

COUNCIL PACKET
January 3, 2013 SPECIAL MEETING



## CITY COUNCIL MEETING AGENDA SPECIAL MEETING JANUARY 3, 2013 - THURSDAY 8:00PM @ CITY HALL

Lou Cacioppo
Mayor
lou.cacioppo@gustavus-ak.gov
Mayor Term Expires 2013
Council Seat Term Expires 2013

Noël Farevaag Vice Mayor noel.farevaag@gustavus-ak.gov Term Expires 2014

Morgan DeBoer Council Member morgan.deboer@gustavus-ak.gov Appointed Until October 2013 Term Expires October 201

Phil Hawley Council Member phil.hawley@gustavus-ak.gov Term Expires 2015

Jim Mackovjak Council Member jim.mackovjak@gustavus-ak.gov Term Expires 2013

Sandi Marchbanks
Council Member
sandi.marchbanks@gustavusak.gov
Term Expires 2014

Tim Sunday
Council Member
tim.sunday@gustavus-ak.gov
Term Expires 2015

COUNCIL MEETINGS: Work Sessions: 1st & 3rd Thursdays General Meeting: 2nd Thursday

- 1. Call to Order
- 2. Roll Call
- 3. Approval of Minutes: None
- 4. Mayor's Request for Agenda Changes:
- 5. Committee Reports: None
- 6. Public Comment on Non-Agenda Items
- 7. Consent Agenda: None
- 8. Ordinance for Public Hearing: None
- 9. Unfinished Business: None
- 10. New Business:
  - A. Approval of Amendment For Mt. View Drainage Fish Passage Design Project
  - B. FY13-11NCO—Amending the Road Budget—Publish
  - C. Resolution 2012-27 Bypass Competitive Bid—DOWL
  - D. Approve & Authorize Mayor To Sign Short Form Agreement Between City of Gustavus & DOWL For Engineering For Mt. View Drainage Fish Passage Design
  - E. Resolution 2013-01 Revise & Amend City of Gustavus Policies & Procedures Attachment B Project Scoping & Development Form
- 11. Staff Reports: None
- 12. City Council Reports
  - A. Mayor's report
  - B. City Clerk report
- 13. City Council Questions and Comments
- 14. Public Comments on Non-Agenda Items
- 15. Executive Session
- 16. Adjournment



# United States Department of the Interior



## FISH AND WILDLIFE SERVICE Washington, D.C. 20240

In Reply Refer To: JFWFO

Lou Cacioppo Mayor City of Gustavus 1802 Gustavus Rd P.O. Box 1 Gustavus, AK 99826

Subject: Notice of Award Change, Revision 001 to Financial Assistance Award F12AC01022

Dear Mr. Cacioppo,

Your organization's request for award amendment to U.S. Fish and Wildlife Service (USFWS) Award **F12AC01022** under CFDA # 16.608 Fish Passage is approved effective November 27, 2012. This award is amended as follows:

The original timeline of outcomes of this award has been changed. The new timeline for project tasks is as follows:

TASK/Milestone	Anticipated
	<b>Completion Date</b>
Stream crossing design drawings, materials list, and cost estimate – 65% complete	February 15, 2013
Stream crossing design drawings, materials list, and cost estimate – 95% complete	April 15, 2013
Stream crossing design drawings, materials list, and cost estimate – 100% complete; design study report	June 15, 2013
Provide a Final Federal Financial Report (SF-425) and a final project report. ***Note: <b>Both final SF-425 and Final Report must be approved</b>	March 31, 2014
by the Service Project Officer prior to final drawdown.	

The original scope of work will be changed as follows: A fish passage improvement design for the Chase Drive site will be replaced with a design for Good River Road.

This amendment is made at no additional cost to the U.S. Government.

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NATION AND ADDRESS OF

### City of Gustavus, Alaska Ordinance No. FY13-11NCO

# AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF THE ROAD BUDGET FOR FISCAL YEAR 2013

#### 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 2013, 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					
INCOME	Original Budget	Amended Budget	Change			
INCOME Grant	\$55,490.00	\$55,700.00	+\$210.00			
<b>EXPENSE</b> Contractual Services	\$55,490.00	\$55,700.00	+\$210.00			

**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:** January 3, 2013

**DATE OF PUBLIC HEARING:** February 14, 2013

PASSED and APPROVED by the Gustavi, 2013.	as City Council this day of
Lou Cacioppo Mayor	_
Attest: Kapryce Manchester, MMC City Clerk	

## CITY OF GUSTAVUS, ALASKA RESOLUTION 2012-27

# A RESOLUTION TO BY-PASS THE COMPETITIVE BID PROCESS AND AWARD THE CONTRACT TO DOWL HKM FOR ADDITIONAL DESIGN WORK ON THE MOUNTAIN VIEW DRAINAGE FISH PASSAGE IMPROVEMENT PROJECT

**WHEREAS,** Section 4.17.030 Competitive, of the Gustavus Administrative Code provides that:

- a. All purchases of and contracts for supplies and contractual services shall, except as specifically provided in this chapter, be based wherever possible on competitive bids.
- b. When competitive bids are not deemed to be practical, a purchase or contract for supplies may be entered into if the Council certifies in writing by resolution that competitive bids are impractical, reciting the reasons therefore, and specifies how the purchase shall be made or the contract shall be entered into.

And,

**WHEREAS,** engineering design work for the Mountain View Drainage Fish Improvement Project, has been funded entirely by a grant from the U.S. Fish and Wildlife Service (USFWS); and,

**WHEREAS,** the first phase engineering design for the stream survey and for the culvert replacement at Good River Road was competitively bid in accordance with City of Gustavus regulation; and,

**WHEREAS**, Dowl HKM was the successful bidder for first phase survey and engineering design and has completed that phase successfully within budget; and,

**WHEREAS**, the FWS wishes to continue funding design work for the remaining four culvert replacements at Lukes driveway, Spruce Lane, Tong Road and the Good River Crossing by contract with Dowl HKM; and,

**WHEREAS,** the City of Gustavus Road Committee has recommended replacing culverts at the four locations as a means of improving road safety at Spruce Lane and Tong Road and of providing for fish passage improvement along the stream; and,

**WHEREAS**, competitive bidding for additional design work on this project is impractical because Dowl HKM holds the data from the first phase of the project and is therefore best suited to continue efficiently, and without delay, the design work for the remaining four culvert replacements; and,

**WHEREAS,** Dowl HKM has submitted a proposal (copy attached) to complete the additional design work for a price of \$55,700, with funding entirely by the USFWS; and,

**WHEREAS**, a contract (copy attached as Exhibit A) has been developed by US FWS to provide the design work for the Mountain View Drainage Fish Passage Project design of culvert replacements at Lukes driveway, Spruce Lane, Tong Road and the Good River crossing in accordance with the Dowl HKM proposal.

**AND NOW THEREFORE BE IT RESOLVED,** the Gustavus City Council bypasses the competitive bid process and awards the contract to Dowl HKM for the Mountain View Drainage Fish Passage Project design of culvert replacements at Luke driveway, Spruce Lane, Chase driveway, and Tong Road, with full funding by U.S. Fish and Wildlife Service, in the amount of \$55,700.

PASSED and APPROVED by the Gustavus City Council, this 3<sup>rd</sup> day of January, 2013.

Lou Cacioppo, Mayor	Noel Farevaag, Vice Mayor
Jim Mackovjak, Council Member	Sandi Marchbanks, Council Member
Tim Sunday, Council Member	Phil Hawley, Council Member
Morgan DeBoer, Council Member	Attest: Kapryce Manchester, MMC City Clerk

## SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of October 3, 2012 ("Effective Date") between

City of Gustavus ("Owner")

and

**DOWL HKM** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Gustavus Fish Passage Improvements ("Project").

Engineer's Services under this Agreement are generally identified as follows:

Refer to attached Appendix 1.

Owner and Engineer further agree as follows:

- 1.01 Basic Agreement and Period of Service
  - A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
  - B. Engineer shall complete its services within a reasonable time, or within the following specific time period: [Here insert any specific completion date, or the time for completion in days, weeks, or months from the Effective Date].
  - C.B. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 12 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.
- 2.01 Payment Procedures
  - A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of

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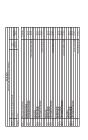
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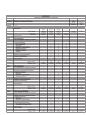
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