

# CITY OF SAND POINT COUNCIL MEETING



Tuesday, September 10, 2024

Meeting: 7:00 pm

**CALL TO ORDER**

# ROLL CALL

# APPROVAL OF AGENDA

# CITY OF SAND POINT

Packet will be available on website

September 6, 2024 [www.sandpointak.com](http://www.sandpointak.com)



## MAYOR

Mayor James Smith - Office Exp. 2026

## COUNCIL MEMBERS

Austin Roof	Seat A - Exp. 2025
Jani Gundersen	Seat B - Exp. 2026
Amy Eubank	Seat C - Exp. 2025
Jack Foster Jr.	Seat D - Exp. 2026
Marita Gundersen	Seat E - Exp. 2024
Arlene Gundersen	Seat F - Exp. 2024

### SAND POINT CITY COUNCIL MEETING AGENDA CITY CHAMBERS

Regular Meeting  
7:00 pm

September 10, 2024

*There will be a workshop at 2:00 pm.*

#### CALL TO ORDER

#### ROLL CALL

#### APPROVAL OF AGENDA

#### PUBLIC COMMENTS ON AGENDA ITEMS

#### CONSENT AGENDA:

1. Minute: Regular Meeting Minutes of August 13, 2024

#### REPORTS:

1. Public Works Director
2. Water & Sewer Supervisor
3. Harbormaster
4. Police Chief
5. EMS Coordinator & Fire Chief
6. Finance Officer
7. Administrator

#### HEARINGS, ORDINANCES AND RESOLUTIONS:

1. Ordinance 2024-04: An Ordinance of the Sand Point City Council Amending Chapter 4 of the Sand Point Municipal Code to Amend §2.40.020 Regular Council Meetings.
2. Resolution 24-05: A Resolution of the Sand Point City Council Appointing Election Judges for the October 1, 2024 General City Election.

#### OLD BUSINESS: None

#### NEW BUSINESS:

1. Eastern Aleutian Tribes Clinic Lease Renewal
2. Donation Request: Qagan Tayagungin Tribe Environmental Department End of Summer Clean-Up

**PUBLIC COMMENTS**  
**COUNCIL COMMENTS**  
**ADJOURNMENT**

*To participate telephonically, please call (253)205-0468 and use Meeting ID: 807 901 9744.*

# CONSENT AGENDA

**CALL TO ORDER:**

The regular meeting of the Sand Point City Council was held Tuesday, August 13, 2024 in the City Chambers and teleconference. Mayor James Smith called the meeting to order at 7:01 p.m.

**ROLL CALL:**

James Smith	Mayor	Present
Austin Roof	Seat A	Present
Jani Gundersen	Seat B	Present
Amy Eubank	Seat C	Present
Jack Foster Jr.	Seat D	Present
Marita Gundersen	Seat E	Present
Arlene Gundersen	Seat F	Present @ 7:06 pm

A quorum was established.

**Staff in attendance:**

Debi Schmit, Administrator – Telephonically  
 Kurtis Gundersen, Finance Officer –Telephonically  
 Benjamin Allen, Acting Police Chief  
 Julius Karlsen, Public Works Director  
 Dylan Jacobsen, Water & Sewer Supervisor  
 Allen Kuchenoff Jr., Harbormaster

**APPROVAL OF AGENDA:**

Mayor James Smith requested a motion to approve the agenda.

MOTION: Council Member Marita Gundersen made a motion to approve the agenda.

SECOND: Council Member Jani Gundersen seconded the motion.

VOTE: Motion passed unanimously.

**PUBLIC COMMENTS ON AGENDA ITEMS:** None

**CONSENT AGENDA:**

MOTION: Council Member Marita Gundersen made a motion to approve the Regular Meeting Minutes of July 9, 2024 and the Special Meeting Minutes of July 16, 2024.

SECOND: Council Member Amy Eubank seconded the motion.

VOTE: Motion passed unanimously.

**REPORTS:**

Public Works Director – Julius Karlsen

Public Works Director Julius Karlsen read his report included in the packet.

Water/Sewer Director- Dylan Jacobsen

Water/Sewer Director Dylan Jacobsen read his report included in the packet. He added that ANTHC will be here for a site visit on September 18-19 to go over the 95% water treatment plant upgrades.

Fire & EMS Director

Director Brady Gatlin's report was included in the packet.

Harbor Master – Allen Kuchenoff Jr.

Harbor Master Allen Kuchenoff Jr.'s read his report included in the packet.

Police-Department

Officer Benjamin Allen's report was included in the packet. He added that they received word that the City should be getting reimbursement checks from the Haida program for 2023 and 2024. Administrator Debi Schmit thanked Edith for her work on the Haida reimbursements.

Finance Officer – Kurtis Gundersen

Finance Officer Kurtis Gundersen reported that for the month of June, the City received \$42,695.93 in Raw Fish Tax and \$105,531.20 in Sales Tax.

Administrator – Debi Schmit

Administrator Debi Schmit read her report included in the packet. She added that she met with Paul Mueller and they found the missing money for the new clinic lease, the clinic lease renewal will be on the next agenda. She also met with him regarding the drug officer pay and the search for grants to make the Fire and EMS position self-sufficient and upgrade equipment. The LOI for the derelict vessel grant was submitted.

**HEARINGS, ORDINANCES, AND RESOLUTIONS:**

**OLD BUSINESS:** None

**NEW BUSINESS:**

1. Code of Ordinances, Chapter 4 § 2.02.030 Regular Council Meetings Discussion

Council gave direction to administration to introduce an ordinance updating Chapter 4 § 2.02.030, giving the mayor 7 days' notice to change the regular meeting date if needed, and omitting the school as the only alternate location to host the meeting.

2. Donation Request: Pauloff Harbor Tribe Recycling Fair

**MOTION:** Council Member Austin Roof made a motion to approve the donation request in the amount of \$500 to the Pauloff Harbor Tribe Recycling Fair.

**SECOND:** Council Member Arlene Gundersen seconded the motion.

**VOTE:** Motion passed unanimously.

3. Donation Request: Sand Point Silver Salmon Derby

Rayette McGlashan was present on behalf on the Sand Point Silver Salmon Derby requesting the donation and available for questions.

**MOTION:** Council Member Amy Eubank made a motion to approve the donation request of \$750 to the Sand Point Silver Salmon Derby.

**SECOND:** Council Member Arlene Gundersen seconded the motion.

**VOTE:** Motion passed unanimously.

**PUBLIC COMMENTS:**

Edee Jacobsen was happy to see the council donating to all these entities that give back to the community.

Dick Jacobsen expressed appreciation for the alder clean up along the roads, but noticed the fire hydrants have not been cleared to be visible. He is concerned about the substance abuse problem in the community.

**COUNCIL COMMENTS:**

Council Member Jack Foster Jr. recommended that the City write a letter to the Aleutians East Borough Assembly to encourage them to fix the Sand Point School because learning to swim is important to where we live and to fishing.

Council Member Marita Gundersen asked that we send notices out that connexes need to covered.

Council Member Austin Roof asked Administrator Debi Schmit if she anticipated a deficit in the audit being performed. Administrator Debi Schmit stated that the FY25 budget was adopted with a deficit, and that the money received that was missing from FY22, FY23, and FY24 will shrink he deficit.

**ADJOURNMENT:**

MOTION: Council Member Arlene Gundersen made a motion to adjourn.

SECOND: Council Member Amy Eubank seconded the motion.

The meeting adjourned at 7:46 pm.

\_\_\_\_\_  
James Smith Sr., Mayor

ATTEST:

\_\_\_\_\_  
Jade Gundersen, City Clerk

# REPORTS

**PUBLIC WORK  
DIRECTOR**

# City of Sand Point Public Works Department

## Monthly Report August 2024

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- Grade roads
- Swept roads
- Pumped oil for shop heaters
- Cleaned shop heaters
- Fix door handle on Police Chevy Tahoe
- Fix pressure washer at shop
- Pressure wash and swept gear shed for Derby
- Install new radiator in Hitachi ZX200 excavator
- Hauled 5 loads rock for TDX to new harbor
- Patched potholes around town
- Ditched around town
- Reclaimed some road material from sides of road
- Ordered new hose for Hitachi ZX200 excavator
- Cleared room in graveyard
- Cleared brush from fire hydrants
- Hauled some abandoned cars

# WATER & SEWER SUPERVISOR

## **Water/Sewer City Council Report**

**August 2024**

**Dylan Jacobsen**

- Monthly reports/water samples done
- Broke up grease and pumped at Russian Town sewer plant
- Installed new check valve at the intake pumphouse
- Pressure washed and set up porta potties for the derby
- Pumped porta potties
- Met with HDR and Debi over zoom about the Lead and Copper service survey for DEC, thank you to Jade for sending out copies in the mail to everyone in town
- Broke up grease and pumped out Trident lift station
- Pulled out pump 2 from Trident LS, pressure washed it and sent it to Alaska Pump and Supply for breakdown and rebuild
- Harbor crew used the Gehl and manbasket to lift Brandon and I up to the top portion of the ladder on the water storage tank. DEC required me to send them extra photos from on top. We began to make repairs to the ladder.
- Fixed chlorine leak at the water plant
- Brandon helped cover with the trash truck while we were short handed

# HARBORMASTER

Robert E. Galovin  
Small Boat Harbor  
Report Aug.2024

- Did some maintenance on lil travel lift
- Hauling and storing boats working overtime as needed
- Making bilge blocks
- Did some repair maintenance on fork lift number 1

**POLICE CHIEF**



# SAND POINT POLICE DEPARTMENT

## **MEMORANDUM**

To: Honorable Jim Smith, Mayor, City of Sand Point  
Ms. Debi Schmit, City Administrator, City of Sand Point  
Mr. Austin Roof, City Councilperson, City of Sand Point  
Ms. Jane Gundersen, City Councilperson, City of Sand Point  
Ms. Amy Eubank, 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. Arlene Gundersen, City Councilperson, City of Sand Point

From: Chief of Police (Acting) Benjamin Allen

Date: September 5th, 2024

## **SAND POINT POLICE DEPARTMENT MONTHLY REPORT FOR AUGUST 2024**

### **Police Department Roster**

- Chief (Acting) Benjamin Allen #101
- Captain Richard Lowery #102
- Office/Jail Manager Edith Mejia #103
- Officer Rob Stumph #104
- Vacant #105
- Alfred 'Jesse' Pesterkoff 911 Dispatcher

# **POLICE ACTIVITY**

**AUGUST 2024**

## **2 People were arrested and lodged in the City Jail**

- **Criminal Mischief**
  - **DWI (Driving While Intoxicated)**
- 

## **42 Calls to 911**

- 2- 911 non-emergency calls
- 3- 911 Hangups
- 2- 911 Miscellaneous
- 2- 911/Misdial/pocket dials
- 11- MOC (Medical on Call) requests
- 2- Disturbance
- 3- REDDI Report
- 3- Welfare Check
- 1- Animal Complaint
- 3- REDDI Report
- 1- Assault
- 6- Civil Issue
- 1- Traffic Accident
- 2- DWI (1 Stil waiting for lab results from Crime Lab before being formally charged.)

## **Activity/Calls for service not on 911 – line**

- 1- Traffic Accident
- 1- Suspicious Activity
- 3- REDDI Report
- 1-Lost Property
- 2- Criminal Trespass Warning Issued
- 2- Abandoned Vehicle
- 12- Courtesy Transports
- 3-Serve Court Papers
- 4-Damage to Property
- 1-Speeding
- 2- Missing Person

## **Officer Self-Initiated Activity**

- 1- Traffic Stop
- 26- Bar checks
- 12- Courtesy Transports
- 658- Total Business Checks
- 18- Total Residence Checks
- 890- Total Citizen Contacts
- 1- Medical Assistance
- 2- Agency Assist
- 2- Missing Person
- 1-Support for Salmon Derby Activities

## **DMV/Driver Knowledge Tests**

- 6- Tests

## Month of August 2024 Activity Summary

- 793 miles patrolled
- 658 Business checks
- 18 Residence checks
- 26 Bar checks
- 890 Citizen contacts
- 6 Driver Knowledge Tests

# EMS COORDINATOR & FIRE CHIEF



**Sand Point Fire/EMS**  
**bgatlin@sandpointak.org**  
**(907) 383-3700**



**Brady Gatlin**  
Fire Chief/EMS Coordinator

P.O. Box 249  
Sand Point, AK

**James Smith**  
Mayor

## Aug. 2024

Sand Point EMS

EMS had 4 calls.

1 vehicle rollover, 1 fall with shoulder pain, 2 Medivacs.

Sand Point Fire:

No fire Calls

Fire Training first Wednesday of the month at 18:00.

Brady Gatlin  
Fire Chief/EMS Coordinator  
bgatlin@sandpointak.org

# FINANCE OFFICER

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

	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>
July	81,992.40	51,221.78	113,532.23	75,441.44	67,267.52	45,829.42
August	88,100.71	27,115.98	138,608.76	28,751.91	37,886.59	-
September	65,893.27	24,635.83	50,718.35	32,212.43	25,915.43	-
October	51,476.42	18,438.92	54,051.75	38,400.61	153.87	-
November	3,495.99	1,111.79	1,794.82	-	-	-
December			480.71	2,762.41	-	-
January		2,616.57	19,887.44	19,465.94	28,856.65	-
February		37,744.95	0.38	28,231.08	-	-
March	13,306.96	38,681.59	524.88	1,887.34	29,513.98	-
April	13,500.37	30,237.38	51,631.27	-	-	-
May	8,261.04	15,943.63	23,111.00	10,590.34	2,126.23	-
June	16,659.69	121,562.18	72,778.80	36,093.24	42,695.93	-
<b>Total</b>	<b>342,686.85</b>	<b>369,310.60</b>	<b>527,120.39</b>	<b>273,836.74</b>	<b>234,416.20</b>	<b>45,829.42</b>

**Sales Tax Revenue**

	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>
July	88,102.92	61,022.60	70,786.04	89,695.85	83,882.57	64,697.77
August	102,628.84	62,489.92	74,541.89	95,714.41	116,589.59	-
September	86,603.67	65,441.59	102,222.37	73,512.92	116,657.57	-
October	75,277.68	50,576.22	71,318.24	106,675.97	56,952.90	-
November	42,723.86	35,912.73	51,328.38	36,554.18	33,598.73	-
December	50,112.63	44,715.17	83,784.18	79,385.83	82,012.32	-
January	34,118.45	39,231.36	47,846.93	59,987.67	50,610.18	-
February	35,316.83	49,311.31	50,102.23	54,955.61	35,285.55	-
March	48,712.31	67,978.55	65,376.73	81,865.34	72,757.01	-
April	33,711.29	47,933.84	45,696.71	36,090.81	33,900.31	-
May	47,729.27	47,260.30	52,776.83	35,672.95	49,729.69	-
June	71,991.16	82,115.58	102,952.69	137,542.76	105,313.28	-
<b>Total</b>	<b>-</b>	<b>653,989.17</b>	<b>818,733.22</b>	<b>887,654.30</b>	<b>837,289.70</b>	<b>64,697.77</b>

City of Sand Point  
Bank Balance

Date

	Balance	
Bank	End of July	Date
Key Bank	2,299,555.60	2,270,663.87
Wells Fargo - General	115,718.52	187,144.68
Wells Fargo - Bingo Fund	139,169.26	145,674.24
Wells Fargo - Silver Salmon Fund	24,472.38	18,987.61
Wells Fargo - PD Federal Forfeiture	593.67	593.67
Wells Fargo - PD State Forfeiture	6,666.61	6,666.61
Charles Schwab	694,027.10	698,484.55

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

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Current Period: JULY 24-25

			24-25	24-25	JULY	24-25	% of
			YTD Budget	YTD Amt	MTD Amt	YTD Balance	YTD
<b>GENERAL FUND</b>							
Active	R 01-002	GENERAL FUND/WELLS F	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-186	DEFERED INFLOWS LEAS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-200	CAPITAL GAIN / LOSS	\$0.00	\$15,013.41	\$15,013.41	-\$15,013.41	0.00%
Active	R 01-201	INTEREST INCOME	\$100,000.00	\$13,152.43	\$13,152.43	\$86,847.57	13.15%
Active	R 01-202	FINES AND PENALTIES	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
Active	R 01-203	OTHER REVENUE	\$5,500.00	\$0.00	\$0.00	\$5,500.00	0.00%
Active	R 01-205	4% SALES TAX	\$875,000.00	\$123,559.50	\$123,559.50	\$751,440.50	14.12%
Active	R 01-208	CARES INTEREST	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-213	RAW FISH TAX	\$350,000.00	\$42,695.93	\$42,695.93	\$307,304.07	12.20%
Active	R 01-214	FINE-LATE SALES TAX	\$1,500.00	\$2,321.49	\$2,321.49	-\$821.49	154.77%
Active	R 01-217	7% B & B Tax	\$15,000.00	\$1,498.32	\$1,498.32	\$13,501.68	9.99%
Active	R 01-225	PAYMENT IN LIEU OF TAX	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-230	DONATIONS	\$60,000.00	\$0.00	\$0.00	\$60,000.00	0.00%
Active	R 01-232	FIRE MISC REVENUE	\$40,000.00	\$0.00	\$0.00	\$40,000.00	0.00%
Active	R 01-233	BUSINESS LIC. FEE	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
Active	R 01-234	SB 46 PERS RELIEF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-238	ANCHORAGE OFFICE	\$40,000.00	\$0.00	\$0.00	\$40,000.00	0.00%
Active	R 01-250	STATE REVENUE SHARIN	\$85,000.00	\$0.00	\$0.00	\$85,000.00	0.00%
Active	R 01-256	REVENUE--STATE OF ALA	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0.00%
Active	R 01-257	REVENUE--FEDERAL GOV	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-258	REVENUE--ALEUTIANS EA	\$100,000.00	\$0.00	\$0.00	\$100,000.00	0.00%
Active	R 01-260	STATE LIQUOR SHARE TA	\$2,500.00	\$0.00	\$0.00	\$2,500.00	0.00%
Active	R 01-265	SOA DOCCED SHARED FI	\$35,000.00	\$0.00	\$0.00	\$35,000.00	0.00%
Active	R 01-266	SOA DOR FISH BUS SHAR	\$165,000.00	\$0.00	\$0.00	\$165,000.00	0.00%
Active	R 01-285	EQUIPMENT RENTAL	\$25,000.00	\$0.00	\$0.00	\$25,000.00	0.00%
Active	R 01-288	GASB 87 LEASE REVENU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-289	GASB 87 INTEREST REVE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-290	AK HIDTA PROGRAM	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00%
Active	R 01-291	BUILDING RENTALS	\$115,000.00	\$5,246.56	\$5,246.56	\$109,753.44	4.56%
Active	R 01-293	LIBRARY GRANT	\$7,000.00	\$0.00	\$0.00	\$7,000.00	0.00%
Active	R 01-296	PD FORFEITURES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 01-297	POLICE MISC REVENUE	\$150,000.00	\$0.00	\$0.00	\$150,000.00	0.00%
Active	R 01-298	EMS MISC REVENUE	\$60,000.00	\$0.00	\$0.00	\$60,000.00	0.00%
		<b>Total</b>	<u>\$2,270,000.00</u>	<u>\$203,487.64</u>	<u>\$203,487.64</u>	<u>\$2,066,512.36</u>	<u>8.96%</u>
		<b>Total GENERAL FUND</b>	\$2,270,000.00	\$203,487.64	\$203,487.64	\$2,066,512.36	8.96%
<b>BINGO FUND</b>							
Active	R 02-294	BINGO REVENUE	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0.00%
Active	R 02-295	PULL TAB REVENUE	\$390,000.00	\$4,142.00	\$4,142.00	\$385,858.00	1.06%
		<b>Total</b>	<u>\$410,000.00</u>	<u>\$4,142.00</u>	<u>\$4,142.00</u>	<u>\$405,858.00</u>	<u>1.01%</u>
		<b>Total BINGO FUND</b>	\$410,000.00	\$4,142.00	\$4,142.00	\$405,858.00	1.01%
<b>SILVER SALMON DERBY</b>							
Active	R 03-230	DONATIONS	\$2,250.00	\$0.00	\$0.00	\$2,250.00	0.00%
Active	R 03-292	SILVER SALMON DERBY	\$43,436.00	\$405.00	\$405.00	\$43,031.00	0.93%
		<b>Total</b>	<u>\$45,686.00</u>	<u>\$405.00</u>	<u>\$405.00</u>	<u>\$45,281.00</u>	<u>0.89%</u>
		<b>Total SILVER SALMON DERBY</b>	\$45,686.00	\$405.00	\$405.00	\$45,281.00	0.89%
<b>ARPA LOCAL GOVT LOST REV</b>							

CITY OF SAND POINT

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\*Fund Summary -  
Budget to Actual©

JULY 24-25

	24-25 YTD Budget	JULY MTD Amount	24-25 YTD Amount	24-25 YTD Balance	24-25 % YTD Budget
<b>FUND 01 GENERAL FUND</b>					
Revenue	\$2,270,000.00	\$203,487.64	\$203,487.64	\$2,066,512.36	8.96%
Expenditure	\$2,654,176.00	\$529,058.59	\$529,058.59	\$2,125,117.41	19.93%
		-\$325,570.95	-\$325,570.95		
<b>FUND 02 BINGO FUND</b>					
Revenue	\$410,000.00	\$4,142.00	\$4,142.00	\$405,858.00	1.01%
Expenditure	\$407,650.00	\$1,953.11	\$1,953.11	\$405,696.89	0.48%
		\$2,188.89	\$2,188.89		
<b>FUND 03 SILVER SALMON DERBY</b>					
Revenue	\$45,686.00	\$405.00	\$405.00	\$45,281.00	0.89%
Expenditure	\$27,274.00	\$5,774.04	\$5,774.04	\$21,499.96	21.17%
		-\$5,369.04	-\$5,369.04		
<b>FUND 09 ARPA LOCAL GOVT LOST REV</b>					
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		
<b>FUND 10 CLINIC OPERATIONS/MAINTENANCE</b>					
Revenue	\$308,000.00	\$0.00	\$0.00	\$308,000.00	0.00%
Expenditure	\$81,236.00	\$0.00	\$0.00	\$81,236.00	0.00%
		\$0.00	\$0.00		
<b>FUND 61 WATER/SEWER OPERATIONS</b>					
Revenue	\$267,950.00	\$19,096.96	\$19,096.96	\$248,853.04	7.13%
Expenditure	\$247,000.00	\$23,201.61	\$23,201.61	\$223,798.39	9.39%
		-\$4,104.65	-\$4,104.65		
<b>FUND 62 HARBOR/PORT OPERATIONS</b>					
Revenue	\$674,500.00	\$47,549.07	\$47,549.07	\$626,950.93	7.05%
Expenditure	\$500,500.00	\$62,357.45	\$62,357.45	\$438,142.55	12.46%
		-\$14,808.38	-\$14,808.38		
<b>FUND 63 SOA DOCK</b>					
Revenue	\$35,000.00	\$1,200.00	\$1,200.00	\$33,800.00	3.43%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$1,200.00	\$1,200.00		
<b>FUND 65 REFUSE COLLECTION</b>					
Revenue	\$154,000.00	\$13,366.47	\$13,366.47	\$140,633.53	8.68%
Expenditure	\$122,400.00	\$17,410.82	\$17,410.82	\$104,989.18	14.22%
		-\$4,044.35	-\$4,044.35		
<b>Report Total</b>		-\$350,508.48	-\$350,508.48		

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

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Current Period: JULY 24-25

			24-25	24-25	JULY	24-25	% of
			YTD Budget	YTD Amt	MTD Amt	YTD Balance	YTD
Active	R 09-130	DEFERRED REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 09-256	REVENUE--STATE OF ALA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 09-257	REVENUE--FEDERAL GOV	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>Total</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Total ARPA LOCAL GOVT LOST REV</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>CLINIC OPERATIONS/MAINTENANCE</b>							
Active	R 10-257	REVENUE--FEDERAL GOV	\$308,000.00	\$0.00	\$0.00	\$308,000.00	0.00%
Active	R 10-288	GASB 87 LEASE REVENU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 10-289	GASB 87 INTEREST REVE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 10-291	BUILDING RENTALS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>Total</b>			<b>\$308,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$308,000.00</b>	<b>0.00%</b>
<b>Total CLINIC OPERATIONS/MAINTENANCE</b>			<b>\$308,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$308,000.00</b>	<b>0.00%</b>
<b>WATER/SEWER OPERATIONS</b>							
Active	R 61-202	FINES AND PENALTIES	\$1,200.00	\$137.78	\$137.78	\$1,062.22	11.48%
Active	R 61-203	OTHER REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 61-206	WATER/SEWER REVENU	\$236,250.00	\$18,959.18	\$18,959.18	\$217,290.82	8.03%
Active	R 61-234	SB 46 PERS RELIEF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 61-235	TRANSFER IN	\$30,500.00	\$0.00	\$0.00	\$30,500.00	0.00%
Active	R 61-270	ON BEHALF REVENUE PE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>Total</b>			<b>\$267,950.00</b>	<b>\$19,096.96</b>	<b>\$19,096.96</b>	<b>\$248,853.04</b>	<b>7.13%</b>
<b>Total WATER/SEWER OPERATIONS</b>			<b>\$267,950.00</b>	<b>\$19,096.96</b>	<b>\$19,096.96</b>	<b>\$248,853.04</b>	<b>7.13%</b>
<b>HARBOR/PORT OPERATIONS</b>							
Active	R 62-201	INTEREST INCOME	\$6,000.00	\$388.33	\$388.33	\$5,611.67	6.47%
Active	R 62-203	OTHER REVENUE	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
Active	R 62-210	HARBOR/MOORAGE	\$300,000.00	\$7,776.96	\$7,776.96	\$292,223.04	2.59%
Active	R 62-211	HARBOR/TRAVELLIFT	\$80,000.00	\$9,561.18	\$9,561.18	\$70,438.82	11.95%
Active	R 62-212	BOAT HARBOR/RENTS	\$135,000.00	\$23,401.98	\$23,401.98	\$111,598.02	17.33%
Active	R 62-215	HARBOR/WHARFAGE	\$35,000.00	\$706.38	\$706.38	\$34,293.62	2.02%
Active	R 62-219	HARBOR ELEC SERVICE	\$9,000.00	\$532.63	\$532.63	\$8,467.37	5.92%
Active	R 62-220	HARBOR/ELEC DEPOSIT	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	R 62-221	HARBOR/VAN STORAGE	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0.00%
Active	R 62-222	HARBOR/STALL ELECTRI	\$50,000.00	\$2,900.63	\$2,900.63	\$47,099.37	5.80%
Active	R 62-223	HARBOR/ELECTRICITY	\$2,000.00	\$597.47	\$597.47	\$1,402.53	29.87%
Active	R 62-224	GEARSHED LOCKER REN	\$15,000.00	\$0.00	\$0.00	\$15,000.00	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	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
Active	R 62-270	ON BEHALF REVENUE PE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 62-285	EQUIPMENT RENTAL	\$12,000.00	\$1,683.51	\$1,683.51	\$10,316.49	14.03%
Active	R 62-299	GAIN/LOSS DISPOSITION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>Total</b>			<b>\$674,500.00</b>	<b>\$47,549.07</b>	<b>\$47,549.07</b>	<b>\$626,950.93</b>	<b>7.05%</b>
<b>Total HARBOR/PORT OPERATIONS</b>			<b>\$674,500.00</b>	<b>\$47,549.07</b>	<b>\$47,549.07</b>	<b>\$626,950.93</b>	<b>7.05%</b>
<b>SOA DOCK</b>							
Active	R 63-215	HARBOR/WHARFAGE	\$35,000.00	\$1,200.00	\$1,200.00	\$33,800.00	3.43%
Active	R 63-245	CONTRIBUTIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>Total</b>			<b>\$35,000.00</b>	<b>\$1,200.00</b>	<b>\$1,200.00</b>	<b>\$33,800.00</b>	<b>3.43%</b>
<b>Total SOA DOCK</b>			<b>\$35,000.00</b>	<b>\$1,200.00</b>	<b>\$1,200.00</b>	<b>\$33,800.00</b>	<b>3.43%</b>
<b>REFUSE COLLECTION</b>							

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

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Current Period: JULY 24-25

		24-25	24-25	JULY	24-25	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	YTD
Active	R 65-202 FINES AND PENALTIES	\$1,000.00	\$70.06	\$70.06	\$929.94	7.01%
Active	R 65-204 REFUSE COLLECTION	\$153,000.00	\$13,296.41	\$13,296.41	\$139,703.59	8.69%
Active	R 65-234 SB 46 PERS RELIEF	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 65-235 TRANSFER IN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 65-270 ON BEHALF REVENUE PE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>Total</b>		<u>\$154,000.00</u>	<u>\$13,366.47</u>	<u>\$13,366.47</u>	<u>\$140,633.53</u>	<u>8.68%</u>
<b>Total REFUSE COLLECTION</b>		<u>\$154,000.00</u>	<u>\$13,366.47</u>	<u>\$13,366.47</u>	<u>\$140,633.53</u>	<u>8.68%</u>
<b>Report Total</b>		\$4,165,136.00	\$289,247.14	\$289,247.14	\$3,875,888.86	6.94%

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

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Current Period: JULY 24-25

	24-25 YTD Budget	24-25 YTD Amt	JULY MTD Amt	24-25 YTD Balance	% of YTD
<b>GENERAL FUND</b>					
LEGISLATIVE	\$98,100.00	\$8,496.98	\$8,496.98	\$89,603.02	8.66%
ADMINISTRATION	\$1,045,350.00	\$365,895.19	\$365,895.19	\$679,454.81	35.00%
PARKS AND RECREATION	\$12,500.00	\$2,678.82	\$2,678.82	\$9,821.18	21.43%
PUBLIC SAFETY	\$795,500.00	\$69,079.52	\$69,079.52	\$726,420.48	8.68%
PUBLIC WORKS	\$418,470.00	\$50,754.20	\$50,754.20	\$367,715.80	12.13%
FACILITIES	\$284,256.00	\$32,153.88	\$32,153.88	\$252,102.12	11.31%
<i>Total GENERAL FUND</i>	\$2,654,176.00	\$529,058.59	\$529,058.59	\$2,125,117.41	19.93%
<b>BINGO FUND</b>					
ADMINISTRATION	\$407,650.00	\$1,953.11	\$1,953.11	\$405,696.89	0.48%
<i>Total BINGO FUND</i>	\$407,650.00	\$1,953.11	\$1,953.11	\$405,696.89	0.48%
<b>SILVER SALMON DERBY</b>					
FIRE	\$27,274.00	\$5,774.04	\$5,774.04	\$21,499.96	21.17%
<i>Total SILVER SALMON DERBY</i>	\$27,274.00	\$5,774.04	\$5,774.04	\$21,499.96	21.17%
<b>ARPA LOCAL GOVT LOST REV</b>					
FACILITIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<i>Total ARPA LOCAL GOVT LOST REV</i>	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>CLINIC OPERATIONS/MAINTENANCE</b>					
ADMINISTRATION	\$81,236.00	\$0.00	\$0.00	\$81,236.00	0.00%
FACILITIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<i>Total CLINIC OPERATIONS/MAINTENANCE</i>	\$81,236.00	\$0.00	\$0.00	\$81,236.00	0.00%
<b>ROCK CRUSHER ENTERPRISE FUND</b>					
PUBLIC WORKS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<i>Total ROCK CRUSHER ENTERPRISE FUND</i>	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>WATER/SEWER OPERATIONS</b>					
WATER/SEWER	\$247,000.00	\$23,201.61	\$23,201.61	\$223,798.39	9.39%
<i>Total WATER/SEWER OPERATIONS</i>	\$247,000.00	\$23,201.61	\$23,201.61	\$223,798.39	9.39%
<b>HARBOR/PORT OPERATIONS</b>					
HARBOR	\$500,500.00	\$62,357.45	\$62,357.45	\$438,142.55	12.46%
<i>Total HARBOR/PORT OPERATIONS</i>	\$500,500.00	\$62,357.45	\$62,357.45	\$438,142.55	12.46%
<b>SOA DOCK</b>					
HARBOR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<i>Total SOA DOCK</i>	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>REFUSE COLLECTION</b>					
PUBLIC WORKS	\$122,400.00	\$17,410.82	\$17,410.82	\$104,989.18	14.22%
<i>Total REFUSE COLLECTION</i>	\$122,400.00	\$17,410.82	\$17,410.82	\$104,989.18	14.22%
<b>Report Total</b>	\$4,040,236.00	\$639,755.62	\$639,755.62	\$3,400,480.38	15.83%

# ADMINISTRATOR



City of Sand Point

## MEMORANDUM

**TO:** Mayor Smith and City Council Members  
**FROM:** Debi Schmit, City Administrator  
**DATE:** September 10, 2024  
**SUBJECT:** Monthly Report

Here is a summary of my projects since our last meeting:

- Since our last meeting, I spent some time answering questions about the FY23 audit. As far as I know, Altman, Rogers & Co. has everything they need to wrap up FY23. Because we had to track down some documents and provide more accounting, the audit will now be completed as time permits, which shouldn't be too much longer. The city's FY24 audit is still on track to be scheduled in December or January.
- I am happy to report that the new clinic lease shortfall I mentioned at the last meeting has been resolved. By the time of this meeting, the city should have received the check to cover what was still owed from FY21, FY22, FY23, and FY24.
- Mayor Smith and I have completed employee evaluations for all City Department Heads. Performance evaluations will be done at least annually around the first of every year. The next step is for each City Department Head to do employee performance evaluations with their direct reports. This is an opportunity to review job descriptions and discuss creating employee success one-on-one.
- The DEC has completed the review of the 2024 Sanitary Survey for the Sand Point Public Water System. The written report included three significant deficiencies and seven findings. Dylan Jacobsen is working on the significant deficiencies, which will be finished by the January deadline. One of the findings is included in the ANTHC upgrade project, three Dylan and his team can do, and three are on the list for a water project or when we can find the money to do them.
- Our strategic plan is on schedule.

# HEARINGS, ORDINANCES & RESOLUTIONS

**City of Sand Point**



**ORDINANCE 2024-04**

**AN ORDINANCE AMENDING CHAPTER 4 OF THE SAND POINT MUNICIPAL CODE TO UPDATE  
2.40.020 REGULAR COUNCIL MEETINGS.**

**WHEREAS**, the City of Sand Point recognizes the need for complete and clear language in our municipal code;

**WHEREAS**, the certain language currently in city code is out of date;

**WHEREAS**, there are circumstances where a quorum may not be available for the regular meeting date or it conflicts with significant dates in the community;

**WHEREAS**, there are multiple location options available for hosting the meeting to providing flexibility in the event that a change in venue is necessary; and therefore, the meeting should not be limited to a specific location;

**NOW BE IT ORDAINED BY THE CITY COUNCIL OF SAND POINT, ALASKA:**

**Section 1.** This is a code ordinance.

**Section 2. Amendment of Chapter 4, Section 2.40.020.** Chapter 2.40.020 of the Sand Point Municipal Code is hereby amended to read as follows [new language is underlined; deletions are in struck through]:

**§ 2.40.020. REGULAR COUNCIL MEETINGS**

- (a) All regular meetings of the Council shall be held on the second Tuesday of each month at 7:00 pm. If the mayor determines, prior to the scheduled date and time of a regular meeting, that a quorum will not be present or that the meeting date conflicts with other significant community events, the mayor may reschedule the meeting to a specified date and time. The mayor must provide at least 7 days' notice of the rescheduled meeting to

both council members and the public. A regular meeting rescheduled in this manner shall not be considered a special meeting.

- (b) The usual place of the Council meetings shall be at the City Building; provided, however, that in the event of any condition which renders the meeting place unfit to conduct any regular meeting of the Council, ~~the meeting may be moved to the community school.~~ the meeting may be moved to a public location with 24-hour notice given of the location change.

**Section 3.** Effective Date. This ordinance shall be effective immediately.

**PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF  
THE SAND POINT CITY COUNCIL THIS 8<sup>th</sup> DAY OF OCTOBER, 2024.**

ATTEST:

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James Smith, Mayor

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Jade Gundersen, City Clerk

# City of Sand Point



## RESOLUTION 24-05

### **A RESOLUTION OF THE SAND POINT CITY COUNCIL APPOINTING ELECTION JUDGES FOR THE OCTOBER 1, 2024 GENERAL CITY ELECTION.**

**WHEREAS**, the City of Sand Point's General Election will be held October 1, 2024, 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:

Marcella DeCosta	Judge
Laiv Gundersen	Judge
Michelle Nelson	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 1, 2024 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 \$20.00 per hour worked.

**PASSED AND APPROVED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL FOR THE CITY OF SAND POINT ON THIS 10<sup>th</sup> DAY OF SEPTEMBER, 2024.**

### **CITY OF SAND POINT**

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James Smith, Mayor

**ATTEST:**

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Jade Gundersen, City Clerk

# OLD BUSINESS

# NEW BUSINESS



City of Sand Point

## MEMORANDUM TO COUNCIL

**TO:** Mayor Smith and City Council Members  
**FROM:** Debi Schmit, City Administrator  
**DATE:** September 5, 2024  
**SUBJECT:** Clinic Lease

The City of Sand Point has been leasing the clinic building to Eastern Aleutian Tribes, Inc. since 2006. The last signed lease renewal expires on September 30, 2024. The rent has always been \$25,617.50 per month.

The clinic building needs new siding and other upgrades, as outlined in the inspection report received this summer. I met with Eastern Aleutian Tribes to discuss a rent adjustment, but according to IHS, we are already at the high end. Paul Mueller at Eastern Aleutian Tribes is seeking additional IHS funds to purchase and install a new floor and siding.

I recommend approving the lease for another three years.

The new lease agreement is attached to this memo.

## CITY OF SAND POINT COMMERCIAL LEASE AGREEMENT

This lease agreement ("Lease") is made effective this 1<sup>st</sup> day of October, 2024, by and between the **CITY OF SAND POINT**, hereinafter called "City" or "Lessor" and **EASTERN ALEUTIAN TRIBES, INC.** ("EAT"), hereinafter called "EAT" or "Lessee."

The parties agree as follows:

**1. PREMISES:** City, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Lessee, does hereby let, lease and demise to Lessee the following described property with rights of reasonable ingress and egress:

Lot 2, Tract 3A, Village Green Subdivision, Plat 99-6, Aleutian Islands Recording District, Third Judicial District, State of Alaska, which is located in the City of Sand Point, Alaska and depicted on Attachment A hereto, and includes a building consisting of a combined total of 10,247 square feet, more or less, all of which is collectively referred to herein as "the Premises".

The Premises are taken by Lessee "AS IS, WHERE IS," except as otherwise specifically stated herein. The described Premises are leased, subject to deed restrictions, easements, rights-of-way, if any, zoning and building restrictions and government regulations now in effect or hereafter adopted by any governmental authority.

**2. LEASE TERM: (a) Term.** The term of this Lease shall be from **October 1, 2024**, through and including **September 30, 2027**, unless terminated earlier in accordance with the terms of this Lease.

**(a) Renewal Option.** Lessee shall have two options to renew this Lease for an additional three (3) year term each. Lessee shall notify Lessor of Lessee's intent to exercise the option to renew this Lease not less than ninety (90) days prior to the end of the lease term then in effect.

**(b) Holding Over.** In the event that the Lessee holds over at or after the initial lease term, or any extended term of this Lease, the tenancy shall be deemed a month-to-month tenancy commencing on the first day of the holding over period. The rental rate for any holdover period shall be one-hundred per cent (100%) of the monthly rental rate for the month immediately prior to commencement of the holdover period. All covenants required to be observed by Lessee continue into any holdover period.

**3. RENT, LATE FEES AND SECURITY DEPOSIT: (a) Rent.** Lessee agrees to pay monthly rent of **\$25,617.50**, which is not less than **\$2.50** per square foot per month, for a total of \$307,410 per year. If, for any reason other than the default of Lessee, this Lease begins or ends on a day other than the first or the last day of a calendar month, rent shall be prorated for that month. The monthly rental fee is to be paid in advance, without notice and demand, and shall be due on the first day of each month. First month's rent is due upon execution of this Lease, receipt of which is acknowledged by Lessor. Rent shall be made payable to the City of Sand Point and either delivered to the City Clerk's office, P. O. Box 249, Sand Point, Alaska 99661, or to any other address that the City may designate in writing, or deposited directly by electronic fund transfer in an account designated by the City.

On October 1<sup>st</sup> of the initial year of any renewal term, the rent shall be increased in an equal amount to the percentage of change in the consumer price index for Anchorage (CPI-U) from the consumer price index for Anchorage (CPI-U) determined by the City for the initial lease year of the previous term. For example, assuming the consumer price index for Anchorage was 100 during the lease year in which the last adjustment to rent had been made and was 105 three years later, the rent due for the following three-year term would be increased five percent (5%) from the rent paid during the previous term, but in no case will

said rate of inflation be a basis for requiring the City to reduce rent. Where possible, Lessor will provide Lessee with at least ten (10) days' advance notice of any increased rent assessment.

(a) **Late Fee.** Should Lessee fail to make a rent payment within ten (10) days after that rent payment is due; Lessee shall be liable for a late charge of \$25.00 as partial compensation to the City for its administrative costs resulting from the late payment of rent. This late charge shall be due and collected as additional rent on the 10<sup>th</sup> day following the due date of the rent payment.

**4. COMPLIANCE WITH LAWS:** Lessee shall comply with all applicable laws, ordinances and regulations of duly constituted public authorities now or hereafter enacted in any manner affecting the Premises or the sidewalks, alleys, streets, and ways adjacent thereto, and any buildings, structures, fixtures and improvements and the use thereof, whether or not any such laws, ordinances or regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same. Lessee agrees to indemnify, defend, and hold the City financially harmless (a) from the consequences of any violation of such laws, ordinances and/or regulations, and (b) from all claims for damages on account of injuries, death or property damage resulting from such a violation.

**5. USE AND CARE OF PREMISES:** Use of the Premises is restricted to the primary business(es) of the Lessee: provision of health care services. Any other use of the Premises must be approved by the Lessor.

Lessor makes no warranties or representations, express or implied, regarding the suitability or physical condition of the Premises. Lessee represents and warrants that it has independently inspected the Premises and made all investigations necessary to satisfy itself that the Premises are sufficient to accommodate the use for which Lessee intends the Premises. Lessee shall and is relying solely on such independent inspection investigations and observations in entering into this Lease. Lessee holds Lessor harmless for any defects in the Premises that would prevent Lessee from using the Premises for Lessee's intended use.

Lessee shall not use or permit others to use the Premises or any part thereof as a residence or sleeping quarters. Lessee further agrees that Lessee will not permit any unlawful occupation, business or trade to be conducted on said Premises or any use to be made thereof contrary to any law, ordinance or regulation. Lessee shall maintain the Premises and any improvements constructed or located thereon in good condition and repair during the term of this Lease and any renewal terms or holdover periods. Lessee further agrees that Lessee will neither cause, nor maintain, nor permit any public or private nuisance to exist on the Premises, nor fail to maintain the Premises in an orderly, neat, and clean condition, free of any hazards and nuisances.

Notwithstanding any other provision of this Lease, Lessee shall not commit or permit any act that disturbs the quiet enjoyment of any other user of neighboring properties. Lessee shall not use areas of ingress and egress to the Premises for sustained periods in any way that would prevent others from having unimpeded ingress and egress to neighboring properties or premises via public rights-of-ways and easements or other public access areas.

**6. HAZARDOUS MATERIALS:** Any fuel or oil stored on the Premises shall be stored so as to prevent the discharge of such hazardous substance from entering any ground or surface waters or adjacent waters. Lessee shall promptly clean or mop up any fuel or oil spilled on or about the Premises, including adjacent rights-of-ways and easements. If Lessee's use of the Premises results in hazardous materials being on or about the Premises, Lessee shall have materials and equipment available at all times sufficient to contain and clean up any such substances.

Lessee shall strictly comply with all applicable laws, ordinances or regulations respecting the

handling, containment and cleanup of discharges or releases of Hazardous Materials. In the event of a discharge or release of a Hazardous Material resulting from or related in any way to Lessee's activities in, on, or about the Premises, Lessee shall (a) promptly and completely clean up the discharge or release, in strict compliance with applicable laws, ordinances or regulations, and (b) defend, indemnify and save Lessor harmless from all consequences thereof, including but not limited to fines, penalties, third-party claims for damages, any and all costs incurred by the City as a result of any local, state or federal remedial or compliance actions, whether informal or formal, all clean up and remediation costs needed to restore the site to its previous condition, and full reasonable, actual attorney's fees incurred by the City as a result of the discharge or release.

If, during the term of this Lease, any Hazardous Materials are released or discharged on or from the Premises to, on, or about the Premises or other properties, including but not limited to the surface or subsurface waters adjacent to the Premises, Lessee shall indemnify, defend, and hold the Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including, but not limited to costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal or restorative work required by any federal or state agency due to the presence or suspected presence of Hazardous Materials in the soil or groundwater or surface waters on or under the Premises or adjacent to the Premises, whether such losses arise during or after the term of this Lease, but only to the extent that such release or discharge is not caused by the sole fault of the Lessor or its agents, representatives, contractors or employees.

As used in this Lease, the term "Hazardous Materials" includes, but is not limited to, oil, diesel fuel, or petroleum fractions; asbestos; polychlorinated biphenyls (PCBs); any substance defined or listed by the State of Alaska or the Environmental Protection Agency as a hazardous substance under Title 46 of the Alaska Statutes or associated regulations or CERCLA, 42 U.S.C. § 6901 *et seq.*, or associated regulations; and any substance listed by the U.S. Department of Transportation or Environmental Protection Agency under 33 U.S.C. § 1317, 49 C.F.R. § 172.101 or 40 C.F.R. § 302.

**7. UTILITIES AND SERVICES:** Lessee shall pay the charges set forth below for utilities supplied to all or any part of the Premises directly to the utility companies and shall pay Lessor the amounts set forth below as consideration for providing Lessee with Building Management, an Annual Fire Inspection, Monitoring and Preventative Maintenance, and certain Maintenance Materials and Supplies required to maintain the Premises in a safe and rentable condition.

Excepting the services identified in the previous paragraph, Lessee shall be responsible for provision of any other utilities and other services reasonably necessary to maintain the Premises and any improvements thereto and to keep the same in a safe and rentable condition. Failure to timely pay for utilities and services provided to the Premises is cause for termination of the Lease at the option of the Lessor. In no event shall the Lessor be liable for any loss or damage caused by any variation, interruption or failure of utility services. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements, or due to accident, conditions, or events beyond the Lessor's reasonable control shall be deemed an eviction of Lessee or relieve Lessee of any of Lessee's obligations hereunder.

Without limiting the general language of this Section, Lessee acknowledges that it is solely responsible for obtaining the following utilities and services, and for paying the same directly to the provider thereof:

- Water/Sewage
- Electricity
- Fuel
- Trash and Waste Removal
- Hazardous Medical Waste Removal

Notwithstanding any other requirements of this Lease, Lessee shall pay or reimburse to Lessor the actual

cost incurred by Lessor to provide the following Services:

- Lessor's Building Management: \$425.00 per month or \$5,100.00 per year
- Annual Fire Inspection: \$1,338.00
- Lessor's Monitoring and Preventative Maintenance: \$1,708.33 per month or \$20,500.00 per year
- Maintenance Materials and Supplies: \$2,233.00 per month
- Property Insurance purchased by Lessor: \$3,750.00 per year

Costs to be paid directly by Lessee:

- Fire Extinguishers: \$66.67 per year
- Security Cameras: \$699.00
- Lessee's Property Insurance: \$1,334.00 per year
- Annual City Business License: \$25.00 per year

**8. TAXES AND ASSESSMENTS:** Lessee agrees to pay all taxes and assessments, ordinary and extraordinary, general and specific, which may be levied or assessed on the Premises. Lessee further agrees to maintain a current City of Sand Point business license during each year of this Lease and any term of extension or holdover, and to collect and remit City sales tax if and to the extent required by City ordinances. Should Lessee fail to timely obtain a City business license or to collect and remit City sales taxes as required by City ordinances, it shall be considered a material breach of this Lease and a basis for default.

**9. IMPROVEMENTS:** Lessee may make such alterations, additions, or improvements to the Premises as Lessee deems necessary for the use(s) identified above upon prior approval by Lessor evidenced in writing. Lessee shall provide Lessor any plans for any such improvements in advance when seeking the prior approval required sentence. All fixtures or improvements constructed or installed shall be at the sole cost of the Lessee unless otherwise agreed in writing. The approval by Lessor of any improvement or plans refers only to the conformity of such plans for the Premises. Such plans are not approved for architectural or engineering design and Lessor assumes no liability or responsibility therefore, or for any defect in any structure, fixture or improvement constructed from such plans.

Upon termination of this Lease and any renewal or extension thereof, Lessee shall remove all fixtures and movable personal items, provided that any damage caused to the Premises by reason of such removal shall be paid by Lessee. Any trade fixtures and other movable personal items not so removed by Lessee shall become the property of the Lessor. All permanent improvements shall become the property of the Lessor.

Lessor may, in its sole discretion, remove and store and sell or dispose of any or all property not timely removed from the Premises. Storage shall be for the account and at the expense of Lessee. If after a period of thirty days (30) or more Lessee has not paid all sums due and owing to Lessor under this Lease, Lessor may sell any or all of such property of value at a public or private sale. Lessor shall mail written notice of such sale to Lessee at least ten (10) days prior to sale. The notice shall state the date, time and place of the sale. Lessor may set the time, place and manner of the sale. The proceeds of any such sale shall be applied first to the costs of sale (including actual, reasonable attorney's fees), then to storage charges and then to delinquent sums due or to become due Lessor under this Lease and any remaining balance shall be mailed to Lessee.

Costs of anticipated improvements in FY 2018 to be paid by Lessee to Lessor:

- None planned at this time.

**10. INDEMNIFICATION AND INSURANCE:** (a) Indemnification. Lessee agrees to protect, defend, indemnify and save harmless the Lessor, its agents, employees, and officials, from and against any and all claims, demands and causes of action of any nature whatsoever, and any expenses incurred by the Lessor incident to the defense of and by Lessor against any claim for any injury to or death of persons or

loss of or damage to property occurring on the Premises, or any other claim in any manner arising out of or related to Lessee's use and occupation of said Premises, or the condition thereof.

**(a) Liability and Property Damage Insurance.** Lessee agrees that it shall be solely responsible for purchasing and keeping in force during the Term hereof, and any extensions, insurance on all fixtures, and improvements installed by Lessee and articles of personal property in the custody of Lessee on the leased Premises. The amount insured shall equal the full estimated replacement cost of the property insured (except for loss due to flood or earthquake if said coverage is purchased by Lessee).

Lessor agrees that it shall be solely responsible for purchasing and keeping in force during the Term hereof, and any extensions, commercial property insurance covering the building on the Premises, Lessor's fixtures, equipment, improvements and betterments. Such insurance shall contain a declared valuation provision in lieu of any co-insurance clause, an ordinance and law endorsement, debris removal coverage, and shall cover the estimated replacement cost of the property insured. Lessee shall reimburse Lessor the actual cost of such insurance in the amount of \$3,750.00.

Both parties shall maintain general comprehensive liability insurance under policies issued by insurers of recognized responsibility, which coverage, pertaining to the Leased Premises and each party's activities thereon, shall not be less than one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the aggregate, for bodily injury, personal injury or death or for damage or injury to or destruction of property, including the loss of use thereof. The "other insurance" clauses of such liability policy shall recognize that Lessee's policy shall provide primary coverage. Lessee shall name Lessor as an additional insured.

**(b) Malpractice Protection.** Lessee shall maintain Federal Tort Claims Act ("FTCA") protection to the maximum extent available under its federal grants, to provide indemnity against tort and malpractice claims against Lessee, its providers and employees arising out of services provided at the Clinic. Lessee shall maintain additional professional liability insurance, including malpractice coverage, to provide coverage in the event that a specific service or incident is determined not to be covered by FTCA protection. Lessee shall provide proof of such coverage to Lessor upon request.

**(c) Workers Compensation and Employers Liability Insurance.** Lessee shall maintain workers compensation and employers liability insurance as required by law.

**(d) Waiver of Subrogation.** Each party's insurance as provided herein shall waive subrogation against the other party, its agents and employees.

**(e) Proof of Coverage.** Each party shall furnish the other with certificates of insurance with an endorsement providing for not less than thirty (30) days' notice to the other party of intent to cancel or decrease the insurance. Copies of insurance policies will be made available within ten (10) days of receipt of a written request for such copy to the party requesting a copy.

**(f) Default.** Failure of a party to maintain the required insurance may result in termination of this Lease by the other party.

**11. EMINENT DOMAIN:** If the entire Premises shall be taken by any public or governmental authority under the power of eminent domain, the term of this Lease shall cease as of the date possession is taken by such authority and the rents shall be paid up to that date. If only a part of the Premises shall be taken and the remainder remains rentable for the purposes for which Lessee has been using the Premises, then this Lease shall continue in effect, except that the rent shall be reduced in proportion to the Premises that remain rentable. All damages awarded for such taking may be retained by City except City shall not be entitled to any portion of the award made to Lessee for cost or removal of stock, fixtures and leasehold

improvements. The term "eminent domain" as used herein shall include the exercise of any similar governmental power and any purchase or other acquisition in lieu thereof.

**12. NOTICES:** Any and all notices required or permitted under this Lease, shall be in writing to each party at its following address or fax number (or to such other address or fax number as that party may have most recently given notice of in writing to the other party) and shall be delivered via first-class mail, postage prepaid, via facsimile, or in person, and shall be directed as follows:

**LESSOR:** City of Sand Point  
P.O. Box 249  
Sand Point, AK 99661  
(907) 383-2696 (phone) (907) 383-2698 (fax)

With a courtesy copy to

Munson, Cacciola & Severin, LLP  
1029 West 3rd Avenue, Suite 402  
Anchorage, AK 99501

**LESSEE:** Eastern Aleutian Tribes  
3380 C Street, Suite 100  
Anchorage, AK 99503  
(907) 277-1440 (phone) (907) 277-1446 (fax)

Notices shall be effective at the earlier of receipt or within three (3) days of being placed in the U.S. Mails, postage prepaid.

**13. DEFAULT:** If Lessee at any time during the term of this Lease or any extension hereof shall (a) fail to make payment of any installment of rent or of any other sum herein specified to be paid by Lessee, or (b) fail to observe or perform any of Lessee's other covenants, agreements or obligations hereunder, and if any such default shall not be cured, as to Subsection 13(a), within fifteen (15) days after mailing of written notice of such failure to make payments, or, as to Subsection 13(b), if within twenty (20) days after Lessor shall have delivered to Lessee written notice specifying such default or defaults, Lessee shall not have commenced to cure such default and proceed diligently to cure the same, then in any such event Lessor shall have the right at its election, then or at any time thereafter, and while such default(s) or events shall continue, to give Lessee notice of termination of this Lease. In such a case, on a date specified in such notice, which date shall not be less than fifteen (15) days after the date of mailing of such notice ("termination date"), the term of this Lease shall come to an end. Lessee hereby covenants peaceably and quietly to yield up and surrender to Lessor, not later than the termination date, said Premises and all structures, buildings, improvements and equipment located thereon not the property of the Lessee, and to execute and deliver to Lessor such instrument or instruments as shall be required by Lessor as will properly evidence termination of Lessee's rights hereunder or its interest therein.

In the event of termination of this Lease, Lessor shall have the right to repossess the Premises and such structures, buildings, improvements and equipment, without process of law or any form of suit or proceedings, subject to Lessee's removal rights under this Lease. Lessor shall further have the right to sue for and recover all rents, accrued and unaccrued and other sums owing including but not limited to interest, and damages arising out of any breach on the part of Lessee, including all reasonable attorney's fees incurred by Lessor to carry out such action. Further, Lessor shall also have the right, without resuming possession of the Premises or terminating this Lease, to sue for and recover all rents and other sums, including damages, at any time and from time to time accruing hereunder.

Lessor shall not be in default of any of its obligations hereunder unless and until it shall have unreasonably failed to perform said obligation within thirty-days (30), or such additional time as may be reasonably required, after receipt of written notice from Lessee specifying the claimed default.

**14. COSTS UPON DEFAULT:** If either party is in default in the performance of any of its obligations under this Lease and an action is brought for the enforcement thereof, the defaulting party shall pay to the other all the expenses incurred therefore, including reasonable, actual attorney's fees and all costs. Any sums due from Lessee under this Lease shall accrue interest at ten percent (10%) per annum from the date due until paid in full.

**15. RIGHTS AND REMEDIES:** No right or remedy herein conferred upon or reserved to the Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given thereunder, or now or hereafter existing at law or in equity or by statute.

**16. WAIVER AND FORBEARANCE:** No waiver by the Lessor of any breach by Lessee of any of its obligations or agreements or covenants herein under shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation, nor shall any forbearance by the City to seek remedy for any breach by Lessee be deemed a waiver by the City of its rights and remedies with respect to such breach.

**17. INSPECTION AND ACCESS:** Lessor shall have reasonable access to the Premises for purposes of inspection regarding the faithful performance of the covenants and conditions of this Lease and for the performance of other lawful requirements. Lessee shall provide City of Sand Point's Department of Public Safety with a complete set of keys to the Premises for use in an emergency. Lessee shall also provide Lessor with the name and home phone number of the appropriate Clinic manager, if other than the person identified in paragraph 12, above, for use and notification in an emergency.

**18. SUCCESSORS IN INTEREST:** This Lease shall be binding upon and shall inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

**19. ASSIGNMENT OR SUBLETTING:** Lessee shall not assign, sublet or grant a security interest in the Premises, or any part thereof, without the prior written consent of the Lessor (which, as to subletting or assignment, shall not be unreasonably withheld). Lessee's request to assign or sublease must be in writing and must show the name, address, and telephone number of the proposed assignee or sublessee. The City may request additional information about any proposed assignee or sublessee. Any transfer of the Lease by way of a change in effective control or change in ownership of 30% or more of the stock or interest in the Lessee is an assignment for purposes of this Lease. Lessee shall not be released from their obligations without a written release by Lessor.

**20. FUNDING SOURCE:** It is anticipated that the funding source to be used to pay for rent or of any other sum herein specified to be paid by Lessee will be coming from Indian Health Service's 105(l) Lease Program. Therefore, no rent or of any other sum herein specified to be paid by Lessee will be paid until the Lessee receives such funding from Indian Health Service's 105(l) Lease Program. Lessor agrees to waive any late fees or interest charged when a late payment is due solely to the Lessee not yet receiving funding from Indian Health Service's 105(l) Lease Program.

In the event the Indian Health Service cancels the 105(l) lease program or does not provide Lessee with 105(l) lease funding for a given fiscal year, and such action is not the fault of the Lessee, this Lease shall terminate and the previous Memorandum of Agreement between the parties that was in effect from September 1, 2012 and renewed effective July 1, 2015 shall be re-instated until a new MOA or lease is signed; provided, however, that the previous MOA shall not be in effect for longer than the maximum term

of this Lease including all possible renewals provided for in Section 2(a).

21. **SEVERABILITY**. Any provision of this Lease which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

22. **TIME OF THE ESSENCE**. Time is of the essence as to each term and provision of this Lease to be performed by Lessee and to be performed by Lessor.

23. **RELATIONSHIP OF PARTIES**. This Lease is intended to create the relationship of lessor and lessee between Lessor and Lessee and no other relationship.

24. **GOVERNING LAW**. This Lease shall be construed and governed by the laws of the State of Alaska. All suits related to this Lease shall be brought only in state court in the Third Judicial District, State of Alaska.

25. **INTEGRATION AND MODIFICATION**: This document contains the entire agreement of the parties hereto. All negotiations, statements, or representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this lease and the performance of either party hereto are merged and integrated into the terms of this document. This Lease may not be modified or amended except in writing signed by all of the parties. Any purported amendment, understanding or modification is without effect until reduced to writing signed by each party hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
CITY OF SAND POINT, ALASKA  
BY: James Smith  
ITS: Mayor, City of Sand Point

Dated: \_\_\_\_\_

\_\_\_\_\_  
EASTERN ALEUTIAN TRIBES  
BY: Paul Mueller  
ITS: CEO, Eastern Aleutian Tribes

STATE OF ALASKA            )  
  )  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by, James Smith, Mayor, for the City of Sand Point, Alaska, a municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA            )  
  )  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Paul Mueller, CEO, d/b/a Eastern Aleutian Tribes.

\_\_\_\_\_  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires: \_\_\_\_\_





# CITY OF SAND POINT DONATION REQUEST APPLICATION

This form must be completed to be considered for a donation from the City of Sand Point. A letter may be included.

TODAY'S DATE: \_\_\_\_\_ DATE(S) OF EVENT: \_\_\_\_\_

ORGANIZATION/BENEFICIARY NAME: \_\_\_\_\_

PERSON COMPLETING THIS FORM: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

AMOUNT REQUESTED: \$ \_\_\_\_\_ (An amount range is acceptable)

If Approved: Who should the check be made out to: \_\_\_\_\_

If Approved: Mailing address of donation recipient: \_\_\_\_\_

Number of participants benefiting from donation: \_\_\_\_\_

How will the participants benefit from this donation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What is your estimated budget? Where does the City donation fit into the budget? Who are, if any, the other donors? Please limit your answer to no more than one page.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you willing to report back, without a reminder, to the Mayor and Council describing you event/project within two months? Yes No

### FOR OFFICE USED ONLY

Submit applications to:  
City of Sand Point  
Attn: City Clerk  
PO Box 249  
Sand Point, Alaska 99661  
Or you may submit via e-mail to: [sptcity@arctic.net](mailto:sptcity@arctic.net)

Date Received: \_\_\_\_\_  
Council Decision:  
Approved  
Denied  
Tabled for more information  
Amount approved: \_\_\_\_\_

If you have any questions, please feel free to contact the City Clerk at (907)383-2696.



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

Dear Mayor Jim Smith and esteemed Council Members:

I am writing on behalf of the Qagan Tayagungin Tribe Environmental Department. We are hoping you will consider providing donations for our 15th Annual End of Summer Clean Up.

The End of Summer Clean Up takes place during September. Our department is hoping to host this event the week of September 15<sup>th</sup> or 22<sup>nd</sup>, weather depending. Last year's End of Summer Clean Up turned out to be a great success. We are hoping this year will be even better.

All proceeds will go to the End of Summer Clean Up for barbecue and serving supplies, gifts and gift card raffle for both youth and adult participation. We are hoping gift cards 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. Your consideration is most appreciated.

Thank you for your time.

Sincerely,

*Clarissa Devine*

Clarissa Devine  
Environmental Coordinator

*Allen Mitchell*

Allen Mitchel  
Environmental Assistant

List of supplies needed for the End of Summer Clean up

5 packages of hot dogs 5 packages of hot dog buns

2x 30 count of hamburger patties, 6/7 packages of hamburger buns

3 Boxes of assorted chips

Condiments: 1 Grill pack - 3 pack of Relish, Ketchup, Mustard. 2x Mayonnaise

Toppings: Lettuce, tomatoes, onion, pickles

Beverages: Soda, Water, or Juice

Grilling Essentials: Propane

Serving Supplies: Plates, serving trays

Gift Cards from Trident

2x \$100 (1 each for youth and adult)

6x \$50.00 (3 each for youth and adult)

Promotional gear: sweaters, sweats, leggings, shirts, hats, etc.

AC Gift Cards

2x \$100 (1 each for youth and adult)

6x \$50 (3 each for youth and adult)

Promotional gear: sweaters, sweats, leggings, shirts, hats, etc.

Other: Promotional gear: sweaters, sweats, leggings, shirts, hats, etc.

# PUBLIC COMMENTS

# COUNCIL COMMENTS

# ADJOURNMENT

**FYI**



September 3, 2024

Alvin Osterback, Mayor and Assembly  
Aleutians East Borough  
3380 C Street, Suite 205  
Anchorage, AK 99503

Dear Mayor Osterback and Aleutian East Borough Assembly Members,

The Sand Point City Council and I emphasize the swimming pool's crucial role in our region and urge the Aleutian East Borough (AEB) Assembly to repair it as soon as possible.

As you know, the pool provides many health and safety benefits to many communities in the AEB. Our region's economy depends on commercial fishing; most families work and play in the ocean year-round. Our residents must learn how to swim. Another essential benefit is that the pool is a place for students and residents to socialize, which helps to ward off depression. The pool also has health benefits, allowing for exercise during the winter months of inclement weather.

We understand that AEB plans to build a new pool, which may take years. Fixing the pool now is worth it if learning to swim saves even one life.

Please keep our community safe and healthy by fixing the pool.

Sincerely,

Jim Smith  
Mayor