



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

**COUNCIL PACKET**  
**APRIL 8, 2010 GENERAL MEETING**



# CITY COUNCIL MEETING AGENDA

## GENERAL MEETING

APRIL 8, 2010  
7:00PM @ CITY HALL

**Paul Berry**  
Mayor  
mayor@gustavus-ak.gov  
Term Expires 2010

**John Nixon**  
Vice Mayor  
john.nixon@gustavus-ak.gov  
Term Expires 2011

**Allison Banks**  
Council Member  
allison.banks@gustavus-ak.gov  
Term Expires 2012

**Melanie Lesh**  
Council Member  
melanie.lesh@gustavus-ak.gov  
Term Expires 2012

**Joe Lassiter**  
Council Member  
joe.lassiter@gustavus-ak.gov  
Term Expires 2011

**Tim Sunday**  
Council Member  
tim.sunday@gustavus-ak.gov  
Term Expires 2012

**Jim Mackovjak**  
Council Member  
jim.mackovjak@gustavus-ak.gov  
Term Expires 2010

1. **Call to Order**
2. **Roll Call**
3. **Approval of Minutes**
  - A. March 11<sup>th</sup>, General Meeting
4. **Mayor's Request for Agenda Changes**
5. **Committee Reports**
  - A. GVFD
  - B. Lands
6. **Public Comment on Non-Agenda Items**
7. **Consent Agenda**
  - A. Resolution 2010-10 A Resolution Requesting FY10 Payment in Lieu of Taxes Funding From the Department of Commerce, Community, and Economic Development
  - B. Resolution 2010-11 A Resolution by the Gustavus City Council Opposing "An Initiative Creating an Alaska Anti-Corruption Act" Which Will be on the 2010 Alaska Primary Election Ballot
  - C. Ordinance for Publication: FY10-24 An Ordinance for the City of Gustavus Amending Section 04.16.020, Purchases, of the Contracts and Purchasing Ordinance
  - D. Ordinance for Publication: FY10-25 An Ordinance for the City of Gustavus Amending Section 03.02.050, Certification Statement, of the Recruitment Procedures Ordinance
  - E. Temporary Use Permit Renewal for Community Garden on City land/ Former Bailey property by the Salmon River
8. **Ordinance for Public Hearing**
  - A. FY10-18NCO An Ordinance for the City of Gustavus Providing for the Amendment of the Disposal & Recycling Center (DRC) Budget for the FY 2010
  - B. FY10-19NCO An Ordinance for the City of Gustavus Providing for the Amendment of the Gustavus Volunteer Fire Department (GVFD) Budget for Fiscal Year 2010
  - C. FY10-20NCO An Ordinance for the City of Gustavus Providing for the Amendment of the Finance Committee Budget for Fiscal Year 2010
  - D. FY10-21NCO An Ordinance for the City of Gustavus Providing for the Amendment of the Road Committee Budget for Fiscal Year 2010



# CITY COUNCIL MEETING AGENDA

## GENERAL MEETING

### APRIL 8, 2010

### 7:00PM @ CITY HALL

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**John Nixon**  
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Council Member  
tim.sunday@gustavus-ak.gov  
Term Expires 2012

**Jim Mackovjak**  
Council Member  
jim.mackovjak@gustavus-ak.gov  
Term Expires 2010

- E.** FY10-22NCO An Ordinance for the City of Gustavus Providing for the Amendment of the Lands Committee Budget for Fiscal Year 2010
- F.** FY10-23NCO An Ordinance for the City of Gustavus Providing for the Amendment of the Library Budget for Fiscal Year 2010

#### **9. Unfinished Business**

#### **10. New Business**

- A.** Resignation of Council Member Allison H. Banks
- B.** Memorandum of Agreement Between Alaska DOT&PF and the City of Gustavus for the Gustavus Small Vessel Harbor System
- C.** Bill of Sale Between Alaska DOT&PF and the City of Gustavus for the Gustavus Small Vessel Harbor System
- D.** Memorandum of Understanding Between Alaska DOT&PF and the City of Gustavus for the Gustavus Multi-Modal Marine Facility
- E.** Acceptance and Publishing of FY11 Road Maintenance RFQ
- F.** Approval of the Gravel Pit Clearing Contract to Fairweather Construction
- G.** Resolution 2010-12 A Resolution to Form a City of Gustavus Special Committee to Address the Issue of Motorized Access to the Gustavus Beach Area Between the Salmon River on the West and the Donna DeBoer Property on the East
- H.** Appointment of up to 8 members to the Resolution 2010-12 Special Committee (Pending Council action on Resolution 2010-12)
- I.** Appointment of Council Member Jim Mackovjak as the Special Committee Liaison (Pending council action on Resolution 2010-12)
- J.** Gustavus Power Plant Facility Lease Amendment
- K.** Resolution 2010-13 A Resolution Setting Rates and Fees for the Salmon River Boat Launch

#### **11. Staff Reports**

#### **12. City Council Reports**

- A.** Mayor's Report
- B.** City Clerk Report

#### **13. City Council Questions and Comments**

#### **14. Public Comments on Non-Agenda Items**

#### **15. Executive Session**

#### **16. Adjournment**

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

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**City Council General Meeting  
March 11, 2010**

**1. Call to Order:** A General Meeting of the Gustavus City Council was held on March 11, 2010 at 7:00PM.

Mayor Berry called the meeting to order at 7:02PM.

**2. Roll Call:**

Comprising a quorum of the Council the following were present:

Mayor Berry  
Vice Mayor Nixon  
Council Member Banks  
Council Member Lassiter  
Council Member Lesh -Via Teleconference  
Council Member Mackovjak  
Council Member Sunday -Via Teleconference

**3. Approval of Minutes**

**A.** February 11, 2010 General Meeting

Minutes of the February 11, 2010 meeting were approved by unanimous consent.

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

**5. Committee Reports:**

- A.** DRC Committee report given by Paul Berry.
- B.** Roads Committee report given by Joe Lassiter
- C.** GVA report given by Melanie Lesh.

**6. Public Comment on Non-Agenda Items**

- 1. Kathy Lochman
- 2. Dave Lesh

**7. Consent Agenda:**

*(Clerk's Note: Council Member Mackovjak read Resolution 2010-08.)*

- A.** Resolution 2010-08 A Resolution to Encourage the Use of Local Wood Products in Construction and Other Projects in Gustavus

(Mayor's recommendation: That this resolution be adopted with the consent agenda.)

# AGENDA ITEM 3A

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

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- B.** Ordinance for Publication: FY10-18NCO An Ordinance for the City of Gustavus Providing for the Amendment of the Disposal & Recycling Center (DRC) Budget for the Fiscal year 2010  
(Mayor's recommendation: That this non-code ordinance be published with the consent agenda.)
  - C.** Ordinance for Publication: FY10-19NCO An Ordinance for the City of Gustavus Providing for the Amendment of the Gustavus Volunteer Fire Department (GVFD) Budget for Fiscal Year 2010  
(Mayor's recommendation: That this non-code ordinance be published with the consent agenda.)
  - D.** Ordinance for Publication: FY10-20NCO An Ordinance for the City of Gustavus Providing for the Amendment of the Finance Committee Budget for Fiscal Year 2010  
(Mayor's recommendation: That this non-code ordinance be published with the consent agenda.)
  - E.** Ordinance for Publication: FY10-21NCO An Ordinance for the City of Gustavus Providing for the Amendment of the Road Committee Budget for Fiscal Year 2010  
(Mayor's recommendation: That this non-code ordinance be published with the consent agenda.)
  - F.** Ordinance for Publication: FY10-22NCO An Ordinance for the City of Gustavus Providing for the Amendment of the Lands Committee Budget for Fiscal Year 2010  
(Mayor's recommendation: That this non-code ordinance be published with the consent agenda.)
  - G.** Ordinance for Publication: FY10-23NCO An Ordinance for the City of Gustavus Providing for the amendment of the Library Budget for Fiscal Year 2010  
(Mayor's recommendation: That this non-code ordinance be published with the consent agenda.)

Motion:	Council Member Lassiter moved to adopt the consent agenda as stated.
Seconded by:	Council Member Nixon

ROLL CALL VOTE ON MOTION:	
Yes:	Banks, Berry, Lassiter, Lesh, Mackovjak, Nixon, Sunday
No:	None
Motion Passes 7/0	

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

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**8. Ordinances for Public Hearing:**

**A. FY10-16** An Ordinance for the City of Gustavus: Amending Section 04.13.070, Permissible Investment, of the Gustavus Endowment Fund.

Public Hearing: There being no one who wished to be heard the public hearing was closed.

Motion:	Council Member Nixon moved that the Council adopt FY10-16.
Seconded by:	Council Member Lassiter

ROLL CALL VOTE ON MOTION: Yes: Banks, Berry, Lassiter, Lesh, Mackovjak, Nixon, Sunday No: None  Motion Passes 7/0
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**B. FY10-17** An Ordinance for the City of Gustavus: Amending Section 04.13.050, Treasury Management, of the Gustavus Endowment Fund.

Public Hearing: There being no one who wished to be heard the public hearing was closed.

Motion:	Council Member Nixon moved that we adopt ordinance FY10-17.
Seconded by:	Council Member Mackovjak

ROLL CALL VOTE ON MOTION: Yes: Banks, Berry, Lassiter, Lesh, Mackovjak, Nixon, Sunday No: None  Motion Passes 7/0
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**9. Unfinished Business:** None

**10. New Business:**

**A.** Gustavus Public Library Technology Plan 2011-2013

# AGENDA ITEM 3A

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

Public Comment: None

Motion:	Council Member Mackovjak moved that the City Council authorize Mayor Berry to sign the Gustavus Public Library Technology Plan for 2011-2013.
Seconded by:	Council Member Lassiter

ROLL CALL VOTE ON MOTION: Yes: Banks, Berry, Lassiter, Lesh, Mackovjak, Nixon, Sunday No: None  Motion Passes 7/0
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**B.** Resolution 2010-09 A Resolution in Support of Transitioning From a Volunteer Fire Chief to a Paid, Full Time Fire Chief for the Gustavus Volunteer Fire Department.

Public Comment:  
1. Kathy Lochman

Motion:	Council Member Nixon moved that the Council approve Resolution 2010-09.
Seconded by:	Council Member Lassiter

Council discussion followed.

Motion:	Council Member Nixon moved to call the question.
Seconded by:	Council Member Mackovjak

ROLL CALL VOTE ON MOTION TO CALL THE QUESTION: Yes: Berry, Lassiter, Lesh, Mackovjak, Nixon, Sunday No: Banks  Motion Passes 6/1
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ROLL CALL VOTE ON MAIN MOTION: Yes: Berry, Lesh, Mackovjak, Nixon, Sunday No: Banks, Lassiter  Motion Passes 5/2
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# AGENDA ITEM 3A

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

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**C. Parks & Recreation Committee – Making Inactive**

Public Comment: None

Motion:	Council Member Lassiter moved to make inactive the Parks & Rec Committee.
Seconded by:	Council Member Nixon

Council discussion followed.

ROLL CALL VOTE ON MOTION:
Yes: Banks, Berry, Lassiter, Mackovjak, Nixon, Sunday
No: Lesh
Motion Passes 6/1

**11. Staff Reports:** None

**12. City Council Reports**

**A. Mayor's Report**

1. Thanked Vice Mayor Nixon and the City Clerk for their work while he was gone.

**B. City Clerk's Report:** None

**13. City Council Questions & Comments**

1. Council Member Mackovjak stated it was nice to have Mayor Berry back.
2. Council Member Nixon said he has been reading the letters concerning the beach and encouraged debate on the topic.
3. Council Member Lesh stated it was nice to have the Mayor back in town.

**14. Public Comment on Non-Agenda Items:** None

**15. Executive Session:** None

**16. Adjournment:**

With no further business before the Council the meeting was adjourned at 8:24PM.

**Mayor's report and recommendations for items on the April 8<sup>th</sup>, 2010  
Consent Agenda.**

**A. Resolution 2010-10 A Resolution Requesting FY10 Payment in Lieu of Taxes Funding From the Department of Commerce, Community, and Economic Development**

Description: In this annual resolution, the City Council is submitting it's request to receive PILT funding and is stating that we are in compliance with the rules for receiving the payment.

Mayor's recommendation: That this resolution be adopted with the consent agenda.

**B. Resolution 2010-11 A Resolution by the Gustavus City Council Opposing "An Initiative Creating an Alaska Anti-Corruption Act" Which Will be on the 2010 Alaska Primary Election Ballot**

Description: This resolution was proposed by the Alaska Municipal League who has stated: "This August, on the Alaska primary ballot, an initiative will be voted upon that will be pivotal to AML and many other organizations, as well as the state government and many private businesses. ... If your municipality contract with a single individual (as an example) to do your IT services, that person can no longer take part in any political activities." This is a far reaching initiative that we need to educate ourselves and the voters on.

Mayor's recommendation: That this resolution be adopted with the consent agenda.

**C. Ordinance for Publication: FY10-24 An Ordinance for the City of Gustavus Amending Section 04.16.020, Purchases, of the Contracts and Purchasing Ordinance**

Description: The intent of the city's ordinance regarding contracts and purchasing was that for expenditures of \$5,000 or greater "... shall be purchased by formal, written contract from the lowest responsible bidder..." Current city code is not clear however for contract expenditures that are at exactly \$5,000. This ordinance change seeks to clarify that.

Mayor's recommendation: That this ordinance be published with the consent agenda.

**D. Ordinance for Publication: FY10-25 An Ordinance for the City of Gustavus Amending Section 03.02.050, Certification Statement, of the Recruitment Procedures Ordinance**

Description: This ordinance change applies to the city's hiring ordinance. Current city code requires that a job applicant's certification statement be signed and dated by the applicant *and a witness*. This ordinance amendment would remove the requirement that a witness also sign the certification statement.

Mayor's recommendation: That this ordinance be published with the consent agenda.

**E. Temporary Use Permit Renewal for Community Garden on City land/  
former Bailey property by Salmon River**

Description: The Gustavus Community Gardens group has been using a portion of the old Bailey property as a community garden since 2008. Title 10 of the City code allows for temporary use permits of City land. This permit renewal also allows for the group to put in electrical service for a water pump and other uses.

Mayor's recommendation: That the city council authorize the Mayor to sign the temporary use permit with the consent agenda.

**CITY OF GUSTAVUS, ALASKA**

**RESOLUTION 2010-10**

**A RESOLUTION REQUESTING FY10 PAYMENT IN LIEU OF TAXES  
FUNDING FROM THE DEPARTMENT OF COMMERCE, COMMUNITY,  
AND ECONOMIC DEVELOPMENT**

**WHEREAS**, 3 AAC 152.100 requires the governing body of a city to adopt a resolution requesting funding from the Payment in Lieu of Taxes Program for cities in the unorganized borough and to submit the resolution to the Department of Commerce, Community, and Economic Development; and

**WHEREAS**, the city has conducted a regular election during the preceding state fiscal year and has reported the results of the election to the commissioner; and

**WHEREAS**, regular meetings of the governing body are held in the city and a record of the proceedings is maintained; and

**WHEREAS**, ordinances adopted by the city have been codified in accordance with AS 29.25.050;

**NOW THEREFORE BE IT RESOLVED THAT:** The City Council by this resolution hereby requests distribution from the FY10 Payment in Lieu of Taxes Program by the Department of Commerce, Community, and Economic Development on the date required by law.

**PASSED AND APPROVED** by a duly constituted quorum of the city council this 8th day of April 2010.

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

\_\_\_\_\_  
John Nixon, Vice Mayor

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

\_\_\_\_\_  
Tim Sunday, Council Member

\_\_\_\_\_  
Melanie Lesh, Council Member

\_\_\_\_\_  
Allison Banks, Council Member

\_\_\_\_\_  
Jim Mackovjak, Council Member

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

## AGENDA ITEM 7B

### CITY OF GUSTAVUS, ALASKA RESOLUTION 2010-11

#### **A RESOLUTION BY THE GUSTAVUS CITY COUNCIL OPPOSING “AN INITIATIVE CREATING AN ALASKA ANTI-CORRUPTION ACT” WHICH WILL BE ON THE 2010 ALASKA PRIMARY ELECTION BALLOT**

**WHEREAS**, on August 24, 2010, an initiative will be on the Alaska primary ballot which will ask the voters to decide if public funds can be used for election campaigns; and

**WHEREAS**, the City Council believes that this law goes much deeper than is stated; and

**WHEREAS**, municipalities would be affected in the following way:

- Municipalities will NOT be able to hire lobbyists for capital projects or for help with Legislation;
- Elected officials will not be able to travel to Juneau to talk with the Legislature unless they pay for their travel and lodging with their own money.
- Municipalities will NOT be able to have ANY person lobby unless they are specifically invited by a Legislator.

**WHEREAS**, the City Council depends on a close working relationship with the state legislature; and

**WHEREAS**, this initiative would seriously disrupt that relationship, to the detriment of all Alaskans; and

**WHEREAS**, this initiative would seriously infringe upon the citizens’ right to communicate with their elected officials; and

**WHEREAS**, holders of state or local government contracts of over \$500 p/year would be prohibited from making political contributions, as well as would their family members; and

## AGENDA ITEM 7B

**WHEREAS**, if your sister's husband sells office supplies to any local government, (a P.O. can be construed as a contract), you and the rest of your family will be prohibited from taking part in individual campaigns initiatives and ballot propositions; and

**WHEREAS**, non-profits that receive local or state funds or grants would find that board members and their immediate family could no longer take part in government issues; and

**WHEREAS**, this bill will bring government in the State of Alaska to a virtual stop; and

**WHEREAS**, Alaska's recent corruption issues did not involve the campaign finance structure and this initiative would NOT have prohibited legislators from taking cash bribes; and

**WHEREAS**, the term "anti-corruption" is a very misleading term used by the proponents of the initiative, as in reality it is a basic attack on our Constitutional rights of free speech and our right to petition our government for redress; and

**WHEREAS**, this initiative has been submitted and funded by a man from New York City; and

**WHEREAS**, he has also filed this initiative in at least three other states; and

**WHEREAS**, this initiative has passed in only one of those states (Colorado) three years ago and was just recently struck down as unconstitutional.

**NOW, THEREFORE BE IT RESOLVED** that the Gustavus City Council stands opposed to the "Initiative Creating an Alaska Anti-Corruption Act.

# AGENDA ITEM 7B

PASSED AND APPROVED this 8th day of April, 2010.

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

\_\_\_\_\_  
John Nixon, Vice Mayor

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

\_\_\_\_\_  
Tim Sunday, Council Member

\_\_\_\_\_  
Melanie Lesh, Council Member

\_\_\_\_\_  
Allison Banks, Council Member

\_\_\_\_\_  
Jim Mackovjak, Council Member

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

# AGENDA ITEM 7C

## CITY OF GUSTAVUS, ALASKA ORDINANCE NO. FY10-24

### AN ORDINANCE FOR THE CITY OF GUSTAVUS AMENDING SECTION 04.16.020, PURCHASES, OF THE CONTRACTS AND PURCHASING ORDINANCE

#### 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 4, Section 04.16.020 (b.) be amended, as follows. **Bolded** items are additions, and ~~strickthroughs~~ are deletions.

(a) All supplies and contractual services except as otherwise provided in this chapter, when the estimated cost ~~thereof exceeds~~ **is** five thousand dollars (\$5,000.00) **or greater**, shall be purchased by formal, written contract from the lowest responsible bidder as defined in Section 4.16.080, after due notice inviting proposals.

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

**DATE INTRODUCED:** April 8<sup>h</sup>, 2010

**DATE OF PUBLIC HEARING:** May 13<sup>th</sup>, 2010

PASSED and APPROVED by the Gustavus City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

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

**CITY OF GUSTAVUS, ALASKA  
ORDINANCE NO. FY10-25**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS AMENDING SECTION 03.02.050,  
CERTIFICATION STATEMENT, OF THE RECRUITMENT PROCEDURES  
ORDINANCE**

**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 4, Section 03.02.050 be amended, as follows. **Bolded** items are additions, and ~~strickthroughs~~ are deletions.

To be considered for employment, a certification statement form is to be signed and dated by the applicant ~~and a witness~~, **and should read as follows:** "I certify that the information on this my application is true and complete to the best of my knowledge. I understand that if I deliberately conceal or enter false information on this form my appointment may be rejected, that my name may be removed from the list of eligible candidates, or that I may be removed from my job; that the information in this application may be released in an authorized legal investigation; and that for the purposes of this certification, a photocopy of my original signature shall have the same force and effect as my original signature. I agree that the City of Gustavus may contact former employers or other persons who know me in order to obtain additional information."

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

**DATE INTRODUCED:** April 8<sup>h</sup>, 2010

**DATE OF PUBLIC HEARING:** May 13<sup>th</sup>, 2010

PASSED and APPROVED by the Gustavus City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

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

# AGENDA ITEM 7E

## City of Gustavus Special Land Use Permit

This Special Land Use Permit is issued for a period of one year only and may be renewed upon request of the recipient. This Special Land Use Permit is issued under Title 10 section 10.08 Easements – 10.08.01 Temporary Use of City land and does not convey an interest in the land in any way and may be revoked for cause with 30 day notice. Unless otherwise agreed to in writing, this land will be restored to its original condition upon expiration or revocation of the permit.

**Property Description:** One acre (34,560 sq. ft.) of land within what is commonly known as the Doc Bailey property. (See Attached Map)

**Terms of this agreement:**

This permit is issued giving the exclusive temporary use of city land described herein and issued with the understanding the recipient will hold the City of Gustavus harmless from any and all liability resulting from use of the land and in any and all disputes or misunderstanding arising from operations conducted upon the permitted land by the permitted user. Prior to the signing of this permit the user is to have described to the City's satisfaction all details of operations, charges to resident users, all temporary changes to the land and any planned temporary structures to be erected on the land. There will be no fee for issuance of this permit however the recipient must return the land to its original condition. No permanent structures or alterations to the land will be permitted without written permission from the city.

**Permitted organization, group or individual and the permitted purpose**

This permit is offered to Gustavus Community Gardens for a period of one year by the City of Gustavus for use by community residents who wish to accept the conditions of this permit and the conditions placed upon land use by the Gustavus Community Garden organization for the production of food and flower crops.

**Special provision**

Gustavus Community Gardens is allowed to have an electrical power service with Gustavus Electric Company. Gustavus Community Gardens is responsible for all costs associated with the electrical power hookup and is responsible for all reoccurring or monthly charges. Gustavus Community Gardens shall also be responsible for terminating the power service when the group is no longer leasing the property.

**Duration of this agreement** – From April 10, 2010 Through April 10, 2011

\_\_\_\_\_  
Mayor of Gustavus

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative of the permitted individual,  
Group or organization.

\_\_\_\_\_  
Date

# AGENDA ITEM 8A

## City of Gustavus, Alaska Ordinance No. FY10-18NCO

### AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF THE DISPOSAL & RECYCLING CENTER (DRC) BUDGET FOR FISCAL YEAR 2010

#### 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 changed estimates as follows:

Budget Category	Amounts		
	Original Budget	Amended Budget	Change
INCOME			
DRC Income	\$47,675.00	\$49,795.00	+\$2,120.00
Encumbered Comm. Funds	\$ 6,880.00	\$ 0.00	-\$6,880.00
TOTAL INCOME	\$81,250.00	\$76,490.00	-\$4,760.00
EXPENSE			
Contractual Services	\$ 9,880.00	\$ 3,000.00	-\$6,880.00
Freight	\$ 9,600.00	\$10,680.00	+\$1,080.00
Payroll	\$43,760.00	\$44,760.00	+\$1,000.00
Postage & Shipping	\$ 60.00	\$ 100.00	+\$ 40.00
TOTAL EXPENSE	\$81,250.00	\$76,490.00	-\$4,760.00

**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 INTRODUCED:** March 11, 2010

**DATE OF PUBLIC HEARING:** April 8, 2010

PASSED and APPROVED by the Gustavus City Council this 8<sup>th</sup> day of April, 2010.

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Paul Berry, Mayor

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Attest: Kapryce Manchester, CMC  
City Clerk

# AGENDA ITEM 8B

## City of Gustavus, Alaska Ordinance FY10-19NCO

### AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF THE GUSTAVUS VOLUNTEER FIRE DEPARTMENT (GVFD) BUDGET FOR FISCAL YEAR 2010

**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 changed estimates as follows:

Budget Category	Amounts		
	Original Budget	Amended Budget	Change
INCOME			
Grants	\$ 1,400.00	\$ 9,000.00	+\$7,600.00
TOTAL INCOME	\$83,630.00	\$91,230.00	
EXPENSE			
Capital Expense	\$ 5,000.00	\$ 3,200.00	-\$ 1,800.00
Encum. Comm. Funds	\$ 0.00	\$12,900.00	+\$12,900.00
Equipment	\$ 7,500.00	\$14,500.00	+\$ 7,000.00
Stipend	\$ 2,500.00	\$ 0.00	-\$ 2,500.00
Training	\$11,000.00	\$ 3,000.00	-\$ 8,000.00
TOTAL EXPENSE	\$83,630.00	\$91,230.00	

**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 INTRODUCED:** March 11, 2010

**DATE OF PUBLIC HEARING:** April 8, 2010

PASSED and APPROVED by the Gustavus City Council this \_\_\_\_\_  
day of \_\_\_\_\_, 2010.

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

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

# AGENDA ITEM 8C

## City of Gustavus, Alaska Ordinance No. FY10-20NCO

### AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF THE FINANCE COMMITTEE BUDGET FOR FISCAL YEAR 2010

#### 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 changed estimates as follows:

Budget Category	Amounts		
	Original Budget	Amended Budget	Change
EXPENSE			
Encumbered Committee Funds	\$ 0.00	\$5,380.00	+\$5,380.00
Maintenance & Repair:			
Public Works	\$5,380.00	\$ 0.00	-\$5,380.00
Dues & Fees	\$ 40.00	\$ 0.00	-\$ 40.00
Postage & Shipping	\$ 30.00	\$ 0.00	-\$ 30.00
Supplies - General	\$ 30.00	\$ 0.00	-\$ 30.00
Supplies - Office	\$ 225.00	\$2,000.00	+\$1,775.00
Telephone	\$ 100.00	\$ 0.00	-\$ 100.00
Training	\$ 215.00	\$ 0.00	-\$ 215.00
Travel	\$1,360.00	\$ 0.00	-\$1,360.00

**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 INTRODUCED:** March 11<sup>th</sup>, 2010

**DATE OF PUBLIC HEARING:** April 8<sup>th</sup>, 2010

PASSED and APPROVED by the Gustavus City Council this 8<sup>th</sup> day of April, 2010.

---

Paul Berry, Mayor

---

Attest: Kapryce Manchester, CMC  
City Clerk

# AGENDA ITEM 8D

## CITY OF GUSTAVUS, ALASKA ORDINANCE NO. FY10-21NCO

### AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF THE ROADS COMMITTEE BUDGET FOR FISCAL YEAR 2010

**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 changed estimates as follows:

<b>Budget Category</b>	<b>Amounts</b>		
	Original Budget	Amended Budget	Change
INCOME			
Forest Receipt	\$ 0.00	\$143,076.10	+\$143,076.10
TOTAL INCOME	\$125,000.00	\$268,076.10	+\$143,076.10
EXPENSE			
Encumbered Comm. Funds	\$ 0.00	\$143,076.10	+\$143,076.10
TOTAL EXPENSE	\$125,000.00	\$268,076.10	+\$143,076.10

**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 INTRODUCED:** March 11, 2010

**DATE OF PUBLIC HEARING:** April 8, 2010

PASSED and APPROVED by the Gustavus City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

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

# AGENDA ITEM 8E

## CITY OF GUSTAVUS, ALASKA ORDINANCE NO. FY10-22NCO

### AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF THE LANDS COMMITTEE BUDGET FOR FISCAL YEAR 2010

**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 changed estimates as follows:

<b>Budget Category</b>	<b>Amounts</b>		
	Original Budget	Amended Budget	Change
INCOME			
Encumbered Comm. Funds	\$ 10,000.00	\$ 0.00	-\$ 10,000.00
TOTAL INCOME	\$ 37,800.00	\$ 27,800.00	-\$ 10,000.00
EXPENSE			
Contractual Services	\$ 28,800.00	\$ 18,000.00	-\$ 10,000.00
TOTAL EXPENSE	\$ 37,800.00	\$ 27,800.00	-\$ 10,000.00

**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 INTRODUCED:** March 11, 2010

**DATE OF PUBLIC HEARING:** April 8, 2010

PASSED and APPROVED by the Gustavus City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

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

# AGENDA ITEM 8F

## City of Gustavus, Alaska Ordinance No. FY10-23NCO

### AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF THE LIBRARY BUDGET FOR FISCAL YEAR 2010

#### 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 FY10 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 changed estimates as follows:

Budget Category	Amounts		
	Original Budget	Amended Budget	Change
<b>INCOME</b>			
Summer Reading	\$ 3,000.00	\$ 9,000.00	+\$6,000.00
Donations	\$ 1,300.00	\$ 1,600.00	+\$ 300.00
Fundraising	\$ 852.00	\$ 552.00	-\$ 300.00
Total Income	\$69,850.00	\$75,850.00	
<b>EXPENSE</b>			
Encumbered Committee Funds	\$ 0.00	\$6,000.00	+\$6,000.00
Total Expense	\$69,850.00	\$75,850.00	

**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 INTRODUCED:** March 11, 2010

**DATE OF PUBLIC HEARING:** April 8, 2010

PASSED and APPROVED by the Gustavus City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

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

April 2, 2010

To the Mayor of Gustavus, City Clerk, and members of the City Council,

I wish to notify you all of my resignation from Council Seat 3 with this letter. My decision is completely voluntary and does not reflect feelings for any of the dedicated hardworking members of Gustavus city government. I've enjoyed working with you even for a short time, but have found I seem to participate best in less formal ways.

Thank you for your tolerance and understanding.

Sincerely,

Allison H. Banks

*Allison H. Banks*

RECEIVED  
APR 02 2010

# AGENDA ITEM 10B

## MEMORANDUM OF AGREEMENT

Between

### STATE OF ALASKA

Department of Transportation and Public Facilities, Southeast Region

And

### CITY OF GUSTAVUS

Regarding

## GUSTAVUS SMALL VESSEL HARBOR FLOAT SYSTEM

The Alaska Department of Transportation and Public Facilities (DOT&PF) and the City of Gustavus (City) enter this Memorandum of Agreement (MOA or Float Agreement) concerning the Small Vessel Harbor Float System, appended to the Gustavus Multi-Modal Marine Facility. It becomes effective once duly executed by representatives of both parties.

### RECITALS

WHEREAS, DOT&PF is responsible for planning and constructing public works, transportation facilities, docks, floats, and similar facilities, AS 35.05.010; AS 44.42.020;

WHEREAS, state law authorizes DOT&PF to sell for a nominal sum to an incorporated city marine or harbor facilities constructed with state and federal matching funds, AS 35.10.120;

WHEREAS, state law authorizes DOT&PF to cooperate, coordinate, and enter agreements with local government entities in exercising its powers and duties, AS 44.42.020;

WHEREAS, the City is a second class city and empowered to enter agreements with the State, AS 29.35.010(13);

WHEREAS, DOT&PF and the City, among others, entered a Memorandum of Understanding in \_\_\_\_\_ 2010 (attached) concerning ownership, operation, security, and maintenance principally concerning the Gustavus Multi-Modal Marine Facility (Facility), but also referencing the adjoining Small Vessel Harbor Float System (Float System);

WHEREAS, the MOU contemplated the likely need for supplemental agreements between some or all of the parties concerning issues related to the Facility and Float System;

NOW, THEREFORE, in consideration of the mutual undertakings addressed in this Float Agreement, DOT&PF and the City agree as follows:

### GENERAL TERMS OF FLOAT AGREEMENT

1. Purpose of Agreement: This MOA memorializes the terms of DOT&PF's and the City's agreement concerning the Float System.

## AGENDA ITEM 10B

2. Scope of Agreement: This MOA addresses design, construction, ownership, operation, security, and maintenance related to the Float System.
3. No Conflicting Use With Adjoining Facility: Public Vessels are entitled to priority use of the adjoining Gustavus Multi-Modal Marine Facility. Use of the Float System is subordinate to and shall not interfere with such priority use.
4. Security Compliance: The City acknowledges that applicable law requires adoption and implementation of a security plan regarding DOT&PF's adjoining Facility. Given the Float System's proximity to the Facility, the security plan will encompass the Float System when qualifying vessels, *e.g.*, State ferries, call at the Facility. The City further acknowledges that the security plan and/or applicable law will impose obligations on the City as owner of the adjoining Float System, *e.g.*, cessation of all operations and/or evacuation of all patrons while ferries call at Facility.
5. DOT&PF Responsibilities: In addition to relevant responsibilities contained in the MOU, DOT&PF agrees as follows:
  - a. DOT&PF will design and construct the Float System, using federal funds appropriated for this purpose.
  - b. As soon as DOT&PF has completed construction, it will transfer ownership of the Float System to the City via bill of sale that generally conforms to the attached copy.
6. City Responsibilities: In addition to relevant terms contained in the MOU, the City agrees as follows:
  - a. As soon as DOT&PF has completed construction, the City will accept transfer ownership of the Float System to the City via bill of sale that generally conforms to the attached copy.
  - b. The City will accept the Float System from DOT&PF "as is, where is" with no representations or warranties from the State of Alaska.
  - c. Following transfer of ownership the City will own, operate, and maintain the Float System at its own expense, consistent with the terms of this MOA and the MOU.
  - d. The City will comply with all current and future security plans, laws, and regulations affecting the Small Vessel Harbor Float System.
7. General Provisions:
  - a. Nothing contained in this Float Agreement will be construed as creating the relationship of principal-agent, partnership, or joint venture between the two parties.

AGENDA ITEM 10B

- b. No Party may assign any portion of this Agreement, or any benefits or rights arising under the Agreement without the written consent of the other.
  - c. This Agreement inures to the benefit of and is binding upon the parties and their respective successors and permitted assigns, if any.
  - d. This MOA shall be read consistent with, and supplemental to, the preceding MOU. It incorporates by reference the same definitions, principles, and attachments adopted by the MOU.
  - e. Waiver by a party of any default by the other will not be deemed a waiver of rights concerning any subsequent default.
  - f. If a court of competent jurisdiction holds any portion of this Agreement invalid, the invalid portion will be severed and will not affect the validity of the remainder.
8. Notification: When any written notice, request, direction, or other communication is necessary, DOT&PF and the City will deliver it to the other in the manner outlined in the preceding MOU.

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

DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES – SE Region

By: \_\_\_\_\_

Gary Davis  
Regional Director

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public in and for Alaska

My commission expires: \_\_\_\_\_

# AGENDA ITEM 10B

Dated: \_\_\_\_\_ CITY OF GUSTAVUS

By: \_\_\_\_\_  
\_\_\_\_\_  
Mayor

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

# AGENDA ITEM 10C

## BILL OF SALE

THIS SALE, is made this \_\_\_\_\_ day of \_\_\_\_\_ 2009, by and between the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, hereinafter referred to as the STATE, whose mailing address is 6860 Glacier Avenue, Juneau AK 99801, and the City of Gustavus, a Municipal Corporation, incorporated under A.S. 29.05.011 et seq., hereinafter referred to as the CITY, whose mailing address is P.O. Box 1, Gustavus Alaska 99826.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other valuable consideration paid, the receipt of which is hereby acknowledged, the STATE does hereby sell, transfer and deliver to the CITY, for continued use as a public facility, all the STATE'S interest, if any, in the following personal property:

ANY and ALL personal property that the STATE owns or has interest in the Gustavus Small Harbor Vessel Float System located adjacent to the Gustavus Dock; including but not limited to floats, piling, floatation devices, and all attached utility systems; all located within Alaska Tidelands Survey 889, Section 19, Township 40 South, Range 59 East, Copper River Meridian, Juneau Recording District, 1<sup>st</sup> Judicial District, Alaska, ("the personal property"), as shown on Attachment B to the Memorandum of Understanding Re Gustavus Multi-Modal Marine Facility, dated \_\_\_\_\_.

TO HAVE, and to hold all the facilities and aforesaid items to the CITY, its executors, administrators, heirs and assigns to its use and administration as a public facility forever.

The STATE makes no covenant, representation, or warranty as to the suitability of the personal property or as to the physical condition of the personal property for any purpose. The CITY acknowledges that it has inspected the property, observed its physical characteristics and existing conditions, and has been afforded the opportunity to conduct such investigation and study on and of the personal property as it deems necessary for the purpose of acquiring the personal property for the CITY'S intended use. The CITY hereby waives all objections to or claims with respect to the physical characteristics and existing conditions of the personal property including hazardous materials in, at, on or under or related to the personal property. The CITY further acknowledges and agrees that the personal property is sold and conveyed to, and purchased and accepted by, the CITY in its present condition "as is, where is" with all its faults, if any, and the CITY hereby assumes the risk that an adverse past, present, or future physical characteristics and conditions may not have been revealed by the CITY'S inspection or investigation. The CITY shall indemnify and hold harmless the STATE from and against all claims, damages, or liabilities (whether or not caused by negligence), including civil or criminal fines, arising out of or relating to the physical characteristics and existing conditions of the personal property from the date of the sale forward.

**For the Alaska Department of  
Transportation and Public Facilities**

**For the City of Gustavus**

\_\_\_\_\_  
Gary Davis  
Regional Director, Southeast Region  
Date: \_\_\_\_\_

\_\_\_\_\_  
Paul Berry  
Mayor  
Date: \_\_\_\_\_

# AGENDA ITEM 10D

## MEMORANDUM OF UNDERSTANDING

Between

### STATE OF ALASKA

**Department of Transportation and Public Facilities, Southeast Region  
Alaska Marine Highway System**

And

### CITY OF GUSTAVUS

And

### UNITED STATES

**Department of Interior  
National Park Service**

Regarding

## GUSTAVUS MULTI-MODAL MARINE FACILITY

The State of Alaska (State), acting through Department of Transportation and Public Facilities, Southeast Region (DOT&PF) and through the Alaska Marine Highway System (AMHS), the City of Gustavus (City), and the United States, acting through the Department of Interior, National Park Service (NPS), enter this Memorandum of Understanding (MOU or Agreement) concerning the Gustavus Multi-Modal Marine Facility (State Project No. 67599). It becomes effective once duly executed by representatives of all Parties.

### RECITALS

WHEREAS, DOT&PF is responsible for managing, operating, and maintaining state modes of transportation, transportation facilities, and docks, floats, and similar facilities, AS 44.42.020;

WHEREAS, AMHS, a division within DOT&PF, is more principally involved with ferry vessels and maritime security;

WHEREAS, state law authorizes DOT&PF to cooperate, coordinate, and enter agreements relating to highways with local government entities and with the United States, AS 19.05.040(10), AS 44.42.020;

WHEREAS, the City is a second class city and empowered to enter agreements with the State and with the United States, AS 29.35.010(13);

WHEREAS, federal law authorizes NPS to cooperate with and to aid the States and political subdivisions in connection with planning and development of national parks, 16 U.S.C. §17l;

WHEREAS, DOT&PF, AMHS, the City, and NPS (the Parties) entered a previous Memorandum of Agreement in 2007 (Memorandum of Agreement I), *see* Attachment A,

## AGENDA ITEM 10D

concerning planning, funding, and construction of a multi-modal marine facility in Gustavus and have acted in good faith to discharge their respective obligations of that preceding agreement;

WHEREAS, the Parties wish to generate a document that marks their progress since 2007 and updates the terms of their agreement concerning the Gustavus Multi-Modal Marine Facility (Facility);

NOW, THEREFORE, in consideration of the mutual undertakings addressed in this Memorandum of Understanding, the Parties agree as follows:

### GENERAL TERMS OF AGREEMENT

1. Definitions: As used in this Agreement, the terms below have the following meanings:
  - a. “Gustavus Multi-Modal Marine Facility” or “Facility” means the improvements constructed in conjunction with State Project No. 67599, including the dock and its associated approach, mooring, and transfer structures, the Staging Area Island, and the shoreside infrastructure providing Facility via Dock Road in Gustavus. It excludes the Small Vessel Harbor Float System. *See* Attachment B for general depiction of the Facility.
  - b. “Public Vessel” means a watercraft owned, operated, or chartered by the United States, the State of Alaska, or a political subdivision and engaged in government-related affairs.
  - c. “Small Vessel Harbor Float System” or “Float System” means the small boat facility adjacent to the transfer bridge at the southerly end of the Gustavus Multi-Modal Marine Facility. *See* Attachment B.
  - d. “Staging Area Island” means the land lying in the path of the Facility’s steel approach trestle, between the shore and the dock. *See* Attachment B.
2. Purpose of Agreement: This MOU serves to update the terms of the Parties’ agreement concerning the Facility and to further define their respective interests and obligations.
3. Scope of Agreement: This MOU addresses principal terms concerning ownership, operation, security, and maintenance related to the Facility.
4. Subsequent Agreements: The Parties acknowledge the likely need for subsequent agreements to address matters not covered by this MOU. The Parties anticipate future Facility-related projects, *e.g.*, adoption of Facility security features, replacement of vessel floats, etc., will require accompanying agreements between the participating entities.
5. Priority Use: The Parties agree that Public Vessels are entitled to priority use of the Facility. In the event of conflicting use by Public Vessels, AMHS ferries have first priority.
6. Cooperation: Each Party will keep the other informed of all matters relevant to their respective interests and responsibilities. In addition, each will provide reasonable cooperative assistance to enable the other to protect its interests and fulfill its obligations under this Agreement.

## AGENDA ITEM 10D

7. DOT&PF Responsibilities: DOT&PF agrees as follows:

- a. DOT&PF will own, operate, and maintain the Gustavus Multi-Modal Marine Facility.
- b. It will not charge AMHS for use of the Facility.
- c. It will be responsible for negotiating agreements with vessel owners or operators seeking to use the Facility. DOT&PF's policy and practice will be generally consistent with those applied by AMHS in similar circumstances. See 17 AAC 70.250-.330.
- d. Following construction of the Small Vessel Harbor Float System, DOT&PF will transfer ownership of the Float System to the City by separate bill of sale and accompanying memorandum of agreement. This transfer will not include any interest in submerged lands or real property.

8. AMHS Responsibilities: AMHS agrees as follows:

- a. AMHS will adopt and enforce an appropriate security plan for use while its ferries call at the Gustavus Multi-Modal Marine Facility.

9. City Responsibilities: The City agrees as follows:

- a. The City will abide by DOT&PF's terms of use and AMHS' security plan regarding the Facility.
- b. The City will adopt harbor regulations specifying the rules governing use of the Facility and Float System. The regulations will include provisions barring inappropriate uses and conduct such as trespass, vandalism, littering, and unauthorized moorage. The City will prominently post the regulations to inform the public of the rules of conduct governing use of the Facility and Float System.
- c. Following DOT&PF's transfer of ownership of the Small Vessel Harbor Float System to the City, the City will own, operate, and maintain the Float System at its own expense.
- d. The City will provide DOT&PF with prompt written notification of any injury or damage to person or property at the Facility caused by persons or means other than State personnel or AMHS vessels.

10. NPS Responsibilities: NPS agrees as follows:

- a. For five years following the date of DOT&PF's acceptance of the Facility from the construction contractor, NPS will monitor and inspect the new marine habitat created by the Staging Area Island, including its embankments and riprap. Further, NPS will provide DOT&PF with annual reports summarizing its resulting findings and

## AGENDA ITEM 10D

conclusions, all as more fully addressed in DOT&PF's Environmental Document, dated  
\*\* [Attachment C ?]

### 11. General Provisions:

- a. Nothing contained in this Agreement will be construed as creating the relationship of principal-agent, partnership, or joint venture between the Parties.
- b. No Party may assign any portion of this Agreement, or any benefits or rights arising under the Agreement without the written consent of the others.
- c. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns, if any.
- d. The provisions of this MOU constitute the whole of the agreement between the Parties with respect its subject matter.
- e. Waiver by a Party of any default by the other(s) will not be deemed a waiver of rights concerning any subsequent default.
- f. If a court of competent jurisdiction holds any portion of this Agreement invalid, the invalid portion will be severed and will not affect the validity of the remainder.

12. Notification: When any written notice, request, direction, or other communication is necessary, the Parties will deliver it in person, by certified mail, or by email addressed to the party for whom it is intended, as follows:

DOT&PF: Regional Director  
DOT&PF, SE Region,  
6860 Glacier Hwy, MS-2506  
Juneau, Alaska 99811-2506  
Ph: 907/465-1762  
Current addressee: [gary.davis@alaska.gov](mailto:gary.davis@alaska.gov)

AMHS: Deputy Commissioner  
Alaska Marine Highway System  
3132 Channel Dr, MS-2500  
Juneau, Alaska 99811-2500  
Ph: 907/465-6977  
Current addressee: [james.beedle@alaska.gov](mailto:james.beedle@alaska.gov)

City: Mayor  
City of Gustavus  
P.O. Box 1  
Gustavus, Alaska 99826  
Ph: 907/\*

AGENDA ITEM 10D

Current addressee:

NPS: Superintendent  
Glacier Bay National Park and Preserve  
National Park Service  
U. S. Department of the Interior  
P.O. Box 140  
Gustavus, Alaska 99826-0140  
Ph: 907  
Current addressee:

Dated: \_\_\_\_\_ DEPARTMENT OF TRANSPORTATION &  
PUBLIC FACILITIES – SE Region

By: \_\_\_\_\_  
Gary Davis  
Regional Director

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

Dated: \_\_\_\_\_ DEPARTMENT OF TRANSPORTATION &  
PUBLIC FACILITIES – Alaska Marine Highway  
System

By: \_\_\_\_\_  
James Beedle  
Deputy Commissioner

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_

# AGENDA ITEM 10D

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

Dated: \_\_\_\_\_ CITY OF GUSTAVUS

By: \_\_\_\_\_  
\_\_\_\_\_  
Mayor

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

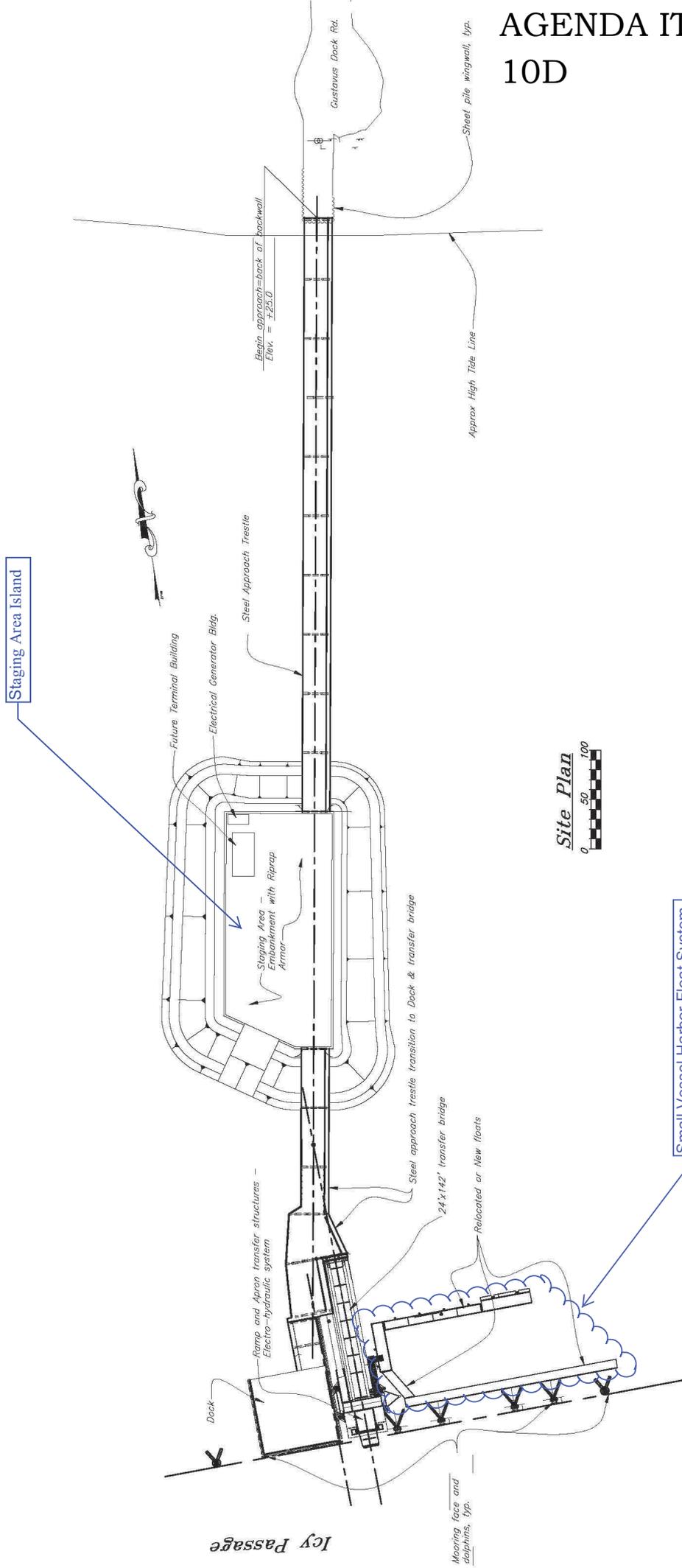
Dated: \_\_\_\_\_ NATIONAL PARK SERVICE, GLBANPP

By: \_\_\_\_\_  
Cherry Payne  
Superintendent

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

# AGENDA ITEM 10D



Tidal Data	
HTL =	+20.0
MHW =	+13.7
MLLW =	0.0
ELW (Est.) =	-5.0

DO NOT SCALE FROM THESE DRAWINGS USE DIMENSIONS  
DESIGNED BY: J. SCOTT



CHECKED BY: B. Sankar  
DRAWN BY: C. Farnon, R. Holszak  
PATH: C:\GUST DOCK 672959.MOU SITE PLAN ATTACH B.DWG  
TAB: F1, 25-Sep-08 12:20PM

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
DESIGN & ENGINEERING SERVICES DIVISION/SOUTHEAST REGION  
**Gustavus Causeway Replacement**  
**Multi-modal Marine Facility Layout**

PROJECT DESIGNATION		YEAR		TOTAL SHEETS	
BR-0003(53)67599		2008		138	
REVISIONS		DATE		DESCRIPTION	
NO.	DATE	DESCRIPTION			

AGENDA ITEM 10E

Issue Date: April 9, 2010  
RM-2010-01  
Annual Road Maintenance 2010-11

CITY OF GUSTAVUS  
REQUEST FOR QUOTATION

RM-2010-01

Road Maintenance

Opening Date: April 28, 2010

Time: 9:00 AM

Location: City Hall

PLEASE PROVIDE QUOTES to furnish the services and material listed in the bid schedule for the City of Gustavus Road System

\*\*\*\*\*

\*\*\*\*\*

DELIVER QUOTES TO:

**THIS IS NOT AN ORDER**  
\*\*\*\*\*

\*\*\*\*\*

City of Gustavus  
Gustavus City Hall  
PO Box 1  
Gustavus, Alaska, 99826

**QUOTES MUST BE RECEIVED BY THE DATE AND TIME SHOWN ABOVE.**

This work consists of **annual maintenance**. Work shall be performed on an "as requested" basis, at the direction of the Road Committee. All work shall be performed as described in this RFQ and attached Road Specifications 208, 208A, 213 and 219A. These Specs are included in the Bid Packet available at the City Hall, and shall become part of any purchase order resulting from the RFQ. Bidder is responsible to obtain a current copy of these specifications prior to bidding.

**THE PERIOD OF PERFORMANCE** for this work is from July 1, 2010 to June 30, 2011.

Throughout the period of performance, the contractor is responsible for keeping and submitting monthly work logs and billing records to the City Clerk, with a copy submitted simultaneously to the Road Committee Chairman. The contractor will submit to the City Clerk in the format specified a report of the quantity of aggregate taken from pits for submission to DNR.

# AGENDA ITEM 10E

**Issue Date: April 9, 2010**

**RM-2010-01**

**Annual Road Maintenance 2010-11**

## **INSTRUCTIONS TO BIDDER:**

Bidder must submit quotes for all bid schedule items listed.  
Bid Schedule sheets must be manually signed (original signature).

Erasure or other changes made to the Bid Schedule sheets must be initialed by the person signing the bid. Note: "White Out" or other liquid correction methods must be initialed.

The quotes must be sealed in an envelope with RFQ number, opening date, and contractor's name written on the outside of the envelope.

## **SUBCONTRACTING:**

Subcontracting is not permitted unless authorized in writing by the Road Committee. In the event that subcontracting is authorized, the general contractor is responsible to the City to verify insurance on all subcontractors and furnish copies of same to the City. All subcontractors must carry and show proof of the minimum limits of liability insurance.

## **INSURANCE**

The contractor must meet and have in place the insurance requirements listed below at all times during the period set out above.

## **LABOR RATES**

Some of the bid items included in this RFQ may be subject to the provisions of Title 36 of the Alaska Statutes. Title 36 provides for the payment of prevailing rates of pay on public construction or public works as published in the current State of Alaska Department of Labor Wage and Hour Administration Pamphlet No. 600, and requires weekly submission of certified payrolls.

Public construction or public works means the on-site field surveying, erection, rehabilitation, alteration, extensions or repair, including painting or redecorating of buildings, highways or other improvements to real property under contract for the state, a political subdivision of the state, or a regional school board.

It is the bidder's responsibility to study the elements of the bid schedule and determine the applicability of provisions of Title 36, Alaska Statutes. If you have questions regarding the applicability of Statutes to the work to be performed, please contact the Department of Labor, Wage and Hour Administration at 1111 W 8<sup>th</sup> St, Juneau, AK, or call (907) 465-4842. <http://www.labor.state.ak.us/lss/forms/pamp600-4-1-06.pdf>

**INDEMNIFICATION.** The Contractor shall defend and indemnify the City, its officers, agents, and employees, against any claims, loss or damages arising from injury to person(s), damage to property, or economic loss, arising out of in whole or in part from the Contractor's performance or non-performance of its duties under this agreement. This duty to defend and indemnify shall include responsibility for all damages, costs, and

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attorney fees. This obligation shall be continuing in nature and extend beyond the term of this agreement.

**METHOD OF AWARD:** Award will be made to the low responsive, responsible bidder meeting all the requirements. For purposes of determining the lowest bidder, the extended bid amounts (estimated amount  $\times$  unit cost) will be totaled to give a total bid amount. This contract is on an "as required" basis. Quantities listed are estimations for award purposes only. The City reserves the right to increase or decrease quantities as necessary to accomplish the actual requirements and make payment at the unit price bid.

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## **GENERAL PROVISIONS**

### **RFQ INSTRUCTION TO BIDDERS**

Any response not meeting the requirements of the bidding documents shall be considered non-responsive.

Offers made in accordance with the bidding documents must be good and firm for a period of ninety days from the date of bid opening unless otherwise noted.

Bids will be received at the time and place stated in the bidding documents. It is the sole responsibility of the bidder to see that the bid is submitted on time. Any bid received after the scheduled opening time will not be considered, but will be held unopened. No responsibility will be attached to any officer for the premature opening of or failure to open a bid not properly addressed and identified.

The City of Gustavus may accept or reject any or all bids for good cause shown, to waive minor deviations from the specifications, and to waive any informality in bids received, when such acceptance, rejection, or waiver is in the best interest of the City of Gustavus. Informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible, and waiver of the informality does not grant the bidder a competitive advantage.

The City of Gustavus may cancel the RFQ if such cancellation is in the best interest of the City.

In the case of error in the extension of prices in the bid, the unit price will govern.

It is the responsibility of the bidder to obtain a current copy of all bid documents from the City Clerk.

If any Addenda are issued pertaining to the bidding documents and subject Addenda are not acknowledged, the bid will be considered non-responsive.

Telegraphic bids will not be accepted unless specifically noted on the cover sheet.

Each bid shall be made on the form provided by the City of Gustavus or copy thereof and shall be signed by the bidder with signature in full.

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After depositing a bid, a bidder may withdraw, modify, or correct his bid, providing the City of Gustavus receives the request for such withdrawal, modification, or correction before the time set for opening bids. The original bid, as modified by such written communication will be considered as the bid. No bidder will be permitted to withdraw his bid after the time set for opening bids.

The Contractor shall perform the duties specified in this solicitation. The Contractor understands that the City makes no representation that it will look exclusively to the Contractor for the type of goods or services requested. The Contractor will perform the duties under this agreement as an independent contract. The City of Gustavus assumes no responsibility for any interpretation or representations made by any of its officers or agents unless such interpretations or representations are made by Addenda.

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**PURCHASE ORDER/CONTRACT**

It is the intent of the City of Gustavus to use a purchase order and the bidding documents to establish the contractual relationship between the City of Gustavus and the lowest responsive, responsible bidder. The following conditions shall apply:

- (a) The unilateral right of the City of Gustavus to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
- (b) Liquidated damages;
- (c) Termination of the contract for default;
- (d) Termination of the contract in whole or in part for the convenience of the City of Gustavus;

**INDEMNIFY AND HOLD HARMLESS**

The bidder shall defend and indemnify the City, its officers, agents, and employees, against any claims, loss, or damages arising from injury to person(s), damage to property, or economic loss, arising out of, in whole or in part, the bidder's performance or non-performance of its duties under this agreement and any defects in the goods and services provided by the bidder. This duty to defend and indemnify shall include responsibility for all damages, costs, and attorney fees. This obligation shall be continuing in nature and extend beyond the term of this agreement.

**END OF GENERAL PROVISIONS**

**GUSTAVUS ROAD MAINTENANCE SUPPLEMENTAL CONDITIONS**

1. Some of the elements of the bid schedule may be subject to the provisions of Title 36 of the Alaska Statutes. Title 36 provides for the payment of prevailing rates of pay on public construction or public works as published in the current State of Alaska Department of Labor Wage and Hour Administration Pamphlet No. 600, and requires weekly submission of certified payrolls.

Public construction or public works means the on-site field surveying, erection, rehabilitation, alteration, extensions or repair, including painting or redecorating of buildings, highways or other improvements to real property under contract for the state, a political subdivision of the state, or a regional school board.

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- It is the bidder's responsibility to study the elements of bid schedule and determine the applicability of provisions of Title 36, Alaska Statutes. If you have questions regarding the applicability of Statutes to the work to be performed, please contact the Department of Labor, Wage and Hour Administration, 1111 W 8<sup>th</sup> St, Juneau, AK, or call (907) 465-4842.
2. Bidders should visit the premises to ascertain pertinent conditions, such as the area, location, accessibility, and general character of the premises. A road maintenance map, road mileage report, and list of Committee members are attached to all RFQ bidding documents. The bidders assume the risk that actual site conditions differ from the proposed contract documents or from those ordinarily encountered.
  3. The City of Gustavus reserves the right to inspect the Contractor's equipment prior to award and to reject any bid if the equipment is not in reliable operating condition or if the equipment is not able to produce the specified work according to the specifications.
  4. The Contractor shall supply knowledgeable and competent operators with each piece of equipment, who are capable of doing the required work.
  5. The City of Gustavus reserves the right to increase or decrease quantities to the limits of the available funding. Payment for work done shall be at the Unit Price Bid or fractional unit for each bid item completed.
  6. All work required under the Contract shall be completed in a timely manner. Failure to complete work in a timely manner shall be grounds for termination of this Contract. In case of default by the contractor, for any reason whatsoever, the City of Gustavus may procure the goods or services from another source and hold the contractor responsible for any resulting increase in cost or other remedies under law or equity.
  7. Debarment or Suspension: The Gustavus City Council may debar (for a period of not more than three years) or suspend (for a period of not more than three months) a person for cause from consideration for award of contracts. The causes for debarment include but are not limited to:
    - A. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract, or
    - B. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for debarment.

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8. Contractor shall make all necessary efforts to protect existing privately or publicly owned facilities, equipment, improvements and landscaping; the destruction, removal or relocation of which is not contemplated under this contract. In the event that protection of any existing facilities is not possible due to construction requirements, the Contractor shall advise the Road Committee of the problem and shall cooperate with the Road Committee in seeking a reasonable solution to the problem. The Contractor shall not proceed with work resulting in damage to or destruction of such existing facilities until the Road Committee has given approval to proceed in writing.
9. Contractor shall be entirely responsible for any and all damage sustained by any and all parties affected by utility outages caused by them, whether the outages are deliberate or accidental. The Contractor shall make all necessary efforts to prevent damage, and shall make all necessary efforts to promptly repair and restore facilities or equipment damaged as a result of such outages.
10. The Road Committee will provide the necessary rights-of-way or easements for the work. Contractor shall confine his operations to the designated areas and observe all restrictions contained in any easements.
11. The Road Committee does not anticipate that the work required herein will involve moving or excavating through utility lines or poles, sewer or water lines, culverts, mailboxes, fences, etc. However, if in the course of Contractor's work, existing privately or publicly owned facilities, equipment, improvements and landscaping, etc. suffer damage due to Contractor's operations, intentional or unintentional, Contractor shall be responsible to have such facility, equipment, improvement and landscaping restored to its previous condition, or better, and at no additional cost to the City of Gustavus.
12. The Contractor shall take road service direction only from the Road Committee, or from a Council Member speaking on behalf of the Mayor. Should the Contractor, while performing City work, be approached by a resident with a complaint, suggestion, or request, the Contractor shall politely explain that he/she is being directed by the Road Committee and ask the resident please to direct any questions, concerns, or requests to a member of the Road Committee or the City Council.

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13. All Contractors submitting a bid for this contract shall have and keep in effect an Alaska Business License, a City of Gustavus Business Permit, and an Alaska Contractors License. The Contractor shall be responsible for any additional licenses and/or permits required in the locality of the work. The City of Gustavus is responsible for all special permits such as ADF&G and Army Corps of Engineers permitting. The Contractor shall further be responsible for current licenses for all subcontractors and suppliers, as required by law, during the term of the Contract and provide proof thereof upon request. If proof of required licensure is not submitted to the Clerk within 10 days of bid closure, then bidder shall be determined to be nonresponsive.
14. The name or names of Committee members who have authority to call for work under this contract will be provided to the Contractor. The Contractor shall be notified in writing of any changes to the membership of the Committee during the term of the contract. The Committee will inform the Contractor regarding which member of the Committee is the point of contact for directing the Contractor at any time during the Contract.
15. Other Goods and Services:
  - A. In addition to specifications listed in the bid schedule, other work may be required to fulfill the scope of the agreement, and may be requested by the Road Committee.
  - B. At the Road Committee's discretion, the Contractor may be requested to provide a written quotation prior to the work and in such case shall proceed only upon written (or e-mailed) notice by the Committee. The Committee shall have the right to reject any such quotation and to independently contract with another party to perform the requested work.
  - C. After completion of the work, the Contractor shall provide to the Road Committee all material invoices and receipts and a log of equipment and/or labor time for payment.
16. Minimum Call-Out Amounts:

When the Road Committee requests an individual item of work, the amount of work requested for that item shall not be less than the amount listed below. In the event that a lesser amount is requested, the Road Committee and contractor may negotiate the unit price.

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<b>Item</b>	<b>Description</b>	<b>Minimum Amount</b>
208	Blading Roadbed	1 HOUR
208 A	Spot Blading	1 HOUR
213	Spot Hand Clearing	1 HOUR
219 A	Pit Run Aggregate	10 C.Y.

17. **Billing:**

The contractor will submit billing at the end of the month.

18. **Notification and Acceptance of Work:**

The contractor will submit a complete spread sheet to Committee at the end of each month stating what type of service was provided and where.

19. **Convenience Termination:**

This contract may be terminated by: (A) mutual consent of the parties, (B) for the convenience of the City of Gustavus, provided that the City of Gustavus notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination. (C) For cause, by either party where the other party fails in any material way to perform its obligations under this contract; provided, however, that as a condition of the exercise of its right of termination under this paragraph the terminating party shall notify the other party of its intent to terminate this contract and state with reasonable specificity the grounds therefore, and the defaulting party shall have filed within 30 days of receiving the notice to cure the default. (D) Termination pursuant to this section shall not affect the parties' continuing obligations under this contract and all other portions shall continue to be in full force and effect. The City of Gustavus shall pay the Contractor for all satisfactory work performed before notice of termination.

**END OF GUSTAVUS ROAD MAINTENANCE SUPPLEMENTAL  
CONDITIONS**

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### **INSURANCE REQUIREMENTS**

During the term of the contract, the Contractor shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated "Excellent" or "Superior" by A. M. Best Company or specifically approved by the City Council.

**Limits:** The CONTRACTOR shall obtain insurance for not less than the following limits:

- Commercial general liability: coverage written on an occurrence basis with limits of not less than \$1,000,000 per occurrence;
- Comprehensive automobile liability: \$1,000,000 combined single limit;
- Workers' compensation: \$100,000 each accident, \$500,000 disease--policy limit, and \$100,000 disease--each employee.

**Automobile Liability Insurance:** All autos or all owned, non-owned, and hired automobiles must be insured when the CONTRACTOR is using them to do work under this Agreement. If the CONTRACTOR submits insurance covering only scheduled autos, then the CONTRACTOR must assure that any additional vehicles are insured before using them in the work under this Agreement.

**Workers' Compensation:** Any employee of the CONTRACTOR must be covered by workers' compensation insurance during the term of the Agreement. This policy must be endorsed with a waiver of subrogation in favor of the CITY. The CONTRACTOR is not required to provide a certificate of workers' compensation insurance if the Contractor certifies in a manner acceptable to the CITY that the Contractor has no employees subject to the Act. The CONTRACTOR is not required to provide a certificate of workers' compensation covering certain employees under the following circumstances: Corporations - If the executive officer claims an exemption, then the CONTRACTOR must provide a certificate of waiver for that officer from the Alaska Department of Labor; Sole *Proprietors* - The CONTRACTOR must sign a workers' compensation release on a form provided by the CITY; Partnerships - Every partner must sign a workers' compensation release on a form provided by the CITY.

**Alternate Coverage:** A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of this section.

**Additional Insured:** During the contract term, the CONTRACTOR shall add and maintain the CITY as an additional insured in the Contractor's commercial general liability policy. This policy will provide primary coverage for the CITY, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.

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**Certificate of Insurance:** Prior to commencing any work under this Agreement, the CONTRACTOR will provide a certificate of insurance in a form acceptable to the CITY showing that the CONTRACTOR has the required insurance coverage.

**Cancellation:** The CONTRACTOR must assure that the CITY receives notice if the Contractor's insurance is going to be canceled, not renewed, or changed. The certificate of insurance must say that the insurer will notify the CITY at least 30 days before the insurer cancels, refuses to renew, or materially changes the coverage.

**Increased Coverage:** If during the Agreement term the CITY requires higher limits of insurance than those listed in this section, and if the insurer raises the premium as a result of the higher limits of insurance, then the CITY will pay the CONTRACTOR the difference between the new and old premiums.

**Subcontracting:** The General Contractor is responsible to the CITY to verify insurance on all subcontractors and furnish copies of it to the CITY upon request. All subcontractors must carry and show proof of the minimum limits of liability indicated above.

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**BID SCHEDULE\*\***

SPEC. ITEM #	PAY ITEM	ESTIMATED QUANTITY	PAY UNIT	UNIT COST	TOTAL COST
208 BLADING	OWEN + PORCUPINE ST.	<b>3</b>	EACH		
208	VENETA ST.	<b>6</b>	EACH		
208	TRUDY ST.	<b>3</b>	EACH		
208	LYNN ST.	<b>3</b>	EACH		
208	SNOW ST.	<b>3</b>	EACH		
208	TONG MAIN TO CORNER	<b>3</b>	EACH		
208	TONG RD / A	<b>2</b>	EACH		
208	TONG RD /B	<b>2</b>	EACH		
208	EXTRA TUFF	<b>2</b>	EACH		
208	SPRUCE	<b>3</b>	EACH		
208	GOOD RIVER RD.	<b>8</b>	EACH		
208	MARY'S RD.	<b>2</b>	EACH		
208	GRANDPA'S FARM RD.	<b>5</b>	EACH		
208	MEADOW LN.	<b>2</b>	EACH		
208	DICKEY DR.	<b>2</b>	EACH		
208	DOLLY VARDEN	<b>8</b>	EACH		
208	GREENLING	<b>2</b>	EACH		
208	CHINOOK	<b>2</b>	EACH		
208	CHUM	<b>3</b>	EACH		
208	KING SALMON	<b>2</b>	EACH		
208	SANDLANCE	<b>2</b>	EACH		
208	HALIBUT	<b>3</b>	EACH		

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## **BID SCHEDULE**

208	CAPELIN	<b>2</b>	EACH		
208	HUMPY	<b>3</b>	EACH		
208	NEEDLEFISH	<b>2</b>	EACH		
208	SOCKEYE	<b>3</b>	EACH		
208	HERRING LN.	<b>1</b>	EACH		
208	COHO	<b>3</b>	EACH		
208	STEELHEAD	<b>3</b>	EACH		
208	CANDLEFISH	<b>1</b>	EACH		
208	SHOOTING STAR	<b>2</b>	EACH		
208	LUPINE	<b>2</b>	EACH		
208	CITY HALL ACCESS + PARKING	<b>4</b>	EACH		
208	WILSON RD.	<b>12</b>	EACH		
208	FARAWAY	<b>2</b>	EACH		
208	WHITE	<b>2</b>	EACH		
208	PARKER	<b>2</b>	EACH		
208	HARRY HALL (CHUCK KEARNS)	<b>2</b>	EACH		
208	RIVER BEND	<b>2</b>	EACH		
208	CHASE	<b>2</b>	EACH		
208	MACKOVJAK'S RD.	<b>2</b>	EACH		
208	RINK CREEK RD.	<b>10</b>	EACH		
208	BOAT HARBOR RD.	<b>5</b>	EACH		
208	BILL'S DR.	<b>2</b>	EACH		
208	MEADOWBROOK LN.	<b>2</b>	EACH		

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## **BID SCHEDULE**

208	FAIRWEATHER	<b>8</b>	EACH		
208	PLEASANT AVE.	<b>1</b>	EACH		
208	JACOB	<b>8</b>	EACH		
208	GUSTAV	<b>3</b>	EACH		
208	TRAVIS	<b>3</b>	EACH		
208	BENJAMIN	<b>3</b>	EACH		
208	GLEN'S DITCH RD	<b>5</b>	EACH		
208	OLD SAME	<b>3</b>	EACH		
208	DUNGENESS WAY	<b>2</b>	EACH		
208	GLEN'S DITCH TO MOSSY'S	<b>1</b>	EACH		
208A	MISC. SPOT BLADING	<b>30</b>	HOUR		
213 CLEARING	MISC. SPOT HAND CLEARING	<b>40</b>	MAN HOUR		
219A PIT RUN	AREA 1 (total 2.91 mi. est.)	<b>250</b>	CU. YD.		
219A	AREA 2 (total 2.20 mi. est.)	<b>300</b>	CU. YD.		
219A	AREA 3 (total 3.70 mi. est.)	<b>1000</b>	CU. YD.		
219A	AREA 4 (total 4.20 mi. est.)	<b>750</b>	CU. YD.		
219A	AREA 5 (total 4.45 mi. est.)	<b>350</b>	CU. YD.		
219A	AREA 6 (total 3.75 mi. est.)	<b>600</b>	CU. YD.		
<b>TOTAL (SUM OF TOTAL COST COLUMN)</b>					<b>\$</b>

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## **BID SCHEDULE**

**Please provide hourly equipment rates for other equipment you have available.**

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\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Name/Title (print or type)

\_\_\_\_\_  
Contractor's Name (print or type)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State, Zip

Alaska Business License No. \_\_\_\_\_

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## **Road Service Areas. 2010/2011**

**The road system has been divided into 6 service areas for management reasons. Each road is contained within a service area and the length of each road is stated.**

### **Area 1:**

<b><u>Total Miles: 2.91</u></b>	<b>Mileage</b>
Owen and Porcupine	.27
Veneta	.42
Trudy	.36
Lynn	.18
Snow	.15
Tong Main to Corner	.50
Tong/A left turn	.40
Tong/B Corner to Inn	.13
Spruce	.40
Extra Tuff	.10

### **Area 2:**

<b><u>Total Miles: 2.20</u></b>	
Good River	.75
Mary's	.25
Grandpa's Farm	.75
Meadow Lane	.20
Dickey Dr.	.25

### **Area 3:**

<b><u>Total Miles: 3.70</u></b>	
Dolly Varden	.70
Greenling	.15
Chinook	.35
Chum	.10
King Salmon	.10
Sandlance	.10
Halibut	.30
Capelin	.10
Humpy	.25
Needlefish	.10
Sockeye	.30
Herring Ln	.10
Coho	.25
Steelhead	.30
Candlefish	.10
Shooting Star	.10
Lupine	.20
City Hall Access	.10

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**Area 4:**  
**Total miles: 4.20**                      **Mileage**  
Wilson                                      2.10  
Faraway                                      .25  
White                                         .30  
Parker                                        .30  
Harry Hall (Kearns)                      .45  
River Bend                                 .10  
Chase                                        .45  
Mackovjak's                                .25

**Area 5:**  
**Total miles: 4.45**

Rink Creek                                 3.90  
Buoy Dr.                                     .30  
Island View Dr.                            .25

**Area 6:**  
**Total miles: 3.75**

Boat Harbor                                .30  
Bill's Drive                                 .25  
Meadowbrook Lane                        .30  
Fairweather                                .30  
Pleasant                                     .20  
Jacob                                        .30  
Gustav                                        .25  
Travis                                        .25  
Benjamin                                    .25  
Glen's Ditch to Old Same                .20  
Old Same                                    .80  
Dungeness Way                            .10  
Glen's Ditch to Mossy's                 .25

**Total Mileage: 21.21**

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## SECTION 208 BLADING ROADBED

### 208-1.01 Description:

This work shall consist of blading the surface of an existing road to remove potholes and washboarding, and re-establish an adequate crown and superelevation as directed by the Road Committee.

### 208-2.01 Construction Requirements:

**Equipment:** The contractor's equipment must be a motor grader of adequate size and quality and properly maintained to perform the requirements of this specification. Worn cutting edges and uneven tire pressure are not acceptable. Contractors are encouraged to use a cab-mounted slope meter to establish required crowns. The city reserves the right to inspect equipment.

**Response time:** 72 hours from call-out by the Committee representative unless otherwise directed.

**General:** Blade and shape the existing travel-way and shoulders, including turnouts, to produce a surface which is uniform, consistent to grade, and crowned or cross-sloped as indicated by the character of the existing surface, 2-4 percent, to provide drainage away from the traveled-way. Thoroughly loosen surfacing materials to the depth of pot holes, or corrugations. Retain the surface materials on the roadbed, and provide a thorough mixing of materials within the completed surface width. Shape existing drainage dips to divert runoff to the existing outlet. Where ditches are not present, do not undercut roadway back slopes.

**Berms:** Do not create berms along the roads.

**Existing Structures:** Do not place materials resulting from this work on structures such as bridges or drainage dips or in culverts.

**Intersections:** At intersections, blade side roads that are not closed to assure a smooth transition.

### 208-3.01 Method of Measurement:

Blading roadbed will be measured by the designated road unit and shall include as many passes as are necessary to provide a smooth, properly shaped road surface. The Committee may also approve spot grading using Specification 208A Spot Grading Roadbed with its pay unit and hourly rate.

### 208-4.01 Basis of Payment:

The accepted quantities of blading roadbed will be paid for at the contract unit price per designated road unit, or fraction thereof, completed and accepted by the Road Committee.

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
208	Blading Roadbed	designated road unit

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## SECTION 208A SPOT BLADING ROADBED

### 208A-1.01 Description:

This work shall consist of spot blading the surface of limited sections of an existing road to remove potholes and wash boarding, and re-establish an adequate crown as directed by the Road Committee. This specification may be applied at the discretion of the Road Committee or Contractor for cases where blading of long sections of road is not needed but relatively localized sections of roads need spot repairs.

### 208A-2.01 Construction Requirements:

**Equipment:** The contractor's equipment must be a motor grader of adequate size and quality and properly maintained to perform the requirements of this specification. Worn cutting edges and uneven tire pressure are not acceptable. Contractors are encouraged to use a cab-mounted slope meter to establish required crowns.

**Response time:** 72 hours from call-out by the Committee representative unless otherwise directed.

**General:** Blade and shape the existing travel-way and shoulders, including turnouts, to produce a surface which is uniform, consistent to grade, and crowned or cross-sloped as indicated by the character of the existing surface, to at least 3 percent, to provide drainage away from the traveled-way. Thoroughly loosen surfacing materials to the depth of pot holes, or corrugations. Retain the surface materials on the roadbed, and provide a thorough mixing of materials within the completed surface width. Shape existing drainage dips to divert runoff to the existing outlet. Where ditches are not present, do not undercut roadway back slopes.

**Berms:** Do not create berms along the roads.

**Existing Structures:** Do not place materials resulting from this work on structures such as bridges or drainage dips or in culverts.

**Intersections:** At intersections, blade side roads that are not closed to assure a smooth transition.

### 208A-3.01 Method of Measurement:

Blading roadbed will be measured by the equipment hour, portal to portal.

### 20A8-4.01 Basis of Payment:

The accepted quantities of spot blading roadbed will be paid for at the contract unit price per equipment hour or fraction thereof, portal to portal, completed and accepted by the Road Committee. Contractor shall provide with the invoice a log of equipment operating time and locations graded.

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
208A	Spot Blading Roadbed	Hour

# AGENDA ITEM 10E

**Issue Date: April 9, 2010**  
**RM-2010-01**  
**Annual Road Maintenance 2010-11**

## SECTION 213 SPOT HAND CLEARING

### 213-1.01 Description:

This work shall consist of cutting trees and brush and, if requested, clearing cut material to disposal sites.

### 213-2.01 Construction Requirements:

The Road Committee will designate the limits of work and denote trees, shrubs, plants, and other objects to remain. No equipment on wheels or tracks shall be used unless approved by the Road Committee. Stumps shall be cut flush with the ground.

Selected trees, as designated by the Road Committee, shall be cut, bucked into 4 foot lengths and stacked neatly beyond the ditch and fully outside the road embankment, or, if requested, removed and disposed of in an acceptable manner. Selective tree removal may include leaning or dangerous trees and snags.

If requested the cut trees and brush shall be removed by the Contractor and disposed of at locations outside the road right-of-way. Contractor shall make all necessary arrangements for obtaining suitable disposal locations.

Intersection and road sight distance shall not be compromised during or after the hand clearing operation.

### 213-3.01 Method of Measurement:

Hand clearing will be paid for by the man-hour on site and working. Unit costs shall include all transportation to and from the site, equipment, labor, fuel, travel, etc. to complete the requested hand clearing on a man-hour on site and working basis.

### 213-4.01 Basis of Payment:

The accepted quantities of hand clearing will be paid for at the contract unit price per man-hour or portion thereof, completed and accepted by the Road Committee.

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
213	Hand clearing	Each Man-Hour

# AGENDA ITEM 10E

**Issue Date: April 9, 2010**  
**RM-2010-01**  
**Annual Road Maintenance 2010-11**

## SECTION 219 A GUSTAVUS PIT RUN AGGREGATE

### 219A-1.01 Description:

This work shall consist of furnishing and placing a smooth, uniform surface with no cross berms, with one or more courses of aggregate on a prepared surface as directed by the Road Committee.

### 219A-2.01 Aggregate:

The aggregate shall be pit run gravel from the City of Gustavus allotment from the State of Alaska gravel pit in Gustavus or the City is responsible for any reimbursement to the state for the gravel.

## **CONSTRUCTION REQUIREMENTS**

### 219A-3.01 Placing:

The Contractor shall lay a uniform lift of a two inch course of Gustavus Pit Run Aggregate on the road surface suitable for application.

### 219A-3.02 Mixing:

None required.

### 219A-3.03 Shaping and Compaction:

No compaction will be required of the Contractor. Compaction will be achieved by subsequent vehicle traffic.

### 219A-4.01 Method of Measurement:

Aggregate will be measured by the cubic yard based on truck count as logged by the contractor. When requested in writing by the Contractor, the Road Committee representative may approve alternative methods of determining cubic yardage. After award of contract, the City/ Committee will meet to measure and calculate volume of each truck to be used for hauling purposes. Once determined, random checks can be made throughout contract period.

Each month truck loads will be reported to the city clerk. If different trucks are used, an identification means must be determined.

### 219A-5.01 Basis of Payment:

The accepted quantity of aggregate will be paid for at the contract price per cubic yard, complete, in-place and accepted by the Road Committee. The Contractor shall provide with the invoice a log of materials placed by location and date.

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
219A	Gustavus Pit Run Aggregate	Cubic Yard

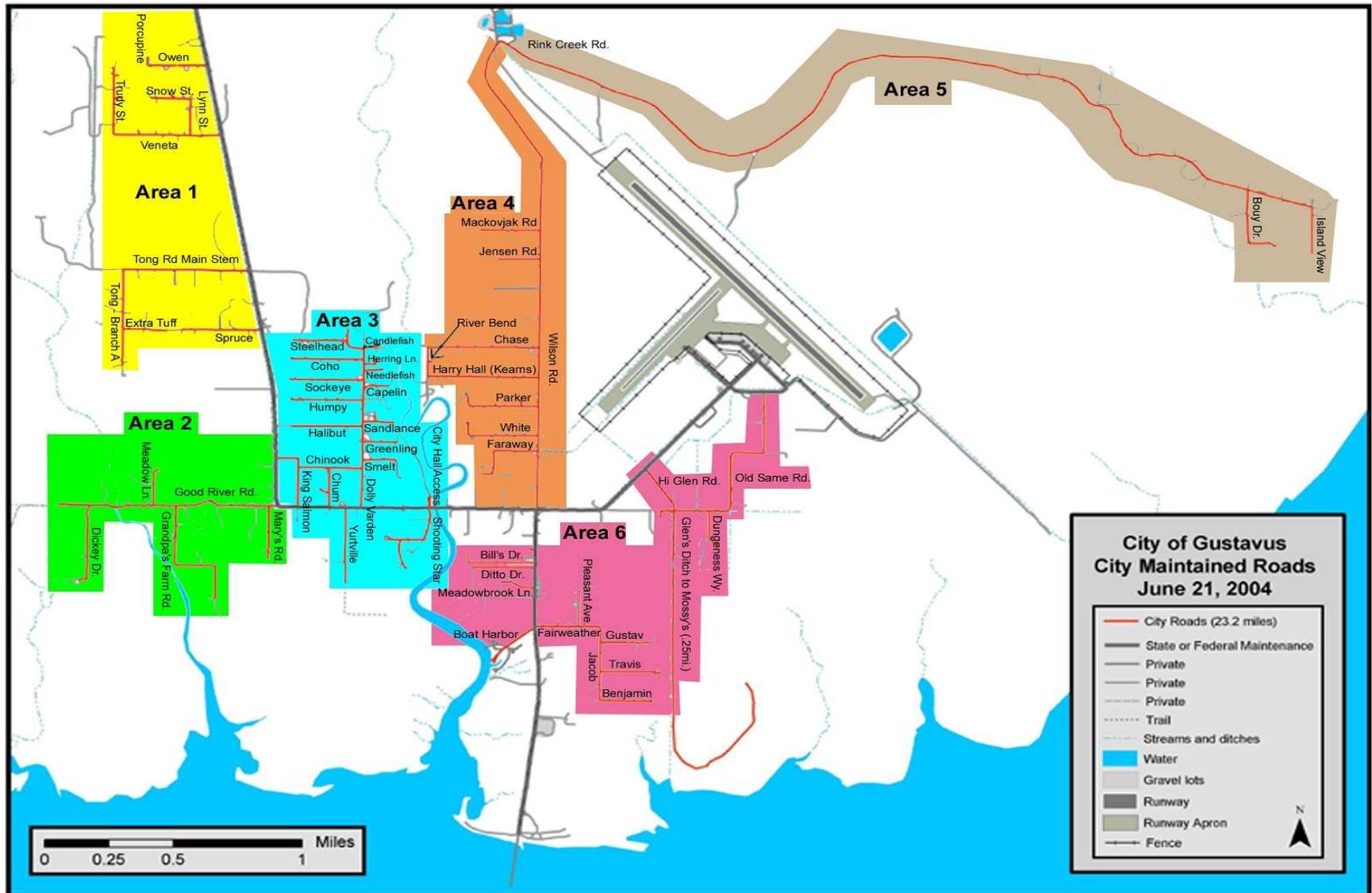
**END OF SECTION**

**Issue Date: April 9, 2010**

**RM-2010-01**

**Annual Road Maintenance 2010-11**

# AGENDA ITEM 10E



# AGENDA ITEM 10E

**Issue Date: May 15, 2009**  
**RM-2009-01**  
**Annual Road Maintenance 2009-10**

Road Committee Members

Joe Lassiter  
Abigail Calkin  
Martin Rogers

**Estimate Opening – Gravel Pit Development**

Opening Date: March 17, 2010

Estimate Opening Time: 10:00AM

Number of Estimates Received: 2

Contractor Name: Fairweather Const.

Amount of Bid: 4,999.00

Contractor Name: Glacier Bay Const.

Amount of Bid: 5,000

Contractor Name: \_\_\_\_\_

Amount of Bid: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Amount of Bid: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Amount of Bid: \_\_\_\_\_

Signature: Kapryca Manchester

Date: 3/17/10

# AGENDA ITEM 10F

Fairweather Construction

Po Box 116  
Gustavus, AK 99826

## Estimate

Date	Estimate #
2/12/2010	2935

Name / Address
City of Gustavus Po Box 1 Gustavus AK 99826

Description	Qty	Rate	Total	Project
Clear, strip and stockpile sod, burn brush and stack firewood logs approx. 1/2 acre at the gustavus gravel pit.	1	4,899.00	4,899.00	
			<b>Subtotal</b>	\$4,899.00
			<b>Sales Tax (2.0%)</b>	\$0.00
			<b>Total</b>	\$4,899.00

AGENDA ITEM 10G

**CITY OF GUSTAVUS, ALASKA  
RESOLUTION No. 2010-12**

**RESOLUTION TO FORM A CITY OF GUSTAVUS, ALASKA SPECIAL COMMITTEE TO ADDRESS THE ISSUE OF MOTORIZED ACCESS TO THE GUSTAVUS BEACH AREA BETWEEN THE SALMON RIVER ON THE WEST AND THE DONNA DEBOER PROPERTY ON THE EAST (THE WESTERN BOUNDARY OF THE DONNA DEBOER PROPERTY IS APPROXIMATELY SEVEN HUNDRED FEET EAST OF THE GUSTAVUS DOCK)**

**WHEREAS**, the Gustavus beach area is an important recreational area for residents and visitors alike; and,

**WHEREAS**, significant damage has been caused on the Gustavus beach area due to the use of motorized vehicles; and,

**WHEREAS**, the coming of Alaska Marine Highway ferry service to Gustavus will potentially cause an increase in motorized use of; and,

**WHEREAS**, many residents of Gustavus have expressed concern over the continued unrestricted motorized use of the Gustavus beach;

**WHEREAS**, the special committee may be comprised of up to 8 members;

**NOW THEREFORE BE IT RESOLVED**, that a special committee known as the Gustavus Beach Committee shall be formed to address the issue of motorized access to the Gustavus beach area between the Salmon River on the west and the Donna DeBoer property on the east. This Gustavus Beach Committee shall remain in existence until the said Committee’s membership or the Gustavus, Alaska City Council determines that the Gustavus Beach Committee’s goal has been met or that the continued existence of said Committee is no longer productive.

PASSED and APPROVED BY THE Gustavus City Council this 8<sup>th</sup> day of April, 2010.

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

\_\_\_\_\_  
John Nixon, Vice Mayor

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

\_\_\_\_\_  
Tim Sunday, Council Member

\_\_\_\_\_  
Melanie Lesh, Council Member

\_\_\_\_\_  
Allison Banks, Council Member

\_\_\_\_\_  
Jim Mackovjak, Council Member

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

# AGENDA ITEM 10J

Power Plant Facility Lease  
between  
City of Gustavus  
and  
Gustavus Electric, Inc.  
doing business as Gustavus Electric Company

## AMENDMENT NO. 1

A power plant facility lease was entered into by and between the City of Gustavus, as Lessor, and Gustavus Electric, Inc. doing business as Gustavus Electric Company, as Lessee. The Lease was recorded in the Juneau Recording District, First Judicial District, State of Alaska, on May 5, 2009, as document 2009-003065-0. This amendment is made pursuant to paragraph number 18 of the above Lease. The purpose of the amendment is to make a correction in the cover page of the lease and to add an additional map to show the surveyed location of the parcel.

The parties agree that the cover page entry naming the Lessee should read: Gustavus Electric, Inc. doing business as Gustavus Electric Company. The parties also agree that the attached Exhibit A-1 should be added to the lease to show the surveyed location of the site.

Revised Exhibit A-1 is attached hereto.

The parties further agree that:

1. All other provisions of the aforementioned Lease remain in full force and effect.
2. This amendment sets forth all terms, conditions and agreements of the parties and supersedes any previous understanding or agreements regarding the provisions contained in this amendment whether oral or written. No modification of this amendment or the aforementioned Lease is effective unless in writing and by both parties.
3. The effective date of the amendment will be the date that this amendment has been signed by both parties.

# AGENDA ITEM 10J

BY SIGNING THIS LEASE Amendment, the Lessor and the Lessee, agree to be bound by its provisions as set out above.

Gustavus Electric Company.  
Facility Lessee

DATED: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

City of Gustavus  
Facility Lessor

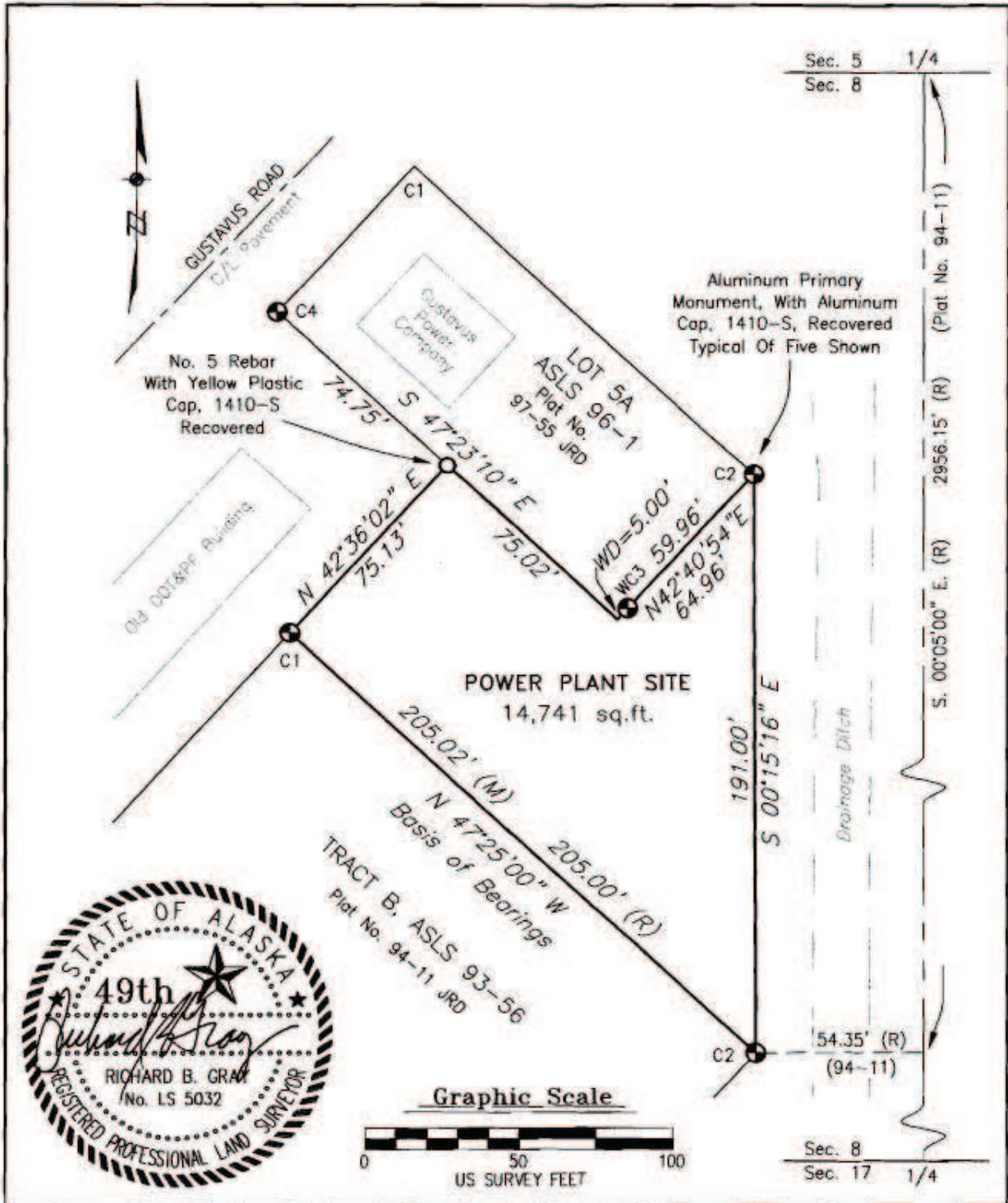
DATED: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



# AGENDA ITEM 10J



TITLE: EXHIBIT A-1	
Portion of Section 8, T. 40 S., R. 59 E., CRM	
PROJECT: GUSTAVUS POWER SYSTEM UPGRADE	
SCALE: 1" = 50'	DRAWN BY: emg
SHEET: 1 OF 1	DATE: 6/08/07
PREPARED BY: Manley Land Surveyors, Inc. PO Box 88, Manley Hot Springs, Alaska 99756	

State of Alaska  
Department of Community and Economic Development  
AIDEA/AEA  
Rural Energy Group

813 West Northern Lights Blvd.  
Anchorage, Alaska 99503

**CITY OF GUSTAVUS, ALASKA  
RESOLUTION 2010-13**

**A RESOLUTION OF THE CITY OF GUSTAVUS SETTING RATES AND FEES  
FOR USE OF FACILITIES AT THE SALMON RIVER BOAT LAUNCH AND  
REPEALING RESOLUTION 2009-25**

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

**NOW THEREFORE, BE IT RESOLVED** by the City Council that Resolution 2009-25 is hereby repealed; and

**NOW THEREFORE, BE IT FURTHER 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.

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

\_\_\_\_\_  
John Nixon, Vice Mayor

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

\_\_\_\_\_  
Tim Sunday, Council Member

\_\_\_\_\_  
Melanie Lesh, Council Member

\_\_\_\_\_  
Allison Banks, Council Member

\_\_\_\_\_  
Jim Mackovjak, Council Member

\_\_\_\_\_  
Attest: Kapryce Manchester, CMC  
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.

Single use fees for the Salmon River Boat Launch are \$5.00

**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 \$100.00 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 per use rate for use of either the ramp barge ramp or the landing craft ramp.

A rate of \$200.00 per landing for landing craft vessels and \$600 per landing for barge vessels 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*)

## AGENDA ITEM 10K

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 2010-13.