



**City of Gustavus**  
P.O. Box 1  
Gustavus, AK 99826  
Phone: (907) 697-2451

**COUNCIL PACKET**  
**October 8, 2009 GENERAL MEETING**

**City Council General Meeting - City of Gustavus  
8 October, 2009  
Gustavus City Hall  
Time – 7:00 pm  
Citizens are cordially invited to attend and participate**

1. **Call to order**
2. **Roll Call**
3. **Approval of minutes**
  - A. **September 10, 2009**
4. **Mayor's request for agenda changes –**
5. **Committee Reports –**
  - A. **Planning**
  - B. **Parks**
  - C. **library**
6. **Consent agenda –**
  - A. **Appoint Adrianna Cahill to Planning Committee**
  - B. **Appointment of William Unkel to GVFD Board Liaison**
7. **Ordinance for Publication –**
  - A. **FY10-07 An Ordinance Amending Title 8**
  - B. **FY10-06 An Ordinance Amending Title 2.40.140 Telephonic Participation**
  - C. **FY10-05 An Ordinance Amending the Admin Budget**
8. **Ordinance for Public Hearing-**
  - A. **FY10-04 An Ordinance Amending the Road Budget**
9. **Policy and Procedures for Publication – None**
10. **Policy and Procedures for Public Hearing – None**
11. **Unfinished Business –**
  - A. **Utility Agreement State/City – Authorizing Signature**
12. **New Business-**
  - A. **GVA Disbursement of Funds**
  - B. **RFQ MF 2009-01 Sports Launch Ramp – Upper Concrete Ext.**
  - C. **Resolution 2009-25 Marine Facilities Fees**
  - D. **Road Committee. Approval of purchase for an amount over \$2000.00 - Culverts**
  - E. **GVFD – ARFF Contract Acceptance – Authorizing Signature**
13. **Staff Reports-**
  - A. **City Council Reports**
  - B. **Mayor's report –**
  - C. **City Clerk report –**
14. **City Council questions and comments – All**
15. **Public Comments on Non Agenda Items –**
16. **Executive Session**
17. **Adjournment**

**NOT YET APPROVED**  
**City Council Minutes**  
**City of Gustavus, Alaska**

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**City Council General Meeting**  
**September 10, 2009**

**1. Call to Order:** A General Meeting of the Gustavus City Council was held on September 10, 2009 at 7:00PM. Vice Mayor Berry acting as Presiding Officer called the meeting to order at 7:05PM.

**2. Roll Call:**

Comprising a quorum of the Council the following were present:

Mayor Unkel -Via Teleconference  
Vice Mayor Berry  
Council Member Cacioppo  
Council Member Howell  
Council Member Lassiter  
Council Member Marchbanks  
Council Member Nixon - Via Teleconference

**3. Approval of Minutes**

**A. Minutes from the August 7, 2009 Special Meeting**

Motion: Council Member Marchbanks moved the minutes be accepted as submitted for the August 7<sup>th</sup> 2009 Special Meeting.

Seconded by: Council Member Lassiter

**ROLL CALL VOTE ON MOTION:**

Yes: Berry, Cacioppo, Howell, Lassiter, Marchbanks, Nixon, Unkel

No: None

Motion Passes 7/0

**B. Minutes from the August 13, 2009 General Meeting**

Motion: Council Member Lassiter moved to accept the minutes as submitted.

Seconded by: Council Member Howell

**ROLL CALL VOTE ON MOTION:**

Yes: Berry, Cacioppo, Howell, Lassiter, Marchbanks, Nixon, Unkel

No: None

Motion Passes 7/0

**4. Mayor's Request For Agenda Changes:** None

**5. Committee Reports:**

- A. GCN Committee report given by Vice Mayor Berry.
- B. Marine Facilities Committee no report given.
- C. Endowment Committee report given by Bruce Tedtsen.

**6. Consent Agenda:** None

**7. Ordinances for Publication:**

- A. FY10-04NCO (Gravel Pit) An Ordinance for the City of Gustavus for the amendment of the Road Committee budget for Fiscal Year FY10.

Public Comment: None

Motion:	Council Member Lassiter moved that we accept FY10-04NCO for the Road Committee gravel pit expansion for publication.
Seconded by:	Mayor Unkel

Conflict of Interest: Council Member Marchbanks declared a conflict of interest due to the fact that her company will be bidding on the RFQ.

Ruling: Vice Mayor Berry ruled that there is a conflict of interest and that she should not vote on the publication, public hearing, RFQ letting, and award.

Council discussion followed.

<b>ROLL CALL VOTE ON MOTION:</b>	
Yes:	Berry, Cacioppo, Howell, Lassiter, Nixon, Unkel
No:	None
Recused:	Marchbanks
Motion Passes 6/0 with 1 Recused	

**8. Ordinances for Public Hearing:**

- A. FY10-03NCO (Clinic) AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF THE CITY

**NOT YET APPROVED  
City Council Minutes  
City of Gustavus, Alaska**

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OF GUSTAVUS ADMINISTRATIVE BUDGET FOR FY10 FOR  
THE PURPOSE OF A DONATION TO THE GUSTAVUS  
COMMUNITY CLINIC.

Public Hearing:

Diane Klawunder  
Eileen Clark  
Dan Pratchner

Motion:	Council Member Marchbanks moved that we accept Ordinance FY10-03NCO an ordinance for the City of Gustavus providing for the amendment of the City of Gustavus Administrative budget for FY10 for the purpose of a donation to the Gustavus Community Clinic.
Seconded by:	Council Member Cacioppo

Council discussion followed.

CONFLICT OF INTEREST: Council Member Marchbanks declared a conflict of interest due to her daughter in law is the office manager at the Clinic.

RULING: Vice Mayor Berry ruled that there is a conflict and Council Member Marchbanks should be recused from voting.

Motion:	Council Member Howell moved to challenge the ruling.
Seconded by:	Council Member Cacioppo

ROLL CALL VOTE ON MOTION TO OVERRULE:	
Yes:	Cacioppo, Howell, Lassiter, Nixon, Unkel
No:	Berry
Recused:	Marchbanks,

Motion Passes: 5/1 with 1 Recused

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City Council Minutes  
City of Gustavus, Alaska**

**ROLL CALL VOTE ON MOTION:**

Yes: Berry, Cacioppo, Marchbanks, Nixon, Unkel  
No: Howell, Lassiter

Motion Passes 5/2

**9. Policy for Publication:** None

**10. Policy & Procedure for Public Hearing:** None

**11. Unfinished Business:**

- A. Resolution 2009-23 (Terminal Building)** A Resolution to support the construction of a terminal building at the newly constructed Gustavus Dock, and; To support Alaska Department of Transportation's conditions that the City of Gustavus provides the maintenance and Operations of said terminal building.

Resolution 2009-23 was read by Council Member Marchbanks.

Public Comment: Ken Klawunder  
Ponch Marchbanks  
Diane Klawunder

Motion: Mayor Unkel moved the Council accept this resolution.  
Seconded by: Council Member Marchbanks

Motion to Amend: Mayor Unkel moved to amend to removed the paragraph that refers to the \$237,000.  
Seconded by: Council Member Lassiter

Council discussion followed on amendment.

**ROLL CALL VOTE ON AMENDMENT:**

Yes: Berry, Cacioppo, Howell, Lassiter, Marchbanks, Nixon, Unkel  
No: None

Motion Passes 7/0

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City Council Minutes  
City of Gustavus, Alaska**

Motion to Amend: Council Member Nixon moved to amend to remove the 7 <sup>th</sup> paragraph. Seconded by: Mayor Unkel
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Council discussion on amendment followed

ROLL CALL VOTE ON MOTION TO AMEND: Yes: Berry, Cacioppo, Lassiter, Nixon, Unkel No: Howell, Marchbanks
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Motion Passes 5/2
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Council discussion on amended main motion followed.

Motion to Amend: Council Member Marchbanks moved to amend the title to remove and, and strike the second paragraph. Seconded by: Council Member Lassiter
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Council discussion followed.

ROLL CALL VOTE ON MOTION TO AMEND: Yes: Berry, Cacioppo, Howell, Lassiter, Marchbanks, Nixon, Unkel No: None
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Motion Passes 7/0
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ROLL CALL VOTE ON AMENDED MAIN MOTION: Yes: Cacioppo, Howell, Lassiter, Marchbanks, Nixon, Unkel No: Berry
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Motion Passes 6/1
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**B. Resolution 2009-22 (Road Acceptance)** A Resolution to accept a Road named "End of Trail" as part of the City's maintained road system.

Resolution 2009-22 was read by Council Member Lassiter.

Public Comment: None

Motion: Council Member Lassiter moved we adopt Resolution 2009-22. Seconded by: Mayor Unkel
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Council discussion followed.

**ROLL CALL VOTE ON MOTION:**

Yes: Berry, Cacioppo, Howell, Lassiter, Marchbanks, Nixon, Unkel

No: None

Motion Passes 7/0

**12. New Business:**

**A. Snow Removal Contract**

**CONFLICT OF INTEREST:**

Council Member Marchbanks declared a conflict of interest due to the fact that her company is the lowest responsive, responsible bidder.

**RULING:**

Vice Mayor Berry ruled that there is a conflict.

**Public Comment:**

Kim Ney

**Motion:**

Council Member Lassiter moved that we accept the snow removal contract between the City of Gustavus and Glacier Bay Construction.

**Seconded by:**

Council Member Howell

Council discussion followed.

**ROLL CALL VOTE ON MOTION:**

Yes: Berry, Cacioppo, Howell, Lassiter, Nixon, Unkel

No: None

Recused: Marchbanks

Motion Passes 6/0 with 1 Recused

**B. Appointment of Election Judges/Clerks/Chair**

Public Comment: None

**NOT YET APPROVED  
City Council Minutes  
City of Gustavus, Alaska**

Motion:	Council Member Cacioppo moved to accept the Election Judges and Election Judge Clerks as presented.
Seconded by:	Council Member Howell

Council discussion followed.

**ROLL CALL VOTE ON MOTION:**

Yes: Berry, Cacioppo, Howell, Lassiter, Marchbanks, Nixon, Unkel  
No: None

Motion Passes 7/0

**13. Staff Reports:** None

**14. Mayor's Report:**

- A. Tank Farm tanks are in place.
- B. Tank Farm Business Plan has been signed.
- C. Meeting with NPS concerning MOU with GVFD.

**City Clerk's Report:**

- A. Municipal Elections are on October 6, 2009
- B. Filing period for City Council Declarations of Candidacy is open until September 16<sup>th</sup>.
- C. Election Review Committee which is the City Council will certify the election on October 9<sup>th</sup>.

**15. City Council Questions & Comments**

- A. Council Member Nixon discussed the Marine Facility Committee's plans.
- B. Council Member Cacioppo inquired about the problems with the fuel tank at the Fire Hall.
- C. Council Member Howell discussed the needs of the Fire Department.

**16. Public Comment on Non-Agenda Items:**

- A. Diane Klawunder
- B. Ponch Marchbanks

**17. Executive Session**

- A. City Clerk Evaluation

**NOT YET APPROVED**  
**City Council Minutes**  
**City of Gustavus, Alaska**

Motion: Council Member Marchbanks moved to go into executive session in order to evaluate the City Clerk.  
Seconded by: Council Member Lassiter

ROLL CALL VOTE ON MOTION:  
Yes: Berry, Cacioppo, Howell, Lassiter, Marchbanks, Nixon, Unkel  
No: None

Motion Passes 7/0

*(Clerk's Note: With no objection the meeting reconvened at 9:46PM)*

Motion: Council Member Howell moved to increase the City Clerk's wage to \$25.00.  
Seconded by: Council Member Lassiter

Council discussion followed.

ROLL CALL VOTE ON MOTION:  
Yes: Berry, Cacioppo, Howell, Lassiter, Marchbanks, Nixon, Unkel  
No: None

Motion Passes 7/0

**18. Adjournment:**

With no further business before the Council the meeting was adjourned at 9:50PM.



Date Received:

RECEIVED  
SEP 22 2009

BY:.....

APPLICATION FOR APPOINTMENT/REAPPOINTMENT TO BOARDS & COMMITTEES  
CITY OF GUSTAVUS

Board/Committee Name: Planning Committee Position: \_\_\_\_\_

Name: Cahill Adrianna C  
Last First MI

Residence Address: 1 Bagus Lane

Mailing Address: Po Box 247

Home Phone: 697-2241

E-Mail Address: adri-cahill@hotmail.com

Can you regularly attend meetings?  YES  NO  
(Committee and Board by-laws may have attendance requirements)  
Are you currently affiliated with the City in any way? (For example emergency responder, employee)  
 YES  NO  
If yes, please list positions: \_\_\_\_\_

Have you been a member of this board/committee before? NO

Reason for interest in committee/board membership: A desire to contribute to my community

Brief background of experience that would qualify you for the position: Masters of Public Administration (12/09), previous experience in large and small bureaucracies.

Adrianna Cahill Adrianna Cahill 9/22/09  
Signature Printed Name Date

**CITY OF GUSTAVUS, ALASKA  
ORDINANCE FY10-07**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS AMENDING TITLE 8  
HARBOR FACILITIES**

**BE IT ENACTED BY THE GUSTAVUS CITY COUNCIL AS FOLLOWS:**

- Section 1. Classification This ordinance is of general and permanent nature and shall become a part of the City of Gustavus Municipal Code.
- Section 2. Severability If any provisions of this ordinance or any application thereof to any person or circumstance is held invalid, the remainder of this ordinance and its application to other persons, or circumstances shall not be affected thereby.
- Section 3. Enactment Now therefore, be it enacted by the Gustavus City Council that Title 8 be amended as follows.  
**Bolded** items are additions, ~~strickthroughs~~ are deletions.

**TITLE 8**

**HARBOR FACILITIES**

**Chapters:**

- 8.01 General Provisions**
- 8.02 Administration**
- 8.03 Moorage**
- 8.04 Transfer of Cargo, Storage and Other Activity**
- 8.05 Duties of Boat/Skiff/Landing Craft/Barge Owners**
- 8.06 Prohibited Practices**
- 8.07 Fees and Penalties**
- 8.08 Impoundment.**

**Sections:**

**8.01 General Provisions.**

- 8.01.1 Purpose
- 8.01.2 Interpretation
- 8.01.3 Implied Agreement from Use of Facilities
- 8.01.4 Tariff for Use by Common Carriers
- 8.01.5 Definitions.

**8.02 Administration.**

- 8.02.1 Harbormaster
- 8.02.2 Disclaimer of Liability
- 8.02.3 The Marine Facilities Committee
- 8.02.4 Commission Duties
- 8.02.5 Commission Procedure

**8.03 Moorage.**

- 8.03.1 Registration Required
- 8.03.2 (Reserved) Transient Moorage
- 8.03.3 (Reserved)
- 8.03.4 (Reserved) Reserved Moorage
- 8.03.5 Moorage Conditions and Restrictions
- 8.03.6 Refusal of Moorage
- 8.03.7 (Reserved) Required Equipment
- 8.03.8 (Reserved) Utilities
- 8.03.9 Authority of Harbormaster to Board and Move Vessel
- 8.03.10 Forfeiture of Space

**8.04 Transfer of Cargo, Storage and Other Activity**

- 8.04.1 Transfer of Cargo
- 8.04.2 Storage
- 8.04.3 ~~(Reserved)~~ **Harbor Zones**
- 8.04.4 (Reserved) Repairs

8.04.5 Launching

- 8.04.6 (Reserved) Floatplanes
- 8.04.7 Restricted Areas
- 8.04.8 Parking
- 8.04.9 Residential Use
- 8.04.10 Signs
- 8.04.11 Accident Report

**8.05 Duties of Boat/Skiff/Landing Craft/Barge Owners**

**8.06 Prohibited Practices**

- 8.06.1 Speeding
- 8.06.2 Operating Under the Influence
- 8.06.3 Improper Boat Operation
- 8.06.4 Hazard to Navigation
- 8.06.5 Failure to Register
- 8.06.6 Improper Moorage
- 8.06.7 Reserved
- 8.06.8 Improper Use of Facilities
- 8.06.9 Improper Waste Disposal
- 8.06.10 Reserved
- 8.06.11 Unattended Cargo or Freight
- 8.06.12 Improper Petroleum Products Disposal

- 8.06.13 Improper Care and Control of Animals
- 8.06.14 Posting Written or Printed Material
- 8.06.15 Reserved
- 8.06.16 Reserved
- 8.06.17 Failure to Report

**8.07 Fees and Penalties**

- 8.07.1 Fee Schedule (by resolution)
- 8.07.2 Fee Collection and Lien
- 8.07.3 Penalties

**8.08 Impoundment**

- 8.08.1 Vessels and/or Property Which May Be Impounded
- 8.08.2 Notice to Owner
- 8.08.3 Hearing
- 8.08.4 Decision
- 8.08.5 Impoundment
- 8.08.6 Notice of Sale
- 8.08.7 Sale

**TITLE 8**

**HARBOR FACILITIES**

**Chapter 8.01**

**General Provisions**

**Section:**

- 8.01.1 Purpose**
- 8.01.2 Interpretation**
- 8.01.3 Implied Agreement for Use of Facilities**
- 8.01.4 Tariff for Use by Common Carriers**
- 8.01.5 Definitions**

**8.01.1 Purpose.** The purpose of this title is:

- (a) To provide for the safe and efficient use of Salmon River harbor facilities and all dock and float facilities, including those in Icy Passage managed by the City of Gustavus.
- (b) To provide for the orderly management, development, and control of the harbor facilities;

- (c) To protect and preserve the lives, health, safety and well-being of persons who use, work or maintain property at the harbor facilities;
- (d) To protect public property;
- (e) To prevent fire or health hazards and abate nuisances;
- (f) To prevent and discourage the use of the harbor facilities for derelict vessels and property
- (g) To insure adequate financial resources are available for upkeep and eventual replacement of the harbor facilities by the assessment of reasonable user fees or through other means; and
- (h) To conform with State of Alaska standards regarding ordinances for harbor facilities.

**8.01.2 Interpretation.** This title shall be construed to the greatest extent reasonable, in such a manner as to be consistent with applicable federal and state law, regulation, and any conveyances or agreements from or with the State of Alaska pertaining to harbor facilities.

**8.01.3 Implied Agreement for Use of Facilities.** The use of the harbor facilities or the presence of a vessel therein shall constitute an agreement by the

owner, operator, master and managing agent to conform to the provisions of this title and any rule, regulation or order made pursuant thereto and to pay all fees and charges provided by this title. The City of Gustavus does not assume responsibility or liability for loss or damage to property, or injury to persons within or upon its harbor facilities. All persons visiting or using harbor facilities do so at their own risk.

**8.01.4 RESERVED**

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## Chapter 8.02

### Administration

**Section:**

- 8.02.1 Harbormaster**
- 8.02.2 Disclaimer of Liability**
- 8.02.3 Marine Facilities Committee**
- 8.02.4 Committee Duties**

## 8.02.5 Committee Procedure

**8.02.1 Harbormaster.** The Mayor may appoint a Harbormaster who shall administer harbor facilities with the powers provided by this title. The Harbormaster, working with the Mayor and/or Gustavus City Council and Marine Facilities Committee, may issue regulations not inconsistent with this title for the operation and use of the harbor facilities. Regulations shall be in writing and posted for public view at the in three public places for 30 days prior to becoming effective. Thereafter, they shall be available for public distribution at the Gustavus City Clerk's office.

**8.02.2 Disclaimer of Liability.** The authority granted to the Harbormaster shall not create an obligation or duty requiring the Harbormaster to take any action to protect or preserve any vessel or property located at or within the harbor facilities, or utilizing the harbor facilities. The City of Gustavus shall not be liable for any loss or damage to real or personal property at the harbor facilities resulting from fire or other casualty, theft, or vandalism.

**8.02.3 Marine Facilities Committee.** The Marine Facilities Committee shall be appointed and function as a standing committee in accordance with Gustavus City Ordinance Section 2.40.150 for standing committees. The Harbormaster shall not be a voting member of the Marine Facilities Committee, but will serve the Committee in an advisory role.

**8.02.4 Committee Duties.** The Committee shall advise the Mayor and Council on all matters regarding supervision and control of the harbor facilities. The Committee shall supervise the Harbormaster and recommend regulations for the use of the harbor facilities to the Council. The Council may adopt or disregard the Committee's recommendations.

**8.01.5 Definitions.** Whenever the words, terms, phrases and their derivations set forth in this section are used in this title, they shall have the meaning set forth in this section.

- (e) (a) Anchor. "Anchor" means to secure a vessel to the bed of a body of water by dropping an anchor or anchors or by using a buoy or other ground tackle
- ~~(p)~~ (b) Cargo/Freight. **For the purposes of this section, cargo/freight will be defined as goods or materials that are loaded or off-loaded by a commercial vessel**
- ~~(d)~~ (c) Derelict. "Derelict" means any vessel or property which is or reasonably appears to be forsaken, abandoned, deserted, cast away, unsound, unseaworthy, or unfit for its trade or occupation.
- ~~(e)~~ (d) Distress. "Distress" means a state of disability or a present or obvious imminent danger which if unduly prolonged could endanger life and/or property.

~~(f)~~ **(e)** Emergency. "Emergency" means a state of imminent or proximate danger to life or property in which time is of the essence.

~~(b)~~ **(f)** Floats. "Floats" hereafter refers to the gangway and floats attached to the main Gustavus dock.

~~(a)~~ **(g)** Harbor. "Harbor" hereafter refers to the Salmon River Boat Harbor area and facility.

~~(g)~~ **(h)** Harbor facilities. "Harbor facilities" includes the Salmon River Boat Harbor area and facility, the Gustavus Dock Facility, its dock and bridge, the gangway and floats attached thereto, all water, tidal areas, adjacent upland areas, floats, pilings, docks, moorings, buoys, stalls, vehicle parking area, structures, or other harbor improvements constructed, maintained, owned, or leased by the City, together with any and all facilities of a port or maritime nature either publicly or privately owned that are primarily used by or for the service of vessels, including docks, floats, pilings, ramps, hoists, parking areas, leased water areas, concessions and/or service facilities located within the area defined herein and more particularly described as follows:

The Salmon River Boat Harbor area and facility:

Means all the land within ~~Parcel #3~~ **Tract B**, Government lot 6, the Salmon River Boat Harbor area (35.65 acres minus the 12 acres subdivided from the parcel and dedicated to the Gustavus Disposal and Recycling Center), Section 8 of Township 40 S., Range 59 E., Copper River Meridian.

The Gustavus Dock facility:

This facility begins within the uplands of the N.E. ¼ of Section 19 of Township 40 S., Range 59 E, Copper River Meridian and proceeds south across the tidelands into Icy Passage waters according to current tideland surveys.

Those structures included in the facility are the dock and approach, the gangway, floats and all tidelands and waters 300 feet on either side of the bridge to include a "navigation clear zone" off the south face of the main Gustavus Dock as indicated on the attached map. In addition to the "navigation clear zone," a "navigation approach zone" SW off the main Gustavus dock is provided to assure safe and clear passage for ships and barges as they approach the main dock face

~~(h)~~ **(i)** Harbormaster. "Harbormaster" means the individual described in Section 08.02.01 and any assistant Harbormaster or other person designated by the Harbormaster/Gustavus City Council/Mayor to act in his/her place.

~~(j)~~ **(j)** Moor. "Moor" means to secure a vessel other than by anchoring.

~~(k)~~ **(k)** Moorage. "Moorage" means the process of mooring or the state of being moored and, when the context requires, the fees for such acts imposed by this title.

~~(l)~~ **(l)** Nuisance. "Nuisance" means derelict private property including a vessel, a vessel which is not kept and/or regularly pumped free of excess water inside its hull, or is submerged, or which constitutes a fire, health, safety or navigation hazard. A vessel may be presumed to constitute a nuisance if:

1. The vessel is sunk or in immediate danger of sinking, or is obstructing a waterway, or is endangering life or property

- and has been left unattended for a continuous period of twenty-four (24) hours; or
2. The vessel has been moored or otherwise left at a harbor facility; and
    - A. The vessel's owner no longer resides at the address listed in the vessel registration with the City of Gustavus; or
    - B. The last registered owner of record disclaims ownership and the current owner's name or address cannot be determined, or the vessel identification number or other means of identification have been obliterated or removed in a manner that nullifies or precludes efforts to locate or identify the owners; or
    - C. The City has no record of the vessel ever having been registered with the City and the owner's name cannot be determined; or
  3. The vessel does not clear the harbor facilities at least one (1) time per year.
- ~~(j)~~ **(m)** Person. "Person" means any natural person, partnership, corporation, or governmental agency. A natural person and a corporation may be considered the same if the former has control over the latter.
- ~~(m)~~**(n)** Qualifying Interest. "Qualifying Interest" in a vessel means the interest of a person who owns the vessel or under the provisions of written charter or lease has exclusive control over the operation and navigation of the vessel. The person who transfers title to a vessel or enters into a charter or lease of the vessel, and thereby relinquishes his exclusive control over the use and operation of the vessel, ceases to have a qualifying interest in the vessel
- ~~(n)~~ **(o)** Transfer of Cargo. "Transfer of cargo" means all types of loading, unloading, transfer and/or containerization of any kind of cargo.
- ~~(o)~~ **(p)** Vessel. "Vessel" means any ship, boat, skiff, barge, dredge, and/or craft of every kind and description, whether used for pleasure or commercial purposes, which is designed to be used as a means of transportation on or through the water, but excluding seaplanes.

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## Chapter 8.03

### Moorage

#### Section:

#### 8.03.1

#### Registration Required

- 8.03.2                    Transient Moorage**
- 8.03.3                    (Reserved)**
- 8.03.4                    (Reserved) Reserved Moorage**
- 8.03.5                    (Reserved) Moorage Conditions and Restrictions**
- 8.03.6                    (Reserved) Refusal of Moorage**
- 8.03.7                    (Reserved) Required Equipment**
- 8.03.8                    (Reserved) Utilities**
- 8.03.9                    Authority of Harbormaster to Board and Move Vessel**
- 8.03.10                  (Reserved) Forfeiture of Space**

**8.03.1                  Registration Required.**

Each owner, master or managing agent of a vessel using the harbor facilities is required to register the person's name, address and telephone number, and the vessel's name, with the Harbormaster/City and will be required to sign a user agreement. Registration forms will be available at the harbor sites. Said owner, master or managing agent shall promptly notify the Harbormaster/City of Gustavus of any changes in registration information.

**8.03.2                  Transient Moorage.** Moorage at the Gustavus Dock facility shall not exceed the times as posted on signage at the dock to be established by resolution.

**8.03.3                  (Reserved)**

**8.03.4                  (Reserved) Reserved Moorage**

**8.03.5                  (Reserved) Moorage Conditions and Restrictions**

**8.03.6                  (Reserved) Refusal of Moorage.**

**8.03.7                  (Reserved) Required Equipment.**

**8.03.8                  (Reserved) Utilities**

**8.03.9                  Authority of Harbormaster to Board and Move Vessel.**

In the event of a fire or other emergency affecting the safety of persons and property in the harbor facilities, the Harbormaster may board, move, replace inadequate mooring lines on, remove snow from, pump water from, and take any other action to prevent loss of life or property with respect to any vessel in the harbor facilities.

**8.03.10                (Reserved) Forfeiture of Space**

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**Chapter 8.04**

**Transfer of Cargo, Storage and Other Activity**

**Section:**

- 8.04.1 Transfer of Cargo**
- 8.04.2 Storage**
- 8.04.3 Reserved Harbor Zones**
- 8.04.4 (Reserved) Repairs**
- 8.04.5 Launching**
- 8.04.6 (Reserved) Floatplanes**
- 8.04.7 Restricted Areas**
- 8.04.8 Parking**
- 8.04.9 Residential Use**
- 8.04.10 Signs**
- 8.04.11 Accident Report**

- 8.04.1 Transfer of Cargo.** These provisions are intended to govern common carrier cargo operations and sale or transfer of seafood products at harbor facilities.
- (a) Location. Transfer of cargo may occur only at designated loading zones within the harbor facilities. Loading zones shall be adequately marked with time limits at the discretion of the Harbormaster/City. **Freight not delivered or removed within from the loading zone within twenty-four (24) hours shall moved to the freight staging area by the freight agent.**
  - (b) Notification. Cargo carriers ~~should~~ **will** coordinate their entrance into the harbor facilities ~~at the discretion~~ **under the direction of** the Harbormaster/City prior to use. All hazardous materials shall be clearly marked and labeled in accordance with state and federal regulations.
  - ~~(c)~~
  - ~~(d)~~(c) Freight Transfer Duration. Freight transfer time at the facility is limited to:
    - 1. The transferring of/or loading of materials only. In special situations these times may be extended by the Harbormaster/City.
  - ~~(e)~~(d) Liability and Indemnity. All risk of loss from theft, fire, or other casualty to cargo shall be assumed by the parties to the shipping agreement and not the City of Gustavus. The person loading/unloading cargo shall defend, indemnify, and hold the City of Gustavus harmless from all claims arising from the cargo transfer at the harbor facilities.
  - ~~(f)~~(e) Cargo Area Cleanup. Cargo carriers will keep the cargo transfer area clean and free of trash, pallets or operational equipment associated with freight service. Failure to comply may result in a refusal of facility use for the carrier.
- 8.04.2 Storage.**
- (a) Availability. Storage space may be available at the harbor facilities in designated areas. A person may apply to use storage space at the harbor facilities by contacting Harbormaster/City.

- (b) Assignment of Storage Space. Storage space will be let by a first-come first-serve basis.
- (c) Use Period. ~~Items may be placed in the designated storage area for up to two weeks without charge or longer by special arrangement.~~  
**Refer to Resolution 2009-25 Exhibit 1**
- (d) Items stored outside the designated storage area will be considered a nuisance.
- (e) Specific Types of Storage. The following requirements apply to the kind of storage indicated:
1. Boats and boat trailers. Boats and boat trailers may be stored, provided they do not create a safety hazard to persons or property and are readily moveable and stored only in the designated storage area if such area exists.
  - ~~3.~~**(2)** Vessels. Vessels may be stored without trailers, but must be blocked and properly supported so as not to create a safety hazard and located in a place designated for such storage by the City.
  - ~~4.~~**(3)** Other Cargo. Incoming and outgoing cargo and commodities of a size and type not suitable for containerized storage may be neatly stored in the open in areas designated by the Harbormaster/City.
  - ~~5.~~ Markings. ~~Items placed in a storage area, including goods on pallets, shall be clearly marked with the name of the owner or responsible person, mailing address, telephone number.~~
  - ~~6.~~ Liability and Indemnity. ~~The user of storage space in the harbor facilities assumes all risk of loss from theft, fire or other casualty. Storage areas in the harbor facilities may not be guarded or enclosed. The user shall defend, indemnify, and hold the City of Gustavus harmless from all claims arising from storage at the harbor facilities.~~

**(f) Staging Areas**

**The staging area is for the storage of any freight actively involved in transfer.**

**(g) Storage area**

**The storage area is for marine-related items, boats and boat trailers. Fees for storage shall be set forth in Resolution.**

1. **Individuals or businesses may lease some or all of the storage area. Buildings should be moveable—on skids. Fee rate shall be based on a per square foot basis established by resolution.**
- 5.2. Markings. Items placed in a storage area, including goods on pallets, shall be clearly marked with the

name of the owner or responsible person, mailing address, telephone number.

- 6- 3. Liability and Indemnity. The user of storage space in the harbor facilities assumes all risk of loss from theft, fire or other casualty. Storage areas in the harbor facilities may not be guarded or enclosed. The user shall defend, indemnify, and hold the City of Gustavus harmless from all claims arising from storage at the harbor facilities.
4. **The City requires that boats parked permanently on boat harbor property in various areas be moved to the storage area or removed by the owner from the property. This does not apply to vessels below mean high tide. REFERS TO: 8.01.5 Definitions.**

#### **8.04.3 RESERVED Harbor Zones**

**Harbor zones consist of the loading zone, staging area, boat launch areas and storage and are delineated in the map attachment.**

#### **8.04.4 RESERVED**

**8.04.5 Launching.** Launching motorized vessels through use of a trailer shall be restricted to launch ramps. Vessels shall be continuously engaged in launching or haul out and shall not be left unattended while in the launching area. ~~The vessel launching fee shall be paid prior to the vessel entering the launching area.~~ **The fees for launching will be set forth in resolution.**

#### **8.04.6 (Reserved) Floatplanes**

**8.04.7 Restricted Areas.** The Harbormaster/City may by regulation restrict areas of the harbor facilities from use by one or more classes of vessels, for certain activities and for longer than specified periods.

**8.04.8 Parking.** The council may establish by resolution designated parking areas and rules for users of the harbor facilities.

**8.04.9 Residential Use.** No portion of the harbor facilities or cargo within the harbor facilities shall be used for residential purposes. Vessels within the harbor facilities shall not be used for residential purposes. Camping is not allowed in the Salmon River Boat Harbor area or facility.

**8.04.10 Signs.** Signs or other printed material shall not be placed on any part of the harbor facilities without prior approval by the Harbormaster/City.

**8.04.11 Accident Report.** Any person utilizing the harbor facilities involved in an accident resulting in the death or serious injury of any person or

damage to property shall, in addition to any other notices required by law, immediately give oral notice of the accident to the Harbormaster/City. In addition, the person shall, within twenty-four (24) hours after the accident, file a written report with the Harbormaster on such form as the Harbormaster/City may provide.

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## **Chapter 8.05**

### **Duties of Boat/Skiff/Landing Craft/Barge Owners**

#### **Section:**

**8.05.1** In addition to the duties of registration and identification as herein provided, every owner, master, operator or managing agent of any boat using the mooring and/or other facilities of the harbor shall be obliged to use due diligence in performing the following requirements:

- (a) Use all reasonable effort and precautions in keeping the boat in his or her charge well secured, securely moored with lines in reasonably fit condition, sufficiently pumped out at all times to keep the boat afloat, and to otherwise attend the needs of the boat to avoid need for attention by the Harbormaster/City.
- (b) To promptly pay all charges and taxes assessed or levied according to law either against the boat or its owner.
- (c) Supply and use adequate fenders to safeguard floats and vessels from chafing and other damages.

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## **Chapter 8.06**

### **Prohibited Practices**

#### **Section:**

- 8.06.1**        **Speeding**
- 8.06.2**        **Operating Under the Influence**
- 8.06.3**        **Improper Boat Operation**
- 8.06.4**        **Hazard to Navigation**
- 8.06.5**        **Failure to Register**
- 8.06.6**        **Improper Mooring**
- 8.06.7**        **(Reserved)**
- 8.06.8**        **Improper Use of Facilities**
- 8.06.9**        **Improper Waste Disposal**
- 8.06.10**       **Improper Dumping or Discarding of Property**
- 8.06.11**       **Unattended Cargo or Freight**
- 8.06.12**       **Improper Petroleum Product Disposal**
- 8.06.13**       **Control of Animals**
- 8.06.14**       **Posting Written or Printed Matter**

- 8.06.15 (Reserved) Water Sports**
- 8.06.16 (Reserved) Conducting Commercially Oriented Business**
- 8.06.17 Failure to Report**

**8.06.1 Speeding.** To operate or cause to be operated any water craft at a speed in excess of five (5) nautical miles per hour or at any speed which causes an excessive wake.

**8.06.2 Operating Under the Influence.** No person may operate a vessel within the harbor facilities area described in 8.06.01, while under the influence of alcohol or other drugs to the extent that it would be unlawful to operate a motor vehicle under state law in such conditions.

**8.06.3 Improper Boat Operation.** No person shall operate or cause to be operated any boat or watercraft in a reckless/negligent manner and in willful and wanton disregard for the safety of persons or property within the limits of the boat harbor facilities

No person shall operate any boat or watercraft in a manner that shall unreasonably or unnecessarily interfere with other watercraft or vessels or with the free and proper navigation of the waterways of the harbor facilities.

**8.06.4 Hazard to Navigation.** No person shall create or fail to remove, after request from the Harbormaster/City, a hazard to navigation within the area described in 8.01.5 part g, known as the harbor facilities.

**8.06.5 Failure to Register.** No owner/operator of a vessel shall fail to register a vessel operated by that person with the Harbormaster/City.

**8.06.6 Improper Mooring.** No person shall moor a vessel or anchor any boat, vessel or other floating structure;

- (a) in such a manner as to obstruct access to the float or harbor facilities;
- (b) within the navigation clear zone or the navigation approach zone in Icy Passage.

**8.06.7 (Reserved) Inadequate Equipment.**

**8.06.8 Improper Use of Facilities.** No person may use portions of the harbor facilities for purposes or in a manner contrary to Title 8 of this ordinance.

**8.06.9 Improper Waste Disposal.** No person shall dispose of trash, garbage, refuse, human, or any similar substance into the water at the harbor facilities. Disposal of seafood wastes may occur from the Gustavus Dock and floats. Only small amounts of seafood waste should be disposed of at the Salmon River Boat Harbor facility.

**8.06.10 Improper Dumping or Discarding of Property.** No person shall dump or discard tangible property at or on the Salmon River boat harbor facility.

**8.06.11 Unattended Cargo or Freight.** No person shall deposit, place or leave any cargo, merchandise, supplies, freight, articles or other objects upon any float, ramp, decline, walk or other public place at the harbor facilities excepting at such places as may be designated as loading and unloading zone by the Harbormaster/City. Free and unencumbered access must be maintained at all times to the public facilities.

**8.06.12 Improper Petroleum Product Disposal.** No person shall release any fuel, oil, their derivatives, wastes or by-products, or other petroleum products in the water at the harbor facilities.

**8.06.13 Control of Animals.** Owners will be responsible for cleaning up after their pets.

**8.06.14 Posting Written or Printed Matter.** No person shall erect, place, write, post or maintain any written or printed matter, advertising matter or sign at the harbor facilities without having first obtained permission of the Harbormaster/City. All unauthorized signs shall be removed by the Harbormaster/City.

No person shall disregard, deface, remove, tamper with or damage any sign or notice posted or erected by the Harbormaster/City relating to the use of mooring areas or other uses of the harbor facilities. Signs shall be placed at normal height requirements at the harbor facilities.

**8.06.15 (Reserved) Water Sports**

**8.06.16 (Reserved) Conducting Commercially-Oriented Business.**

**8.06.17 Failure to Report.** No person shall fail to report accidents required by Section 8.04.11 of this title.

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## **Chapter 8.07**

### **Fees and Penalties**

**Section:**

**8.07.1 Fee Schedule**  
**8.07.2 Fee Collection and Lien**  
**8.07.3 Penalties**

**8.07.1 Fee Schedule.** A fee schedule will be set forth in resolution

**8.07.2 Fee Collection and Lien**

- but
- (a) Invoicing. Invoices may be delivered personally or mailed when due as set forth in resolution.
  - (b) Delinquent Fees and Fines. Fees are delinquent when they are more than thirty (30) days past due. Fines are delinquent on the day after they are issued by the City. The Harbormaster/City may, need not, give notice of any delinquent fees or fines.
  - (c) Interest on Delinquent Fees and Fines. Delinquent fees and fines under this title shall accrue interest at the rate of one and one-half percent (1.5%) per month from the date they were due until paid in full.
  - (d) Collection Action. The Mayor is authorized to commence suit or exercise any other legal remedy to collect any delinquent fee or fine. In the event such suit is commenced, the person obligated to pay the fee or fine shall, in addition to any other liability imposed by this title, be liable for the City of Gustavus' actual, reasonable attorney's fees and costs associated with the collection.
  - (e) Lien for Unpaid Fees. In addition to all other remedies available by law, the City shall have a lien for any fees, interest and costs of collection, including attorney's fees, provided by this title, upon any vessel (including all equipment, tackle, and gear) cargo and property giving rise to such fees. The lien may be enforced by any procedure otherwise provided by law and by the procedure set forth in 8.08 of this title.

**8.07.3 Penalties.**

- (a) Every act prohibited by this title is unlawful and may be enjoined by judicial order. The list of prohibited practices listed in Chapter 8.06 may be subject to civil penalties, in amounts to be established by resolution of the City Council, not to exceed three (\$300) per violation. Each act or violation and every day upon which a violation occurs or continues constitutes a separate offence.
- (b) Citation: A person committing a violation of this title shall be issued a citation, unless otherwise required by law or the immediate circumstances. If the violation for which the citation is issued is one which does not require a mandatory appearance, the person to whom it is issued may plead no contest or guilty to the offense without a court appearance by signing the appropriate blank on the citation and paying the specified fine in person or by mail within five (5) days of the date of the citation, to the City Clerk at The City of Gustavus, P.O. Box 1, Gustavus, Alaska 99826. Acceptance of payment of the prescribed fine is complete satisfaction for the violation, and the offender shall be given a receipt which so states, if requested.
  - 1. Mail-In Fine Procedure. If the violation for which the citation is issued is one for which only a fine may be

imposed, the person to whom it is issued may plead no contest or guilty to the offense without a court appearance by signing the appropriate blank on the citation and paying the specified fine. Acceptance of payment of the prescribed fine is complete satisfaction for the violation, and the offender shall be given a receipt that so states, if requested.

- (c) Promise to Appear. The citation form shall contain a place for the accused to sign acknowledging receipt of the citation and if the person refuses to accept the citation or refuses to sign acknowledgement of receipt and promise to appear, the Harbormaster/City shall proceed in the manner provided by law for violations. If the accused accepts the notice but fails to pay the fine or appear in court as required, the citation shall be considered a summons for the charge of the violation and the accused shall be proceeded against in a manner prescribed by law.

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## **Chapter 8.08**

### **Impoundment**

**Section:**

<b>8.08.1</b>	<b>Vessels and/or Property Which May be Impounded</b>
<b>8.08.2</b>	<b>Notice to Owner</b>
<b>8.08.3</b>	<b>Hearing</b>
<b>8.08.4</b>	<b>Decision</b>
<b>8.08.5</b>	<b>Impoundment</b>
<b>8.08.6</b>	<b>Notice of Sale</b>
<b>8.08.7</b>	<b>Sale</b>

**8.08.1 Vessels and/or Property Which May be Impounded.** The Harbormaster/City is authorized to impound a vessel or property under any of the following circumstances:

- (a) The vessel or property is within the harbor facilities and is a derelict or a nuisance as defined by this title;
- (b) The fees for which the City of Gustavus has a lien on the vessel are delinquent;
- (c) The vessel or property is located at the harbor facilities and is in violation of this title, a regulation of the harbor facilities, or a state or federal law.

**8.08.2 Notice to Owner.**

- (a) Contents. Prior to impounding any vessel or property, the Harbormaster/City shall prepare a written notice of intent to impound the vessel/property. The notice shall contain:
  - 1. The name and/or official number or state registration number of the vessel;
  - 2. The name and address, if known, of the owner, operator, master or managing agent, the location of the vessel or property;
  - 3. The basis or reason for impoundment; and
  - 4. The moorage space, if any, which will be forfeited if the vessel is impounded.
- (b) Distribution. The notice of intent to impound shall be at least sixty (60) days before impoundment.
  - 1. Mailed by certified mail, return receipt requested, to the last known owner, master, or managing agent of the vessel or property at his last known address; and
  - 2. Posted on the vessel or property and in three public places.

**8.08.3 Hearing.**

- (a) Demand for Hearing. The owner, master or managing agent or any other person in lawful possession of a vessel or property proposed for impoundment has the right to a pre-impoundment administrative hearing to determine whether there is cause to impound the vessel or property. Any such person desiring a hearing shall file a written demand with the City of Gustavus Clerk within ten (10) days after mailing and posting of the notice of intent to impound.
- (b) Hearing Procedure. The hearing shall be conducted within seventy-two (72) hours of receipt of a written demand therefore from the person seeking the hearing, unless such person waives the right to a speedy hearing. Saturdays, Sundays and City of Gustavus holidays are to be excused from the calculation of the seventy-two (72) hour period. The hearing officer shall be designated by the Mayor and shall be someone other than the Harbormaster. The sole issue before the hearing officer shall be whether there is cause to impound the vessel or property in question. "Cause to impound" shall mean such a state of facts as would lead a reasonable person exercising ordinary prudence to believe there are grounds for impounding the vessel or property. The hearing officer shall conduct the hearing in an informal manner and shall not be bound by technical rules of evidence. The person demanding the hearing shall have the burden of establishing that he has the right to possession of the vessel or property. The Harbormaster/City shall have the burden of establishing if there is cause to impound the vessel or property. Failure of the owner, operator, master or managing agent to

request or attend a scheduled pre-impoundment hearing shall be deemed a waiver of the right to such a hearing.

**8.08.4 Decision.** At the conclusion of the hearing, the hearing officer shall prepare a written decision. The hearing officer shall only determine that, as to the vessel or property in question, either that there is cause to impound the vessel or property or that there is no such cause. A copy of the decision shall be provided to the person demanding the hearing, and the owner of the vessel or property, if the owner is not the person requesting the hearing. The hearing officer's decision shall in no way affect any criminal proceedings in connection with the impoundment in question, and any criminal charges involved in such proceedings may only be challenged in the appropriate court. The decision of the hearing officer is final.

**8.08.5 Impoundment.** In the event the hearing officer determines there is cause to impound the vessel/property, the Harbormaster/City may proceed immediately with impoundment. The Harbormaster/City may impound the vessel or property by immobilizing it, removing it or having it removed from the water or land and placing it in public or commercial storage, with all expenses of haul out and storage and an impound fee to be borne by the owner of such vessel or property. At any time, prior to the sale of the vessel or property, the owner, operator, master or managing agent, or person in lawful possession of the vessel/property may redeem the vessel by a cash payment of all fees against the vessel/property, including interest and costs.

**8.08.6 Notice of Sale.**

(a) Contents. Prior to the sale of any impounded vessel or property, the Harbormaster/City shall prepare a written notice of sale of the vessel or property. The notice shall contain:

1. The name and/or official number or state registration number of the vessel;
2. The date, time and place of the sale; and
3. The fees, interest, and costs which are due against the vessel or property and the bidding terms provided by Section 8.07 of this title.

(b) Distribution. The notice of sale shall be, at least thirty (30) days before the sale:

1. Mailed by certified mail, return receipt requested, to the last known owner, master, or managing agent of the vessel or property at his last known address.
2. Posted on the vessel or property, in three public places, a notice of such action to be taken; and

3. Published in a newspaper of general circulation in Gustavus, Alaska, if such a publication exists, at least once.

**8.08.7 Sale.**

(a) Bids. The minimum acceptable bid shall be a sum equal to the fees against the vessel or property, including interest and costs to be paid in cash at the time of sale or within twenty-four (24) hours thereafter. The proceeds of such sale shall be first applied to the cost of the sale, then to interest, then to fees accrued, and the balance, if any, shall be held in trust by the City of Gustavus for the owner of the vessel or property to claim. If such balance is not claimed within six (6) months, the balance shall be forfeited to the City of Gustavus. Upon sale being made, the City of Gustavus shall make and deliver its bill of sale, without warranty, conveying the vessel or property to the buyer.

(b) No Bids. If at the public sale there are no acceptable bids for the vessel or property, the City of Gustavus may destroy, sell at a private sale, or otherwise dispose of the vessel/property. Such disposition shall be without liability to the owner, master or managing agent, person in possession of the vessel or property, or lien holder of the vessel or property.

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Section 4. Effective Date This ordinance becomes effective upon adoption by the Gustavus City Council.

**Date of introduction and Publication: October 8, 2009**  
**Date of Public Hearing: November 12, 2009**

**Passed and Approved by the Gustavus City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2009.**

\_\_\_\_\_  
**, Mayor**

\_\_\_\_\_  
**Attest: Kapryce Manchester**  
**City Clerk**

**City of Gustavus, Alaska  
Ordinance No. FY10-06**

**AN ORDINANCE OF THE CITY OF GUSTAVUS AMENDING CITY  
ORDINANCE SECTION 2.40.140 - TELEPHONIC PARTICIPATION**

**BE IT ENACTED BY THE GUSTAVUS CITY COUNCIL AS FOLLOWS:**

- Section 1.** Classification: This ordinance is of a permanent nature and is intended to be part of the Gustavus municipal code.
- Section 2.** Severability If any provisions of this ordinance or any application thereof to any person or circumstance is held invalid, the remainder of this ordinance and its application to other persons, or circumstances shall not be affected thereby.
- Section 3.** Enactment Now therefore, be it enacted by the Gustavus City Council that Section 2.40.140 of City ordinance shall be amended as follows. **Bolded/Underlined** items are additions.

2.40.140 Telephonic Participation:

- (b) No more than the first two (2) members to contact the Clerk regarding telephonic participation in a particular meeting may participate via telephone at any one (1) meeting. No member may participate telephonically at more than three (3) **general** meetings in any twelve (12) month period, October to October. **There shall be no limit to the number of special or emergency meetings that a member may participate in telephonically.** A member may participate telephonically only from locations within the United States, unless the member agrees to pay the costs of international telephone service.

- Section 4.** Effective Date: This ordinance becomes effective upon its adoption by the Gustavus City Council.

**DATE OF PUBLICATION: October 8th, 2009**  
**DATE OF PUBLIC HEARING: November 12th, 2009**

PASSED and APPROVED by the Gustavus City Council this  
12th day of November, 2009.

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, Mayor

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**Attest: Kapryce Manchester**  
**City Clerk**

**Budget Amendment Ordinance  
Ordinance No. FY10-05NCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE  
AMENDMENT OF THE ADMINISTRATION BUDGET FOR FISCAL YEAR  
FY10**

**BE IT ENACTED BY THE GUSTAVUS CITY COUNCIL AS FOLLOWS:**

- Section 1.** Classification. This is a Non-Code Ordinance.
- Section 2.** For the Fiscal Year of 2010, estimated expenditures have changed from the estimates in the approved budget.
- Section 3.** For the current fiscal year the budget is amended to reflect the changes estimates as follows:

**Administration Budget Account:**

<b>Budget Category</b>	<b>Original Budget</b>	<b>Amended Budget</b>	<b>Change</b>
<b>Expense</b>			
Contractual Services	\$ 5,000.00	\$ 4,200.00	- \$ 800.00
Supplies – General	\$ 0.00	\$ 800.00	+ \$ 800.00

- Section 4.** The budget is hereby amended as indicated and any portion of the approved budget inconsistent with this amendment is repealed.
- Section 5.** Effective Date. This ordinance becomes effective upon its adoption by the Gustavus City Council.

**DATE OF PUBLICATION: October 8th, 2009**

**DATE OF PUBLIC HEARING: November 12th, 2009**

PASSED and APPROVED by the Gustavus City Council this 12th day of November, 2009.

\_\_\_\_\_  
, Mayor

\_\_\_\_\_  
Attest: Kapryce Manchester  
City Clerk

**City of Gustavus, Alaska**

**Ordinance No. FY10-04NCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE  
AMENDMENT OF THE ROAD COMMITTEE BUDGET FOR FISCAL YEAR  
FY10**

**BE IT ENACTED BY THE GUSTAVUS CITY COUNCIL AS FOLLOWS:**

- Section 1.** Classification. This is a Non-Code Ordinance.
- Section 2.** For the Fiscal Year of 2010, estimated expenditures have changed from the estimates in the approved budget.
- Section 3.** For the current fiscal year the budget is amended to reflect the changes estimates as follows:

**Road Budget Account:**

<b>Budget Category</b>	<b>Original Budget</b>	<b>Amended Budget</b>	<b>Change</b>
<b>Income</b>			
Encumbered Comm. Funds	\$ 120,000.00	\$125,000.00	+\$5,000.00
Total Income	\$ 120,000.00	\$125,000.00	+\$5,000.00
<b>Expense</b>			
Capital Projects	\$ 0.00	\$ 5,000.00	+\$5,000.00
Total Expense	\$ 120,000.00	\$125,000.00	+\$5,000.00

- Section 4.** The budget is hereby amended as indicated and any portion of the approved budget inconsistent with this amendment is repealed.
- Section 5.** Effective Date. This ordinance becomes effective upon its adoption by the Gustavus City Council.

**DATE OF PUBLICATION:** September 10th, 2009

**DATE OF PUBLIC HEARING:** October 8th, 2009

PASSED and APPROVED by the Gustavus City Council this  
8th day of October, 2009.

\_\_\_\_\_  
**William Unkel, Mayor**

\_\_\_\_\_  
**Paul Berry, Vice Mayor**

\_\_\_\_\_  
**Wayne Howell, Council Member**

\_\_\_\_\_  
**Sandi Marchbanks, Council Member**

\_\_\_\_\_  
**John Nixon, Council Member**

\_\_\_\_\_  
**Joe Lassiter, Council Member**

\_\_\_\_\_  
**Lou Cacioppo, Council Member**

\_\_\_\_\_  
**Attest: Kapryce Manchester, City Clerk**

**CITY OF GUSTAVUS, ALASKA**

**RESOLUTION 2009-25**

**A RESOLUTION OF THE CITY OF GUSTAVUS SETTING RATES AND FEES FOR USE OF FACILITIES AT THE SALMON RIVER BOAT LAUNCH**

**WHEREAS**, the Salmon River Boat Launch is operated and maintained by the City of Gustavus; and,

**WHEREAS**, agreements between the various funding agencies, EDA, the Alaska Department of Transportation, the Alaska Fish and Game and the City of Gustavus, for the new construction of the present Salmon River Boat Launch included stipulations that the City of Gustavus take responsibility for the maintenance and eventual replacement of the new facility; and,

**WHEREAS**, the Gustavus City Council establishes rates and fees for the Salmon River Boat Harbor; and,

**WHEREAS**, the City Council has determined that rates and fees are necessary to help provide adequate funding for the maintenance and future replacement of the Salmon River Boat Launch,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Gustavus that:

**Exhibit 1.** The attached schedule of rates and fees shall govern the public use of the facilities at the Salmon River Boat Launch.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GUSTAVUS**, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
William Unkel, Mayor

\_\_\_\_\_  
Paul Berry, Vice Mayor

\_\_\_\_\_  
Wayne Howell, Council Member

\_\_\_\_\_  
Sandi Marchbanks, Council Member

\_\_\_\_\_  
John Nixon, Council Member

\_\_\_\_\_  
Joe Lassiter, Council Member

\_\_\_\_\_  
Louis Cacioppo, Council Member

\_\_\_\_\_  
Attest: Kapryce Manchester,  
City Clerk

**CITY OF GUSTAVUS  
SALMON RIVER BOAT LAUNCH FACILITY  
EXHIBIT 1**

SECTION 1.        LAUNCH FEES

A.     Private Users

Annual private launch fees are due and payable in the amount of \$50.00 for the calendar year to allow maximum utilization of the Salmon River Boat Launch.

Beginning November 1, 2009, the City Council determines that fee shall be an honorary fee. Based on the participation, the City Council will determine whether fees for private users will be established in resolution or continue, using the honor system.

B.     **Charter Boats**

Annual charter boat fees are due and payable September 1, every calendar year beginning November 1, 2009, to allow maximum utilization of the Salmon River Boat Launch.

Charter boat operators will be charged \$100 per boat/per year based on unlimited use of the boat launch facility.

C.     **Freight Carriers**

Annual freight carrier fees are due and payable September 1 every calendar year beginning November 1, 2009, to allow maximum utilization of the Salmon River Boat Launch.

Carriers will be charged on a tonnage rate for use of either the ramp barge ramp or the landing craft ramp.

A rate of \$2.50 per ton, based on net tonnage, and will be paid and reported on the sales tax forms to the City for freight carriers who are registered with the City.

Freight carriers not registered with the City of Gustavus shall provide their tonnage and make arrangement for freight carrier fees, in person or by phone, to the Gustavus City Clerk immediately after delivery.

**STORAGE RATES AND FEES**

A.     **Storage Area**

The storage area is for marine-related items, boats and boat trailers only. Storage fees are due and payable September 1 every calendar year to allow for maximum utilization of the Salmon River Boat Launch storage area.

A fee of \$150.00 per year will be charged for use of a 10' x 75' (750 square feet) storage area for users in good standing. Misuse of the area (*City of Gustavus Ordinance 8.06.8 through 8.06.11*) will result in additional fees and possible revocation of storage area use. (*City of Gustavus Ordinance 8.07.2 through 8.08*)

Individuals or businesses may lease all of the storage area located west of the Gustavus Disposal and Recycling Center, subject to the approval of the City Council. All buildings shall be moveable i.e. on skids. A fee rate of \$.25 per square foot/per year will be established. Fees shall be due and payable September 1 every calendar year. In accordance with City of Gustavus Ordinance 10.06.10-10.070.03 leases will be subject to renewal annually. Misuse of the area (*City of Gustavus Ordinance 8.06.8 through 8.06.11*) and non-payment will result in additional fees being assessed as per City of Gustavus Ordinance (*City of Gustavus Ordinance 8.07*).

These rates shall become effective upon adoption of Resolution 2009-25.

#### Legal Review

This section has been reviewed and approved with the following standards:

- (1) Its consistency with federal and state law and with municipal ordinance;
- (2) The existence of code authority and the correctness of the required citation of code authority following each section; and
- (3) Its clarity, simplicity of expression, and absence of possibility of misapplication.

Date \_\_\_\_\_

\_\_\_\_\_  
Paul Grant, City Attorney

Glacier Bay Construction, Inc.

P.O. Box 389  
Gustavus, AK 99826

# Estimate

Date	Estimate #
10/5/2009	3

Name / Address
City of Gustavus P.O. Box 1 Gustavus, AK 99826

			Project
Description	Qty	Cost	Total
7 - 18" culverts	1	2,872.50	2,872.50
2 - 36" culverts	1	1,831.75	1,831.75
		<b>Subtotal</b>	\$4,704.25
		<b>Sales Tax (2.0%)</b>	\$0.00
		<b>Total</b>	\$4,704.25

THIS AGREEMENT is made and entered into the 18<sup>th</sup> day of September 2009, by and between the **City of Gustavus, Alaska** and the **State of Alaska, and Department of Transportation and Public Facilities**, which is the operator of the Gustavus Airport.

The State and the City agree as follows:

## ARTICLE I

### Services to be Provided by the City

A. The City will furnish the State with at least three (3) annually trained firefighter personnel at the Airport to perform the following ARFF services as required by Part 139 of the Federal Aviation Regulations and the Federal Aviation Administration approved Airport Certification Manual (ACM).

1. At least one (1) trained City firefighter shall be present at the Airport to operate the ARFF from 15 minutes before landing to 15 minutes after takeoff for scheduled air carrier aircraft operations. The firefighter must also hold a current qualification as an Emergency Trauma Technician (ETT). Air carrier operations means the takeoff or landing of an air carrier aircraft. An air carrier aircraft means an aircraft with a seating capacity of more than 30 passengers (even if the actual number of passengers is less than 30) being operated by an air carrier.

2. City firefighter(s) present at the airport for air carrier operations must be able to move the ARFF unit from its assigned post to the midpoint of runway 11/29, which is the designated air carrier runway, within three (3) minutes, from the time of an alarm, to the time of initial agent application.

3. The City shall conduct and record airport condition inspections and wildlife patrols daily before air carrier operations. The airport condition inspection and wildlife patrols shall be completed at least 30 minutes prior to the arrival of the air carrier aircraft. The City shall also conduct additional wildlife patrols during air carrier operations whenever birds or wildlife of a size and/or in numbers capable of causing a strike or engine ingestion exist on the Airport. Inspections and patrols will be conducted and recorded in accord with the Gustavus ACM, Exhibit 10 (Airport Inspection Report) and the Gustavus WHMP Appendix G (Daily Wildlife Hazard Log). The City will issue a Notice of Airman (NOTAM) if any condition upon movement areas exists that may effect the safe operation of an air carrier aircraft. The City will begin airport condition inspections and wildlife patrols at least 7 days prior to the commencement of the air carrier summer schedule; these inspections shall be completed prior to 4:00 p.m. daily.

4. The City shall perform and record required ARFF vehicle inspections in accord with the inspection checklist in the ACM, Exhibit 8, which is maintained in the Gustavus Airport Manager's Office. The City shall immediately report discrepancies to the State.

5. The City shall be responsible for all operator level maintenance and repair of the ARFF apparatus as noted on the inspection checklist, ACM Exhibit 8.

6. City ARFF members shall be available upon a mutually agreed upon advance schedule for all State/FAA testing and response drills and agree to comply with all State/FAA directives regarding such testing and drills.

7. City ARFF members will be clean shaven while performing their duties for the State, in order to comply with OSHA regulations, and to insure proper respirator fit. Moustaches that are contained within the respirator and do not interfere with proper sealing are acceptable.

8. City ARFF members will not smoke in the ARFF truck, or any other State vehicle.

B. The City shall conduct ARFF training as specified in the ACM. Annual ARFF training shall be provided at the State's expense for three (3) City employees, including travel, lodging and fees, at the training facility in Kenai, Alaska. The City will be responsible to reimburse the State any cost incurred for a City employee who does not complete the training.

C. In the absence of the State airport manager or designee, ARFF and airport structural firefighting shall be under the direct jurisdiction of the City when occurring within the bounds of the Airport lands.

D. In the event of a water rescue, the City will assume the role of incident commander until the Coast Guard or other qualified party assumes command. This role is undertaken as the result of recent FAA requirements, with the understanding that the role of incident commander in this paragraph is only to manage available resources until a more qualified party arrives. No specific expertise or training is required. Instead, the role is to act as an interim manager. This paragraph does not obligate the City to purchase additional resources, and does not require additional training. However, the parties agree to continue to work together in good faith to clarify and modify the role as necessary as the incident commander role is further clarified and defined by the parties and the FAA. In the event the City is required to undertake obligations beyond those listed herein, for example, the obligations may be modified or deleted as necessary

or appropriate.

E. The City shall be responsible for establishing the work schedule of the City firefighters, in order to fully meet the requirements of Article I.A.1 above.

F. The City shall inspect the Airport ARFF building daily during the term of this agreement. Discrepancies to condition or security of the building shall be reported to the State.

G. The City shall notify the State in writing of employees with currently assigned airport duties, and provide updates when any change in airport duty personnel occurs.

## ARTICLE II

### Facilities and Services to be Provided by the State

A. The State shall supply an ARFF vehicle of sufficient size, design and capability to meet applicable Federal Aviation Regulations.

B. The State shall be responsible for all maintenance and repair of the ARFF apparatus except for operator level inspections, maintenance and repair noted in ACM Exhibit 8.

C. The State shall maintain and supply the existing airport ARFF building so as to provide warm cover for the ARFF vehicle.

D. The State shall advertise the Airport closed to air carrier operations unless prior permission is requested in writing and granted. Advertisements will be published as Notice to Airmen (NOTAM) through Federal Aviation Administration (FAA), Juneau Automated Flight Service Station, or in the United States Government Flight Information Publication, Alaska Supplement.

E. The State shall grant the City access to the Airport, including ARFF building, 24 hours per day during the summer air carrier schedule to accommodate any City owned emergency response equipment that may be used for assistance in an Airport emergency.

F. The State shall prohibit parking in the immediate area of the Airport ARFF Station by prominently posting this area with "NO PARKING" signs.

G. The State shall include City firefighters having assigned duties at the airport in

its ARFF training programs. The State shall determine minimum/maximum ARFF staffing levels and provide firefighter training to assist the City in meeting training requirements specified in Section 3 and Section 10 of the ACM.

H. The State shall furnish, repair and replace as necessary, protective clothing, communications equipment, firefighting agents, fuel and other supplies deemed necessary for the operation of the Airport ARFF program.

I. The State shall perform preventative maintenance tasks as required annually on the ARFF vehicle.

J. The State shall provide to the Flight Service Station (FSS) a list of City employees who are authorized to issue a NOTAM.

### **ARTICLE III**

#### **Joint Responsibilities**

A. The State shall develop jointly with the City the guidelines for access and travel of City controlled vehicles and emergency response equipment on Airport movement areas.

B. The State and the City agree that the State owned ARFF vehicle is available for response to fire emergencies in Gustavus in accord with the FAA approved ACM. Operation of the vehicle shall be restricted to City members trained to operate the vehicle and who perform ARFF duties under the terms and conditions of the agreement. Response to the ARFF vehicle is restricted to travel on roads maintained by the State, National Park Service or private road maintenance contractors. The vehicle shall not be operated on unimproved roads, trails or off-road. Engine 29 is out of service September 15 to May 1 annually. Engine 27 is available year-round (unless out of service for repair), and shall be the primary ARFF vehicle used for mutual aid response. The City shall return the ARFF vehicle to full service following each emergency use. The City shall provide a written report to the State giving the details of each emergency response within 48 hours after the emergency.

C. The State and the City agree the State owned ARFF apparatus is available for training. Training shall take place on the airport or at the City Fire Station only. The City shall return the vehicle to full service following each training session.

D. The State and the City shall coordinate efforts in reviewing and revising the Airport Emergency Plan, the Airport Certification Manual, and with respect to operations under the various provisions of this agreement.

E. In cooperation with the City, the State shall coordinate the Airport Emergency Plan with the following agencies associated with the Airport:

Air Excursions	Glacier Bay Lodge	U.S. Postal Service
Alaska Airlines	Wings of Alaska	Fjord Flying Service
DOT&PF, Gustavus	National Park Service	

#### **ARTICLE IV**

##### **Period of Performance**

This agreement shall be in effect May 15 through September 15, 2010. Either party may cancel this agreement by mailing or delivering a written notice to the other party at least ninety (90) days prior to the date of cancellation. If this agreement is cancelled by either party, compensation will be prorated as of the effective date of cancellation.

#### **ARTICLE V**

##### **Consideration**

Compensation to be paid by the State to the City for performance of this agreement shall not exceed \$22,400.00. Compensation shall be paid in four equal payments of \$5600 each on May 15, June 30, August 15, and September 30, 2010.

#### **ARTICLE VI**

##### **Notice**

Any notice given by the City with respect to this agreement must be mailed to: Department of Transportation and Public Facilities, Aviation Safety/Security, Attn: Paul Khera, P.O. Box 112506, Juneau, Alaska 99811-2506.

Any notice given by the State with respect to this agreement must be mailed to: City of Gustavus, PO Box 1, Gustavus, AK 99826

## **ARTICLE VII**

### **Legal Relations**

#### Claims Between State and City

The State and City agree to waive all right of claim or legal action against each other for any loss, damage, personal injury or death that might arise out of performance of this agreement. This agreement also extends to specifically waive all rights of subrogation by any insurance carrier or self insurer that provides insurance coverage or self insurance to either party.

#### Claims by Others

In the event a third party claim for damages is made or a lawsuit is filed against either the State or the City arising out of their performance under this agreement, it is agreed either party may assert comparative allocation of fault as permitted by law, however, neither State or City will assert a claim against the other for recovery of attorney fees or costs arising from such third party claim. Each party agrees it will not assign any rights to other third parties.

## **ARTICLE VIII**

### **Waiver**

The waiver by either party by default in the performance of any term or provision of this agreement will not be construed as a waiver of any subsequent default in the performance of any term or provision of this agreement.

## **ARTICLE IX**

### **Airport Certification Manual, Airport Emergency Plan**

This agreement in no way deletes, supersedes or nullifies any State responsibilities outlined in the Gustavus Airport Certification Manual or the Airport Emergency Plan, as approved by the Federal Aviation Administration (FAA).

**Article X**

**Amendment, Review and Renewal**

This agreement may be amended or renewed by written agreement in the form of a separately executed amendment signed by both parties. The agreement will be reviewed annually.

**ARTICLE XI**

**Entire Agreement**

This document has been jointly drafted by the parties, represents the full and entire agreement between the parties, and replaces and supersedes any prior written or oral negotiations or agreements between them.

**State of Alaska**

\_\_\_\_\_  
Gary Franzen  
Chief, Maintenance and Operations

STATE OF ALASKA        )  
                                  ) ss  
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Greg Patz, known to me and known to be the Chief of Maintenance and Operations, Southeast Alaska Region, Department of Transportation and Public Facilities, and he acknowledges to me that he executed the foregoing instrument freely and voluntarily on behalf of the State of Alaska, Department of Transportation and Public Facilities, for the uses and purposes therein set forth and that he is authorized by said State of Alaska to so do.

In WHITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first written above.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires \_\_\_\_\_

**City of Gustavus**

\_\_\_\_\_  
William L. Unkel  
Mayor

STATE OF ALASKA        )  
                                  ) ss  
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Bill Unkel, known to me and known to be the City Mayor of Gustavus, and he acknowledges to me that he executed the foregoing instrument freely and voluntarily on behalf of the City of Gustavus , for the uses and purposes therein set forth and that he is authorized by said State of Alaska to so do.

In WHITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first written above.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires \_\_\_\_\_