



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

COUNCIL PACKET
November 11, 2010 General Meeting



CITY COUNCIL MEETING AGENDA
GENERAL MEETING
NOVEMBER 11, 2010
7:00PM @ CITY HALL

Jim Mackovjak

Mayor

mayor@gustavus-ak.gov

Mayor Term Expires 2011

Council Seat Term Expires 2013

Lou Cacioppo

Vice Mayor

lou.cacioppo@gustavus-ak.gov

Vice Mayor Term Expires 2011

Council Seat Term Expires 2013

Joe Lassiter

Council Member

joe.lassiter@gustavus-ak.gov

Term Expires 2011

Melanie Lesh

Council Member

melanie.lesh@gustavus-ak.gov

Term Expires 2012

John Nixon

Council Member

john.nixon@gustavus-ak.gov

Term Expires 2011

Tim Sunday

Council Member

tim.sunday@gustavus-ak.gov

Term Expires 2012

Karen Taylor

Council Member

karen.taylor@gustavus-ak.gov

Term Expires 2012

COUNCIL MEETINGS:

Work Sessions:

1st & 3rd Thursdays

General Meeting:

2nd Thursday

1. Call to Order
2. Roll Call
3. Approval of Minutes:
 - A. October 8, 2010 Election Review Committee
 - B. October 11, 2010 Special Meeting
 - C. October 14, 2010 General Meeting
 - D. October 28, 2010 Special Meeting
4. Mayor's Request for Agenda Changes
5. Committee Reports:
 - A. DRC
 - B. Road
 - C. GVA
6. Public Comment on Non-Agenda Items
7. Consent Agenda:
 - A. Templin Professional Services Contract—Amend
 - B. MOA State/City— Salmon Habitat Restoration Program
 - C. FY11-13NCO— Road Budget Amendment
 - D. FY11-09—Amending COG Ordinance 2030.030
 - E. Resolution 2010-27 Business License Fee
 - F. FY11-11NCO—Library Budget Amendment
 - G. Appointing Kim Heacox to the Septage Committee
 - H. Approval of pay increase for Sylvia Martinez
 - I. Approval of pay increase for Paul Berry
 - J. Approval and authorization for Mayor to Sign NPS FY11 DRC Disposal Services Agreement
 - K. Approve Mike Taylor as Chair of DRC Committee
 - L. Authorize City Employee Paul Berry to Operate City-Owned Brush Cutter for Remainder of Calendar Year 2010.
 - M. Approve Award of Snow Plowing RFQ to Glacier Bay Construction.
 - N. FY11-14NCO—Fire Department Budget Amendment
 - O. Approve award of Tower RFQ to Glacier Bay Construction
8. Ordinance for Public Hearing:
 - A. FY11-05NCO—GCN Budget Amendment
 - B. FY11-06CNO—GVFD Budget Amendment
 - C. FY11-07—Amending COG 5.90.060©
 - D. FY11-08NCO—Amending Road Budget
 - E. FY11-10NCO—Creating Beach Committee Budget
9. Unfinished business: None
10. New Business
 - A. Nate Borson—Conflict of Interest Hearing
 - B. GCN CIP Submission to Governor
11. Staff Reports:
 - A. DRC Staff Report
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 / Election Review Committee
City of Gustavus, Alaska

City Council Acting As The Election Review Committee
October 8, 2010

1. Call to Order: A meeting of the Gustavus City Council acting as the Election Review Committee was held on October 8, 2010 at 6:00PM.

2. Roll Call:

Comprising a quorum of the Council the following were present:

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

Council Members not in attendance:

Council Member Sunday -Absent
 Council Member Lesh -Absent

3. Public Comment on Non Agenda Items: None

4. New Business:

**A. Canvass All Absentee, Questioned, Defective Ballots
 Executed in the Election**

CONFLICT OF INTEREST: Council Member Mackovjak
 declared a possible conflict of
 interest due to the fact that he is a
 candidate.

RULING: Mayor Berry declared that there is
 not a substantial financial interest
 involved, and that Council Member
 Mackovjak could vote on the
 questioned ballots, absentee and
 final certification.

(Clerk's Note: Council Member Mackovjak participated in votes, but did not touch any of the envelopes or ballots.)

CONFLICT OF INTEREST: Council Member Taylor declared a
 possible conflict of interest due to
 the fact that she is a candidate.

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RULING: Mayor Berry declared that there is not a substantial financial interest involved, and that Council Member Taylor could vote on the questioned ballots, absentee and final certification.

(Clerk's Note: Council Member Taylor participated in votes, but did not touch any of the envelopes or ballots.)

Motion:	Council Member Lassiter moved to reject this oath & affidavit envelope with ballot sealed inside for the following reason – registered for less than 30 days.
Seconded by:	Vice Mayor Nixon

ROLL CALL VOTE ON MOTION:	
Yes: Berry, Lassiter, Mackovjak, Nixon, Taylor	
No: None	
Motion Passes 5/0	

Motion:	Council Member Lassiter moved to reject this oath & affidavit envelope with ballot sealed inside for the following reason - registered for less than 30 days.
Seconded by:	Vice Mayor Nixon

ROLL CALL VOTE ON MOTION:	
Yes: Berry, Lassiter, Mackovjak, Nixon, Taylor	
No: None	
Motion Passes 5/0	

Motion:	Council Member Lassiter moved to reject this oath & affidavit envelope with ballot sealed inside for the following reason – registered for less than 30 days.
Seconded by:	Vice Mayor Nixon

ROLL CALL VOTE ON MOTION:	
Yes: Berry, Lassiter, Mackovjak, Nixon, Taylor	
No: None	
Motion Passes 5/0	

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B. Certify Election Report

(Clerk's Note: The Mayor completed the "Report of Election Results, Form 5.50-A.)

C. Record the Results of the Election

Motion:	Vice Mayor Nixon moved to approve election results as tabulated and authorize the Mayor to sign the certificates of election.
Seconded by:	Council Member Lassiter

ROLL CALL VOTE ON MOTION:	
Yes:	Berry, Lassiter, Mackovjak, Nixon, Taylor
No:	None
Motion Passes 5/0	

D. Authorize the Results to be Certified

(Clerks Note: See motion on Item 4C that authorized the results to be certified.)

5. Publicly Declare the Results of the Election

(Clerk's Note: The results of the election were publicly declared at the meeting, by email to "News" group, posted on the website, and posted.)

16. Adjournment:

With no further business before the Council the meeting was adjourned at 7:20PM.

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City Council Special Meeting
October 11, 2010

1. Call to Order: A Special Meeting of the Gustavus City Council was held on October 11, 2010 at 6:00PM.

2. Roll Call:

Comprising a quorum of the Council the following were present:

Acting Mayor Nixon
 Council Member Cacioppo
 Council Member Lassiter
 Council Member Lesh
 Council Member Mackovjak
 Council Member Sunday - Via Teleconference
 Council Member Taylor - Via Teleconference

3. Approval of Minutes: None

4. Mayor's Request For Agenda Changes: None

5. Committee Reports: None

7. Consent Agenda: None

8. Ordinances for Public Hearing: None

9. Unfinished Business: None

10. New Business:

A. Administration of Newly Elected Officials Oath of Office

(Clerk's Note: Lou Cacioppo affirmed the oath of office verbally and by signature. Jim Mackovjak and Karen Taylor had each affirmed the oath prior to the meeting.)

B. Executive Session

Public Comment: None

Motion:	Council Member Lassiter moved to enter into executive session for subjects that could prejudice the reputation and character of a person.
Seconded by:	Council Member Cacioppo

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ROLL CALL VOTE ON MOTION:

Yes: Cacioppo, Lassiter, Mackovjak, Nixon, Sunday
No: Lesh, Taylor

Motion Passes 5/2

(Clerk's Note: The Council entered into executive session at 6:05PM and came out of the executive session at 6:22PM.)

C. Organization of the Council Mayor

Public Comment: None

Motion:	Council Member Sunday moved to nominate Jim Mackovjak for Mayor.
Seconded by:	Council Member Taylor

ROLL CALL VOTE ON MOTION:

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

Motion Passes 7/0

Motion:	Council Member Sunday moved to appoint Jim Mackovjak as Mayor for the City of Gustavus.
Seconded by:	Council Member Taylor

Council discussion followed.

ROLL CALL VOTE ON MOTION:

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

Motion Passes 7/0

Motion:	Council Member Taylor moved to nominate Tim Sunday as Vice Mayor.
Seconded by:	Council Member Lesh

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ROLL CALL VOTE ON MOTION:

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

No: Nixon

Motion Passes 6/1

Motion: Council Member Lassiter moved to nominate Lou Cacioppo for Vice Mayor.

Seconded by: Council Member Lesh

Council discussion followed.

ROLL CALL VOTE ON MOTION:

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

No: None

Motion Passes 7/0

(Clerk's Note: Council Members voted via ballot. The votes of each ballot were verbally announced and tallied by the City Clerk. The totals are as follows:

<i>Lou Cacioppo</i>	<i>5</i>
<i>Tim Sunday</i>	<i>2</i>

11. Staff Reports: None

12. City Council Reports

A. Mayor's Report: None

B. City Clerk's Report: None

13. City Council Questions & Comment

14. Public Comment on Non-Agenda Items: None

15. Executive Session

16. Adjournment:

With no further business before the Council the meeting was adjourned at 6:44PM.

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**City Council General Meeting
October 14, 2010**

1. Call to Order: A General Meeting of the Gustavus City Council was held on October 14, 2010 at 7:00PM.

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

2. Roll Call:

Comprising a quorum of the Council the following were present:

Mayor Mackovjak
Vice Mayor Cacioppo
Council Member Lassiter
Council Member Lesh
Council Member Nixon
Council Member Taylor

Council Members not in attendance:

Council Member Sunday

3. Approval of Minutes

A. September 9th, 2010 General Meeting Minutes

Minutes of the August 12, 2010 meeting were approved by unanimous consent.

B. September 26th, 2010 Special Meeting Minutes

Minutes of the September 26, 2010 meeting were approved with changes by unanimous consent.

4. Mayor's Request For Agenda Changes: None

5. Committee Reports:

- A.** Planning Committee report given by Nate Borson.
- B.** Beach Committee report read by Mayor Mackovjak.
- C.** Library Committee report given by Sylvia Martinez.

6. Public Comment on Non Agenda Items:

- 1. Colleen Stansbury
- 2. Pep Scott
- 3. Mike Halbert

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7. Consent Agenda:

- ~~A. Ordinance for Publication: FY11-05NCO An Ordinance for the City of Gustavus Providing for the Amendment of the Gustavus Community Network (GCN) Budget for Fiscal Year 2011.~~
- B. Ordinance for Publication: FY11-06NCO An Ordinance for the City of Gustavus Providing for the Amendment of the Gustavus Volunteer Fire Department (GVFD) Budget for Fiscal Year 2011.
- C. Ordinance for Publication: FY11-07 An Ordinance of the City of Gustavus Amending Section 5.90.060(c), of the Election Pamphlets Ordinance.
- ~~D. Publish RFQ RM FY11-04 Halibut Road Culvert Installation and Ditching.~~
- E. Appointment of Ed Bond as Road Committee Chairperson.

(Clerk's Note: Consent Agenda Items A & D were requested to be removed from the consent agenda. They are now New Business Items 10 B & C.)

Motion:	Council Member Lassiter moved that the Council accept consent agenda as amended.
Seconded by:	Council Member Lesh

ROLL CALL VOTE ON MOTION:

Yes: Cacioppo, Lassiter, Lesh, Mackovjak, Nixon, Taylor
 No: None

Motion Passes 6/0

8. Ordinances for Public Hearing: None

9. Unfinished Business: None

10. New Business:

- A. Ordinance for Publication: FY11-08NCO An Ordinance for the City of Gustavus Providing for the Amendment of the Road Budget for Fiscal Year 2011.

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Public Comment:

Sandi Marchbanks

Motion:	Council Member Lassiter moved that we approve for publication FY11-08NCO.
Seconded by:	Council Member Taylor

Council discussion followed.

ROLL CALL VOTE ON MOTION:	
Yes:	Cacioppo, Lassiter, Lesh, Mackovjak, Nixon, Taylor
No:	None
Motion Passes 6/0	

B. Ordinance for Publication: FY11-05NCO An Ordinance for the City of Gustavus Providing for the Amendment of the Gustavus Community Network (GCN) Budget for Fiscal Year 2011.

Public Comment:

Nate Borson
Sandi Marchbanks
Colleen Stansbury

Motion:	Council Member Lesh moved the City Council approve for publication FY11-05NCO.
Seconded by:	Council Member Lassiter

CONFLICT OF INTEREST: Council Member Nixon declared a conflict of interest due to the fact that he bid on the electrical on the the tower project.

RULING: Mayor Mackovjak ruled that he does have a conflict and should not vote.

Council discussion followed.

ROLL CALL VOTE ON MOTION:	
Yes:	Cacioppo, Lassiter, Lesh, Mackovjak, Taylor
No:	None
Recused:	Nixon

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Motion Passes 5/0 with 1 recused

- C.** Publish RFQ RM-FY11-04 Halibut Road Culvert Installation and Ditching.

Public Comment: None

Motion:	Council Member Lassiter moved that we publish RFQ FY11-04 Halibut Road Culvert Installation and ditching.
Seconded by:	Council Member Lesh

Council discussion followed.

Motion:	Council Member Nixon moved to postpone.
Seconded by:	Vice Mayor Cacioppo

ROLL CALL VOTE ON MOTION:	
Yes:	Nixon
No:	Cacioppo, Lassiter, Lesh, Mackovjak, Taylor
Motion Defeated 1/5	

Council discussion followed.

ROLL CALL VOTE ON MOTION:	
Yes:	Cacioppo, Lassiter, Lesh, Mackovjak, Taylor
No:	Nixon
Motion Passes 5/1	

11. Staff Reports:

- A. Tom Jones - GVFD

12. City Council Reports

A. Mayor's Report

- Thanked everyone for their patience.

B. City Clerk's Report: None

13. City Council Questions & Comments

- Council Member Nixon thanked former Mayor Berry for all

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of his hard work.

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 8:25PM.

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**City Council Special Meeting
October 28, 2010**

1. Call to Order: A Special Meeting of the Gustavus City Council was held on October 28, 2010 at 7:00PM.

Mayor Mackovjak called the meeting to order at 7:03PM.

2. Roll Call:

Comprising a quorum of the Council the following were present:

Mayor Mackovjak
Vice Mayor Cacioppo
Council Member Lassiter
Council Member Nixon
Council Member Sunday -Via Teleconference
Council Member Taylor

Council Members not in attendance:

Council Member Lesh -Absent

3. Approval of Minutes: None

4. Mayor's Request For Agenda Changes:

The Mayor requested that Consent Agenda Item A be moved to New Business as Item 10B.

5. Committee Reports: None

6. Public Comment On Non Agenda Items: None

7. Consent Agenda:

- ~~A. Letter to FDA—Regarding Genetically Modified Salmon.~~
- ~~B. FY11-10 NCO Beach Committee~~

(Clerk's Note: Items A & B on the Consent Agenda were requested to be removed and are now Items B & C in New Business.)

8. Ordinances for Public Hearing: None

9. Unfinished Business: None

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10. New Business:

- A.** Resolution 2010-25 A RESOLUTION OF THE CITY COUNCIL OF GUSTAVUS, ALASKA ADOPTING MINOR REVISIONS TO THE CITY OF GUSTAVUS PETITION TO ANNEX CERTAIN FALLS CREEK AND ICY PASSAGE TERRITORY TO THE CITY OF GUSTAVUS, AND AUTHORIZING SUBMISSION OF THE REVISED PETITION TO THE ALASKA LOCAL BOUNDARY COMMISSION.

Public Comment: None

(Clerk's Note: Resolution 2010-25 was read by Greg Streveler.)

Motion:	Council Member Taylor moved to approve Resolution 2010-25.
Seconded by:	Council Member Lassiter

Council discussion followed.

ROLL CALL VOTE ON MOTION:	
Yes:	Cacioppo, Lassiter, Mackovjak, Nixon, Sunday, Taylor
No:	None
Motion Passes 6/0	

- B.** Letter to FDA – Regarding Genetically-Modified Salmon

Public Comment:

Greg Streveler

Motion:	Council Member Lassiter moved to change the letter to Resolution form.
Seconded by:	Council Member Taylor

(Clerk's Note: Mayor Mackovjak read the resolution.)

ROLL CALL VOTE ON MOTION:	
Yes:	Cacioppo, Lassiter, Mackovjak, Nixon, Sunday, Taylor
No:	None
Motion Passes 6/0	

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Motion:	Council Member Taylor moved that the 5 th whereas the words “to the best of our knowledge” be inserted after whereas.
Seconded by:	Council Member Lassiter

ROLL CALL VOTE ON MOTION:	
Yes: Cacioppo, Lassiter, Mackovjak, Nixon, Sunday, Taylor	
No: None	
Motion Passes 6/0	

Motion:	Council Member Lassiter moved that we adopt Resolution 2010-26.
Seconded by:	Council Member Cacioppo

ROLL CALL VOTE ON MOTION:	
Yes: Cacioppo, Lassiter, Mackovjak, Nixon, Sunday, Taylor	
No: None	
Motion Passes 6/0	

C. FY11-10NCO AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF THE SPECIAL BEACH COMMITTEE BUDGET FOR FISCAL YEAR 2011

Public Comment: None

Motion:	Council Member Lassiter moved that we publish FY11-10NCO.
Seconded by:	Council Member Taylor

ROLL CALL VOTE ON MOTION:	
Yes: Cacioppo, Lassiter, Mackovjak, Nixon, Sunday, Taylor	
No: None	
Motion Passes 6/0	

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11. Staff Reports: None

12. City Council Reports

A. Mayor's Report:

B. City Clerk's Report:

13. City Council Questions & Comments

- Council Member Cacioppo will begin working on Fish Box Tax Ordinance.
- Council Member Taylor has been working on drafting policies.

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 8:05PM.

Gustavus Road Committee Tri-annual Report November 11, 2010

Committee Activities for the past 4 months

New to the committee are Ed Bond , selected as chair and Amiee Youmans. Retained committee members are Marty Rogers, Joe Lassiter , Mike Taylor and Abigail Caulkin. Recently we have been meeting about every two weeks to get myself up to speed on the workings of the committee. We will continue with this schedule until I feel we are caught up on committee activities. Committee work progress has focused on Road Maintenance including upgrades, Road System Brushing, Halibut Road RFQ, 2010-2011 Snow Removal Contract.

Committee Activities for the next 4 months

After repairs to the brush cutter are completed we will focus on finishing basic brushing of the right of way. A focus will be to work on management of the right of way. More brushing and some tree removal may need to take place as well as consideration of entry permits or some way to control privet land owners from encroachments and unauthorized construction. We are redeveloping the Halibut Road Project to encourage competitive bids. We will also focus on CIP monies we can apply for projects we can develop such as Rink Creek Bridge and the Goode River Culvert Replacement. We plan to purchase a digital camera out of road maintenance funds for documentation of maintenance issues, right of way encroachments.

Budget Update

	Original encumbered funds	Amended funds after Nov 2010 nco transfer
Eq. maintenance	\$2750	\$2750
Frieght	\$1000	\$1000
Payroll	\$00	\$4000
Road Maint.	\$50000	\$75000
Snow Removal	\$40000	\$40000
Insurance	\$00	\$1000
Supplies	\$150	\$150
Telephone	\$100	\$100
Total	\$94000	\$124000

Amended increases are \$4000 payroll to have Paul Berry operate brush cutter. \$10000 into Road Maint for brush cutting. \$10000 into Road Maint for Halibut Road RFQ, \$5000 into Road Maint for Pit Clearing. \$1000 insurance for additional workman's comp for Paul Berry.

Current total expenses. See details of page 2 expense report.

Recommended Counsel Actions

- 1) Approve Glacier Bay Construction bid for 2010-2011 snow removal contract.
- 2) Approve NCO funds transfer for the above stated projects.
- 3) Consider a permit system for property owners to enter the right of way and ordinances that would need to accompany a system .
- 4) A buy local policy for all city purchases.

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
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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.

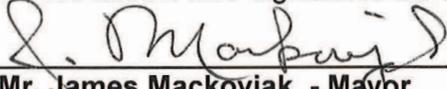
22. INDEMNIFICATION AGREEMENT. Surveyor agrees to defend, indemnify, and hold harmless City, its employees, volunteers, Surveyors and insurers with respect to any action, claim or lawsuit arising out of the Surveyor's performance of this contract but only to the extent such action, claim or lawsuit is 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.

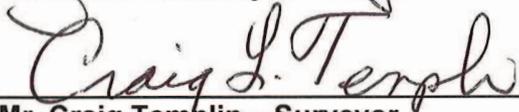
23. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

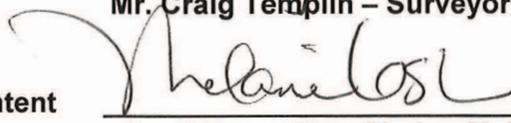
24. SUCCESSORS. This Contract shall be binding upon the successors and assigns of the parties.

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  10-11-10
Mr. James Mackovjak - Mayor Date

Surveyor  10-21-10
Mr. Craig Templin - Surveyor Date

Approved as to content  10/11/10
Land Committee Chair - Melanie Lesh Date

Funding Available  10/12/10
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.** *30th CLT.*

The Surveyor shall submit review plats to DNR and a report to the city by **November 15th, 2010.** *30th CLT.*

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.

Memorandum of Agreement
Between the
Department of Transportation & Public Facilities,
The City of Gustavus

Design and Construction Services for Drainage Improvements
Located along Rink Cr Road at the Berry Driveway

To be provided as part of the Mt. View Culvert Project
 Currently being designed and constructed in Gustavus under
 Cooperative Agreement No. 70181AJ102 between
 The City of Gustavus and
 The United States Fish and Wildlife Service
 Juneau Fish and Wildlife Field Office
 Habitat Restoration Program

This MEMORANDUM of AGREEMENT, hereinafter MOA, is by and between the Alaska Department of Transportation and Public Facilities, hereinafter referred to as the Department, and the City of Gustavus hereinafter referred to as the City. The Department and the City enter into this MOA for the Department to provide funding for the City of Gustavus to design and construct the necessary drainage and improvement project to replace the Berry Driveway Culverts located on the Rink Creek Road in concert with the City of Gustavus Mt. View Culvert Project being funded and constructed under a Cooperative Agreement, hereinafter COA, with the Habitat Restoration Program of the U.S. Fish and Wildlife Service, hereinafter USFWS.

BACKGROUND

The Department is under obligation to provide for replacement of the Berry Driveway Culverts as mitigation required by agreement with Alaska Department of Fish and Game (ADF&G) to compensate for conflict between the Gustavus Dock Project No. 67599 Contract Specifications and the Environmental Commitments for the driving of piling for the dock project. (See attached letters from AOT/PF regarding use of impact pile driver and ADF&G outlining the conflict between documented use and expected commitments and proposing this work as mitigation - all labeled as Attachment A)

AGREEMENT

This MOA authorizes the Department to contribute \$30,000 (thirty thousand dollars) to the City (less \$600 as indirect cost allocation) to combine with the above referenced COA project and allow the City (with assistance from USFWS per the COA) to procure all necessary construction, environmental or other regulatory permits and complete all necessary professional engineering and other services that are required to complete the culvert replacement at the Berry Driveway on Rink Cr Rd in conjunction with the Mt. View Culvert Project. The anticipated services and estimated Department costs are outlined as shown on Attachment B. The Department funding is to come from Project No. 67599-Phase 4 mitigation payments to pay for proposed project including the indirect cost allocations at 2% (Two-per cent) of expenditures. The City or the Department may terminate this MOA at any time subject to written notification.

SCOPE OF PROJECT & SERVICES TO BE PERFORMED

The existing conditions and proposed project are described as follows:

Existing Condition at Berry Driveway -

The existing culverts at the Berry Driveway site are 2 CMP (Corrugated Metal Pipe) that constitute a non-natural barrier to fish passage. Perched inlets and outlets and offset hydraulic profiles (velocity barrier) are primary components of this barrier. ADFG- Habitat Division has observed juvenile salmon occupying aquatic habitat in the ditchline at the Berry Driveway and have made the recommendation to improve this crossing to maintain habitat connectivity.

Proposed Project Scope at Berry Driveway -

The proposed project at Berry Driveway will remove the existing culverts and replace them with single large Corrugated Metal Pipe Arch (CMPA). The CMPA would be buried below the streambed/ditch bottom elevation to provide natural bottom materials at appropriate elevation and flow velocity to allow passage of fish. The new culvert length will allow for replacement of the current driveway width with 2:1 side slopes. Maintenance of traffic will be required as will preservation of existing power and telephone conductors. Site survey and hydrological investigations and calculations will be necessary to provide proper culvert size and length.

Expected Services -

Services to be provided by the City as per the USFWS Cooperative Agreement includes all professional engineering, land surveying, hydraulic and environmental permitting and design services that may be required to prepare a complete bid package of plans, specifications and estimate. The Department will aid the City and USFWS effort by providing model construction project general provisions, review of the final bid package, and provide technical inspection services (if scheduled and requested). The City will provide necessary contractual services to bid the project. The USFWS, per attached Letter of Commitment (LOC) will coordinate the necessary construction engineering, administration, permitting, and inspection services needed to complete the work awarded, see attached letter from the Juneau Fish and Wildlife Field Office (labeled as Attachment C).

The Berry Driveway Culvert Replacement component is to be designed and bid as part of the larger overall Mt. View Culvert project being advanced by the City and Fish and Wildlife Service - Habitat Restoration Program under their Cooperative Agreement No. 70181AJ102.

Construction services to be performed by the City supported by Juneau Fish and Wildlife Field Office and itemized on Attachment B anticipate construction engineering, administration and on-site field inspection services as anticipated by the COA and LOC. The City will provide a project manager to liaise between the parties and account for expenditure of funds provided by the Department and report progress/issues to and from the City administration and council. Unless otherwise agreed upon, the City will be the first point of contact for the Contractor and the City will process and make all progress and final payments to the Contractor.

PERIOD OF PERFORMANCE

This MOA will be considered valid until such time that the City or the Department terminates this agreement.

Anticipated period of performance for design services is from the effective date of this MOA until date of Mt. View Culvert Project contract award, expected on or before July 31, 2011.

Anticipated period of performance for construction services is from the date of award of the Mt. View Culvert Project until completion of construction, expected on or before December 31, 2011.

PAYMENT TO THE CITY

The Department will provide \$30,000 funds to the City for the work to be performed under this MOA. The City will utilize these funds such that the Berry Driveway Culvert work can be designed, permitted, bid and constructed in concert with the City/Fish and Wildlife Service Mt. View Culvert Project.

Payment from the Department to the City shall be made in a single lump sum even though the COA will be prosecuted in two stages - design and then construction. The City will maintain detailed records and account for all expenditures from the Department provided funding. A quarterly statement of City expenditures will be issued to the Department. Upon the completion of the Berry Driveway project any unused funds will be contributed by the Department to the City Mt. View Culvert project. If the Berry Driveway work is not completed or this MOA is terminated then any unused funds will be returned to the Department.

Should this MOA be terminated by either party, payment by the City shall cover all services incurred by the Department as of the date of termination, up to the limit of the funding provided.

CONTACT PERSONNEL

The Department's authorized representative for this project will be John Scott. The City's authorized representative will be the current Mayor or City Clerk and the Fish and Wildlife Service's authorized representative will be John Hudson.

Memorandum of Agreement – Mitigation/Gustavus Causeway

November 2, 2010

This Memorandum of Agreement is entered into as of the day and year written below:

City of Gustavus

Date



Alaska Department of Transportation
& Public Facilities

11-2-2010
Date

ATTACHMENT A

MEMORANDUM

State of Alaska

Department of Transportation & Public Facilities
 Design and Engineering Services – Southeast Region
 Preconstruction / Design

TO: Jackie Timothy/ADF&G
 Katie Eaton/ADF&G

DATE: June 14, 2010

FROM:  Jane Gendron/DOT&PF
 Southeast Region
 Environmental Manager

RE: Gustavus Dock (67599)
 TELEPHONE NO: 465-4499

SUBJECT: Use of impact pile driver

ADF&G, Habitat Division staff contacted me Friday, June 11, 2010, about impact pile driving at the Gustavus dock project. ADF&G staff said that the environmental commitments and email correspondence between ADF&G and DOT&PF states that only vibratory hammers would be used on this project.

We reviewed the language in the commitments, NEPA documents, consistency determination, and the USACE permit about impact and vibratory hammers:

FONSI: *"To minimize effects of pile driving, a vibratory hammer will be used for all piles installed, with impact-driving used only for final proofing of a few selected piles."*

DCOM Consistency Determination: *"Replacing old creosote piles with new steel piles that will be placed with a vibratory hammer to protect fish habitat and decrease the amount of fill necessary for the facility,"*

USACE Permit; Special Conditions: *"4. All piles shall be driven using a vibratory hammer. Under those conditions where use of an impact hammer is required, the piles shall be driven as deep as possible with a vibratory hammer prior to the use of the impact hammer to verify pile load capacity. A pile cushion shall be used between the impact hammer and the piling to attenuate sound."*

We see that the inconsistencies between these documents have made compliance with our commitments and permit conditions seem to be flexible. This is something we need to improve. However, we also need to be realistic with what we can commit to. The Gustavus shoreline is a prime area for using vibratory hammers (compared to a rocky shoreline). But, as noted in the FONSI and DOA permit, impact hammers are needed in certain situations.

At Gustavus, 25 vertical piles were installed last summer with a vibratory hammer and only four of the verticals required proof driving with the impact hammer; all proof driven piles were driven dry. Over this final season we are working on both vertical and angled batter piles:

Page 2

- 42 dock or mooring structure vertical piles (16 already installed)
- 17 approach transition vertical piles (all 17 installed)
- 26 battered piles for lateral support of the dock/wave barrier and mooring structures

The battered piles are angled to the vertical and adjacent to vertical piles. According to the Construction Group Chief in charge of project management, a vibratory hammer is not as effective as impact hammers in installing batter piles due to the direction induced to pile by vibratory motion not being vertical (in direction of gravity) thereby exerting less force; making the pile difficult to control and not able to achieve desired penetration.

In retrospect, this aspect of construction techniques probably should have been discussed with the resource agencies during our environmental document analysis and permitting process.

This season, the contractor has driven 7 batter piles on the dock portion of the work; all over the last two weeks. The contractor has 19 batter piles left to drive that will need use of the impact hammer. Each of these 19 piles involves about 15 - 20 minutes of impact driving followed by a weld splice and then the following day another 5 - 10 minutes of impact hammer use to drive the last section to grade/cutoff. One or two piles can be worked on per day.

One more batter pile could be installed between now and June 15th. Up to 7 more batter piles will be installed by end of June/middle of July. These 7 piles need to be installed on schedule as they are on critical path of dock work that involves the only low tides of the year when this work can be done.

The other 12 batter piles are in pairs on the mooring structures and will happen between the end of July to late September and will take about 4 days for each pair. Each individual pile will involve about 15 - 20 minutes of impact driving followed by a weld splice and then on the following day another 5 - 10 minutes of impact hammer use to drive the last section to grade/cutoff.

We realize that this construction method is not well described in the environmental and permitting process. By the time the project is completed, we will have driven 7 or 8 piles using an impact hammer during the time period normally closed to protect fish. Each of those piles took less than one hour to drive and they were driven over a period of one to two days. While this is not ideal, the amount of time the impact hammer is used is relatively small.

We apologize for our oversight, and we will work with you to resolve our inability to meet the commitments made during our environmental and permitting process.

Copies furnished:

John Scott, DOT&PF Construction Manager

Art Dunn, DOT&PF Construction Environmental Compliance Officer

STATE OF ALASKA

DEPARTMENT OF FISH AND GAME

DIVISION OF HABITAT

SEAN PARNELL, GOVERNOR

Douglas Island Center Building
802 W. 3rd Street, Douglas
P. O. BOX 110024
JUNEAU, AK 99811-0024
PHONE: (907) 465-4105
FAX: (907) 465-4759

MEMORANDUM

TO: Jane Gendron/DOT&PF
Southeast Region
Environmental Manager

DATE: July 12, 2010

THRU: Jackie Timothy
Southeast Regional Supervisor

SUBJECT: Gustavus Dock Impact
Hammer Pile Driving

FROM: Katie Eaton
Habitat Biologist

KE

TELEPHONE NO: (907) 465-6160

On two separate occasions (May 24th and June 9th) ADF&G Habitat Biologists visited the Gustavus dock project site and witnessed an impact hammer driving vertical piles (Photo 1). The file associated with this project includes several environmental commitments and email correspondence regarding pile driving methods. While the language in these commitments varies slightly the overall commitment made by DOT&PF assures that a vibratory hammer would be used to drive all piles with an impact hammer used only when required for final proofing.



After reviewing the Gustavus dock project file ADF&G contacted you to reconcile the discrepancies between the environmental commitments and the construction practices observed. On June 14th, 2010, you responded in a memo summarizing the environmental commitments regarding the use of vibratory hammers as well as the difficulty meeting these commitments given the construction techniques used. Specifically, you addressed the difficulty driving angled batter piles with a vibratory hammer.

Icy Strait is migration corridor for outmigrating juvenile salmonids. During their migration, which peaks between March 15th and June 15th, juveniles utilize the nearshore habitats similar to those found at this projects site. Juvenile salmonids are susceptible to sound pressure waves caused by pile driving, which can cause swim bladder rupture, kidney damage, liver damage, and/or temporary or permanent hearing loss. ADF&G often requests specific measures in order to avoid, minimize, and/or mitigate the impacts of pile driving with an impact hammer on juvenile salmonids. Some of these measures include forgoing in-water work during the migration period or using a

Photo 1. Impact hammer driving vertical piles at the Gustavus Dock.

vibratory hammer for initial setting and driving of all the piles with an impact hammer used for final proofing only. Following correspondence with DOT&PF in November of 2007 regarding the Gustavus Dock project, ADF&G recommended forgoing an in-water work timing window since all of the piles were to be driven with a vibratory hammer.

This spring several piles were driven with an impact hammer during the juvenile salmonid outmigration. These construction practices were inconsistent with the commitments made by DOT&PF during the project's environmental review. The use of a vibratory hammer during pile driving was included in this project's review to minimize significant adverse impacts that may result from pile driving in this area. Since this commitment was not met we are requesting additional mitigation.

As mitigation we propose the reinstallation of an improperly installed culvert on AWC Stream No. 114-23-10205-2021, a tributary to a stream locally known as Rink Creek (Photo 2). This culvert was installed under Fish Habitat Permit FH06-I-0136 in October of 2006. The 36" corrugated metal pipe (CMP) was installed parallel to an existing 36" CMP which was left in place. Both of these culvert outlets are perched blocking upstream juvenile migration during periods of low flow. Additionally, several pieces of concrete used to stabilize the culverts outlet have fallen into the stream redirecting water flow.



Photo 1. AWC Stream No. 114-23-10205-2021 culvert.

Both of these culverts need to be removed and reinstalled to meet the following requirements:

- The culverts invert burial depth will be at least 40% of the culvert diameter;
- The culverts grade will approximate the channel slope; and,
- The large pieces of concrete in the stream bed will be removed.

This work could be completed concurrent with the Gustavus gravel pit culvert replacements when the proper equipment will be nearby minimizing the cost of getting equipment to the site.

We appreciate all the work you have done to resolve this issue. In the future we will make a greater effort to understand the limits of these construction practices and to find mitigation measures that are more appropriately suited to your projects.

Email Cc:

Al Ott, ADF&G Habitat, Fairbanks
 Jackie Timothy ASF&G Habitat, Juneau
 Kate Kanouse, ADF&G Habitat, Juneau
 Brian Glynn, ADF&G SF, Juneau
 Kevin Monagle, ADF&G CF, Juneau
 Art Dunn, DOT&PF, Juneau
 Neil Stichert, USFWS, Juneau

Memorandum of Agreement – Mitigation/Gustavus Causeway

November 2, 2010

ATTACHMENT B

Estimated Cost of Services
Under
Memorandum of Agreement
between
City of Gustavus
And
Department of Transportation & Public Facilities

Design Phase -

Survey -	\$ 2,000	
Design -	\$ 2,500	
Permits -	\$ 3,000	
Review of PS&E -	\$ 1,000	
Bid and Award -	\$ 1,500	
Subtotal	<u>\$10,000</u>	
ICAP	\$ 200	(Retained by Department)
TOTAL	<u>\$ 9,800</u>	

Construction Phase -

Mobilization	\$ 2,500	
Construction Eng'r	\$ 2,500	
Administration	\$ 1,500	
Culvert Removal	\$ 1,500	
New CMPA Furnish & Install	\$10,000	
Maintenance of Traffic	\$ 1,000	
Preservation of Utilities	<u>\$ 1,000</u>	
Subtotal	<u>\$20,000</u>	
ICAP	\$ 400	(Retained by Department)
TOTAL	<u>\$19,600</u>	
TOTAL to be encumbered		\$30,000
ICAP (Retained by Department)		<u>\$ 600</u>
GRAND TOTAL TO CITY		\$29,400

(Total to be encumbered under Project 67599
Gustavus Causeway Replacement Project)

ATTACHMENT C



United States Department of the Interior
FISH AND WILDLIFE SERVICE
Juneau Fish & Wildlife Field Office
3000 Vintage Blvd., Suite 201
Juneau, Alaska 99801-7100
(907) 780-1160

October 14, 2010

John Scott,
Chief of Construction
Alaska Department of Transportation and Public Facilities
PO Box 112506
MS-2506
Juneau, AK 99811-2506

Letter of Commitment: Technical assistance in support of culvert improvements at the Berry Driveway, Rink Creek Road, Gustavus.

This Letter of Commitment (LOC) defines the role of the Habitat Restoration Program of the U.S. Fish and Wildlife Service Juneau Field Office (USFWS) in the Berry Driveway culvert improvements, an aquatic habitat improvement project in association with the City of Gustavus (City) and the Alaska Department of Transportation and Public Facilities (ADOT).

BACKGROUND

ADOT is under obligation to provide for replacement of the Berry Driveway Culverts as required by agreement with Alaska Department of Fish and Game (ADF&G) to compensate for conflicts between the Gustavus Dock Project No. 67599 Contract Specifications and the Environmental Commitments for the driving of piling for the dock project. ADFG has identified an offsite opportunity for the Gustavus Dock Project to improve aquatic habitat conditions at the Berry Driveway along Rink Creek Road to satisfy the Environmental Commitments. Rink Creek Road is owned and maintained by the City of Gustavus.

The existing culverts at the Berry Driveway constitute a partial barrier to fish passage. Perched inlets and outlets and offset hydraulic profiles are the primary components of these barriers. ADFG Habitat Division has observed juvenile salmon occupying aquatic habitat in the ditchline at the Berry Driveway and has recommended improvement of this crossing to maintain habitat connectivity.

ADOT will contribute \$30,000 to the City to procure all necessary construction, environmental or other regulatory permits and complete all necessary professional engineering and other services that are required to complete the culvert improvements at the Berry Driveway.

The USFWS has been working with the City since July 2010 to complete similar conveyance and fish passage improvements at the Good River Road crossing and at four other City-maintained driveway crossings of the fish bearing drainage-way adjacent to Mountain View

Road. This project, Mountain View Creek Culvert Improvements- Cooperative Agreement No. 70181AJ102, is in effect through December 31, 2011. In that Agreement, the USFWS will assist the City with procuring survey and design services, permitting, and construction oversight for those locations. In October 2010, ADOT approached the USFWS to assist the City with similar culvert improvement services at the Berry Driveway as an in-kind contribution to that project; this LOC defines the scope of that contribution.

SCOPE OF SERVICES TO BE PERFORMED

USFWS

1. USFWS will provide technical assistance to the City. The Berry Driveway Culvert Replacement is understood to be surveyed, designed, bid, and completed as part of the overall Mountain View Creek culvert improvement project being managed by the City.
2. USFWS will assist the City in procuring and completing professional engineering, land surveying, hydraulic and environmental permitting and design services that may be required to prepare a complete bid package of plans, specifications and estimate.
3. USFWS will maintain active communication with the City, ADOT, and ADFG throughout all phases of this work.

ADOT:

1. ADOT will contribute \$30,000 to the City to procure all necessary construction, environmental or other regulatory permits and complete all necessary professional engineering and other services that are required to complete the culvert improvements at the Berry Driveway.
2. The ADOT will provide model construction project general provisions, review of the final bid package, and technical inspection services (if requested).
3. ADOT will maintain active communication with the City, USFWS, and ADFG throughout all phases of this work.

City of Gustavus:

1. The City will provide necessary contractual services to bid the project for survey and design.
2. The City will contract construction services.
3. The City will provide a project manager to liaise between the parties and account for expenditure of funds provided by the ADOT and report progress/issues to and from the City administration and council.

- 4. Unless otherwise agreed upon, the City will be the first point of contact for the Contractor and the City will process and make all progress and final payments to the Contractor.
- 5. The City will maintain active communication with the ADOT, USFWS, and ADFG throughout all phases of this work.

PERIOD OF PERFORMANCE

This LOC will be considered valid until such time that the USFWS, City, or the ADOT terminates this agreement.

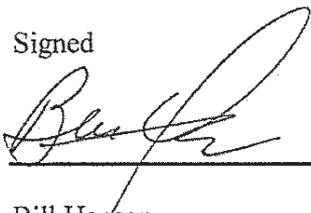
Anticipated period of performance for design services is from the effective date of this LOC until on or before July 31, 2011.

Anticipated period of performance for construction services is from the date of award of until completion of construction, expected on or before December 31, 2011.

CONTACT PERSONNEL

The USFWS authorized representative will be John Hudson (907) 780-1169. ADOT authorized representative for this project will be John Scott (907) 465-8413. The City's authorized representative will be the current Mayor or City Clerk, Kapryce Manchester (907) 697-2451.

Signed



Date

10/14/2010

Bill Hanson,
Field Supervisor
Juneau Fish and Wildlife Field Office

Cc: K. Manchester, City of Gustavus
K. Eaton, ADFG Habitat Division

**City of Gustavus, Alaska
Ordinance No. FY11-13NCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF
THE ROAD COMMITTEE 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			
Salmon Habitat Res. Project Income	\$ 0.00	\$ 29,400.00	+\$29,400.00
EXPENSE			
Salmon Habitat Res. Project Exp.	\$ 0.00	\$ 29,400.00	+\$29,400.00

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: November 11, 2010

DATE OF PUBLIC HEARING: December 9, 2010

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

Jim Mackovjak, Mayor

Attest: Kapryce Manchester, CMC
City Clerk

**City of Gustavus, Alaska
Ordinance No. FY11-09**

**AN ORDINANCE OF THE CITY OF GUSTAVUS AMENDING CITY
ORDINANCE SECTION 2.30.030 – REGULAR CITY COUNCIL
MEETINGS.**

BE IT ENACTED BY THE GUSTAVUS CITY COUNCIL AS FOLLOWS:

Section 1. Classification: Code ordinance.

Section 2. Section 2.30.030 of City ordinance shall be amended to read:

~~(a.) The City Council shall meet on the second Thursday of each month at 7:00 pm. If the meeting so scheduled would occur on a holiday established by Alaska Statute 44.12.010, it shall be rescheduled to the following Thursday. If both would occur on holidays, each shall be rescheduled to the following Thursday. The City Council may by motion or otherwise change the date of a meeting as may be necessary or convenient.~~

Section 2.30.030 Regular **(General)** City Council Meetings

(a) The City Council shall meet for a regular meeting at 7:00 p.m. on the second Thursday of each month. If a regular City Council meeting so scheduled is to take place on a holiday established by Alaska Statute 44.12.010, that meeting shall be rescheduled to take place at 7:00 p.m. on the third Thursday of that month. If both the second and third Thursdays of a month are holidays (as defined above), the regular City Council meeting shall be rescheduled to 7:00 p.m. on the fourth Thursday of that month. If the City Council regular October meeting is the first regular meeting after the results of a General Election have been certified, that meeting shall be held at 7:00 p.m. on the third Thursday of October. The City Council may by motion or otherwise change the date of a meeting as may be necessary or convenient.

Section 3. Effective Date: This ordinance becomes effective upon its adoption by the Gustavus City Council.

DATE OF PUBLICATION: November 11, 2010

DATE OF PUBLIC HEARING: December 9, 2010

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

Jim Mackovjak, Mayor

Attest: Kapryce Manchester, CMC
City Clerk

**CITY OF GUSTAVUS, ALASKA
RESOLUTION 2010-27**

**A RESOLUTION OF THE CITY OF GUSTAVUS ESTABLISHING A
\$25.00 ANNUAL FEE FOR A CITY OF GUSTAVUS BUSINESS LICENSE**

WHEREAS, the City of Gustavus incurs substantial costs in administering City business licenses;

WHEREAS, these costs include printing, postage and record keeping;

WHEREAS, the City Council has determined that an annual City business license fee of \$25.00 is necessary to help offset the administrative costs;

AND NOW THEREFORE BE IT RESOLVED that as of January 1, 2011, for the calendar year 2011 and each subsequent year, an annual fee of \$25.00 shall be charged for a City of Gustavus business license.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GUSTAVUS, this _____ day of _____, 2010.

Jim Mackovjak, Mayor

Lou Cacioppo, Vice Mayor

Joe Lassiter, Council Member

Tim Sunday, Council Member

Melanie Lesh, Council Member

Karen Colligan-Taylor, Council Member

John Nixon, Council Member

Attest: Kapryce Manchester, CMC
City Clerk

**City of Gustavus, Alaska
Ordinance No. FY11-11NCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF
LIBRARY 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		Change
	Original Budget	Amended Budget	
INCOME			
<i>Fundraising</i>	\$2000.00	\$2341.00	+\$341.00
EXPENSE			
<i>Supplies</i>	\$2300.00	\$2250.00	-\$ 50.00
<i>Contractual</i>	\$3708.00	\$3948.00	+\$240.00
<i>Maintenance & Repair</i>	\$5243.00	\$5053.00	-\$190.00
<i>Equipment</i>	\$500.00	\$841.0	+\$341.00

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: November 11, 2010

DATE OF PUBLIC HEARING: December 9, 2010

PASSED and APPROVED by the Gustavus City Council this _____ day of _____, 2009.

Jim Mackovjak, Mayor

Attest: Kapryce Manchester, CMC
City Clerk

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 8 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 11/04/2010		2. CONTRACT NO. (If any)		6. SHIP TO: Mary Jo Sellards		
3. ORDER NO. P9815110001		4. REQUISITION/REFERENCE NO. See Lines		a. NAME OF CONSIGNEE ARO - GLBA GLACIER BAY NATIONAL PARK & PRESERVE*		
5. ISSUING OFFICE (Address correspondence to) ARO - ALASKA Regional Office** 240 W 5th Avenue, Room 114				b. STREET ADDRESS P.O. BOX 140 #1 Park Road		
ANCHORAGE AK		99501		c. CITY GUSTAVUS	d. STATE AK	e. ZIP CODE 99826
7. TO:				f. SHIP VIA		
a. NAME OF CONTRACTOR				8. TYPE OF ORDER		
b. COMPANY NAME GUSTAVUS, CITY OF				<input checked="" type="checkbox"/> a. PURCHASE		b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
c. STREET ADDRESS BOX 1				REFERENCE YOUR:		
d. CITY GUSTAVUS				Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
e. STATE AK		f. ZIP CODE 99826-0001		10. REQUISITIONING OFFICE		
9. ACCOUNTING AND APPROPRIATION DATA 2011 - - - 9815 - - 221B - - MZU - - - - -						

11. BUSINESS CLASSIFICATION (Check appropriate box(es))						
<input type="checkbox"/> a. SMALL		<input checked="" type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT Destination		13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 11/14/2011
a. INSPECTION Destination		b. ACCEPTANCE Destination		16. DISCOUNT TERMS		
				10 days %		20 days %
				30 days %		days %

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	SEE LINE ITEM DETAIL ALASKA REGION FFS ON-LINE Date: <u>NOV 4 2010</u>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages)
21. MAIL INVOICE TO: Mary Jo Sellards						
a. NAME ARO - GLBA GLACIER BAY NATIONAL PARK & PRESERVE*						
b. STREET ADDRESS (or P.O. Box) P.O. BOX 140, #1 Park Road						\$4,877.80
c. CITY GUSTAVUS		d. STATE AK		e. ZIP CODE 99826		
SEE BILLING INSTRUCTIONS ON REVERSE						17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)			23. NAME (Typed) Jordan W. Gunn TITLE: CONTRACTING/ORDERING OFFICER			
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 11/04/2010	CONTRACT NO.	ORDER NO. P9815110001
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Trash Pick-up GLBA Trash services will include any of the following; Ash - 14CY - \$31.45 x 14 = \$440.30 Food Waste - 4,500lbs - \$0.15 x 4,500 = \$675.00 Aluminum - 600lbs - \$0.00 Steel Cans - 800lbs - \$0.08 x 800 = \$64.00 Plastics 1&2 - 600lbs - \$0.18 x 600 = \$108.00 Mixed Paper - 5,000lbs - \$0.08 x 5,000 = \$400.00 Scrap Metal - 2,000lbs - \$0.10 x 2,000 = \$200.00 Televisions - 300lbs - \$0.70 x 300 = \$210.00 Sheetrock - 14CY - \$15.75 x 14 = \$220.50 Glass - 7,000lbs - \$0.08 x 7,000 = \$560.00 <div style="text-align: right; margin-right: 20px;"> <i>Start Date</i> <i>End Date</i> 11/15/2010 11/14/2011 </div>	2,877.80	ea	1.000	2,877.80	
0002	Shipping Charges The following shipping charges are applicable to this order; Shipping Charges from Gustavus to Juneau - \$1,000.00 Shipping charges from Juneau - Seattle - \$1,000.00 <div style="text-align: right; margin-right: 20px;"> <i>Delivery Date</i> <i>Start Date</i> <i>End Date</i> 11/14/2011 11/15/2010 11/14/2011 </div> Reference Requisition: R9815110001	2,000.00	ea	1.000	2,000.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$4,877.80

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COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Farsite.hill.af.mil

Clause	Title	Date
52.212-04	Contract Terms and Conditions--Commercial Items	June 2010

2 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS JULY 2010

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C.7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (JUL 2010) (Pub. L. 111-5).

___ (6) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

___ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (8) [Reserved]

___ (9)(i) 52.219-6, Notice of Total Small Business Set- Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (iv) Alternate III (JUL 2010) of 52.219-9.

___ (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

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- (14) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
 (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 (ii) Alternate I (JUNE 2003) of 52.219-23.
 (16) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
 (17) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
 (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f).
 (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
 (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
 (21) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
 (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
 (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
 (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
 (25) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
 (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
 (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
 (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 (29) 52.223-15, Energy Efficiency in Energy- Consuming Products (DEC 2007) (42 U.S.C. 8259b).
 (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 (ii) Alternate I (DEC 2007) of 52.223-16.
 (31) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).
 (32)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
 (ii) Alternate I (JAN 2004) of 52.225-3.
 (iii) Alternate II (JAN 2004) of 52.225-3.
 (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
 (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C.5150).
 (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
 (40) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
 (41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
 (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
 (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
 (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services— Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to ment of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

RFQ# RM-FY11-03SP Snow Plowing

Opening Date: October 22, 2010

Bid Opening Time: ~~4:00PM~~ 4:20PM

Number of Bids Received: 1

Contractor Name: Glacier Bay Construction Inc.

Amount of Bid: \$21,125⁰⁰

Contractor Name: _____

Amount of Bid: _____

Signature: [Handwritten Signature]

Date: 10/22/10

Issue Date: October 7, 2010RM-FY11-03SPAnnual Maintenance--Snowplowing Winter of 2010-2011****BID SCHEDULE****

SPEC. ITEM #	PAY ITEM	ESTIMATED QUANTITY	PAY UNIT	UNIT COST	TOTAL COST
215	ROAD SYSTEM SNOW PLOWING	100	MILE	140 ⁰⁰	14,000 ⁰⁰
215	GUSTAVUS LIBRARY PARKING	5	EACH	200 ⁰⁰	1000 ⁰⁰
215	LANDFILL ACCESS AND PARKING	5	EACH	150 ⁰⁰	750 ⁰⁰
215	CITY HALL ACCESS AND PARKING	5	EACH	150 ⁰⁰	750 ⁰⁰
215	FIRE HALL ACCESS	5	EACH	100 ⁰⁰	500 ⁰⁰
215	COMMUNITY CHEST PARKING	5	EACH	100 ⁰⁰	500 ⁰⁰
215	GUSTAVUS CLINIC DRIVE AND PARKING	5	EACH	225 ⁰⁰	1125 ⁰⁰
215	BOAT HARBOR AREA (see map)	5	EACH	500 ⁰⁰	2500 ⁰⁰
TOTAL (SUM OF TOTAL COST COLUMN)					\$21,125 ⁰⁰

Please provide hourly equipment rates for snow equipment you have available.

Equipment Description

Hourly Rate

JD 570A Motor Grader140⁰⁰10-wheel plow truck140⁰⁰JD3105G Backhoe/loader w/snow pusher140⁰⁰Mustang skid loader w/snow pusher110⁰⁰Caterpillar D3B Dozer140⁰⁰

 Original Signature

Glacier Bay Construction Inc.
 Contractor's Name (print or type)

Kenneth J. Marchbanks/Sec.
 Name/Title (print or type)

PO Box 389
 Address

907-209-0514
 Telephone Number

Gustavus AK 99826
 City, State, Zip
Alaska Business License No. 30143

**City of Gustavus, Alaska
Ordinance No. FY11-14NCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF
GVFD 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			
Postage & Shipping	\$ 200.00	\$ 400.00	+\$ 200.00
Stipend	\$ 2,500.00	\$ 2,300.00	-\$ 200.00

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: November 11, 2010

DATE OF PUBLIC HEARING: December 9, 2010

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

Jim Mackovjak, Mayor

Attest: Kapryce Manchester, CMC
City Clerk

Issue Date: June 11th, 2010
RFQ GCN-FY11-1 Gustavus Communications Tower

Bid Sheet for the Gustavus Communications Tower RFQ

A complete Scope of Service (SOS) may be found within the Request for Quotes (RFQ) document. Bidders are to examine the entire RFQ and the SOS prior to providing Bids for the below mentioned services. This Bid Sheet and the RFQ together will become the binding contract between the City of Gustavus and the lowest responsive, responsible bidder.

Bidders are to provide on this document a total bid amount:

Total Bid Amount for completion of the entire Scope of Services

\$ 28,671.25

This RFQ bid sheet will be the sole measure to evaluate and determine the winning bid for the project through the method described in the RFQ. All Bids must be clear and legible. The Signature on this bid sheet must be an original.


Original Signature

Galacier Bay Construction, Inc.
Contractor's Name (print or type)

Kenneth S. Marchbanks, Sec.
Name/Title (print or type)

PO Box 389
Address

907-209-0514
Telephone Number

Gustavus AK 99826
City, State, Zip

30143
Alaska Business License No.

Not visible on current permit
City Business License No.

Acceptance of bid and awarding of contract are by these officials of the City of Gustavus.

Mayor, City of Gustavus

**CITY OF GUSTAVUS, ALASKA
ORDINANCE FY11-05NCO**

**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			
City Reserve	\$15,000.00	\$23,672.00	+\$8,672.00
TOTAL INCOME	\$59,654.00	\$68,326.00	+\$8,672.00
EXPENSE			
Capital Expense – Tower Construction	\$20,000.00	\$28,672.00	+\$8,672.00
TOTAL EXPENSE	\$59,654 .00	\$68,326.00	+\$8,672.00

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: October 14th, 2010

DATE OF PUBLIC HEARING: November 11th, 2010

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

Jim Mackovjak, Mayor

Attest: Kapryce Manchester, CMC
City Clerk

**CITY OF GUSTAVUS, ALASKA
ORDINANCE FY11-06NCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE
AMENDMENT OF THE GUSTAVUS VOLUNTEER FIRE DEPARTMENT
(GVFD) 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			
Donations	\$ 0.00	\$ 13.00	+ \$ 13.00
Fundraising	\$ 1,046.00	\$ 3,282.00	+ \$ 2,236.00
TOTAL INCOME	\$109,327.00	\$111,576.00	+ \$ 2,249.00
EXPENSE			
Fundraising	\$ 1,232.00	\$ 3,481.00	+ \$ 2,249.00
TOTAL EXPENSE	\$109,327.00	\$111,576.00	+ \$ 2,249.00

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: October 14th, 2010

DATE OF PUBLIC HEARING: November 11th, 2010

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

Jim Mackovjak, Mayor

Attest: Kapryce Manchester, CMC
City Clerk

**CITY OF GUSTAVUS, ALASKA
ORDINANCE NO. FY11-07**

**AN ORDINANCE OF THE CITY OF GUSTAVUS AMENDING SECTION 5.90.060(c),
OF THE ELECTION PAMPHLETS ORDINANCE**

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

- Section 1.** Classification: This ordinance is of a permanent nature and is intended to be part of the Gustavus municipal code.
- Section 2.** Severability: If any provisions of this ordinance or any application thereof to any person or circumstances is held invalid, the remainder of this ordinance and its application shall not be affected thereby.
- Section 3.** Purpose and findings: In the original 5.90.060(c) section, the pro and con statements were due to the City Clerks at the same time the election pamphlets were also due for distribution. More time is needed between the deadline for receiving pro and con statements and the distribution of the election pamphlets. This ordinance seeks to correct this situation by making the pro and con statements due 5 days before the election pamphlet distribution deadline.
- Section 4.** Enactment: Now therefore be it enacted by the Gustavus City Council that the following text in City ordinance 5.90.060(c) Election Pamphlets – Pro and Con Statements be amended as follows. **Bolded** items are additions, and ~~strikethroughs~~ are deletions.

Section 5.90.060 Pro and Con Statements

- c. Pro and con statements must be received by the City Clerk at least ~~30~~ **35** days prior to the election. If a pro or con statement has not been received before the deadline, the election pamphlet shall contain the statement “No [pro/con] statement was received prior to election pamphlet distribution deadline.”

- Section 5.** Effective Date: This ordinance becomes effective upon its adoption by the Gustavus City Council.

DATE OF PUBLICATION: October 14th, 2010

DATE OF PUBLIC HEARING: November 11th, 2010

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

Jim Mackovjak, Mayor

Attest: Kapryce Manchester, CMC
City Clerk

**CITY OF GUSTAVUS, ALASKA
ORDINANCE FY11-08NCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE
AMENDMENT OF THE ROAD COMMITTEE 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 Commttee Funds	\$ 94,000.00	\$124,000.00	+\$ 30,000.00
EXPENSE			
Payroll	\$ 0.00	\$ 4,000.00	+\$ 4,000.00
Road Maintenance	\$ 50,000.00	\$ 75,000.00	+\$ 25,000.00
Insurance	\$ 0.00	\$ 1,000.00	+\$ 1,000.00

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: October 14th, 2010

DATE OF PUBLIC HEARING: November 11th, 2010

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

Jim Mackovjak, Mayor

Attest: Kapryce Manchester, CMC
City Clerk

**City of Gustavus, Alaska
Ordinance No. FY11-10NCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF
THE SPECIAL BEACH COMMITTEE 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					
City Reserve	\$ 0.00	\$ 500.00	+\$	500.00	
TOTAL INCOME	\$ 0.00	\$ 500.00	+\$	500.00	
EXPENSE					
Postage & Shipping	\$ 0.00	\$ 500.00	+\$	500.00	
TOTAL EXPENSE	\$ 0.00	\$ 500.00	+\$	500.00	

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: October 28, 2010

DATE OF PUBLIC HEARING: November 11, 2010

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

Jim Mackovjak, Mayor

Attest: Kapryce Manchester, CMC
City Clerk

Kapryce Manchester

From: Nathan Borson [nate@borson.net]
Sent: Wednesday, October 20, 2010 9:43 PM
To: CityGCN
Cc: Jim Mackovjak (City Council); Kapryce Manchester
Subject: Request for conflict of interest determination

Follow Up Flag: Follow up
Flag Status: Blue

Dear City Folks:

As you know, I have been working for a decade or so to promote a community-wide broadband network for Gustavus. As I begin the next round in this effort (re-design and CIP request) I realize I have multiple potential conflicts of interest in this matter and I wish to address these before proceeding.

Please analyze the following statement of potential conflicts and proposed resolutions and let me know whether the city concurs with my assessment and proposed action. I'm not sure who or how the city will make this determination; maybe your attorney needs to answer this question.

1) The city's interest

My best understanding is that the City of Gustavus, in accordance with the 2005 strategic plan, GCN advisory committee recommendations, results from a 2008 public survey conducted by DCCED, and 2010 majority vote in favor of city financing of broadband, seeks to further the public interest by promoting a community-wide broadband network to improve public health and safety, boost economic development, and enhance quality of life. The city has a minor secondary interest in keeping its operating expenses as low as possible by purchasing its Internet access from a provider who can deliver the best possible service at the lowest possible cost. Whether the city and public interest are best served by keeping the Internet provider public versus privatizing it is hotly debated.

2) My multiple financial interests

2a) I am one-third owner of Corvid Computing (Corvid), which administers the Gustavus Community Network (GCN) for the city under contract. The contract stipulates that Corvid perform certain customer service and account management functions in exchange for 9% of gross customer payments to GCN.

Corvid also seeks another contract to perform maintenance and operation of the network for another percentage of gross payments, but GCN has insufficient revenues to professionalize M&O, which are currently performed mostly on a volunteer basis by me and the other Corvid owners. GCN does pay Corvid for some upgrades and repairs on a case-by-case basis.

2b) I have stated on several occasions that I would probably be involved with some entity submitting a bid or proposal to the city should an opportunity arise to either build a broadband network for the city or take over the community network from the city and expand broadband coverage as a private business.

2c) Should the city build a community-wide broadband network, there will likely be a business opportunity for project management or other non-construction consulting services for which Corvid might compete.

3) Potential conflicts between 1) and 2)

3a) Administering GCN in a manner that increases its revenues has a direct benefit to Corvid and me. Expanding GCN by building a community-wide broadband network could increase GCN revenues by a factor of 2 to 10. This would result in a corresponding increase in payments under the existing GCN administration contract, and would also allow GCN to professionalize maintenance and operations, resulting in another business opportunity for which Corvid would compete. Therefore, designing a broadband network, promoting it, and writing grant applications in my capacity as GCN co-administrator has a potential direct and substantial ongoing financial benefit to Corvid and me.

3b) If efforts to design and fund a community-wide broadband network were fruitful, and if I were to compete for the business opportunity to build the network, I could receive substantial financial benefit from the one-time construction of the network.

3c) If efforts to design and fund a community-wide broadband network were fruitful, and if I or Corvid were to compete for the business opportunity to manage the project, I could receive substantial financial benefit from the one-time construction of the network.

4) Proposed resolution of conflicts

4a) I propose no action to resolve conflict resulting from the GCN Administration contract with Corvid Computing because I do not see a conflict of interest in this case. The city and public interest are closely aligned with Corvid's and my financial interest in this regard -- we both potentially benefit from development a community-wide broadband network and professionalizing its maintenance and operations, and we both benefit from keeping the community network public. I propose to continue working on development of the broadband network on the city's behalf, including preparing CIP or other grant funding requests.

4b) I propose to declare that I will not compete to construct a broadband network because there is a conflict between designing and seeking funding for the network versus building it. Namely, I would have an incentive to design a network to maximize profit for the contractor building the network instead of designing to maximize the value to the public, and I would have an incentive to design the network I am best qualified to build. I also propose to declare that I would not compete to take over ownership of GCN if the city sought to privatize it because the prospect of owning the network constitutes an incentive to maximize that opportunity. Forgoing both opportunities also makes it possible for Corvid to represent the city to other vendors or contractors with whom it might otherwise compete to build a broadband network for the city or take over GCN. "I" in this sense means me as an individual, and also any business in which I have a financial interest.

4c) I propose no action to resolve conflict resulting from the potential opportunity to provide project management or other consulting services to the city of Gustavus. I do not see a conflict arising between work to design, promote and fund a broadband network, nor administering the network under the current contract, versus competing to provide project management services should that opportunity arise. Corvid would represent the city in a fiduciary capacity in all cases, would openly compete for the opportunity to manage the project, and has a negligible opportunity to advance its interests over the city or other parties in this case.

Sincerely,

Nate

Nathan Borson, Co-Owner

Corvid Computing

<http://corvid.info>

+1 (907) 697-2810

Download my VCard:

<http://borson.net/nate.vcf/download>