



CITY OF GUSTAVUS

CITY COUNCIL GENERAL MEETING

Monday, October 09, 2023 at 7:00 PM
In Person at Gustavus City Hall and Via Zoom

COUNCIL MEMBERS

Mayor Mike Taylor
Vice Mayor Kyle Bishop
Council Members: Janene Driscoll, Jim Mackovjak
Tania Lewis, Shelley Owens, Brian Taylor

CITY HALL

City Administrator – Kathy Leary
City Clerk – Liesl Barker
City Treasurer – Ben Sadler
Phone: 907-697-2451 | clerk@gustavus-ak.gov

AGENDA

DRAFT 10/9/2023 General Meeting Agenda and Packet

ROLL CALL

Reading of the City of Gustavus Vision Statement

1. Swearing in of New Council Members Seats C and D
2. Council Election of Mayor
3. Council Election of Vice Mayor

APPROVAL OF MINUTES

4. 09-11-2023 General Meeting Minutes.

MAYOR'S REQUEST FOR AGENDA CHANGES

COMMITTEE / STAFF REPORTS

5. Gustavus Volunteer Fire Department Quarterly Report
6. Gustavus City Clerk Quarterly Report
7. Gustavus Marine Facilities Quarterly Report
8. City Treasurer Monthly Financials
9. City Administrator Report

PUBLIC COMMENT ON NON-AGENDA ITEMS

CONSENT AGENDA

10. FY24-XX Introduction Providing for the Amendment of The City Held Accounts in FY24 (Public Hearing 11/13/23)

ORDINANCE FOR PUBLIC HEARING

11. FY24-06 Amendments to Title 3 - Personnel, Chapter 3.05, Section 3.05.010 and Section 3.05.020 (Introduced 09-11-2023)

UNFINISHED BUSINESS

NEW BUSINESS

12. Award RFQ- FY24-02 - Emergency Gravel Stockpile
13. Contract Extension of RFQ FY23-01RM for Snow Removal
14. FY24-XXNCO AMLIP Reserve (Public Hearing 11-13-2023)
15. FY24-XXNCO Capital Current Transfer (Public Hearing 11-13-2023)
16. Motion to Write-Off Ambulance Bad Debt from 2020-2022

CITY COUNCIL REPORTS

18. Mayor's Report

CITY COUNCIL QUESTIONS AND COMMENTS

PUBLIC COMMENT ON NON-AGENDA ITEMS

EXECUTIVE SESSION

ADJOURNMENT

POSTED ON: Month Day, 202X at P.O, Library, City Hall & <https://cms.gustavus-ak.gov/>

ADA NOTICE

Any person with a disability who requires accommodations in order to participate in this meeting should telephone the City Clerk's office at (907) 697-2451, at least 48 hours prior to the meeting in order to make a request for a disability related modification or accommodation.

VISION STATEMENT

We envision a distinctive community:

- *That prospers while and by protecting its natural resources;*
- *With a sustainable economy and infrastructure that assures public health and safety while promoting personal development and initiative; and*
- *Where all members take social responsibility and actively participate in decision making affecting growth, development, regulation and enforcement; and*
- *In which people retain a closeness with and caring for each other individually and collectively while working together to accomplish community goals and preserve community traditions.*



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MINUTES PENDING

ROLL CALL

PRESENT

Mayor Mike Taylor
Council Member Tania Lewis
Council Member Jim Mackovjak
Council Member Brian Taylor
Council Member Janene Driscoll
Council Member Shelley Owens

ABSENT

Vice Mayor Kyle Bishop

Reading of the City of Gustavus Vision Statement

Council Member, B. Taylor read the City of Gustavus Vision Statement.

APPROVAL OF MINUTES

- 08-14-2023 General Meeting Minutes

Motion made by Mayor Taylor to approve by unanimous consent the 08/14/2023 General Meeting Minutes.

Seconded by Council Member Taylor

Hearing no objections, the minutes are approved by unanimous consent.

MAYOR'S REQUEST FOR AGENDA CHANGES

There were no agenda changes.

Hearing no objections, Mayor Taylor announced the agenda set as presented by unanimous consent.

COMMITTEE / STAFF REPORTS

- Gustavus Public Library Quarterly Repot

Gustavus Public Librarians provided a written report and Library Services Director, LeAnn Weikle provided an oral summary.

3. Treasurer Monthly Financials

City Treasurer, Ben Sadler submitted monthly financial reports and was available to answer questions.

4. City Administrator Report

City Administrator, Kathy Leary provided an oral report summary.

PUBLIC COMMENT ON NON-AGENDA ITEMS

None

CONSENT AGENDA

None

ORDINANCE FOR PUBLIC HEARING

5. FY24-03NCO Capital Project Funding to AMLIP Reserve (Introduced 08-14-2023)

Mayor Taylor opened the Public Hearing at 7:45P.M.

Public Comment: None

Mayor Taylor closed Public Hearing at 7:45P.M.

Motion made by Council Member Mackovjak to pass an ordinance for the City of Gustavus providing for the amendment of the city held accounts for the fiscal year 2024 it is ordinance FY24-03NCO Capital Project Funding to AMLIP Reserve as introduced on 08-14-2023.

Seconded by Council Member Taylor.

Council Comment: None

Voting Yea: Mayor Taylor, Council Member Lewis, Council Member Mackovjak, Council Member Taylor, Council Member Driscoll, Council Member Owens

6. FY24-04NCO AMLIP FY24 R&R (Introduced 08-14-2023)

Mayor Taylor opened the Public Hearing at 4:49P.M.

Public Comment: None

Mayor Taylor closed Public Hearing at 7:49P.M.

Motion made by Council Member Lewis to adopt FY24-04NCO AMLIP FY24 R&R as introduced on 08-14-2023.

Seconded by Council Member Owens.

Council Comment: None

Voting Yea: Mayor Taylor, Council Member Lewis, Council Member Mackovjak, Council Member Taylor, Council Member Driscoll, Council Member Owens

7. FY24-05NCO AMLIP Gravel Pit Fund (Introduced 08-14-2023)

Mayor Taylor opened the Public Hearing at 7:51 P.M.

Public Comment: None

Mayor Taylor closed Public Hearing at 7:52P.M.

Motion made by Council Member Owens to adopt FY24-05NCO AMLIP Gravel Pit Fund as introduced on 08-14-2023.

Seconded by Council Member Lewis.

Council Comment: None

Voting Yea: Mayor Taylor, Council Member Lewis, Council Member Mackovjak, Council Member Taylor, Council Member Driscoll, Council Member Owens

UNFINISHED BUSINESS

None

NEW BUSINESS

8. Swearing in of City Clerk, Liesl Barker

Acting City Clerk, Karen Platt performed the swearing in of Liesl Barker as the new Gustavus City Clerk.

9. CY23-10 Establishing Policy and Procedure for Restricted Funds and AMLIP Account Management

Motion made by Council Member Taylor to approve Resolution CY23-10 Establishing Policy and Procedure for Restricted Funds and AMLIP Account Management

Seconded by Council Member Driscoll.

Public Comment: None

Council Comment:

Council Member B. Taylor

Council Member T. Lewis

Mayor M. Taylor

Council Member S. Owens

Voting Yea: Mayor Taylor, Council Member Lewis, Council Member Mackovjak, Council Member Taylor, Council Member Driscoll, Council Member Owens

10. CY23-11 Resolution Appointing Election Officials for the 2023 Municipal Election

Motion made by Council Member Lewis to adopt Resolution CY23-11 Resolution Appointing Election Officials for the 2023 Municipal Election

Seconded by Council Member Taylor.

Public Comment: None

Council Comment: None

Voting Yea: Mayor Taylor, Council Member Lewis, Council Member Mackovjak, Council Member Taylor, Council Member Driscoll, Council Member Owens

11. FY24-06 Amendments to Title 3 - Personnel, Chapter 3.05, Section 3.05.010 and Section 3.05.020 (Public Hearing 10-09-2023)

Motion made by Mayor Taylor to approve the introduction of FY24-06 Amendments to Title 3 - Personnel, Chapter 3.05, Section 3.05.010 and Section 3.05.020 with a Public Hearing taking place on 10-09-2023.

Seconded by Council Member Mackovjak.

Public Comment: LeAnn Weikle

Council Comment: None

Voting Yea: Mayor Taylor, Council Member Lewis, Council Member Mackovjak, Council Member Taylor, Council Member Driscoll, Council Member Owens

12. CY23-12 Updating The Benefits Policy And Procedure For Eligible Regular Position Employees

Motion made by Council Member Driscoll to adopt Resolution Updating The Benefits Policy And Procedure For Eligible Regular Position Employees.

Seconded by Council Member Lewis.

Public Comment: LeAnn Weikle

Council Comment:

Council Member: J. Driscoll

Council Member: B. Taylor

Mayor M. Taylor

Council Member T. Lewis

Voting Yea: Mayor Taylor, Council Member Lewis, Council Member Mackovjak, Council Member Taylor, Council Member Driscoll, Council Member Owens

CITY COUNCIL REPORTS

13. Mayors Report

Mayor Taylor commented on the upcoming election review committee meeting on October 6th, 2023 at 6pm.

CITY COUNCIL QUESTIONS AND COMMENTS

Council Member T. Lewis

Council Member S. Owens

Mayor Taylor

Council Member Taylor

PUBLIC COMMENT ON NON-AGENDA ITEMS

Susan Warner - appreciation for holding meetings over zoom

EXECUTIVE SESSION

None

ADJOURNMENT

With no further business and hearing no objections, the meeting was adjourned at 9:28 P.M.

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**CITY OF GUSTAVUS, ALASKA
ORDINANCE FY24-06**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE
AMENDMENT OF CITY ORDINANCE TITLE 3-PERSONNEL CHAPTER 3.05 – EMPLOYEE
BENEFITS, SECTION 3.05.010 – CITY OF GUSTAVUS BENEFITS POLICY, SECTION
3.05.020 - HOLIDAYS**

BE IT ENACTED BY THE GUSTAVUS CITY COUNCIL AS FOLLOWS:

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

~~Strikethrough~~ words indicate deleted and **underlined** words are additions.

Chapter 3.01 - GENERAL PROVISIONS AND DEFINITIONS

Section 3.01.010 - Statement of purpose.

- (a) It is the purpose of this title to establish a system of personnel administration based on merit and professional methods of recruitment, selection, employment, promotion, transfer, removal, and discipline of personnel, both employed and voluntary, and to establish other conditions of employment with the City of Gustavus. Toward that end, the city intends:
- (1) To recruit, select, advance and compensate employees on the basis of merit and relative qualifications, ability, knowledge and skills, including open consideration of qualified applicants for appointment;
 - (2) To assure fair treatment in all aspects of personnel administration without regard to political affiliation, race, color, national origin, age, sex, sexual orientation, gender identity, religion, marital or veteran status, ancestry, disability or other legally-protected status;
 - (3) To provide employment subject to the city's need to accomplish work, availability of funds, and continued effective performance and acceptable conduct of the employees;
 - (4) To enable efficient work by all city employees through personnel administration, with systems for assigning employee duties, responsibilities and authority, job-related training, supervision and performance appraisal, appropriate compensation including pay and benefits, and recognition for exceptional service; and
 - (5) To inform employees of their rights, benefits and responsibilities.

Section 3.01.020 - Definitions.

- (a) *Department*: An administrative or functional division of the municipality established by ordinance.
- (b) *Discharge*: The involuntary employment termination initiated by the city.

- (c) *Employee*: A person working for the city for wages or salary in a regular or temporary position.
- (d) *Exempt position*: Exempt positions are exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act.
- (e) *Grievance*: Any dispute initiated by an employee or a group of employees involving the interpretation, application or alleged violation of any section of this title, except for disputes that are expressly excluded from the grievance procedure.
- (f) *Layoff*: The involuntary employment termination initiated by the city council for non-disciplinary reasons.
- (g) *Nonexempt position*: Nonexempt positions are not exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and similar State of Alaska law.
- (h) *Overtime*: Any time worked by a nonexempt employee in excess of forty (40) hours per week.
- (i) *Position*: A group of duties and responsibilities that require the services of an employee on a part-time or full-time basis.
- (j) *Position description*: A position description (PD) is a structured document assigning work to a given position as it is expected to be performed after customary orientation and training. It identifies the typical duties and responsibilities of the position, including the typical education, training and skills required to perform the typical duties and responsibilities of the position. It also describes how the position relates to other positions within and outside the department. The PD will describe the permanent duties and responsibilities that are assigned to and performed by the position; however, PDs are not intended to cover every kind of work assignment a position may have. Rather, PDs cover those work assignments that are predominant, permanent and recurring. Position descriptions will be the basis for employee performance evaluations.
- (k) *Regular position*: A regular position is a full-time (forty (40) hours per week, or two thousand eighty (2,080) hours per year) or a part-time (less than forty (40) hours per week, or less than two thousand eighty (2,080) hours per year) year-around position. Actual work hours each week may vary with season or with work load. Employees holding regular positions may qualify for or access City of Gustavus benefit programs.
- (l) *Resignation*: The voluntary separation from city employment initiated by an employee.
- (m) *Supervisor*: The mayor, city administrator, or an employee in a regular position whose position description includes specific supervisory duties or who has been assigned supervision of temporary employees for a specific project or function.
- (n) *Temporary position*: A temporary position is one in which an employee is hired as an interim replacement, or to supplement temporarily the work force on a seasonal or other basis, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employees in temporary positions are not eligible for City of Gustavus benefits programs.
- (o) *Termination*: An involuntary separation by the city of an employee from city employment due to reductions in force due to budgetary considerations; or, an involuntary disciplinary separation by the city of an employee from city employment.
- (p) *Volunteers*: Volunteers are individuals providing services or labor to the city for no compensation and who are not entitled to any pay or benefits. Gustavus Volunteer Fire Department firefighters and emergency medical responders on a current roster are volunteers; however, they may be entitled to workers' compensation insurance coverage.
- (q) *Workplace*: Any premises owned, leased, or otherwise managed by the City of Gustavus, including, but not limited to, real property, rights of way, easements, facilities, buildings, rooms, vehicles and equipment, used for the performance of city work by city employees.

Section 3.01.030 - Severability.

If any section or subsection of this title shall at any time be illegal or unenforceable, the remaining provisions shall not be affected thereby and shall remain valid and enforceable to the extent permitted by law.

Chapter 3.02 - BASIC EMPLOYMENT PROVISIONS

Section 3.02.010 - At-will employment.

The City of Gustavus is an "at-will" employer.

Section 3.02.020 - Equal employment opportunity.

- (a) In order to provide equal employment and advancement opportunities to all individuals, employment decisions of the City of Gustavus will typically be based on merit, qualifications, and abilities. The City of Gustavus shall not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or on any other basis that is prohibited by federal, state, or local law.
- (b) This policy governs all aspects of employment including selection, job assignment, compensation, discipline, termination, and access to benefits and training.
- (c) An employee may not be discharged, threatened or otherwise discriminated against regarding the employee's compensation, terms, conditions, location, or privileges of employment for reporting suspected or actual discrimination governed by (a) and (b) of this section.
- (d) An employee may not be discharged, threatened or otherwise discriminated against regarding the employee's compensation, terms, conditions, location, or privileges of employment for any reason outlined in AS 39.90.100 regarding protection for whistleblowers.
- (e) Although employment decisions may be based on merit, qualifications, and abilities, employment with the City of Gustavus remains at all times at-will employment.

Section 3.02.030 - Hiring of relatives.

- (a) No persons may be employed in a position supervised by a relative. If an employee and the employee's supervisor should marry or enter a relationship similar to marriage, they shall elect which employee may continue with the department and which employee shall terminate or transfer.
- (b) For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Section 3.02.040 - Immigration law compliance.

- (a) The City of Gustavus is committed to employing only United States citizens and aliens who are authorized to work in the United States.
- (b) In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

Chapter 3.03 - RECRUITMENT PROCEDURES

Section 3.03.010 – Position vacancies and publicity.

- (a) In order to attract an adequate number of candidates for present or anticipated vacancies and to ensure that present employees are informed of opportunities to apply for vacant positions, the mayor, or the mayor's designee, will publish or post notice of position vacancies as follows:
- (1) Position vacancy announcements shall be posted in at least three (3) public places within the City of Gustavus, to include the council chambers, for a minimum of ten (10) days.
 - (2) At the mayor's discretion, positions may also be advertised by using any, or any combination of, state or other employment services, or by using any print or electronic media including but not limited to newspapers and relevant professional or trade publications.
 - (3) All position vacancy notices shall include at least the following:
 - (A) The position title, employment category, essential responsibilities, job qualifications and requirements, the time, place and manner of completing applications, the application deadline, pay rate or salary range, employment category, and other pertinent information.
 - (B) Notice that all positions are located within the City of Gustavus and all work will be conducted in the City of Gustavus, unless the employee is on an authorized business or training trip or is authorized to conduct business while on approved absence.
 - (C) An equal opportunity statement.
 - (D) A statement that reasonable accommodation to facilitate the submission of an application is available on request.
- (b) Publicity for all position vacancies shall be conducted for a sufficient period of time to ensure reasonable opportunity for persons to apply and to be considered for employment. Position vacancies shall be formally announced for at least ten (10) working days prior to the closing date for filing applications. The position may remain open until a qualified candidate is found.

([Ord. No. FY15-04, § 3, 8-11-2014](#))

Section 3.03.020 - Employment application form.

- (a) To ensure consistency and completeness in the application process, all applicants for employment in regular positions with the City of Gustavus will fill out the City of Gustavus Employment Application Form, adopted and amended by motion by the city council.
- (b) All advertisements and postings of vacant positions shall contain a position description or provide directions for obtaining a position description.
- (c) Application forms shall not elicit any information concerning race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or any other information that is prohibited by federal, state, or local law.
- (d) Persons who for reasons of physical or mental disability are unable to complete the application in its regular form, may request reasonable accommodation in the application process.

Section 3.03.030 - Certification statement.

To be considered for employment, an applicant must include, as part of the applicant's application for employment, a signed and dated certification that states as follows:

I certify that the information I have entered on this form is true and complete to the best of my knowledge. I have read and understand the position description for this job, a copy of which is attached to and made a part of this application. I believe that I am qualified to assume and perform the duties and responsibilities of this position. I understand that if I deliberately conceal or enter false information on this form, that I may be removed from my job; that nothing contained in this employment application or in the granting of an interview is intended to create a contract between me and the City of Gustavus for either employment or the provision of any benefits; that information in this application will become part of the public record; and that for the purpose of this certification, a photocopy of my original signature shall have the same force and effect as my original signature. I hereby authorize the City of Gustavus, or its agents, to contact the references I provided as part of this application to obtain additional information relevant to my position-related background, education, skills and abilities. I understand that, prior to making any offer of employment, the City of Gustavus may request my authorization to conduct a confidential background check to obtain additional information relevant to this employment application.

Chapter 3.04 - EMPLOYMENT STATUS AND RECORDS

Section 3.04.010 - Employment categories.

The City of Gustavus recognizes the following categories of employment:

- (a) *Nonexempt or exempt.* Each position is designated as either nonexempt or exempt from federal and state wage and hour laws. Nonexempt positions are not exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act. Exempt positions are exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and any similar State of Alaska law. A position's exempt or nonexempt classification may be changed only upon written notification by the Mayor of the City of Gustavus and after first confirming compliance with federal and state law.
- (b) *Regular or temporary.* In addition to the above categories, each employee will belong to one (1) of the following employment categories:
 - (1) *Regular position.* A regular position is a full-time or a part-time year-around position. Actual work hours each week may vary with season or with work load. Employees holding regular positions may qualify for or access City of Gustavus benefit programs. An employee entering a regular position for the first time with the city must complete a probationary period, after which the employee may be eligible for the City of Gustavus benefit programs as set forth in the City of Gustavus Benefits Policy, as amended. Completing a probationary period only impacts an employee's eligibility for benefits and does not alter his or her status as an employee at-will.
 - (A) *Regular full-time.* A regular full-time position is one in which the work required is expected to constitute forty (40) hours per week, or two thousand eighty (2,080) hours per year.
 - (B) *Regular part-time.* A regular part-time position is one in which the work required is expected to constitute fewer than forty (40) hours per week, or fewer than two thousand eighty (2,080) hours per year.
 - (2) *Temporary position.* Employment assignments in this category are of limited duration. A temporary position is one in which an employee is hired as an interim replacement, or to supplement temporarily the work force on a seasonal or other basis, or to assist in the completion of a specific project. Employment beyond the initially stated period, which first must be approved in writing by the mayor, does not in any way imply a change in employment status.

While temporary employees receive all legally-mandated benefits (such as workers' compensation insurance and social security), they are ineligible for all the other benefit programs offered by the City of Gustavus.

- (c) The employment categories set forth in this section do not guarantee employment for any specified period of time. No employee shall have any right to continued employment in any particular position. The city council may, in its sole and exclusive discretion, eliminate any position for any reason including, but not limited to, lack of work, lack of funds, departmental reorganization, or reassignment of duties.

Section 3.04.020 - Position descriptions.

- (a) The City of Gustavus will prepare and maintain current position descriptions for all regular full-time and regular part-time positions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing appropriate compensation levels and hiring criteria, and setting standards for employee performance evaluations.
- (b) The mayor and/or city administrator will prepare, subject to council approval by motion, position descriptions for all regular full-time and regular part-time positions.
- (c) The mayor and/or the city administrator will review all position descriptions at least annually to determine whether they are current and reflect the existing needs of the city. Further, the mayor will review the position description of any vacant position to determine whether it is current and reflects the existing needs of the city prior to recruiting to fill that vacancy. The mayor and/or city administrator will prepare, subject to council approval by motion, any revisions to position descriptions.
- (d) A position description will include the following:
- (1.) Elements of the position description:
 - Position title;
 - Exempt or nonexempt under Fair Labor Standards Act;
 - Based at (city department or functional unit);
 - Position reports to;
 - Position purpose summary (ideally one (1) sentence);
 - Essential duties and responsibilities;
 - Supervisory responsibilities (if any);
 - Hours of work;
 - Required or desired minimum qualifications (education, training, experience, specific abilities or skills, etc.);
 - Special requirements (licenses, certificates, endorsements, etc.);
 - Physical demands (including tools used);

(2.) Work environment:

(A) Description of typical work environment for the position.

(B) The typical location(s) in the City of Gustavus where the work will take place.

The examples of duties and responsibilities included in this position description are intended only as illustrations of the various types of work typically performed. The omission of specific statements of duties and responsibilities does not exclude them from the position if the work is similar, related or a logical assignment to the position. This position description does not constitute an employment agreement between the City of Gustavus and an applicant for the position or an employee holding the position. The position description is subject to change by the City of Gustavus, in its sole discretion, as the needs of the city and requirements of the position change.

Section 3.04.030 - Probationary period for regular positions.

- (a) The probationary period provides new and newly-transferred or promoted employees with an on-the-job orientation and training period. During the probationary period, the mayor and/or city administrator and the supervisor will review, guide, direct, provide necessary on-the-job orientation and training, examine, evaluate and monitor the conduct, capacity, efficiency, skill, responsibility, integrity, and effectiveness of the probationary employee to determine whether the employee is fully qualified for employment in the position to which the employee has been appointed.
- (b) Length of probationary period.
 - (1) The probationary period for a regular position is typically six (6) calendar months; however, the actual length of the probationary period shall be set by the mayor/city administrator with the supervisor in writing at the time of employment and shall be based upon an assessment of the employee's qualifications for and readiness to assume the full duties and responsibilities of the position. Probationary period may be shortened if, in the opinion of the Supervisor, City Administrator, and Mayor the employee has satisfied the purpose of probation.
 - (2) If the mayor/supervisor determines that the designated probationary period does not allow sufficient time to evaluate thoroughly the employee's performance, the mayor/supervisor, in his/her sole discretion, may extend the probationary period once, in writing, for a specified period not to exceed three (3) months.
- (c) At the conclusion of the initial or the extended probationary period, the mayor/supervisor will prepare a written evaluation of the employee's performance in the position.
 - (1) If at any time during the probationary period the mayor/supervisor determines that the employee does not satisfactorily meet the requirements of the job for any reason, the city may terminate the probationary employee from that position.
 - (2) If the employee satisfactorily meets the requirements of the job, the mayor will provide written notice to the employee that the employee has successfully completed the probationary period.
- (d) Although the City of Gustavus imposes a probationary period for purposes of training and evaluation, the city remains at all times an "at-will" employer.

Section 3.04.040 - Personnel files.

- (a) The City of Gustavus will maintain a personnel file on each employee. The personnel file will include such information as the employee's job application form, position description(s), records of training, documentation of performance appraisals and wage adjustments, timesheets and payroll records, and other employment records.
- (b) Personnel files are the property of the City of Gustavus and are considered confidential to the extent allowable by law. Accordingly, the city shall restrict access to an employee's personnel file to the mayor, the employee's direct supervisor, the employee accessing his or her own personnel file, the city's legal counsel, and the city treasurer. The restriction on access to personnel files does not apply to a proper public information request for the pay rate of employees. The city will comply with court orders, subpoenas, and releases that compel the release of information from an employee's personnel file.
- (c) With reasonable advance notice, an employee may review and make copies of their own personnel file within city hall in the presence of the mayor or the city clerk.

Section 3.04.050 - Employment reference inquiries.

Only the mayor or city administrator may respond to those reference inquiries submitted in writing; the city's response will also be in writing. Unless a written waiver form allowing the

release of personnel file information is received from a former employee, responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held.

Section 3.04.060 - Personnel data changes.

It is the responsibility of the employee, including those on leave without pay status, to promptly notify the city of any changes in personal data, such as: Personal mailing addresses, telephone numbers, individuals to be contacted in the event of emergency, educational accomplishments, training certificates, and similar information.

Section 3.04.070 - Performance evaluation of regular position employees.

- (a) The city council shall establish and amend, from time to time, by resolution, a written policy and procedure for performance evaluations of regular position employees.
- (b) The city will utilize an employee performance evaluation program to assist the City of Gustavus in maintaining the highest quality employees and highest quality performance. The city's employee performance evaluation program will provide for regular and routine evaluation by the mayor or employee's direct supervisors if other than the mayor, of employee performance of position duties and responsibilities and to provide a vehicle for communication between employees and their supervisors regarding job performance, including discussion of needs and means for improving work performance. Performance evaluations shall also be considered in decisions affecting merit-based salary or wage increases, promotions, demotions, dismissals, order of layoff, order of reemployment, placement and training needs.
- (c) Employees in regular positions shall be evaluated by the mayor, or the employee's immediate supervisor if other than the mayor. Any recommendations for bonuses or merit-based salary or wage raises or change of status will be brought before the city council for consideration in the next budget cycle.
- (d) All performance evaluations shall be in writing in a format approved by the city council, with one (1) copy given to the employee when the supervisor schedules an appointment to discuss the evaluation, and one (1) copy to be placed in the employee's personnel file. Each employee's performance shall be evaluated at the following periods:
 - (1) Prior to end of probationary period. Each employee appointed to a regular full-time or regular part-time position will be evaluated at least once during the probationary period. The employee must have an overall evaluation of at least "satisfactory" at the conclusion of the probationary period in order to continue employment in a regular position with the City of Gustavus.
 - (2) Annual. Each employee in a regular full-time or regular part-time position shall receive an annual performance evaluation on or close to their anniversary date of hire or promotion.
- (e) The conduct of performance evaluations by the City of Gustavus does not restrict, limit, or otherwise change the at-will employment status of each City of Gustavus employee. Evaluations do not guarantee a cost-of-living adjustment, wage increase, step increase, or bonus of any kind.
- (f) Employees who receive an overall rating of "unsatisfactory" on any aspect of their annual or special evaluations may be subject to measures that the city deems necessary or appropriate to ensure that employees meet or exceed standards required for that position. Such measures may include demotion or termination based on an inability to satisfactorily perform the necessary and essential functions of the position.
- (g) An employee may submit written comments responding to that employee's performance evaluation. Such comments shall be submitted to the evaluating supervisor within five (5)

city business days from the date of the employee's evaluation review. Such comments shall be attached to, and included with, the performance evaluation in the employee's personnel file.

- (h) Performance evaluations shall not be subject to the grievance procedure. An employee may file a grievance if he/she believe the evaluation procedure has not been followed in accordance with the Policy and Procedure for a Regular Position Employee Performance Evaluation. In addition, an employee may file a grievance if he/she believes an issue exists which is provided in Section 3.08.100 – Grievance Procedure.
- (i) Special. In addition to an employee's annual performance evaluation, the mayor or the employee's direct supervisor, if other than the mayor, may complete a special performance evaluation whenever there is significant change in the employee's performance, or at any other time for any other reason deemed sufficient by the mayor or the employee's direct supervisor. Special evaluations are subject to the provisions of Sections 3.04.070(a) through (f).

Chapter 3.05 - EMPLOYEE BENEFITS

Section 3.05.010 - City of Gustavus benefits policy.

- (a) The city council shall establish and amend, from time to time, by resolution, a written benefits policy, which shall describe various non-wage compensations that the city provides to employees in addition to normal wages or salaries.
- (b) Any change, amendment, or alteration to benefits shall apply to all regular position employees upon the effective date of the change, amendment, or alteration, even if an employee was hired before the effective date of the change, amendment or alteration to the benefits.
- (c) Written notice will be given to regular position employees one (1) month in advance of any change, amendment, or alteration to benefits or to eligibility for benefits.

Section 3.05.020 - Holidays.

Repealed – October 9, 2023

See Policy and Procedure Title 03 Benefits for Eligible Regular Employees

- ~~(a) City of Gustavus workplaces will be closed on the holidays listed below:~~

New Year's Day	January 1
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11 (or as observed)
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	
Christmas	December 25

- ~~(b) The City of Gustavus will grant paid holiday time off to all eligible employees. Holiday pay will be calculated based on the employee's straight time pay rate as of the date of the~~

~~holiday. Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime. Regular position employees will not receive compensation for a holiday that occurs on a day that the employee is on an unpaid leave of absence.~~

- ~~(c) For city employees whose normal work week is Monday through Friday, if a city observed holiday falls on a Saturday, the holiday will be observed on the previous Friday, and if a city observed holiday falls on Sunday, the holiday will be observed the following Monday. For city employees working on Saturday, if the city observed holiday falls on Saturday, it will be observed on that day. All city workplaces will be closed on Sunday.~~

~~(Ord. of 2-2-2015)~~

Chapter 3.06 - TIMEKEEPING/PAYROLL

Section 3.06.010 - Timekeeping.

- (a) Nonexempt employees shall accurately record the time they work each day.
- (b) Altering, falsifying, or tampering with time records may be cause for disciplinary action up to and including termination of employment.
- (c) Employees will sign their time records at the end of each pay period to certify the accuracy of all time recorded. Time sheets also may be sent electronically. The supervisor will review and initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

Section 3.06.020 - Overtime (nonexempt positions).

- (a) The mayor or an employee's supervisor may require regular position nonexempt full-time employees to work overtime hours if needs cannot be met during regular working hours.
- (b) All overtime work must receive the supervisor's prior authorization. The mayor or immediate supervisor will place a note with the employee's time record documenting the reason for requesting or authorizing overtime work.
- (c) Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour requirements. Overtime pay is calculated at one and one-half (1½) times the employee's regular pay rate. Overtime pay is based on actual hours worked over forty (40) hours per week.
- (d) Paid time off will not be considered hours worked when calculating overtime.

Section 3.06.030 - Pay days and paychecks.

- (a) All employees will be paid monthly by the fourth (4th) business day of the following month. Each paycheck will include earnings for all work performed through the end of the monthly pay period.
- (b) As, and to the extent required by law, the city will make certain deductions, including but not limited to federal income tax withholding, social security and Medicare taxes, and state unemployment tax, from employee's paychecks.

Section 3.06.040 - Employment termination.

Termination of employment may be by resignation, discharge or layoff.

Chapter 3.07 - WORK CONDITIONS AND HOURS

Section 3.07.010 - Workplaces and work schedules.

City employees shall report to the workplace assigned by the mayor, city administrator or their supervisors at the times and on the schedules determined and designated by the mayor or their supervisors.

Section 3.07.020 - Rest and meal periods.

- (a) Each workday, employees will be provided with two (2) each fifteen-minute rest periods per eight-hour work shift. To the extent practical rest periods will be in the middle of work periods. Rest periods are counted and paid as time worked, and employees must not be absent from their workstations beyond the allotted rest period time.
- (b) Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for the time.

Section 3.07.030 - Training.

- (a) The City of Gustavus may require an employee to attend a training or other educational program to acquire, refresh, or upgrade skills relevant to their job.
- (b) Employees may request city financial support to attend conferences or training workshops sponsored by institutions or professional organizations. The subject matter to be presented must relate directly to the employee's position and must provide a benefit to departmental operations. The above will not preclude an employee from requesting vacation time or leave of absence without pay to attend any conference or training of his/her choice; provided that the city reserves full and absolute discretion to grant or deny such request.
- (c) Each employee attending an approved training or other educational program shall submit a written statement stating the benefit of the training to the city and shall provide an itemized estimate of reimbursable out-of-pocket expenses that the employee anticipates incurring to attend the training. In most cases these expenses will be anticipated in the annual work plan and included in the department budget.
- (d) The employee's application will be reviewed by the mayor or city administrator, who will grant or deny permission for the employee's participation in the conference or training workshop that is paid for by the city or for which the city will approve use of vacation or leave of absence without pay.

Section 3.07.040 - Travel expenses for authorized business or training.

- (a) The City of Gustavus will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the mayor or city administrator.
- (b) When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the city. Employees are expected to limit expenses to reasonable amounts pursuant to the small procurement under \$10,000 policy and procedure.

Section 3.07.050 - Unpaid leave.

- (a) Unpaid leaves of absence may be granted to regular position employees on a case-by-case basis at the discretion of the mayor. The duration and reason for the absence will be documented in writing and signed by both the mayor and the employee.
- (b) Failure of an employee to return from any leave without pay on or before the designated date without prior notice by the employee and approval by the mayor may be considered cause for termination and the denial of reemployment with the city.
- (c) An employee on an unpaid leave of absence is not eligible for holiday pay and will not accrue paid-time-off during the period of unpaid leave.

Section 3.07.060 - Smoking, drug and alcohol use.

- (a) In keeping with the intent of the City of Gustavus to provide a safe and healthy work environment, smoking is prohibited throughout the workplace. This policy applies equally to all employees, elected officials, volunteers, customers, visitors, and others at city workplaces.
- (b) No employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs, while conducting city business. The legal use of prescribed drugs is permitted on the job only if the medical prescription is current, the use of the prescribed drugs is consistent with the medical prescription, and if such use does not impair an employee's ability to perform the functions of the job efficiently, safely and effectively.
- (c) Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment.

Chapter 3.08 - EMPLOYEE CONDUCT AND WORK RULES

Section 3.08.010 - Standards of conduct.

- (a) City employees shall abide by the law.
- (b) Employees are responsible for proper conduct in the maintenance of production and service standards, use of work time; cooperation with supervisors and other employees; use of city equipment and materials, respect for other employees and their property, conformance with lawful dress codes and appearance standards, and the protection of confidential information.
- (c) Any person holding a city position as an employee or as a volunteer, shall employ a respectful, professional manner.
- (d) Employee behavior that may result in disciplinary action, up to and including termination of employment, may include, but not be limited to:
 - (1) Theft or inappropriate removal or possession of city property;
 - (2) Falsification of timekeeping records;
 - (3) Working under the influence of alcohol or illegal drugs;
 - (4) Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace while on duty or while operating employer-owned vehicles or equipment;
 - (5) Fighting or threatening violence in the workplace;
 - (6) Boisterous or disruptive activity in the workplace;
 - (7) Negligence or improper conduct leading to damage of employer or customer property;
 - (8) Sexual or other unlawful or unwelcome harassment;
 - (9) Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace;
 - (10) Excessive absenteeism or any absence without notice;
 - (11) Unsatisfactory performance or conduct;
 - (12) Breach of confidentiality;

(13) Violations of conflict of interest policies as set forth in Title 2, as amended.

Section 3.08.020 - Attendance and punctuality.

- (a) To maintain a safe and productive work environment, the city requires employees to be reliable and to be punctual in reporting for scheduled work. The city requires employees to notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.
- (b) Failure to provide notification in advance of anticipated tardiness or absence may subject an employee to disciplinary action up to and including termination of employment.

Section 3.08.030 - Return of property.

Employees are responsible for all city property, including but not limited to tools, equipment, vehicles, machinery, books, papers, documents including digital documents, materials, or other written information issued to them or in their possession or control. All such city property must be returned by employees to their supervisor, the mayor or the city clerk on or before an employee's last day of work.

Section 3.08.040 - Solicitation.

Employees may not solicit or distribute literature relating to non-city organizations, activities, or events in, on, or at any workplace during working time unless approved by the mayor, city administrator, or department supervisor.

Section 3.08.050 – Computer, e-mail, Internet, social media, and telephone usage

All use of the city's computers and related software, including use for composing, sending, receiving and reviewing e-mail messages or accessing the Internet, shall be limited to city business only. Likewise, the use of telephones, facsimile machines or any similar devices or services shall be limited to city business only.

City employees may use government property only as authorized. Employees may occasionally use City landline telephones for personal calls when they are necessary, provide a benefit to the City, and do not result in any additional costs to the City. Such calls are deemed to be in the interest of the City to the extent they enable employees to remain at work, thereby increasing government efficiency. Personal phone calls may not adversely affect the performance of official duties or the employee's work performance, must be of reasonable duration and frequency, and could not reasonably be made during non-duty hours.

It is important to note that any email on any City of Gustavus device system may become an official record. Employees have no right to privacy for email transmissions, the City may be required to release employee emails pursuant to court, legal, or Congressional orders.

The City has an overriding interest and expectation in deciding what is "spoken" on its behalf on social media sites. To address the fast-changing landscape of the Internet and the way

residents communicate and obtain information online, social media use by city representatives shall be conducted according to the Social Media Policy and Procedure.

Violations of this section shall be a cause for disciplinary action, up to and including termination.

Section 3.08.060 - Sexual harassment.

The City of Gustavus does not and will not tolerate sexual harassment involving city employees. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment. Sexual harassment shall be a cause for disciplinary action, up to and including termination.

Section 3.08.070 - Workplace violence policy.

The City of Gustavus does not and will not tolerate workplace violence. Workplace violence includes acts or threats of physical violence, including intimidation, harassment or coercion, which involve city employees. Workplace violence includes, but is not limited to:

- Threat or actual physical or aggressive contact.
- Threat or actual destruction of city or an individual's property, including acts of sabotage.
- Harassing or threatening telephone calls, e-mails or faxes.
- Possession, use, threat of use, or brandishing of a gun, knife or other weapon of any kind.
- Stalking.
- Veiled threats of physical harm or similar intimidation.

Workplace violence shall be a cause for disciplinary action, up to and including termination.

Section 3.08.080 - Non-retaliation policy.

It is the policy of the city to prohibit the taking of any adverse employment action in retaliation against those who in good faith report or participate in investigations into complaints of alleged violations of local, state or federal law for that reporting or participation.

Any violation of the city's non-retaliation policy involving city employees may be a cause for disciplinary action, up to and including termination.

Section 3.08.090 - Progressive discipline.

- (a) The city council may establish and amend, from time to time, by resolution, a written progressive discipline policy, which shall describe the steps to be taken to address disciplinary problems. To ensure that the city administers employee discipline in an equitable and consistent manner, the city council hereby establishes the following progressive employee discipline policy.
- (b) Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may lead to termination of employment. The city, in its sole discretion, may bypass one (1) or more steps in the progressive disciplinary procedure. Nothing herein is intended to, or shall, change the city's right to terminate any employee at will, any time,

with or without cause, regardless of which, if any, lesser discipline steps have been used or not used or that might otherwise be applicable.

- (c) Certain types of employee problems are serious enough to justify immediate suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.
- (d) Each disciplinary action shall be documented in a memorandum signed by the employee and supervisor and placed in the employee's personnel file.

Section 3.08.100 - Grievance procedure.

- (a) The City of Gustavus desires to resolve fairly and promptly employee complaints arising in or relating to the workplace. Accordingly, employees who have a complaint relating to wages, hours or working conditions are required to follow this three-step grievance procedure.
 - (1) *Step 1. Informal discussion.* The aggrieved employee or group of employees shall orally present the grievance to the immediate supervisor within three (3) working days of its occurrence, not including the day of the occurrence. The supervisor shall give his/her oral reply within five (5) working days of the date of presentation of the grievance, not including the date of presentation.
 - (2) *Step 2. File written grievance.* If the grievance is not resolved in step 1, the employee or group of employees shall reduce the grievance to writing. The grievance shall be dated and signed by the aggrieved employee or group of employees and shall be presented to the mayor within five (5) working days after the supervisor's oral reply is given, not including the day the answer is given. If the employee, or group of employees, does not file the grievance in writing within five (5) working days after the supervisor's oral reply as provided in step 1 of the grievance procedure, the city will deem the grievance resolved. The mayor shall reply in writing to the grievance within ten (10) working days of the date of the presentation of the written grievance, not including the day of the presentation.
 - (3) *Step 3. Appeal to the city council.* If the grievance is not resolved in step 2, the employee or group of employees shall present the written grievance along with all pertinent correspondence, records and information accumulated to date to the city council, which will review and consider the grievance, meeting in executive session when appropriate. If the employee, or group of employees, does not present the grievance to the city council within ten (10) working days after the mayor's written response as provided in step 2 of the grievance procedure, the city will deem the grievance resolved or waived. The city council shall inform the employee of its decision within fifteen (15) working days of receipt of the written grievance and related materials and forward a copy of its written response to the mayor for placement in the employee's personnel file. The city council's decision will be final.
- (b) The employee or group of employees may discontinue the grievance procedure at any step.

Section 3.08.110 - Volunteers.

- (a) No employee-employer relationship is created through service on an advisory committee or board.
- (b) Advisory committees and boards shall not have supervisory oversight of city employees.

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

Date Introduced: *Sept 11, 2023*

Date of Public Hearing: *October 9, 2023*

PASSED and **APPROVED** by the Gustavus City Council this _____ day of _____, 2023.

Mike Taylor, Mayor

Attest: Liesl Barker, City Clerk

Bid Opening for RFQ FY24-02

Date of opening: 09/28/2023 Place: Gustavus City Hall Time: 1:35 PM

1. Bid Envelope received on 9/28/2023
Gustavus Landscaping and Construction Total bid: \$ 8,600

- ☒ Bid Form
- ☐ Bid schedule
- ☐ Bid modification (if applicable) *
- ☐ Contractor Registration
- ☐ Business License

2. Bid Envelope received on 9/28/23
Fairweather Construction Total bid: \$ 11,200

- ☒ Bid Form
- ☐ Bid schedule
- ☐ Bid modification (if applicable) *
- ☐ Contractor Registration
- ☐ Business License

3. Bid Envelope received on 9/28/23
Glacier Bay Construction Total bid: \$ 6,100

- ☐ Bid Form
- ☐ Bid schedule
- ☐ Bid modification (if applicable) *
- ☐ Contractor Registration
- ☐ Business License

City Clerk, Liesl Barker and Project Manager, John Barry verified the lowest responsible bidder to be Glacier Bay Construction.

Liesl Barker 9/28/23
 Liesl Barker, City Clerk Date

John Barry 9/28/23
 John Barry, Project Manager Date

**City of Gustavus**

P.O. Box 1

Gustavus, AK 99826

Phone: (907) 697-2451

Fax: (907) 697-2136

Email: treasurer@gustavus-ak.gov

Project: RFQ FY24-02**Emergency Gravel
Stockpile****Subject: Notice of Intent to Award****Date:** September 28, 2023

Bids for construction of the Emergency Gravel Stockpile, Project RFQ FY24-02, were opened and read on Thursday, September 28, 2023, at the Gustavus City Hall by City Clerk Liesl Barker and Project Manager John Barry. The low bidder is Glacier Bay Construction, Inc. of Gustavus, Alaska with a total bid price of \$6100 to furnish the equipment and labor to construct the Emergency Gravel Stockpile.

This is a Notice of Intent to Award only. Award of this contract is contingent on City Council action to award that is on the agenda for the October 9 General Meeting.

John Barry
Project Manager
City of Gustavus



City of Gustavus, Alaska
P.O. Box 1
Gustavus, Alaska 99826
Phone: (907) 697-2451
Fax: (907) 697-2136
Email: treasurer@gustavus-ak.gov

**Project: RFQ FY24-03
Snow Removal and
Sanding
Request for Quotation**

COVER SHEET

Important Dates:

Issue Date: Thursday, September 14, 2023

Pre-Bid Meeting: 10:00 AM Thursday, September 21, 2023 at City Hall

Bid Submittal Due:
Thursday, September 28, 2023
Deliver to: Gustavus City Hall
By: 1:00 PM

Bid Opening:
Thursday, September 28, 2023
Location: Gustavus City Hall
Time: 1:00 PM

Please provide quotes to provide snow removal and sanding services for the City of Gustavus road system. The attached terms and conditions shall become part of any contract resulting from this Request for Quotation. Quotations must be received at the location and by the date and time shown above. Quotations shall be submitted on the forms furnished and must include original signatures.

The snow removal shall be performed on an "as requested" basis, at the direction of the City Administrator (primary contact) or Road Maintenance Point of Contact (POC). Attached is the list of the Gustavus City Maintained Roads, and the Snow Plowing and Sanding specifications.

THE PERIOD OF PERFORMANCE for this work is from date of award to June 30, 2024. Throughout the period of performance, the contractor is responsible for keeping and submitting monthly work logs and billing records to the City Treasurer, with a copy submitted simultaneously to the City Administrator or Road Maintenance POC.

SEE BID SCHEDULE PAGES 11-14

GENERAL PROVISIONS

INSTRUCTIONS TO BIDDER

- Bidder must submit quotes for all bid schedule items listed.
- Bid Schedule sheets must be manually signed (original signature).
- Erasure or other changes made to the Bid Schedule sheets must be initialed by the person signing the bid. Note: "White Out" or other liquid correction methods must be initialed.
- The bids must be sealed in an envelope with RFQ number, opening date, and contractor's name written on the outside of the envelope.
- Any response not meeting the requirements of the bidding documents shall be considered non-responsive.
- Offers made in accordance with the bidding documents must be good and firm for a period of ninety days from the date of bid opening unless otherwise noted.
- Bids will be received at the time and place stated in the bidding documents. It is the sole responsibility of the bidder to see that the bid is submitted on time. Any bid received after the scheduled opening time will not be considered but will be held unopened. No responsibility will be attached to any officer for the premature opening of or failure to open a bid not properly addressed and identified. Bidders are responsible for knowledge of the possibility of adverse weather conditions for flying to Gustavus and there will be no exceptions for a timely submittal of a bid based on weather conditions.
- The City of Gustavus, hereinafter "City", may accept or reject any or all bids in the best interests of the City, to waive minor deviations from the specifications, and to waive any informality in bids received, when such acceptance, rejection, or waiver is in the best interest of the City. Informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible, and waiver of the informality does not grant the bidder a competitive advantage.
- The City may cancel the RFQ if such cancellation is in the best interest of the City.
- In the case of error in the extension of prices in the bid, the unit price will govern.
- It is the responsibility of the bidder to obtain a current copy of all bid documents from the City Treasurer.
- If any Addenda are issued pertaining to the bidding documents and subject Addenda are not acknowledged, the bid will be considered non-responsive.
- Faxed transmittals will not be accepted unless specifically noted on the cover sheet and agreed to in writing by the City Administrator or Road Maintenance POC, or Mayor.

- Each bid shall be made on the form provided by the City or copy thereof and shall be signed by the bidder with signature in full.
- After depositing a bid, a bidder may withdraw, modify, or correct their bid, providing the City receives the request for such withdrawal, modification, or correction before the time set for opening bids. The original bid, as modified by such written communication will be considered as the bid. No bidder will be permitted to withdraw their bid after the time set for opening bids.
- The Contractor shall perform the duties specified in this solicitation. The Contractor understands that the City makes no representation that it will look exclusively to the Contractor for the type of goods or services requested. The Contractor will perform the duties under this agreement as an independent contractor and not as an employee of the City. The City assumes no responsibility for any interpretation or representations made by any of its officers or agents unless such interpretations or representations are made by Addenda. By submitting a bid, the Contractor agrees and acknowledges they are not relying on any representations by any City officer, employee, representative or attorney, other than contained in writing in this bid or in a written Addenda.

METHOD OF AWARD

Award will be made to the lowest responsive, responsible bidder meeting all the requirements. In determining whether the lowest bidder is “responsible” the City Council shall consider:

- a. The price;
- b. Local bidder (proposer) preference;
- c. The experience, capacity, and skill of the bidder to perform the contract within the time and amount desired;
- d. The potential bidder’s reputation, honesty and integrity shown in the commission of previous City contracts;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract and the City;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract.

Local Bidder (Proposer) Preference: In accordance with City of Gustavus Code 4.17.190, a qualified responsible bidder who maintains an office within the City of Gustavus may be awarded the contract in preference if their bid does not exceed the lowest responsible bid by a non-local bidder by more than five percent.

When the award is given to other than the lowest bidder, a full and complete written statement of reasons will be delivered to the unsuccessful low bidder or bidders and filed with the other papers relating to the transaction.

The City Council may reject the bid of a bidder who is debarred by the City, in arrears on taxes, permits, special assessments and/or any other monies that may be due the City or who failed to perform on a previous contract with the City.

For purposes of determining the lowest bidder, the extended bid amounts (estimated amount × unit cost) will be totaled to give a total bid amount. This contract is on an “as required” basis. Quantities listed are estimations for award purposes only. The City reserves

the right to increase or decrease quantities as necessary to accomplish the actual requirements and make payment at the unit price bid.

PURCHASE ORDER/CONTRACT

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

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

SUBCONTRACTING

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

INSURANCE

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

INDEMNIFY AND HOLD HARMLESS

The bidder shall defend and indemnify the City, its officers, agents, and employees, against any claims, loss, injuries, including death, property damage, or any other damages of any kind and any nature arising out of, in whole or in part, the bidder's performance or non-performance of its duties under this agreement and any defects in the goods and services provided by the bidder, except to the extent of any lawsuit instituted by Byte Networking, LLC against the City. This duty to defend and indemnify shall include responsibility for all damages, costs, and attorney fees. This obligation shall be continuing in nature and extend beyond the term of this agreement. In the event of a lawsuit by Byte Networking, LLC against the successful bidder, arising out of the performance of the contract by the bidder, the City will defend the successful bidder in that lawsuit and pay or reimburse any damages awarded against the successful bidder not otherwise covered by an insurance policy or agreement.

GOVERNING LAW

The Contract will be governed by the laws of the State of Alaska. The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska, shall be the exclusive jurisdiction and venue for any action of any kind or any nature arising out of the Contract of the bidder's performance under the Contract.

PUBLIC SAFETY

The contractor is responsible for the general safety and welfare of the public within the area where the work is conducted, and must provide reasonable measures to prevent the public

from encountering hazardous or dangerous situations during work activities. The Contractor and POC will consult with one another about specific public safety issues.

BID AWARD PROCESS

The successful bidder will be notified promptly in writing with a “Notice of Apparent Low Bidder” letter.

After outstanding issues (if any) are resolved a “Notice of Intent to Award” letter will be issued and the contract award will be placed on the agenda for the next City Council General Meeting.

After the bid is accepted and approved by the City Council, the bidder will be issued a “Notice of Award” letter.

Following the Notice of Award, purchase orders for plowing, sanding and special work requests will be issued by the City as the work is approved by the POC. Once signed by both parties, the purchase orders and RFQ combined will establish the contractual relationship between the City and the contractor.

END OF GENERAL PROVISIONS

GUSTAVUS SNOW REMOVAL SUPPLEMENTAL CONDITIONS

1. Bidders are encouraged to visit the premises to ascertain pertinent conditions, such as the area, location, accessibility, and general character of the premises. Bidders assume the risk that actual site conditions differ from the proposed contract documents or from those ordinarily encountered.
2. The Contractor shall supply knowledgeable and competent operators with each piece of equipment, who are capable of doing the required work.
3. The City reserves the right to increase or decrease quantities to the limits of the available funding. Payment for work done shall be at the Unit Price Bid or fractional unit for each bid item completed.
4. All work required under the Contract shall be completed in a timely manner. Failure to complete work in a timely manner shall be grounds for termination of this Contract. In case of default by the contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the contractor responsible for any resulting increase in cost or other remedies under law or equity.
5. Debarment or Suspension: The Gustavus City Council may debar (for a period of not more than three years) or suspend (for a period of not more than three months) a person for cause from consideration for award of contracts. The causes for debarment include but are not limited to:
 - a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract, or
 - b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for debarment.
 - c. Illegal, unprofessional, or abusive behavior toward City representatives or members of the community as determined by the City Council.
6. Contractor shall make all necessary efforts to protect existing privately or publicly owned facilities, equipment, improvements, and landscaping; the destruction, removal or relocation of which is not contemplated under this contract. If protection of any existing facilities is not possible due to construction requirements, the Contractor shall advise the City Administrator or Road Maintenance POC of the problem and shall cooperate with the City Administrator or Road Maintenance POC in seeking a reasonable solution to the problem. The Contractor shall not proceed with work resulting in damage to or destruction of such existing facilities until the City Administrator or Road Maintenance POC has given approval to proceed in writing.
7. Contractor shall be responsible for any damage sustained by any and all parties affected by utility outages caused by Contractor unless it is determined the utilities do not meet PUC Standard installations i.e., bury depth, or setback requirements. The Contractor shall make all necessary efforts to prevent damage, i.e., the location of electrical or telephone wire, and shall make all necessary efforts to promptly repair and restore facilities or equipment damaged as a result of such outages.

8. The City Administrator or Road Maintenance POC will provide the necessary rights-of-way or easements for the work. Contractor shall confine his operations to the designated areas and observe all restrictions contained in any easements. The City Administrator or Road Maintenance POC will contact utility companies requesting that all transformers and phone pedestals in or adjacent to rights-of-way be identified with suitable markers, before winter, to prevent damage to said utility company's equipment.
9. The Contractor shall take road service direction only from the City Administrator or Road Maintenance POC or his/her designee, or the Mayor. The City Treasurer may be designated to order specific Road Maintenance in the absence of the Mayor and City Administrator or Road Maintenance POC. PO's for Snow removal and sanding shall be issued by the Treasurer. Should the Contractor, while performing city work, be approached by a resident with a complaint, suggestion, or request, the Contractor shall politely explain that they are being directed by the City Administrator or Road Maintenance POC and ask the resident to please direct any questions, concerns, or requests to the City Administrator or Road Maintenance POC, or to the Mayor, or to the City Council.
10. The POC will issue authorization regarding when and where to plow by phone or messages by text or email. The Contractor must reply to text and email messages from the POC to acknowledge receipt of the message.
11. The POC and Contractor will monitor weather forecasts. When a significant snow event is forecast, the POC may pre-authorize the Contractor about when and where to plow.
12. All Contractors submitting a bid for this contract shall have and keep in effect an Alaska Business License, a City of Gustavus Business Permit, and an Alaska Contractors License for the type of work being performed. The Contractor shall be responsible for any additional licenses and/or permits required in the locality of the work. The City is responsible for all special permits such as ADF&G and Army Corp of Engineers permitting. The Contractor shall further be responsible for current licenses for all subcontractors and suppliers, if allowed, as required by law, during the term of the Contract and provide proof thereof upon request. If proof of required licensure is not submitted to the City Treasurer within 10 calendar days of bid closure, then bidder shall be determined to be non-responsive.
13. The name or names of the City Administrator or Road Maintenance POC with authority to call for work under this contract will be provided to the Contractor. The Contractor shall be notified in writing (including email) of any changes to the POC during the term of the contract.
14. Billing and Payment: The contractor will submit billing at the end of the month. The approved billing shall be paid within 30 days.
15. Notification and Acceptance of Work: The contractor will submit a complete spread sheet to the City Administrator or Road Maintenance POC and the City Treasurer at the end of each month stating what type of service was provided and where.
16. Convenience Termination: This contract may be terminated by: (A) mutual consent of the parties, (B) for the convenience of the City, provided that the City notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination. (C) For cause, by either party where the other party fails in

any material way to perform its obligations under this contract; provided, however, that as a condition of the exercise of its right of termination under this paragraph the terminating party shall notify the other party of its intent to terminate this contract and state with reasonable specificity the grounds therefore, and the defaulting party shall have filed within 30 days of receiving the notice to cure the default. (D) Termination pursuant to this section shall not affect the parties' continuing obligations under this contract and all other portions shall continue to be in full force and effect. The City shall pay the Contractor for all satisfactory work performed before notice of termination.

END OF GUSTAVUS SNOW REMOVAL SUPPLEMENTAL CONDITIONS

INSURANCE REQUIREMENTS

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

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

- Commercial General Liability: Coverage written on an occurrence basis with limits of not less than \$1,000,000 per occurrence;
- Comprehensive automobile liability: \$1,000,000 combined single limit;
- Workers’ Compensation: in such amounts as fully comply with Alaska law

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

Workers’ Compensation: Any employee of the Contractor must be covered by workers’ compensation insurance during the term of the Agreement. This policy must be endorsed with a waiver of subrogation in favor of the City. The Contractor is not required to provide a certificate of workers’ compensation covering the owner(s) of the Contractor’s business under the following circumstances:

Corporations – If the executive officer(s) claims an exemption, then the Contractor must provide an Executive Officer Waiver for each officer from the Alaska Department of Labor and also provide the corporate filing with the State showing the person(s) named on the waiver is an owner. Only the person or persons who have the State Executive Officer Waiver and who are an owner shall be permitted to do any work or be on the work site or work area. If the Contractor permits any other person on the work area or work site or to do any work, and that person is injured, the Contractor shall defend, indemnify, and hold harmless the City from any and all claims and liabilities for workers’ compensation benefits of any kind and any nature, including costs and legal fees.

Sole Proprietors, Partnerships, or LLCs – If the sole proprietor, partner, or member claims an exemption, then the Contractor must provide the City with the business permit filing with the State of Alaska showing the person(s) are the owner, sole proprietor, partner, or member. Only the person or persons who are an owner, sole proprietor, partner, or member shall be permitted to do any work or be on the work site or work area. If the Contractor permits any other person on the work area or work site or to do any work, and that person is injured, the Contractor shall defend, indemnify, and hold harmless the City from any and all claims and liabilities for workers’ compensation benefits of any kind and any nature, including costs and legal fees.

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

Additional Insured: During the contract term, the Contractor shall add and maintain the City as an additional insured in the Contractor's commercial general liability policy. This policy will provide primary coverage for the City, and it will provide that a policy treats each additional insured as though the insurer had issued separate policies. The failure of the Contractor to provide the certificate showing the City as an additional insured constitutes a material breach of the Contract.

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

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

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

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

END OF INSURANCE REQUIREMENTS

RFQ FY24-03

BID SCHEDULE

SNOW REMOVAL & SANDING

Specification Item #	Pay Item	Est. Quantity	Pay Unit	Unit Cost	Total Cost
Snow Removal					
215	City Roads	22.89	Miles		
215	City Hall Driveway and Parking	1	Each		
215	Library Driveway and Parking	1	Each		
215	Community Chest Parking	1	Each		
215	Boat Harbor Ramp, 72 hour parking	1	Each		
215	DRC Driveway and Parking	1	Each		
215	Fire Hall Paved Apron	1	Each		
Sanding					
216	City Roads	25	Cubic Yards		
216a	City Hall Driveway and Parking	1	Each		
216a	Library Driveway and Parking	1	Each		
216a	Community Chest Parking	1	Each		
216a	Boat Harbor Ramp, 72 hour parking	1	Each		
216a	DRC Driveway and Parking	1	Each		
216a	Fire Hall Paved Apron	1	Each		
Total					
	Sum of Snow Removal and Sanding			Total Bid →	

Please list all equipment to be used in this contract and the individual hourly rates for use in work not in the bid schedule. For example, use of a front end loader or bobcat to remove snow berms.

Equipment Description**Hourly Rate**

By providing a signature on this cover sheet, the Bidder agrees to all Terms and Conditions of this RFQ.

Date of Bid _____

Business License # _____ Contractor's License Number # _____

Insurance Company _____ Policy Date _____ Provided ☐

Business Name _____

Mailing Address _____ Physical Location _____

Cell or Business Phone # _____ Fax # _____

By _____
Print Name

Signature

Title _____

City of Gustavus Maintained Roads

Area 1	Miles
Owen Road & Porcupine Road	0.30
Veneta Street	0.42
Trudy Street	0.37
Lynn Street	0.18
Snow Street	0.14
Tong Road (to Glacier Bay Inn driveway)	0.62
Toad Road	0.41
Xtratuff Road	0.08
Spruce Lane	0.37
Bartlett Road	0.27
Subtotal Area 1 Miles	3.15
Area 2	Miles
Good River Road	0.87
Mary's Road	0.23
Grandpa's Farm Road	0.59
Meadow Lane	0.14
Dickey Drive	0.32
Subtotal Area 2 Miles	2.15
Area 3	Miles
Dolly Varden Drive	0.83
Smelt Avenue	0.05
Greenling Avenue	0.20
Chinook Drive	0.33
Chum Drive	0.17
King Salmon Drive	0.21
Sandlance Avenue	0.17
Halibut Drive	0.34
Capelin Lane	0.13
Humpy Drive	0.27
Needlefish Lane	0.16
Sockeye Drive	0.28
Herring Lane	0.04
Coho Drive	0.27
Steelhead Drive	0.22
Candlefish Lane	0.11
Willow Way	0.33
Pine Street	0.35
Shooting Star Lane	0.14
Lupine Lane	0.14
Columbine Lane	0.12
City Hall Access	0.06

Subtotal Area 3 Miles	4.91
Area 4	Miles
Wilson Road	2.09
Fara Way	0.27
White Drive	0.33
Parker Drive	0.34
Harry Hall Drive	0.43
River Bend Lane	0.23
Chase Drive	0.43
Jensen Road	0.24
Hemlock Road	0.24
Subtotal Area 4 Miles	4.59
Area 5	Miles
Rink Creek Road	3.73
Buoy Drive	0.21
Island View Drive	0.28
Subtotal Area 5 Miles	4.22
Area 6	Miles
Boat Harbor Road & DRC Access	0.27
Bill's Drive	0.28
Meadowbrook Lane	0.25
Fairweather Road	0.25
Pleasant Avenue	0.15
Jacob Avenue	0.31
Gustav Drive	0.20
Travis Drive	0.20
Benjamin Drive	0.21
Glen's Ditch Road to Nagoonberry Trailhead	0.53
Same Old Road	0.84
Dungeness Way	0.12
End of the Trail	0.26
Subtotal Area 6 Miles	3.87
Total City-Maintained Miles	22.89

SECTION 215 SNOW PLOWING

215-1.01 Description

This work consists of plowing snow from specified City roadway surfaces and from special areas of City property such as driveways, parking areas, and the boat harbor uplands. The City Administrator or Road Maintenance Point of Contact (POC) will be responsible for ordering snow plowing. The Contractor shall be notified if another City official substitutes for the City Administrator or Road Maintenance POC. All snow plowing shall commence within 12 hours from the time the Contractor is called out by the City Administrator or Road Maintenance POC unless otherwise arranged with the City Administrator or Road Maintenance POC.

215-2.01 Plowing Requirements

The roadway surface shall be cleared of snow from roadway shoulder to roadway shoulder each time it is plowed, with the exception of those designated by the City Administrator or Road Maintenance POC as impractical to do because of obstructions or width. Contractor shall plow snow evenly to both sides of the road such that berms along both sides are approximately equal throughout the winter—unless otherwise agreed by the City Administrator or Road Maintenance POC.

Roads that have not been cleared to a width of at least sixty feet (60') may or may not be cleared after snowfall has reached a depth of eighty inches (80"). Snowfall amounts will be determined for Gustavus by NOAA, or the National Weather Service.

Snow berms shall be winged back at road intersection radii to a maximum height of 30 inches measured from the roadway centerline. This shall apply to City roads and intersections only.

Gravel shall not be plowed off the road surface. It is acceptable to leave up to two inches of snow or hard pack on the road surface over the gravel.

The Contractor shall be responsible for all damages he causes to the roadway surface and damages to any facilities, public or private, located in or along the roadway.

Traffic surfaces of special areas such as City driveways and parking lots and the boat harbor uplands shall be cleared of snow and the snow shall be piled at locations designated by the City Administrator or Road Maintenance POC.

215-3.01 Method of Measurement

Snowplowing of City roads will be measured by miles of road plowed. City road

lengths have been determined by the City Administrator and are provided to the Contractor at the time of bidding. The City Administrator or Road Maintenance POC shall specify to the Contractor which roads are to be plowed. The City Administrator or Road Maintenance POC will call out the Contractor to plow snow on specified roads before 12 inches of fresh snow has accumulated. Fresh snow is defined as snow no more than three (3) days old.

Special areas such as City driveways, parking areas, and the boat harbor will each have unit prices per complete plowing as determined in the bid.

215-4.01 Basis of Payment

Snow plowing will be paid for at the contract bid unit price per mile for specified roads, and per contract bid unit price for plowing for specified special areas, completed and accepted by the City Administrator or Road Maintenance POC. The City Administrator or Road Maintenance POC may order plowing of snow under special conditions, or in locations not addressed in the bid documents, and make payment according to the contractor's hourly billing rate for the equipment used.

END OF SECTION

SECTION 216

SANDING OF ROADWAYS and PARKING AREAS

216-1.01 Description:

This work shall consist of sanding roadways and road intersections. The City Administrator or Road Maintenance Point of Contact (POC) will be responsible for ordering the sanding of roadways or parking areas. The Contractor shall be notified if another City official substitutes for the City Administrator or Road Maintenance POC.

216-2.01 Materials:

The sanding material available for use will be the pit-run aggregate from the Gustavus gravel pit screened to 3/8" minus.

216-3.01 Sanding Requirements:

A mechanical spreader shall be used to spread the sanding materials. Sanding materials shall be spread in a uniform layer that covers the entire width of the roadway, shoulder to shoulder, and the entire area of an intersection unless otherwise directed by the City Administrator or Road Maintenance POC. All sanding shall commence within 2 hours of the Contractor being called out by the City Administrator or Road Maintenance POC.

216-4.01 Method of Measurement:

Sanding will be measured by the cubic yard. Sanding material, hauling, spreading, and labor shall be considered incidental to this pay item. When requested in writing by the Contractor, the City Administrator or Road Maintenance POC may approve alternate methods of determining tonnage.

216-5.01 Basis of Payment:

The accepted quantities of sanding materials spread on the roadway or parking area will be paid for at the contract unit price per yard, completed and accepted by the City Administrator or Road Maintenance POC.

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
216	Sanding of Roadways	Cubic Yard
216a	Parking Areas	Per Parking Area

END OF SECTION

Bid Opening for RFQ FY24-03

Date of opening: 09/28/2023 Place: Gustavus City Hall

Time: 1345hrs

1. Bid Envelope received on ___/___/___

N/A

Total bid: \$ _____

- ☐ Bid Form
- ☐ Bid schedule
- ☐ Bid modification (if applicable) *
- ☐ Contractor Registration
- ☐ Business License

2. Bid Envelope received on ___/___/___

N/A

Total bid: \$ _____

- ☐ Bid Form
- ☐ Bid schedule
- ☐ Bid modification (if applicable) *
- ☐ Contractor Registration
- ☐ Business License

City Clerk, Liesl Barker and Project Manager, John Barry verified the lowest responsible bidder to be No Bids Redeved at this time.

[Signature]

Liesl Barker, City Clerk

9/28/23

Date

[Signature]

John Barry, Project Manager

9/28/23

Date



P.O. Box 389
Gustavus, AK 99826
907-209-0514
gbciak@gmail.com

October 2, 2023

To: City of Gustavus

Please consider this letter as a proposal and agreement to extend the Winter maintenance portion of RFQ FY23-01RM into the FY24 Winter season at the same unit costs and "minimum snowplow service for winter", removing any excluded roads noted in the RFQ. Any winter road sanding call outs to be provided on an approved time and material basis, as able.

Sincerely,

Davita Marchbanks, President
Glacier Bay Construction, Inc.

**CITY OF GUSTAVUS, ALASKA
ORDINANCE FY24-XXNCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF
THE CITY HELD ACCOUNTS IN FISCAL YEAR 2024**

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 2024, the following City held account balance transfers are to be made for the reasons stated.

Section 3. For the current fiscal year, City held accounts are amended to reflect the changes as follows:

	Amounts		
CITY HELD ACCOUNTS	Account Balance*	Amended Balance	Change
AMLIP Road Maintenance	\$ 251,561.95	\$ 0.00	<\$ 251,561.95>
<i>Unencumbered Road Maintenance funds are being moved to AMLIP Reserve and AMLIP Road Maintenance is being closed per the City's new Restricted Funds and AMLIP policy.</i>			
AMLIP Capital Improv – Long-Term	\$ 795,079.67	\$ 657,312.12	<\$ 137,767.55>
<i>Transferring funds to AMLIP Reserve per the City's new Restricted Funds and AMLIP policy.</i>			
AMLIP Reserve	\$ 789,179.24	\$ 1,178,508.74	\$ 389,329.50

**Approximate, this is a dynamic value*

Total Change in City Held Account Balances	\$ 0.00
--	---------

Section 4. The City held accounts are hereby amended as indicated.

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

DATE INTRODUCED: *October 9, 2023*

DATE OF PUBLIC HEARING: *November 13, 2023*

PASSED and **APPROVED** by the Gustavus City Council this ___th day of ___, 2023.

_____, Mayor

_____, Attest: Ben Sadler, City Treasurer

_____, Attest: Liesl Barker, City clerk

**CITY OF GUSTAVUS, ALASKA
ORDINANCE FY24-XXNCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF
THE CITY HELD ACCOUNTS IN FISCAL YEAR 2024**

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 2024, the following City held account balance transfers are to be made for the reasons stated.

Section 3. For the current fiscal year, City held accounts are amended to reflect the changes as follows:

CITY HELD ACCOUNTS	Amounts		
	Account Balance	Amended Balance	Change
AMLIP Current – CP23-01 GVFD <i>Project was completed in FY24. Returning funds to AMLIP Capital Improv Long-Term account.</i>	\$ 38,735.88	\$ 0.00	<\$ 38,735.88>
AMLIP Current – CP19-08 Library <i>Project was completed in FY24. Returning funds to AMLIP Capital Improv Long-Term account.</i>	\$ 38,314.22	\$ 1,180.78	<\$ 37,133.44>
AMLIP Current – CP21-06 MF <i>Project still, in progress. Returning funds to AMLIP Capital Improv Long-Term account.</i>	\$ 2,770.05	\$ 2,560.07	<\$ 209.98 >
AMLIP Capital Improv Long-Term* <i>*Approximate, this is a dynamic value.</i>	\$ 795,079.67	\$ 872,339.75	\$ 76,079.30
Total Change in City Held Account Balances			\$ 0.00

Section 4. The City held accounts are hereby amended as indicated.

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

DATE INTRODUCED: October 09, 2023

DATE OF PUBLIC HEARING: November 13, 2023

PASSED and **APPROVED** by the Gustavus City Council this ___th day of ___, 2023.

Mike Taylor, Mayor

Attest: Ben Sadler, City Treasurer

Attest: Liesl Barker, City Clerk

**CITY OF GUSTAVUS, ALASKA
ORDINANCE FY24-XXNCO
AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF
DEPARTMENT BUDGETS FOR FISCAL YEAR 2024**

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 2024 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			
FY23 Surplus Carry Over	\$ 100,000.00	\$ 169,025.00	\$ 69,025.00
<hr/>			
Total Change in Income			\$ 69,025.00
EXPENSE	Original Budget	Amended Budget	Change
Admin:Building Maintenance	\$ 500.00	\$ 2,500.00	\$ 2,000.00
Admin:Dues & Fees	\$ 6,500.00	\$ 8,000.00	\$ 1,500.00
Admin:Payroll	\$ 240,430.55	\$ 234,430.55	\$ <6000.00>
Admin:Training	\$ 2,750.00	\$ 4,000.00	\$ 1,250.00
Admin:Travel	\$ 8,500.00	\$ 13,000.00	\$ 5,000.00
DRC:Equipment Equipment Purchase	\$ 2,850.00	\$ 4,350.00	\$ 1,500.00
GVFD:Building Maintenance	\$ 500.00	\$ 6,000.00	\$ 5,500.00
GVFD:Contractual	\$ 2,000.00	\$ 6000.00	\$ 4,000.00
GVFD:Dues & Fees	\$ 1,750.00	\$ 4,500.00	\$ 2,750.00
GVFD:Equipment Purchase	\$ 4,000.00	\$ 4,600.00	\$ 600.00
GVFD:Payroll Expenses	\$ 82,831.17	\$ 8,000.00	\$ 2,000.00
GVFD:Training	\$ 7,000.00	\$ 12,000.00	\$ 5,000.00
GVFD:Travel	\$ 2,500.00	\$ 7,500.00	\$ 5,000.00
Library:Building Maintenance	\$ 2,000.00	\$ 3,500.00	\$ 1,500.00

Library:Library Materials	\$ 8,500.00	\$ 14,000.00	\$ 5,500.00
Library;Library Program Supplies	\$ 2,050.00	\$ 2,975.00	\$ 925.00
Roads:Road Maintenance	\$ 85,000.00	\$ 116,000.00	\$ 31,000.00

Total Change in Expense **\$ 69,025.00**

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 9, 2023*

DATE OF PUBLIC HEARING: *November 13, 2023*

PASSED and **APPROVED** by the Gustavus City Council this ____th day of _____, 2023.

Mike Taylor, Mayor

Attest: Ben Sadler, City Treasurer

Attest: Liesl Barker, City Clerk