment.

- (a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:
 - 1) Activities sponsored by the Grantor.
 - (2) Activities sponsored by other Federal agencies.
- (b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

- 2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:
 - (a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.
 - (b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

- (1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.
- (2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.
- (3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.
- 3. The Grantee's property management standards for equipment shall also include:
 - (a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used todetermine current fair market value if the Grantee reimburses the Grantor for its share.
 - (b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

- (c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
- (d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
- (e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment(use continuation sheets as necessary).

- M. Provide Financial Management Systems which will include:
- 1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
- 2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- 3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- 4. Accounting records supported by source documentation.
- N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.
- O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.
- P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.
- Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

- R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.
- S. To include in all contracts for construction or repair a provision for compliance with the Copeland ``Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.
- T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/1997]

- 1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.
- 2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term ``facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

- A. Will make available to Grantee for the purpose of this Agreement not to exceed \$_____ which it will advance to Grantee to meet not to exceed _____ percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.
- B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.
- C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

City Administrator	38036360					
attested and its corporate seal affixed by its duly author	rized					
Attest:						
By Charlotte ley						
(Title) Administrative Assistant, Alent	ians East Borough					
By Andrew Varner						
(Title) City Administrator	9					
UNITED STATES OF AMERICA						
RURAL UTILITIES SERVICE						
By						
Tasha Deardorff (Title) WEP Director						

Land Position

Redstar's Land Holdings

Apollo-Sitka Federal Patented Claims

- 100% Ownership
- 15 Claims, ~256.5 Acres

Shumagin State Mining Claims

- 100% Ownership
- 6 Claims, 240 Acres

Adjacent Land Agreements

Subsurface Estate Agreement

Aleut Corporation-Completed

Surface Estate Agreements

- Unga Corporation-Completed
- Shumagin Corporation- Not Initiated

100% Land Consolidation with Strong Working Partnership Being Established with Aleut and Unga Corporations

