



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

COUNCIL PACKET
SEPTEMBER 9, 2010 GENERAL MEETING



CITY COUNCIL MEETING AGENDA
GENERAL MEETING
SEPTEMBER 9, 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

Karen Taylor

Council Member

karen.taylor@gustavus-ak.gov

Appointed Term Expires 2010

Seat Term 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

COUNCIL MEETINGS:

Work Sessions:

1st & 3rd Thursdays

General Meeting:

2nd Thursday

1. Call to Order
2. Roll Call
3. Approval of Minutes
 - A. August 12th, 2010 General Meeting Minutes
 - B. August 12th, 2010 Special Meeting Minutes
4. Mayor's Request for Agenda Changes
5. Committee Reports
 - A. Gustavus Community Network (GCN)
 - B. Marine Facilities
 - C. Finance
6. Public Comment on non-Agenda Items
7. Consent Agenda
 - A. Resolution 2010-23 A Resolution by the City of Gustavus in Support of the Lands Committee's Request to By-pass the Competitive Bid Process
 - B. Resolution 2010-24 A Resolution of the City of Gustavus Providing Instruction To the Alaska Energy Authority (AEA) to Dispose, By Public Bid Sale, Four (4) Three Thousand (3,000) Gallon Fuel Storage Tanks Originally Included In the Gustavus Bulk Fuel Storage Upgrade Project
 - C. Publish RFQ RM-FY11-03SP Snow Plowing
 - D. Approval of Election Judges and Election Clerks
 - E. Appointment of Mark Berry to GVFD Committee
8. Ordinance for Public Hearing
 - A. FY11-03NCO An Ordinance for the City of Gustavus Providing for the Amendment of the Administration Budget for Fiscal Year 2011 – Election Pamphlets
 - B. FY11-04NCO An Ordinance for the City of Gustavus Providing for the Amendment of the GCN Budget for Fiscal Year 2011 – Communications Tower
9. Unfinished business
10. New Business
 - A. Authorize Mayor to Sign a Sole Source Contract LC-FY11-01 up to the Amount of \$5,000 with Templin Land Surveying for the Subdividing of Tract B, Salmon River Boat Harbor
 - B. Authorize the Mayor to Sign the City of Gustavus - Gustavus Electric Company Land Lease Agreement
 - C. Approve Pay Increase for City Clerk
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



**CITY COUNCIL MEETING AGENDA
GENERAL MEETING
SEPTEMBER 9, 2010
7:00PM @ CITY HALL**

Paul Berry

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mayor@gustavus-ak.gov

Term Expires 2010

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Term Expires 2011

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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

COUNCIL MEETINGS:

Work Sessions:

1st & 3rd Thursdays

General Meeting:

2nd Thursday

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

**City Council General Meeting
August 12, 2010**

1. Call to Order: A General Meeting of the Gustavus City Council was held on August 12, 2010 at 7:00PM.

Mayor Berry called the meeting to order at 7:00PM.

2. Roll Call:

Comprising a quorum of the Council the following were present:

Mayor Berry
Vice Mayor Nixon
Council Member Lassiter
Council Member Lesh
Council Member Mackovjak
Council Member Sunday
Council Member Taylor

3. Approval of Minutes

- A.** Minutes of the July 8, 2010 General Meeting were approved by unanimous consent.

4. Mayor's Request For Agenda Changes:

Removal of New Business Item 10A from the agenda.

5. Committee Reports:

- A.** GVFD Committee report given by Mike Taylor.
B. Lands Committee report given by Melanie Lesh.
C. Dude Creek Committee report given by Morgan DeBoer.
D. GVA report given by Melanie Lesh.

6. Public Comment On Non-Agenda Items:

1. Lou Cacioppo

7. Consent Agenda:

- A.** Resolution 2010-21 A Resolution of the City of Gustavus Creating a Special Committee to Develop an Action plan for Septage Processing.

Mayor's recommendation: That Resolution 2010-21 be adopted with the Consent Agenda.

- ~~**B.** Resolution 2010-22 A Resolution to Establish a City Council Working Group to Help Design and Monitor the Expansion of and Structural and Other Improvements to the Gustavus City Hall, Some of Which Will Occur in Conjunction With Related Improvements to Tong Fire Hall.~~

~~**Mayor's recommendation:** That Resolution 2010-22 be adopted with the Consent Agenda.~~

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City Council Minutes
City of Gustavus, Alaska

C. Ordinance for Publication: FY11-03NCO An Ordinance for the City of Gustavus Providing for the Amendment of the Administration Budget for Fiscal Year 2011 – Election Pamphlets.

Mayor's recommendation: That Ordinance FY11-03NCO be published with the Consent Agenda.

~~D. Ordinance for Publication: FY11-04NCO An Ordinance for the City of Gustavus Providing for the Amendment of the GCN Budget for Fiscal Year 2011 – Communications Tower.~~

~~**Mayor's recommendation:** That Ordinance FY11-04NCO be published with the Consent Agenda.~~

E. Financial Assistance Award – Fish and Wildlife Service for Good River Road Fish Passage Improvements – Survey and Design.

Mayor's recommendation: That the Council authorizes the Mayor to sign the "Mountain View Creek Fish Passage Improvements – Survey and Design" Financial Assistance Award with the Consent Agenda.

F. Appointment of Joe Lassiter to the City Hall & Fire Hall Work Group.

Mayor's recommendation: That Joe Lassiter be appointed to the City Hall & Fire Hall Work Group with the Consent Agenda.

G. Appointment of Melanie Lesh to the City Hall & Fire Hall Work Group.

Mayor's recommendation: That Melanie Lesh be appointed to the City Hall & Fire Hall Work Group with the Consent Agenda.

H. Appointment of Jim Mackovjak to the City Hall & Fire Hall Work Group.

Mayor's recommendation: That Jim Mackovjak be appointed to the City Hall & Fire Hall Work Group with the Consent Agenda.

I. Appointment of Lou Cacioppo to GVFD Committee.

Mayor's recommendation: That Lou Cacioppo be appointed to the Gustavus Volunteer Fire Department Committee with the Consent Agenda.

J. Appointment of Ed Bond to Roads Committee.

Mayor's recommendation: That Ed Bond be appointed to the Roads Committee with the Consent Agenda.

K. Appointment of Aimee Youmans to Roads Committee.

Mayor's recommendation: That Aimee Youmans be appointed to the Roads Committee with the Consent Agenda.

L. Appointment of Kim Ney to GCN Committee.

Mayor's recommendation: That Kim Ney be appointed to the Gustavus Community Network Committee with the Consent Agenda.

M. Confirmation of Diane Klawunder as chair of the GCN Committee.

Mayor's recommendation: That Diane Klawunder be confirmed as Chair of the Gustavus Community Network Committee with the Consent Agenda.

N. Appointment of Mike Taylor to the Septage Committee.

Mayor's recommendation: That Mike Taylor be appointed to the Septage Committee with the Consent Agenda.

O. Appointment of Sandi Marchbanks to the Lands Committee.

Mayor's recommendation: That Sandi Marchbanks be appointed to the Lands Committee with the Consent Agenda.

P. Appointment of Ken Klawunder to the Lands Committee.

Mayor's recommendation: That Ken Klawunder be appointed to the Lands Committee with the Consent Agenda.

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(Clerk's Note: Consent Agenda Items 7B and 7D were requested to be removed. They are now New Business Items 10B & 10C.)

Motion:	Council Member Lesh moved the Council approve and adopt the consent agenda items 7 A-P excepting B & D.
Seconded by:	Council Member Lassiter

ROLL CALL VOTE ON MOTION: Yes: Berry, Lassiter, Lesh, Mackovjak, Nixon, Sunday, Taylor No: None Motion Passes 7/0
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8. Ordinances for Public Hearing:

- A.** FY11-01NCO An Ordinance of the City of Gustavus Placing a Ballot Question on the October 5th, 2010 General Election Ballot to Approve the Expenditure of Endowment Fund Principal up to \$150,000 to be Used to Build a Community-Wide Broadband Network, to be Repaid From Internet Service Fees Over Eight Years Time With Interest.

Public Hearing:

1. Nate Borson
2. Kim Ney

Motion:	Council Member Lassiter moved the City Council adopt FY11-01NCO.
Seconded by:	Council Member Mackovjak

Council discussion followed.

ROLL CALL VOTE ON MOTION: Yes: Berry, Lassiter, Lesh, Mackovjak, Nixon, Sunday, Taylor No: None Motion Passes 7/0
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- B.** FY11-02 An Ordinance of the City of Gustavus Amending Section 04.15.030 "Imposition of Sales Tax" Increasing the City's Sales Tax From Two Percent (2%) to Three Percent (3%).

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City Council Minutes
City of Gustavus, Alaska

Public Hearing:

1. Diane Klawunder

Motion:	Council Member Lesh moved that the Council accept Ordinance FY11-02.
Seconded by:	Council Member Mackovjak

Council discussion followed.

ROLL CALL VOTE ON MOTION: Yes: Berry, Lesh, Mackovjak, Nixon, Taylor No: Lassiter, Sunday Motion Passes 5/2
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9. Unfinished Business: None

10. New Business:

- ~~A. RFP for Publication – Short title: Subdividing Tract B Salmon River Boat Harbor~~

(Clerk's Note: New Business Item 10A – RFP for Publication Subdividing Tract B Salmon River Boat Harbor was removed from the agenda during Mayor's Request for Agenda changes.)

- A.** Authorize GCN to Spend More Than \$2,000 in Contractual Services for Costs Associated with Project Engineer Supervising the Gustavus Communications Tower Project.

Public Comment: None

Motion:	Council Member Mackovjak moved that the Gustavus City Council authorize GCN to spend more than \$2000 in Contractual Services for costs associated with Project Engineer supervising the Gustavus Communications Tower Project.
Seconded by:	Council Member Lesh

CONFLICT OF INTEREST: Vice Mayor Nixon declared a conflict of interest due to the fact that he plans on bidding the electrical work on this tower.

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City Council Minutes
City of Gustavus, Alaska

RULING: Mayor Berry ruled he has a conflict and will not vote or discuss unless asked a question.

Council discussion followed.

ROLL CALL VOTE ON MOTION:

Yes: Berry, Lassiter, Lesh, Mackovjak, Sunday, Taylor

No: None

Recused: Nixon

Motion Passes 6/0 with 1 recused

- B.** Ordinance for Publication: FY11-04NCO An Ordinance for the City of Gustavus Providing for the Amendment of the GCN Budget for Fiscal Year 2011 – Communications Tower.

Public Comment:

1. Diane Klawunder

Motion:	Council Member Mackovjak moved that the City Council adopt FY11-04NCO.
Seconded by:	Council Member Mackovjak

CONFLICT OF INTEREST: Council Member Lesh declared a conflict of interest due to the fact that she has close friends who are in the position to bid on this project. They are not family members and there are no personal business interests.

RULING: Mayor Berry ruled that Council Member Lesh will be allowed to vote on the ordinance for publication.

CONFLICT OF INTEREST: Vice Mayor Nixon declared a conflict of interest due to the fact that he could be bidding on the project.

NOT YET APPROVED
City Council Minutes
City of Gustavus, Alaska

RULING: Mayor Berry ruled that Vice Mayor Nixon should not vote and not discuss unless asked a question.

ROLL CALL VOTE ON MOTION:

Yes: Berry, Lassiter, Lesh, Mackovjak, Sunday, Taylor

No: None

Recused: Nixon

Motion Passes 6/0 with 1 recused

- C.** Resolution 2010-22 A Resolution to Establish a City Council Working Group to Help Design and Monitor the Expansion of and Structural and Other Improvements to the Gustavus City Hall, Some of Which Will Occur in Conjunction With Related Improvements to Tong Fire Hall.

Public Comment: None

Motion: Council Member Lassiter moved that the City of Gustavus adopt Resolution 2010-22.
 Seconded by: Council Member Taylor

Council discussion followed.

ROLL CALL VOTE ON MOTION:

Yes: Berry, Lassiter, Lesh, Mackovjak, Nixon, Sunday, Taylor

No: None

Motion Passes 7/0

11. Staff Reports: None

12. City Council Reports

A. Mayor's Report

- Mayor is now the City's lead person on the Tank Farm Project.
- August 19th Work Session - VPSO

B. City Clerk's Report:

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City Council Minutes
City of Gustavus, Alaska**

- Special Work Sessions on Wednesdays at 10:30AM for teleconferences with AEA on the Tank Farm.
- Teleconference for AMHS summer schedule Thursday 10:00AM at City Hall.

13. City Council Questions & Comments

- Council Member Sunday gave comments on the Harbor
- Council Member Lesh gave comments on the Fish Box Tax numbers
- Council Member Lassister gave comments on the Tank Farm and AEA.

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 8:37PM.

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

**City Council Special Meeting
August 12, 2010**

1. Call to Order: A Special Meeting of the Gustavus City Council was held on August 12, 2010 at 8:00PM.
Mayor Berry called the meeting to order at 8:45PM.

2. Roll Call:

Comprising a quorum of the Council the following were present:

Mayor Berry
Vice Mayor Nixon
Council Member Lassiter
Council Member Lesh
Council Member Mackovjak
Council Member Sunday
Council Member Taylor

3. Approval of Minutes: None

5. Committee Reports: None

6. Public Comment On Non-Agenda Items: None

7. Consent Agenda: None

8. Ordinances for Public Hearing: None

9. Unfinished Business: None

10. New Business:

A. Conflict of Interest

Motion:	Council Member Lassiter moved we have a discussion on conflict of interest.
Seconded by:	Council Member Taylor

ROLL CALL VOTE ON MOTION:

Yes: Berry, Lassiter, Lesh, Mackovjak, Nixon, Sunday, Taylor
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No: None

Motion Passes 7/0

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

11. Staff Reports: None

12. City Council Reports

A. Mayor's Report: None

B. City Clerk's Report: None

13. City Council Questions & Comments: None

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 9:52PM.

**Mayor's Report and Recommendations for Items on the September 9th, 2010
Consent Agenda**

**A. Resolution 2010-23 A Resolution by the City of Gustavus in Support
of the Lands Committee's Request to By-pass the Competitive Bid
Process**

Description: Resolution 2010-23 provides the City with a mechanism for sole-sourcing a contract for completing the surveying process for the municipal entitlement properties in the Salmon River Boat Harbor area. The surveying work is to be completed by Templin Land Surveyors, the same business that did the initial municipal entitlement survey.

Mayor's recommendation: That Resolution 2010-23 be adopted with the Consent Agenda.

**B. Resolution 2010-24 A Resolution of the City of Gustavus Providing
Instruction To the Alaska Energy Authority (AEA) to Dispose, By
Public Bid Sale, Of Four (4) Three Thousand (3,000) Gallon Fuel
Storage Tanks Originally Included In the Gustavus Bulk Fuel Storage
Upgrade Project**

Description: Resolution 2010-24 Provides instruction to the Alaska Energy Authority (AEA) to conduct a public bid sale for each of the four 3,000 gallon fuel storage tanks presently sitting at the Small Boat Harbor. Sale proceeds are to be returned to the Gustavus Bulk Fuel Storage Upgrade Project.

Mayor's recommendation: That Resolution 2010-24 be adopted with the Consent Agenda.

C. Publish RFQ RM-FY11-03SP Snow Plowing Contract

Description: Annual snow plowing contract. The contract is going out to bid on September 10th, 2010 and the bid opening on September 28th, 2010 9 AM.

Mayor's recommendation: That contract RFQ RM-FY11-03SP be published with the Consent Agenda.

D. Approval of Election Judges and Election Clerks

Description and Mayor's recommendation: That the Council approves the three individuals listed as the Election Judges and the three individuals listed as the Election Clerks with the Consent Agenda.

E. Appointment of Mark Berry to GVFD Committee

Description and Mayor's recommendation: That Mark Berry be appointed to the Gustavus Volunteer Fire Department Committee with the Consent Agenda.

CITY OF GUSTAVUS, ALASKA**RESOLUTION NO. 2010-23****A RESOLUTION BY THE CITY OF GUSTAVUS IN SUPPORT OF THE LANDS COMMITTEE'S REQUEST TO BY-PASS THE COMPETITIVE BID PROCESS**

WHEREAS, The City Council passed Resolution 2007-02 stating "...Be it further resolved that the City of Gustavus will work with DNR to expedite management authority of these lands to the city and to provide final transfer of ownership as soon as practical, and

WHEREAS, City of Gustavus Ordinance 4.16.030 (b) Competitive Bidding allows for by-pass of competitive bids by City Council resolutions, and

WHEREAS, the surveyor Craig Templin has surveyed lands to be acquired by the City under the Municipal Entitlement, both ASLS 2005-50 and ASLS 2007-27 and is therefore familiar with these properties, and

WHEREAS, the ASLS 2007-27 survey instructions and contract with the surveyor Craig Templin included much of the survey and monument work which will be required by DNR in completion of ASLS 2007-32, and

WHEREAS, Craig Templin is the most knowledgeable surveyor of existing metes & bounds, monuments, the location of such, and

WHEREAS, the present survey instruction ASLS 2007-32 shall substantially conform to the Final Finding and Decision approved April 23, 2007, for ASLS 2007-27, and

WHEREAS, all prior evaluations of Craig Templin as a surveyor, his promptness, accuracy and efficiency have been excellent, and

WHEREAS, the proposed cost for completion of this survey is \$5,000.00 (Five Thousand Dollars).

NOW THEREFORE BE IT RESOLVED, the Gustavus City Council supports the Lands Committee request to bypass the competitive bid process and to contract Craig Templin to complete the survey of these properties, Survey Instructions ASLS-2007-32.

PASSED and APPROVED by the Gustavus City Council this _____ day of September, 2010.

Paul Berry, Mayor

John Nixon, Vice Mayor

Joe Lassiter, Council Member

Melanie Lash, Council Member

Tim Sunday, Council Member

Karen Collagen-Taylor, Council Member

Jim Mackovjak, Council Member

Attest: Kapryce Manchester, CMC
City Clerk

**CITY OF GUSTAVUS, ALASKA
RESOLUTION NO. 2010-24**

A RESOLUTION OF THE CITY OF GUSTAVUS PROVIDING INSTRUCTION TO THE ALASKA ENERGY AUTHORITY (AEA) TO DISPOSE, BY PUBLIC BID SALE, OF FOUR (4) THREE - THOUSAND (3,000) GALLON FUEL STORAGE TANKS ORIGINALLY INCLUDED IN THE GUSTAVUS BULK FUEL STORAGE UPGRADE PROJECT

WHEREAS the City of Gustavus has entered into a grant agreement with the AEA for a new Bulk Fuel Storage Facility; and

WHEREAS part of the grant agreement with AEA included three (3) three thousand (3,000) gallon fuel storage tanks that were to be used to replace existing fuel storage tanks at the Gustavus Dray; and

WHEREAS the Gustavus City Council has determined that it is not in the City's best interest to provide publicly funded fuel storage tanks used on the premises of a private business and for the benefit of a private business.

WHEREAS the Gustavus City Council asks that the proceeds from the sale of the fuel storage tanks be returned to the Gustavus Bulk Fuel Upgrade project, for use in the completion of the project.

NOW THEREFORE BE IT RESOLVED THAT the Gustavus City Council requests that AEA conduct a public bid sale for each of the four 3,000 gallon storage tanks presently located at the Gustavus Small Boat Harbor Long Term Storage lot. The sale price of these tanks shall not include transport and the purchaser is responsible for the timely removal of the storage tanks. The Council requests that AEA make every effort to allow local businesses or individuals to bid on the storage tanks. The Council requests that the Proceeds from the sale of the storage tanks be returned to the Gustavus Bulk Fuel Storage Upgrade Project.

PASSED AND APPROVED by the Gustavus City Council, this _____ day of _____, 2010.

Paul Berry, Mayor

John Nixon, Vice Mayor

Joe Lassiter, Council Member

Tim Sunday, Council Member

Melanie Lesh, Council Member

Karen Colligan-Taylor, Council Member

Jim Mackovjak, Council Member

Attest: Kapryce Manchester, CMC
City Clerk

October 5, 2010 General Election

Election Judges:

Liz Vanderzanden – Chair

Sandi Marchbanks

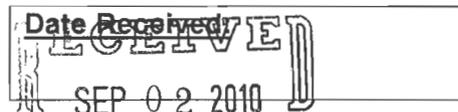
Greg Streveler

Election Judge Clerks:

Joan Scott

Rita Wilson

Lacie Lester



BY:.....

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

Board/Committee Name: GUFED Position: MEMBERName: BERRY, MARK F
Last First MIResidence Address: #1 BERRY CREEKMailing Address: P.O. Box 105Home Phone: 907 697 2703E-Mail Address: alaskaberry@yahoo.comCan you regularly attend meetings? YES NO

(Committee and Board by-laws may have attendance requirements)

Are you currently affiliated with the City in any way? (For example emergency responder, employee)

 YES NOIf yes, please list positions: MEMBER GUFEDHave you been a member of this board/committee before? YESReason for interest in committee/board membership: TO HELP REPRESENTFIRE DEPARTMENT & COMMUNITYBrief background of experience that would qualify you for the position: Past experienceON GUSTAVUS FIRE DEPT BOARDMARK BERRY
SignatureMARK BERRY
Printed Name9/2/2010
Date

**CITY OF GUSTAVUS, ALASKA
ORDINANCE FY11-03NCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE
AMENDMENT OF THE ADMINISTRATION BUDGET FOR FISCAL
YEAR 2011**

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 2011 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			
Election expense	\$ 0.00	\$ 500.00	+\$ 500.00
Postage & Shipping	\$2,000.00	\$1,750.00	-\$ 250.00
Supplies – Office	\$3,500.00	\$3,250.00	-\$ 250.00

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: August 12th, 2010

DATE OF PUBLIC HEARING: September 9th, 2010

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

Paul Berry, Mayor

Attest: Kapryce Manchester, CMC
City Clerk

**CITY OF GUSTAVUS, ALASKA
ORDINANCE FY11-04NCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE
AMENDMENT OF THE GCN BUDGET FOR FISCAL YEAR 2011**

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 2011 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			
Encumbered Committee Funds			
	\$ 0.00	\$ 9,000.00	+\$9,000.00
TOTAL INCOME	\$50,654.00	\$59,654.00	+\$9,000.00
 EXPENSE			
Capital Expense – Tower Construction			
	\$15,000.00	\$20,000.00	+\$5,000.00
Contractual Services	\$ 4,578.00	\$ 8,578.00	+\$4,000.00
TOTAL EXPENSE	\$50,654.00	\$59,654.00	+\$9,000.00

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: August 12th, 2010

DATE OF PUBLIC HEARING: September 9th, 2010

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

Paul Berry, Mayor

Attest: Kapryce Manchester, CMC
City Clerk

City of Gustavus
Contract # LC – 11-01

PROFESSIONAL SERVICES CONTRACT
Gustavus Municipal Entitlement Lands Survey
Contract No. LC – 11-01

This Agreement is entered into by and between the City of Gustavus, Alaska ("City"), and **Mr. Craig Templin of Templin Land Surveying – P.O. Box 1078, Ward Cove, Alaska 99928-1078 ("Surveyor")**

Witnesseth:

Whereas, the City desires to engage the Surveyor for the purpose of rendering certain professional services, and

Whereas, the Surveyor represents that it is in all respects licensed and qualified to perform such services;

Now, Therefore, the parties agree as follows:

1. CONTRACTUAL RELATIONSHIP. The parties intend that an independent Surveyor/City relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Surveyor. Surveyor is not considered to be an agent or employee of City for any purpose, and the employees of Surveyor are not entitled to any benefits that City provides for City's employees. It is understood that the City does not agree to use the Surveyor exclusively. It is further understood that the Surveyor is free to contract for similar services to be performed for others while it is under contract with the City.

2. SCOPE OF SERVICE. The Surveyor shall carry out in a professional and prudent manner all of the services required by this Contract. These services include all of the services described in Appendix A. Surveyor will diligently proceed with the Scope of Services, and will provide such services in a timely manner.

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

- (A) Except as noted in Appendix A, the Surveyor represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract and pursuant to all applicable laws under AS 36.
- (B) All of the services required hereunder will be performed by the Surveyor or under its supervision.
- (C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the City.
- (D) Surveyor warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.

City of Gustavus
Contract # LC – 11-01

4. TIME OF PERFORMANCE. The services of the Surveyor are to commence as soon as practicable after the execution of the Contract and issuance of Notice to Proceed, and shall be completed no later than the time specified in Appendix A.

5. REPORTING. Except as authorized within Appendix A, the City's primary representative for this Contract shall be **Land Committee Chair, Melanie Lesh** or **Paul Berry, Mayor of Gustavus**. The City shall be an alternate representative. The City shall not be liable for Surveyor's expenses incurred in reliance on directions received from any other municipal officer or employee. The Surveyor's representative shall be **Mr. Craig Templin of Templin Land Surveying**. Reliance by the City on representations by any other person shall be at the City's own risk.

6. COMPENSATION. The City agrees to pay the Surveyor according to the schedule attached as Appendix B.

7. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, except causes beyond the control of the Surveyor, the Surveyor shall fail to fulfill in a timely and proper manner its obligations under this Contract; or if the Surveyor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Surveyor of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Surveyor under this Contract shall, at the option of the City, become its property, and the Surveyor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount.

8. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Contract at any time by giving written notice to the Surveyor of such termination and specifying the effective date thereof, at least thirty days before the effective day of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City become its property, and the Surveyor will be paid an amount not to exceed the sum set forth in Appendix B for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

9. CONTRACT AGREEMENT. All parties mutually agreed to the terms of this Contract. The Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

10. CHANGES. The City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Surveyor's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.

11. EQUAL EMPLOYMENT OPPORTUNITY. The Surveyor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

City of Gustavus
Contract # LC – 11-01

12. CONFLICTS OF INTEREST. Surveyor agrees that no employee of the City who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Contract. If the Surveyor learns of any such interest, the Surveyor shall without delay inform the City Attorney or one of the officers specified in Paragraph 5.

13. ETHICS. Surveyor shall discharge its duties fairly, impartially and maintain a standard of conduct that competently serves the City and the interests of the City. Surveyor shall at all times exercise unbiased judgement when performing its duties under this contract.

14. PUBLIC RELATIONS. Surveyor shall issue press releases, respond to press inquiries, make public speeches, appear on broadcast media or otherwise engage in public relations regarding the project only with the specific approval of the Mayor or Land Committee Chair.

15. ELECTED OFFICIALS. The Surveyor shall respond to project-related inquiries from elected officials by providing impartial, factual information, but shall not initiate contact or attempt to persuade an elected official to agree with any viewpoint or to take any official action. The Surveyor will promptly notify the Mayor or the Land Committee Chair of any request by an elected official for project-related information.

16. ASSIGNABILITY. The Surveyor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City; however, claims for money due or to become due to the Surveyor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. FINDINGS CONFIDENTIAL. Any information given to or prepared by the Surveyor under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Surveyor without the prior written approval of the City.

18. IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the City.

19. PUBLICATION, REPRODUCTION, AND USE OF MATERIALS. No services, information, computer program elements, reports or other deliverables which may have a potential patent or copyright value produced in whole or in part under this Contract shall be subject to copyright in the United States or any other country.

If a copyright applies by law to the work produced under this Contract, that copyright will either be signed over to the City or the City will be given unrestricted license to the copyright. The City shall have unrestricted license to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. If this Contract includes architectural and/or engineering design services, any use of the design features or details produced under this Contract on other City facilities will be at the City's risk.

City of Gustavus
Contract # LC – 11-01

20. RECORDS. During performance and after termination of this Contract, each party shall make available to the other party for inspection and copying, all records, whether external or internal, having any relevance to this Contract.

21. INSURANCE REQUIREMENTS. The Surveyor has secured and shall maintain insurance for the risks and in the amounts specified in Appendix C. The Surveyor and its insurance carrier waive subrogation against the City.

22. INDEMNIFICATION AGREEMENT. Surveyor agrees to defend, indemnify, and hold harmless City, its employees, volunteers, Surveyors and insurers with respect to any action, claim or lawsuit arising out of the Surveyor's performance of this contract but only to the extent such action, claim or lawsuit is caused or alleged to have been caused by Surveyor's negligence. This agreement to indemnify and hold harmless is expressly subject to the foregoing limitation as to the amount of fees and as to any damages resulting from settlement, judgment or verdict including the award of attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of Surveyor are contingent upon reasonable notice by the City to the Surveyor of such action, claim or lawsuit. City agrees to provide Surveyor written notice of any action, claim or lawsuit in a timely manner. The parties agree to seek to maintain or obtain venue in Alaska and will not agree or advocate for venue outside Alaska without the other party's written consent.

23. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

24. SUCCESSORS. This Contract shall be binding upon the successors and assigns of the parties.

25. PRECEDENCE OF DOCUMENTS. In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be this document, Appendix A, Appendix B and Appendix C.

In Witness Whereof the parties have affixed their signatures the date first above set out:

City of Gustavus

Mr. Paul Berry - Mayor **Date**

Surveyor

Mr. Craig Templin – Surveyor **Date**

Approved as to content

Land Committee Chair – Melanie Lesh **Date**

Funding Available

Kapryce Manchester, City Clerk **Date**

City of Gustavus
Contract # LC – 11-01

APPENDIX A: SCOPE OF SERVICES
Gustavus Municipal Entitlement Lands Survey
Contract No. LC-08-01

The Surveyor shall provide all necessary professional surveying services for the surveying, monumentation, and platting of approximately 18 +/- acres of land within the City of Gustavus. **Enclosed are Survey Instructions for ASLS 2007-32 / ADL107532 pursuant to the proposed conveyance of land to the City of Gustavus in fulfillment of its Municipal Entitlement.** The surveyor shall provide surveying and other services necessary for the City of Gustavus' application for conveyance of this land from the State of Alaska.

The survey shall be completed in accordance with the Alaska Department of Natural Resources (ADNR) survey instruction for the several parcels of land.

PERSONNEL: The Surveyor's primary personnel for this work will be:

CONTRACT TIME:

Surveyor field work services shall be complete **by October 15th, 2010.**

The Surveyor shall submit review plats to DNR and a report to the city **by November 15th, 2010.**

The surveyor shall submit final plats for recording within 40 calendar days of receipt of ADNR's review comments.

City of Gustavus
Contract # LC – 11-01

**APPENDIX B: COMPENSATION
Gustavus Municipal Entitlement Lands Survey
Contract No. LC-08-01**

Progressive Payment Schedule

The City of Gustavus wishes to use a progressive payment schedule as follows;

The City will pay the surveyor upon request for work completed after each of three (3) benchmarks.

Payment #1 - \$1,560.00 will be paid once the field work is complete.

Payment #2- \$1,560.00 will be paid once review plats are submitted to ADNR.

Payment #3- \$1,570.00 will be paid after final plats are accepted by ADNR.

Total amount of this Contract Award is \$4,690.00

The City Request a copy of Review Plats is sent to the City when they are submitted to ADNR.

City of Gustavus
Contract # LC – 11-01

APPENDIX C: INSURANCE REQUIREMENTS
Gustavus Municipal Entitlement Lands Survey
Contract No. LC-11-01

The Surveyor must provide certification of proper insurance coverage or binder to the City of Gustavus. The City must be named as an additional insured as respects their interest in this project, except for Professional Liability Insurance and Workers Compensation Insurance. Proof of the following insurance is required before award:

Commercial General Liability Insurance. The Surveyor must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Surveyor. This amount must be at least (\$1,000,000.00)

Professional Liability Insurance. The Surveyor must maintain Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per claim to protect the Surveyor from any claims or damages for any negligent act, error or omission of the Surveyor, the Surveyor's firm, employees, or subcontractors (which results in a financial loss to the city).

Workers Compensation Insurance. The Surveyor must maintain Workers Compensation Insurance to protect the Surveyor from any claims or damages for any personal injury or death which may arise from services performed under this contract. This requirement applies to the Surveyor's firm, the Surveyor's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Surveyor must notify the City as well as the State Division of Workers Compensation immediately when changes in the Surveyor's business operation affect the Surveyor's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury, and five hundred thousand dollars (\$500,000.00) policy limits.

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage.

Each policy shall be endorsed to waive all rights of subrogation against the City by reason of any payment made for claims under the above coverage, except Workers Compensation and Professional Liability.

**Gustavus Electric Company
Land Lease Agreement**

For siting the Gustavus Communications Facility in the
Falls Creek Hydroelectric Project Area

Parties:

This agreement is between the City of Gustavus, doing business as the Gustavus Community Network (henceforth “City”) whose address is PO Box 1, Gustavus, Alaska 99826 and the Gustavus Electric Company (henceforth “Gustavus Electric”) whose address is PO Box 102, Gustavus, Alaska 99826.

General Description:

Gustavus Electric agrees to allow the City to construct, own, and operate a multi-purpose communications facility (“facility”) in a specific location (“site”) within the Falls Creek Hydroelectric Project Area (“project area”) over which Gustavus Electric has management authority, subject to certain conditions.

The Facility:

Generally, the Gustavus Communications Facility consists of one communications tower less than 100 feet in height, one Conex no larger than 12' wide x 25' long x 9' high, as well as various equipment and cabling for power, grounding, and environmental control. These items are collectively known as the “facility.”

The Site:

The site on which the facility is to be built is located 4.7 miles east of Gustavus within the Falls Creek Hydroelectric Project area. Latitude and longitude of the site are approximately: 58.4373°N, -135.6078°W. This location is within a vehicle turnout along the west side of the hydroelectric plant access and maintenance road, approximately 350 feet south of the “Y” where the hydroelectric plant access road meets the access and maintenance road.

Specifically, the “site” is an area of 40 x 40 feet which has been marked by Gustavus Electric in the vehicle turnout area described above.

Term:

This agreement shall take effect upon its execution by the duly authorized representatives of each party and shall remain in force

- until Gustavus Electric or any successive owner loses management authority over the “site,” or
- until the City no longer owns the “facility,” or
- until both parties agree to terminate this agreement,

whichever comes first.

Conditions:

The City and Gustavus Electric mutually agree to the following terms and conditions:

1. In consideration of site use, road maintenance, and power provided by Gustavus Electric, the City shall provide a basic broadband Internet account to Gustavus Electric and one fixed IP address. There shall be no setup fee for the Internet service and the City shall waive the minimum monthly fee for the basic broadband account. The account shall include double the normal allowance of Internet use. Additional use shall be billed to Gustavus Electric at the prevailing rate. Gustavus Electric shall pay for necessary equipment and installation to access the service under the same terms and conditions as other Internet customers. It is agreed that one basic broadband account can be used from multiple locations simultaneously.
2. In further consideration for the privileges granted to the City under this agreement, the City may provide such space as is reasonably available and access to electrical power in the Conex for Gustavus Electric communications equipment at the facility upon request. Such space and power shall be for direct use by Gustavus Electric only, and not by a third party.
3. Gustavus Electric shall supply AC utility power to the City's equipment hut. Electric consumption shall be metered and billed at the prevailing rates. However, Gustavus Electric shall waive all charges up to \$40/month in partial consideration of the Internet access described above.
4. Gustavus Electric shall be responsible for maintenance of the access road in the project area.
5. Gustavus Electric shall allow the City reasonable vehicular access to the site for construction, maintenance, and operation of the facility.
6. The City shall notify Gustavus Electric before each and every vehicular access to the project area.
7. The City shall enter the project area with a vehicle only for the purpose of working on the facility, and shall minimize the number of entries to the maximum extent practical. Working on or at the facility shall not be used as a pretext for vehicular access to the project area for recreation or other purposes; vehicles used by the city must proceed directly to the site and exit the project area as soon as work on the site is done.
8. The City shall abide by Gustavus Electric operating plans for the project area, as amended from time to time.
9. The City may allow third parties to co-locate communications equipment at the facility, and may collect and retain fees for the co-location.

10. Third parties shall also have reasonable access to the facility subject to the same conditions that apply to the City. The City shall assure third-party compliance with said conditions, specifically including advance notification to Gustavus Electric before vehicular access.
11. Upon termination of this agreement, the City shall have at least 90 days to remove the facility from the site. If the City fails to remove the facility within 90 days after termination of this agreement, ownership of the facility shall revert to Gustavus Electric or, if Gustavus Electric has lost management authority of the site, to the site owner.
12. Gustavus Electric shall have access to any portion of the site not occupied by the facility. However, Gustavus Electric shall obtain prior permission from the City before entering on or into the facility.
13. Operations and maintenance of the site and the facility shall be the responsibility of the City for the term of this agreement.

Validity of Parts:

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

Witness the parties have signed the agreement on the date shown below:

For Gustavus Electric Company:

Signature

Date

Printed Name

Title

On this _____ day of _____, 2010 before me came

_____, known to me to be the persons whose signatures appear above, acknowledges the contents of the above document and authority to sign the same on behalf of Gustavus Electric Company.

Notary Public for Alaska

My Commission Expires:_____

For The City of Gustavus:

Signature

Date

Printed Name

Title

On this _____ day of _____, 2010 before me came

_____, known to me to be the persons whose signatures appear above, acknowledges the contents of the above document and authority to sign the same on behalf of City of Gustavus.

Notary Public for Alaska

My Commission Expires:_____

ENGINE LIST

HOSES

CROSS LAY- 200 FT. OF 1 3/4 WITH FOG NOZZLE

CROSS LAY- 200 FT. OF 1 3/4 WITH FOG NOZZLE

UPPER HOSE BED LAY- 250 FT. OF 1 3/4 WITH FOG NOZZLE

COMPARTMENT UNDER ENGINEERS HAS 50' 1 3/4 , 150' 1"

BACK BUMPER HAS 2-200' 1" LINES WITH FOG NOZZLES

UPPER HOSE BED HAS 2,000 FEET OF 3" HOSE

RADIOS

ONE BASE RADIO

ONE PORTABLE RADIO WITH SPARE BATTERY AND HEAD SET

LADDERS

14' ROOF

24' EXTENSION

HOSE TESTING

HOSE SIZE	DATE	I.D. #	PSI	DURATION	PASS OR FAIL
1 3/4	8/26/2010	1	250	:05	PASS
1 3/4	8/26/2010	2	250	:05	PASS
1 3/4	8/26/2010	3	250	:05	PASS
1 3/4	8/26/2010	4	250	:05	PASS
1 3/4	8/26/2010	5	250	:05	PASS
1 3/4	8/26/2010	6	250	:05	PASS
1 3/4	8/26/2010	7	250	:05	PASS
1 3/4	8/26/2010	8	250	:05	PASS
1 3/4	8/26/2010	9	250	:05	PASS
1 3/4	8/26/2010	10	250	:05	PASS
1 3/4	8/26/2010	11	250	:05	PASS
1 3/4	8/26/2010	12	250	:05	PASS
1 3/4	8/26/2010	13	250	:05	PASS
1 3/4	8/27/2010	14	250	:05	PASS
1 3/4	8/27/2010	15	250	:05	PASS
1 1/2	8/27/2010	1	250	:05	PASS
1 1/2	8/27/2010	2	250	:05	PASS
1 1/2	8/27/2010	3	250	:05	PASS
1 1/2	8/27/2010	4	250	:05	PASS
1 1/2	8/27/2010	5	250	:05	PASS
1 1/2	8/27/2010	6	250	:05	PASS
1 1/2	8/27/2010	7	250	:05	FAIL
1 1/2	8/27/2010	8	250	:05	PASS
1 1/2	8/27/2010	9	250	:05	PASS
1 1/2	8/27/2010	10	250	:05	FAIL
1 1/2	8/27/2010	11	250	:05	PASS
1 1/2	8/27/2010	12	250	:05	PASS
1 1/2	8/27/2010	13	250	:05	PASS
1 1/2	8/27/2010	14	250	:05	PASS
1 1/4	8/27/2010	1	250	:05	PASS
1 1/4	8/27/2010	2	250	:05	PASS
1	8/30/2010	1	250	:05	PASS
1	8/30/2010	2	250	:05	PASS
1	8/30/2010	3	250	:05	PASS
1	8/30/2010	4	250	:05	PASS
1	8/30/2010	5	250	:05	PASS
1	8/30/2010	6	250	:05	PASS
1	8/30/2010	7	250	:05	PASS
1	8/30/2010	8	250	:05	PASS
2 1/2	9/3/2010	1	250	:05	PASS
2 1/2	9/3/2010	2	250	:05	PASS
2 1/2	9/3/2010	3	250	:05	PASS
2 1/2	9/3/2010	4	250	:05	PASS
2 1/2	9/3/2010	5	250	:05	PASS
2 1/2	9/3/2010	6	250	:05	PASS
3	9/4/2010	1	250	:05	PASS
3	9/4/2010	2	250	:05	PASS
3	9/4/2010	3	250	:05	PASS
3	9/4/2010	4	250	:05	PASS
3	9/4/2010	5	250	:05	PASS
3	9/4/2010	6	250	:05	PASS

HOSE TESTING

3	9/4/2010	7	250 :05	PASS
3	9/4/2010	8	250 :05	PASS
3	9/4/2010	9	250 :05	PASS
3	9/4/2010	10	250 :05	PASS
3	9/4/2010	11	250 :05	PASS
3	9/4/2010	12	250 :05	PASS
3	9/4/2010	13	250 :05	PASS
3	9/4/2010	14	250 :05	PASS
3	9/4/2010	15	250 :05	PASS
3	9/4/2010	16	250 :05	PASS
3	9/4/2010	17	250 :05	PASS
3	9/4/2010	18	250 :05	PASS
3	9/4/2010	19	250 :05	PASS
3	9/4/2010	20	250 :05	PASS

**COMMUNITY OUTREACH PROGRAM**

111 NORTH CANAL STREET SUITE 950 CHICAGO, IL 60606-7270
TEL: (312) 930-0070 (800) 444-4554 FAX: (312) 930-0017

August 23 2010

Fire Chief Tom Jones
Gustavus Fire Dept
P.O. Box 1
Gustavus, AK 99826

: Gustavus Fire Dept

Dear Fire Chief Jones:

We wish to thank those involved in responding to our recent inquiry.

The purpose of gathering this information is to determine a fire insurance classification, which may be used in the calculation of property insurance premium. The information collected is not for property loss prevention or life safety purposes and no life safety or property loss prevention recommendations will be made.

Please provide us with any future updates as they occur, including:

- Changes in Fire Station Locations
- New Fire Stations
- Changes in Boundaries

We appreciate your assistance in keeping our fire protection information for your community current.

Respectfully
Community Mitigation
Insurance Services Offices, Inc.