



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

# **GENERAL MEETING PACKET**

**January 15, 2018**



# **GUSTAVUS CITY COUNCIL**

## **GENERAL MEETING**

### **JANUARY 15, 2018**

### **7:00 PM CITY HALL**

#### **Gustavus City Council:**

##### **Mayor (Seat G):**

**Barb Miranda**

**barb.miranda@gustavus-ak.gov**

**Term Expires 2018**

##### **Vice-Mayor (Seat B):**

**Jake Ohlson**

**jake.ohlson@gustavus-ak.gov**

**Term Expires 2019**

##### **Council Member (Seat A):**

**Cheryl Cook**

**cheryl.cook@gustavus-ak.gov**

**Term Expires 2019**

##### **Council Member (Seat C):**

**Calvin Casipit**

**calvin.casipit@gustavus-ak.gov**

**Term Expires 2020**

##### **Council Member (Seat D):**

**Mike Taylor**

**mike.taylor@gustavus-ak.gov**

**Term Expires 2020**

##### **Council Member (Seat E):**

**Tim Sunday**

**tim.sunday@gustavus-ak.gov**

**Term Expires 2018**

##### **Council Member (Seat F):**

**Susan Warner**

**susan.warner@gustavus-ak.gov**

**Term Expires 2018**

#### **Gustavus City Hall:**

**City Clerk**

**Karen Platt**

**clerk@gustavus-ak.gov**

**City Treasurer**

**Phoebe Vanselow**

**treasurer@gustavus-ak.gov**

1. Call to Order
2. Roll Call
3. Approval of Minutes
  - A. General Meeting Minutes 12-11-2017
4. Mayor's Request for Agenda Changes
5. Committee/Staff Reports
  - A. Library
  - B. GVFD
  - C. Treasurer
6. Public Comment on Non-Agenda Items
7. Consent Agenda
  - A. Introduction of FY18-07NCO Providing for the Amendment of the Disposal & Recycling Center (DRC) Budget for Fiscal Year 2018
  - B. Introduction of FY18-08NCO Providing for the Amendment of the Department Budgets for Fiscal Year 2018
8. Ordinance for Public Hearing
9. Unfinished Business
  - A. Public Input on Beach Access and Parking
  - B. Introduction of City Ordinance Title 6 Revisions
10. New Business
  - A. Approval of Certificate of Record Destruction
  - B. Excursion Restaurant Liquor License Renewal
  - C. Approve Resolution CY18-01: A Resolution by the City of Gustavus Updating the City Benefits Policy and Procedure
  - D. Approve Resolution CY18-02: A Resolution Amending the Policy and Procedure on Temporary Labor Pools
  - E. Approve Scoping and Development Document for the Disposal & Recycling Center (DRC) Quonset Replacement
11. City Council Reports
12. City Council Questions and Comments
13. Public Comment on Non-Agenda Items
14. Executive Session
15. Adjournment

**GUSTAVUS CITY COUNCIL  
GENERAL MEETING MINUTES  
December 11<sup>TH</sup>, 2017**

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**1. CALL TO ORDER:**

A General Meeting of the Gustavus City Council is called to order on December 11<sup>th</sup>, 2017, at 7:01pm by Mayor Miranda. There are Twenty-one (21) members of the public in attendance at Gustavus City Hall.

**2. ROLL CALL:**

Comprising a quorum of the City Council the following are present:

Mayor Miranda  
Vice Mayor Ohlson  
Council Member Casipit  
Council Member Cook  
Council Member Sunday  
Council Member Taylor  
Council Member Warner

**3. APPROVAL OF MINUTES:**

**A. General Meeting Minutes November 13, 2017**

MOTION: Council Member Casipit moves to approve the General Meeting Minutes from October 9<sup>th</sup>, 2017 as presented.

SECONDED BY: Council Member Ohlson

PUBLIC COMMENT: None

COUNCIL COMMENT: None

ROLL CALL VOTE ON MOTION

YES: Miranda, Ohlson, Casipit, Cook, Sunday, Taylor, Warner

NO: 0

MOTION **PASSES**/FAILS 7/0

**4. MAYOR'S REQUEST FOR AGENDA CHANGES: None**

**5. COMMITTEE REPORTS/STAFF REPORTS:**

**A.** Treasurer-Submitted a monthly financial report

**6. PUBLIC COMMENT ON NON-AGENDA ITEMS**

**7. CONSENT AGENDA**

**8. ORDINANCE FOR PUBLIC HEARING**

**B. Approve FY18-02NCO** Providing for the Amendment of the Administrative Budget for FY18  
(Introduced 11-13-2017)

MOTION: Council Member Ohlson moves Approve FY18-02NCO Providing for the Amendment of the Administrative Budget for FY18

SECONDED BY: Council Member Taylor

PUBLIC COMMENT: None

COUNCIL COMMENT: None

PUBLIC READING BY: Council Member Ohlson

ROLL CALL VOTE ON MOTION

YES: Miranda, Ohlson, Casipit, Cook, Sunday, Taylor, Warner

NO: 0

MOTION **PASSES**/FAILS 7/0

**A. Approve FY18-03NCO** Providing for the Amendment of the Road Maintenance Budget and the City Held Accounts in FY17 (Introduced 11-13-2017)

MOTION: Council Member Sunday moves to **Approve FY18-03NCO** Providing for the Amendment of the Road Maintenance Budget and the City Held Accounts in FY17

SECONDED BY: Council Member Warner

PUBLIC READING BY: Council Member Sunday

PUBLIC COMMENT: None

COUNCIL COMMENT: None

ROLL CALL VOTE ON MOTION

YES: Miranda, Ohlson, Casipit, Cook, Sunday, Taylor, Warner

NO: 0

MOTION **PASSES**/FAILS 7/0

**B. Approve FY18-04NCO** Providing for the Amendment of the Road Maintenance Budget and the City Held Accounts in FY18 (Introduced 11-13-2017)

MOTION: Council Member Casipit moves **Approve FY18-04NCO** Providing for the Amendment of the Road Maintenance Budget and the City Held Accounts in FY18

SECONDED BY: Council Member Cook

PUBLIC READING BY: Council Member Casipit

PUBLIC COMMENT: None

COUNCIL COMMENT:

Council Member, Taylor provided clarification on changes in city held accounts

ROLL CALL VOTE ON MOTION

YES: Miranda, Ohlson, Casipit, Cook, Sunday, Taylor, Warner

NO: 0

MOTION **PASSES**/FAILS 7/0

**C. Approve FY18-05NCO** Providing for the Amendment of the City Held Accounts in FY18 Endowment Fund Transfer (Introduced 11-13-2017)

MOTION: Council Member Warner moves **Approve FY18-05NCO** Providing for the Amendment of the City Held Accounts in FY18 Endowment Fund Transfer

SECONDED BY: Council Member Ohlson

PUBLIC READING BY: Council Member Warner

PUBLIC COMMENT: None

COUNCIL COMMENT: None

ROLL CALL VOTE ON MOTION

YES: Miranda, Ohlson, Casipit, Cook, Sunday, Taylor, Warner

NO: 0

MOTION **PASSES**/FAILS 7/0

**D. Approve FY18-06NCO** Providing for the Sale of Fire Engine #34 (Introduced 11-13-2017)

MOTION: Council Member Miranda moves **Approve FY18-04NCO** Providing for the Amendment of the Road Maintenance Budget and the City Held Accounts in FY18

SECONDED BY: Council Member Warner

PUBLIC READING BY: Council Member Miranda

PUBLIC COMMENT: None

COUNCIL COMMENT: None

ROLL CALL VOTE ON MOTION

YES: Miranda, Ohlson, Casipit, Cook, Sunday, Taylor, Warner

NO: 0

MOTION **PASSES**/FAILS 7/0

9. UNFINISHED BUSINESS

10. **NEW BUSINESS:**

**A. Cooperative Management Agreement for Gustavus Beach Tracts**

- a. Public Comment on Issue Identification
  1. Thomas Imboden-What is the cost?
  2. Jon Howell-What is a Quieting Title?
  3. Aimee Youmans-How many acres?
  4. Julie Howell-Concern over Roads that have developed and the fragility of the land
  5. Wendy Bredow-Requested area clarification
  6. Sean Neilson-Limit parking to paved areas
  7. Greg Streveler-A vegetation management plan that includes the growth of spruce trees may incidentally take care of other issues such as the roads.
  8. Jen Gardner-Trash and pets
  9. Kathy Hocker-Camping paired with waste disposal
  10. Aimee Youmans-Opportunity to hire management of beach and create a camping area
  11. Ben DeBoer-Identify Property Boundaries
  12. Julie Howell-Would like to see camping not so visible
  13. Thomas Imboden-Need to steer campers to a designated place that is managed to prevent stress to the environment
  14. Nat Casipit-Preserve the recreation areas/activities i.e. sledding, spruce tip harvesting and strawberry picking
  15. Kathy Hocker-offer structural opportunities that don't already exist i.e. picnic tables and shelters
  16. Judy Cooper- Paved parking area is not adequate
  17. Bruce McDonough-Off road vehicle use has been a traditional use at the beach. Recommends designating an area.

*Mayor Miranda called for a five-minute recess at 7:55 pm. Meeting reconvened at 8:04pm.*

**B. Approval of Public Services Librarian Position Hire**

MOTION: Council Member Miranda moves to approve Public Services Librarian Position hiring of Jen Gardner

SECONDED BY: Council Member Cook

PUBLIC COMMENT: Youmans

COUNCIL COMMENT: Sunday

ROLL CALL VOTE ON MOTION

YES: Miranda, Ohlson, Casipit, Cook, Sunday, Taylor, Warner

NO: 0

MOTION **PASSES**/FAILS 7/0

**C. Glacier Bay Lodge Liquor License Transfer**

Council Member Sunday provide summary of License Transfer

No Objection, No Action was taken

**D. Approve Resolution CY17-13** A Resolution Adopting an Alternative Allocation Method for the FY18 Shared Fisheries Business Tax Program and Certifying that this Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in FMA 17: Northern Southeast Alaska

MOTION: Council Member Casipit moves **Approve Resolution CY17-13** A Resolution Adopting an Alternative Allocation Method for the FY18 Shared Fisheries Business Tax Program and Certifying that this Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in FMA 17: Northern Southeast Alaska

SECONDED BY: Council Member Cook

PUBLIC COMMENT: None

COUNCIL COMMENT: Warner, Ohlson

ROLL CALL VOTE ON MOTION

YES: Miranda, Ohlson, Casipit, Cook, Sunday, Taylor, Warner

NO: 0

MOTION **PASSES**/FAILS 7/0

**E. Approve Resolution CY17-14** A Resolution to Award Endowment Fund Earnings

MOTION: Council Member Warner moves

SECONDED BY: Council Member Taylor

Public Reading by Warner

PUBLIC COMMENT: Chris Gabriel, Sean Neilson

COUNCIL COMMENT: Sunday, Warner

AMENDMENT TO THE MAIN MOTION: Council Member Warner moves amend Resolution CY17 as follows;

Whereas, Salmon River Park is a City property and responsibility, and

Whereas, two proposals for children's playground equipment were deemed successful this year, and

Whereas, selection criteria in Policy direct that weight should be given to proposals which:

-Address community needs outside the authorized functions of the city

-Leverage matching funds, and

-Offer broad community benefits and value

Now, therefore, Resolution CY17-14 should be amended so that the City Council should remove \$6,187.27 from the \$20,000 Salmon River Park playground equipment project, leaving \$13,812.73. The \$6,187.27 could be replaced from the regular City budget process to contribute a minority share from City funds. The \$6,187.27 should then be added to the Community Center project, bringing that award to \$20,000, as that proposal meets all criteria and offers the potential for benefit across all age and demographic groups in the community.

SECONDED BY: Council Member Taylor

PUBLIC COMMENT: Nat Casipit

COUNCIL COMMENT: Taylor, Sunday, Cook, Casipit, Miranda, Ohlson

ROLL CALL VOTE ON THE AMENDMENT:

YES: Taylor, Warner

NO: Miranda, Ohlson, Casipit, Cook, Sunday

MOTION **PASSES/FAILS** 5/2

ROLL CALL VOTE ON MAIN MOTION

YES: Miranda, Ohlson, Casipit, Cook, Sunday, Taylor, Warner

NO: 0

MOTION **PASSES**/FAILS 7/0

**F. Approve Resolution CY17-15** A Resolution by The Gustavus City Council Commending the Gustavus Foxes Mixed 6 Volleyball Team on 2<sup>nd</sup> Place at the ASAA State Championship

MOTION: Council Member Ohlson moves

SECONDED BY: Council Member Sunday

PUBLIC READING BY: Council Member Ohlson

PUBLIC COMMENT: Chris Gabriel-how will it be presented to the team

COUNCIL COMMENT: Sunday-this is a big deal for these kids

Ohlson-commented on all the years

ROLL CALL VOTE ON MOTION

YES: Miranda, Ohlson, Casipit, Cook, Sunday, Taylor, Warner

NO:

RECUSED:

MOTION **PASSES**/FAILS 7/0

**G. Approve Resolution CY17-16** A Resolution by the City of Gustavus Pertaining to the Authorized Investments of, the Investment Allocations of, and Establishing Appropriate Benchmarks to Measure Performance of the City's Endowment Funds

MOTION: Council Member Sunday moves Approve Resolution CY17-16 A Resolution by the City of Gustavus Pertaining to the Authorized Investments of, the Investment Allocations of, and Establishing Appropriate Benchmarks to Measure Performance of the City's Endowment Funds

SECONDED BY: Council Member Cook

PUBLIC READING BY: Council Member Sunday

PUBLIC COMMENT: None

COUNCIL COMMENT: None

ROLL CALL VOTE ON MOTION

YES: Miranda, Ohlson, Casipit, Cook, Sunday, Taylor, Warner

NO: 0

MOTION **PASSES**/FAILS 7/0

**11. CITY COUNCIL REPORTS:**

**A. Mayors Report**

**B. Title 6 Update**

**12. CITY COUNCIL QUESTIONS AND COMMENTS:**

**A. Mike Taylor-provided a roads update. Not much can be done right now due to the rain.**

**B. Ohlson-Borough**

**C. Barb-more on borough. If Haines and Hoonah create boroughs, we may not have the option to remain out of a borough. This topic will be discussed at our January meetings.**

**D. Sunday-Rink Creek Bridge repair bid will open tomorrow**

**13. PUBLIC COMMENT ON NON-AGENDA ITEMS:**

**A. Ben DeBoer-Appreciates seeing a full city council**

**15. EXECUTIVE SESSION**

**16. ADJOURNMENT:**

Hearing no objections, Mayor Miranda adjourns the meeting at 8:57pm.

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Barbara Miranda, Mayor

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Attest: Karen Platt, City Clerk



**City of Gustavus**  
P.O. Box 1  
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# COMMITTEE/STAFF REPORTS



# Fire Department Quarterly Report

## Bullet Items

**2017 Total Calls: 45 EMS & 3 Fire**

### November:

- Ems training focused on High quality CPR and are introducing new tools and techniques in to more efficient CPR. We have borrowed a full size human mannequin from SEREMS in Sitka and will using it in every drill from here on out until they ask for it back.
- Fire Drill was running the pump donated from Juneau years ago and seeing what type of volume it could move.

### October:

- Fire drill was Pump operations and we flowed water on the pond next to the Post Office to help smooth the ice.
- EMS was a continuation from last month and focused on CPR along with jump kit familiarization.
- The fire department also participated in the school's earthquake drill and did some fire prevention education for a couple hours.
- VFA Grant was turned in.
- I went to Sitka to do some recertification work for my EMT and volunteered at the Department and went on roughly 10 emergency calls.

### December:

- Ems Training was on diabetic emergencies
- Fire training was on SCBA beginner level.
- We had a small Christmas party for the volunteers
- Starting planning on what to do for larger patients and options getting them out of town.
- 2017 Code Blue Grant equipment started showing up

### Upcoming:

- ETT in February
- HAZMAT OPS / ICS 100 200 in mid-March
- Wildland fire Class 4/23 – 4/27 or 4/30 – 5/4
- Rural Fire in mid-May
- More Community CPR classes

## **January 15, 2018 General Meeting**

### **Treasurer's Report**

Phoebe Vanselow

1. Attended RUBA Financial Management for Rural Utilities Class December 4-8
2. Monthly financial reports - midway through FY18
3. Certified Financial Statement for FY17 – plan to have resolution for approval at Feb. meeting
4. Capital Project Planning - update on process; project submissions to State via CAPSIS due 2/12; next work session Friday, 1/26/18, 10am at City Hall
5. RFP for IT Managed Services – using City of St. Paul's RFP as a model; started on this
6. Altman, Rogers, and Co. - plan on using them for "review services" when FY18 ends
7. QuickBooks clean-up – DCCED community liaison Ryan Wilson suggests using RUBA QuickBooks help desk
8. Upcoming budget preparation - March
9. Updated City forms on website: business license, sales tax 1 and 2, ambulance subscription program, vessel registration (thanks to Nat Casipit)
10. Completed annual billing for long-term storage at the boat harbor
11. Pit Run Gravel Solicitation of Interest posting February 1. Will approve contracts at February General Meeting.
12. Endowment Fund Grant status update – receiving first month's reports; already have disbursed some funds
13. Fire Engine sale closed January 12
14. Ambulance billing – working with Travis, plan on billing for ambulance transport in 2018, encourage folks to sign up for Ambulance Subscription Program

3:08 PM

01/02/18

Accrual Basis

**City of Gustavus**  
**Balance Sheet**  
As of December 31, 2017

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	<u>Dec 31, 17</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
AMLIP - CoG Main account (0630598.1)	1,176,825.36
AMLIP Admin (0630598.10)	40,618.84
AMLIP Beach (0630598.11)	36.02
AMLIP DRC (0630598.9)	14,005.67
AMLIP GCN (0630598.5)	1,968.65
AMLIP GVFD (0630598.4)	0.38
AMLIP Lands (0630598.7)	6,574.07
AMLIP Library (0630598.2)	48,574.87
AMLIP MFC (0630598.3)	88,238.59
AMLIP Public Works (0630598.6)	35,021.08
AMLIP Road Maint (0630598.8)	93,781.70
APCM.Endowment Fund	1,437,704.21
FNBA - Checking	530,142.06
FNBA Endowment Fund - Checking	62,221.01
FNBA First Investment Account	750,520.03
Petty Cash	184.30
<b>Total Checking/Savings</b>	<u>4,286,416.84</u>

**City of Gustavus**  
**Profit & Loss Budget vs. Actual COG Accrual**  
**July 2016 through June 2017**

	Jul '16 - Jun 17	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Admin Fees	5.00	10.00	-5.00	50.0%
Business License Fees	3,800.00	2,500.00	1,300.00	152.0%
City Subsidy Income	0.00	0.00	0.00	0.0%
Community Revenue Sharing	77,202.00	77,264.00	-62.00	99.9%
Donation - Inter-library Loans	119.80			
Donations	2,470.22	2,000.00	470.22	123.5%
DRC Income (Disposal & Recycling Center)	82,043.36	74,700.00	7,343.36	109.8%
Facilities Usage Fees	0.00	0.00	0.00	0.0%
Fundraiser - Kates Local Artist	64.00			
Fundraising	672.00	6,000.00	-5,328.00	11.2%
Fundraising - GVFD	4,410.30			
GCN Income	534.48	0.00	534.48	100.0%
Grant Income	0.00	35,657.00	-35,657.00	0.0%
Gravel Pit Gravel Sales	8,084.00	8,000.00	84.00	101.1%
GVFD Income	1,570.00	3,000.00	-1,430.00	52.3%
In-Kind Income	0.00	0.00	0.00	0.0%
Interest Income	234.64	50.00	184.64	469.3%
Lands Income	0.00	750.00	-750.00	0.0%
Lease Income	15,344.35	14,041.42	1,302.93	109.3%
Library Income	2,203.93	3,000.00	-796.07	73.5%
Marine Facilities Income	15,227.75	8,000.00	7,227.75	190.3%
NSF Checks Paid	0.00	0.00	0.00	0.0%
NSF Fees	0.00	0.00	0.00	0.0%
Other Income	0.00	0.00	0.00	0.0%
Payment In Lieu of Taxes	97,777.98	90,000.00	7,777.98	108.6%
<b>Sales Tax Income</b>				
Fish Box Tax	16,120.00	12,000.00	4,120.00	134.3%
Penalties & Interest	4,199.99	0.00	4,199.99	100.0%
Retail Tax Income	342,930.56	375,000.00	-32,069.44	91.4%
Room Tax Income	70,376.85	55,000.00	15,376.85	128.0%
Seller's Compensation	-3,364.54	0.00	-3,364.54	100.0%
Tax Exempt Cards	210.00	200.00	10.00	105.0%
Sales Tax Income - Other	0.00	0.00	0.00	0.0%
<b>Total Sales Tax Income</b>	<b>430,472.86</b>	<b>442,200.00</b>	<b>-11,727.14</b>	<b>97.3%</b>
Shared Fisheries Business Tax	2,196.31	1,550.00	646.31	141.7%
Transfer In	0.00	0.00	0.00	0.0%
<b>Total Income</b>	<b>744,432.98</b>	<b>768,722.42</b>	<b>-24,289.44</b>	<b>96.8%</b>
<b>Gross Profit</b>	<b>744,432.98</b>	<b>768,722.42</b>	<b>-24,289.44</b>	<b>96.8%</b>
<b>Expense</b>				
Administrative Costs	2,048.56	15,130.00	-13,081.44	13.5%
Advertising	0.00	1,000.00	-1,000.00	0.0%
Ambulance Subscription Expense	-10.00	500.00	-510.00	-2.0%
Bank Service Charges	3,478.72	700.00	2,778.72	497.0%
Building	5,389.56	11,202.00	-5,812.44	48.1%
Capital Expense	0.00	0.00	0.00	0.0%
Cash Short/Over	489.59			
City Subsidy Expense	0.00	0.00	0.00	0.0%
Contractual Services	40,134.32	51,000.00	-10,865.68	78.7%
Dues/Fees	5,320.80	7,640.00	-2,319.20	69.6%

**City of Gustavus**  
**Profit & Loss Budget vs. Actual COG Accrual**  
**July 2016 through June 2017**

	Jul '16 - Jun 17	Budget	\$ Over Budget	% of Budget
Election Expense	111.16	500.00	-388.84	22.2%
Encumbered Funds transfer	0.00	0.00	0.00	0.0%
Equipment	9,674.22	13,475.00	-3,800.78	71.8%
Freight/Shipping	15,540.83	15,725.00	-184.17	98.8%
Fundraising Expenses	1,872.71	2,350.00	-477.29	79.7%
General Liability	1,865.68	0.00	1,865.68	100.0%
Grant Expense	0.00	9,000.00	-9,000.00	0.0%
GVA	0.00	10,000.00	-10,000.00	0.0%
Holiday gift	2,285.70	2,500.00	-214.30	91.4%
Insurance	0.00	0.00	0.00	0.0%
Library Materials	266.73	300.00	-33.27	88.9%
Marine Facilities	4,796.04	11,500.00	-6,703.96	41.7%
Occupational Health	0.00	5,000.00	-5,000.00	0.0%
Other Expense	0.00	18,100.00	-18,100.00	0.0%
Payroll Expenses	346,694.56	360,831.00	-14,136.44	96.1%
Postage & Shipping	0.00	0.00	0.00	0.0%
Professional Services	16,078.81	45,000.00	-28,921.19	35.7%
Public Relations	575.00	2,400.00	-1,825.00	24.0%
Relocation	913.70	0.00	913.70	100.0%
Road Maintenance	73,109.60	73,109.60	0.00	100.0%
Supplies	16,421.57	21,500.00	-5,078.43	76.4%
Telecommunications	17,967.85	15,350.00	2,617.85	117.1%
Training	4,394.46	29,057.00	-24,662.54	15.1%
Travel	5,831.17	19,000.00	-13,168.83	30.7%
Utilities	12,658.79	16,080.00	-3,421.21	78.7%
Vehicle	2,913.24	8,800.00	-5,886.76	33.1%
<b>Total Expense</b>	<b>590,823.37</b>	<b>766,749.60</b>	<b>-175,926.23</b>	<b>77.1%</b>
<b>Net Ordinary Income</b>	<b>153,609.61</b>	<b>1,972.82</b>	<b>151,636.79</b>	<b>7,786.3%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
<b>Encumbered Funds</b>				
National Forest Receipts	5,537.40	5,537.40	0.00	100.0%
Encumbered Funds - Other	67,572.20	67,572.20	0.00	100.0%
<b>Total Encumbered Funds</b>	<b>73,109.60</b>	<b>73,109.60</b>	<b>0.00</b>	<b>100.0%</b>
<b>Total Other Income</b>	<b>73,109.60</b>	<b>73,109.60</b>	<b>0.00</b>	<b>100.0%</b>
<b>Other Expense</b>				
Fraudulent Charges	0.00			
Returned NSF Check	9.25			
<b>Total Other Expense</b>	<b>9.25</b>			
<b>Net Other Income</b>	<b>73,100.35</b>	<b>73,109.60</b>	<b>-9.25</b>	<b>100.0%</b>
<b>Net Income</b>	<b>226,709.96</b>	<b>75,082.42</b>	<b>151,627.54</b>	<b>301.9%</b>

**City of Gustavus**  
**Profit & Loss Budget vs. Actual COG Accrual**  
**July through December 2017**

	Jul - Dec 17	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Admin Fees	0.00	10.00	-10.00	0.0%
Business License Fees	875.00	3,000.00	-2,125.00	29.2%
City Subsidy Income	0.00	0.00	0.00	0.0%
Community Revenue Sharing	88,824.00	82,515.28	6,308.72	107.6%
Donations	1,960.00	2,000.00	-40.00	98.0%
DRC Income (Disposal & Recycling Center)	57,924.51	88,280.00	-30,355.49	65.6%
Facilities Usage Fees	0.00	0.00	0.00	0.0%
Fundraiser - Kates Local Artist	10.00			
Fundraising	0.00	5,200.00	-5,200.00	0.0%
GCN Income	0.00	0.00	0.00	0.0%
Gravel Pit Gravel Sales	9,246.00	8,000.00	1,246.00	115.6%
GVFD Income	315.00	1,500.00	-1,185.00	21.0%
In-Kind Income	0.00	0.00	0.00	0.0%
Interest Income	406.66	70.00	336.66	580.9%
Lease Income	6,157.00	15,541.42	-9,384.42	39.6%
Library Income	1,043.20	3,000.00	-1,956.80	34.8%
Marine Facilities Income	2,570.00	14,000.00	-11,430.00	18.4%
NSF Checks Paid	0.00	0.00	0.00	0.0%
NSF Fees	0.00	-10.00	10.00	0.0%
Other Income	0.00	0.00	0.00	0.0%
Payment In Lieu of Taxes	107,545.26	107,545.26	0.00	100.0%
<b>Sales Tax Income</b>				
Fish Box Tax	12,580.00	15,000.00	-2,420.00	83.9%
Penalties & Interest	2,348.17	0.00	2,348.17	100.0%
Retail Tax Income	266,578.55	319,000.00	-52,421.45	83.6%
Room Tax Income	67,604.31	67,000.00	604.31	100.9%
Seller's Compensation	-788.30	0.00	-788.30	100.0%
Tax Exempt Cards	10.00	150.00	-140.00	6.7%
Sales Tax Income - Other	0.00	0.00	0.00	0.0%
<b>Total Sales Tax Income</b>	<b>348,332.73</b>	<b>401,150.00</b>	<b>-52,817.27</b>	<b>86.8%</b>
<b>Shared Fisheries Business Tax</b>	<b>410.40</b>	<b>1,656.21</b>	<b>-1,245.81</b>	<b>24.8%</b>
<b>Total Income</b>	<b>625,619.76</b>	<b>733,458.17</b>	<b>-107,838.41</b>	<b>85.3%</b>
<b>Gross Profit</b>	<b>625,619.76</b>	<b>733,458.17</b>	<b>-107,838.41</b>	<b>85.3%</b>
<b>Expense</b>				
Administrative Costs	1,257.79	28,400.00	-27,142.21	4.4%
Advertising	75.00	500.00	-425.00	15.0%
Ambulance Subscription Expense	400.00	2,000.00	-1,600.00	20.0%
Bank Service Charges	899.95	2,630.00	-1,730.05	34.2%
Building	9,662.74	28,747.26	-19,084.52	33.6%
Capital Expense	0.00	0.00	0.00	0.0%
City Subsidy Expense	0.00	0.00	0.00	0.0%
Contractual Services	9,599.10	29,500.00	-19,900.90	32.5%
Dues/Fees	1,404.00	7,740.00	-6,336.00	18.1%
Election Expense	212.17	500.00	-287.83	42.4%
Encumbered Funds transfer	0.00	0.00	0.00	0.0%
Equipment	2,276.58	11,845.00	-9,568.42	19.2%
Freight/Shipping	8,692.55	18,760.00	-10,067.45	46.3%
Fundraising Expenses	100.00	2,100.00	-2,000.00	4.8%
General Liability	4,424.75	4,000.00	424.75	110.6%

**City of Gustavus**  
**Profit & Loss Budget vs. Actual COG Accrual**  
**July through December 2017**

	Jul - Dec 17	Budget	\$ Over Budget	% of Budget
GVA	0.00	0.00	0.00	0.0%
Holiday gift	2,500.00	2,500.00	0.00	100.0%
Library Materials	0.00	300.00	-300.00	0.0%
Marine Facilities	1,654.51	12,000.00	-10,345.49	13.8%
Occupational Health	0.00	500.00	-500.00	0.0%
Other Expense	0.00	0.00	0.00	0.0%
Payroll Expenses	150,037.15	401,000.00	-250,962.85	37.4%
Postage & Shipping	0.00	0.00	0.00	0.0%
Professional Services	21,068.19	45,000.00	-23,931.81	46.8%
Public Relations	345.91	2,000.00	-1,654.09	17.3%
Relocation	0.00	0.00	0.00	0.0%
Road Maintenance	40,262.10	90,000.00	-49,737.90	44.7%
Supplies	6,047.41	21,500.00	-15,452.59	28.1%
Telecommunications	11,868.48	18,210.00	-6,341.52	65.2%
Training	4,573.30	20,600.00	-16,026.70	22.2%
Travel	7,792.15	23,350.00	-15,557.85	33.4%
Utilities	7,114.24	16,320.00	-9,205.76	43.6%
Vehicle	5,072.16	8,550.00	-3,477.84	59.3%
<b>Total Expense</b>	<b>297,340.23</b>	<b>798,552.26</b>	<b>-501,212.03</b>	<b>37.2%</b>
<b>Net Ordinary Income</b>	<b>328,279.53</b>	<b>-65,094.09</b>	<b>393,373.62</b>	<b>-504.3%</b>
<b>Other Income/Expense</b>				
Other Income				
Encumbered Funds				
National Forest Receipts	0.00	0.00	0.00	0.0%
Encumbered Funds - Other	90,000.00	90,000.00	0.00	100.0%
<b>Total Encumbered Funds</b>	<b>90,000.00</b>	<b>90,000.00</b>	<b>0.00</b>	<b>100.0%</b>
<b>Total Other Income</b>	<b>90,000.00</b>	<b>90,000.00</b>	<b>0.00</b>	<b>100.0%</b>
<b>Other Expense</b>				
Returned NSF Check	25.00			
<b>Total Other Expense</b>	<b>25.00</b>			
<b>Net Other Income</b>	<b>89,975.00</b>	<b>90,000.00</b>	<b>-25.00</b>	<b>100.0%</b>
<b>Net Income</b>	<b>418,254.53</b>	<b>24,905.91</b>	<b>393,348.62</b>	<b>1,679.3%</b>



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

# CONSENT AGENDA



**CITY OF GUSTAVUS, ALASKA  
ORDINANCE FY18-07NCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF  
THE DISPOSAL & RECYCLING CENTER (DRC) BUDGET FOR FISCAL YEAR 2018**

**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 2018 estimated expenditures have changed from the estimates in the approved budget.

**Section 3.** For the current fiscal year, the budget is amended to reflect the changed estimates as follows:

<b>Budget Category</b>	<b>Amounts</b>		
	Original Budget	Amended Budget	Change
<b>EXPENSE</b>			
Training	\$ 1,100.00	\$ 600.00	<\$ 500.00>
Travel	\$ 2,350.00	\$ 350.00	<\$ 2,000.00>
Contractual Services	\$ 4,000.00	\$ 6,500.00	\$ 2,500.00

*SWANA training not needed in FY18. Funds to be spent to work with a consultant on developing a plan to replace the Quonset.*

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Total Change in Expense	<b>\$ 0.00</b>
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**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 15, 2018*

**DATE OF PUBLIC HEARING:** *February 12, 2018*

**PASSED** and **APPROVED** by the Gustavus City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Barbara Miranda, Mayor

\_\_\_\_\_  
Attest: Phoebe Vanselow, City Treasurer

\_\_\_\_\_  
Attest: Karen Platt, City Clerk

**CITY OF GUSTAVUS, ALASKA  
ORDINANCE FY18-08NCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF  
DEPARTMENT BUDGETS FOR FISCAL YEAR 2018**

**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 2018 estimated expenditures have changed from the estimates in the approved budget.

**Section 3.** For the current fiscal year, the budget is amended to reflect the changed estimates as follows:

<b>Budget Category EXPENSE</b>	<b>Amounts</b> Original Budget	Amended Budget	Change
DRC:Payroll Expenses:Health Ins. Stipend	\$ 0.00	\$ 4,800.00	\$ 4,800.00
Library:Payroll Expenses:Health Ins. Stip.	\$ 0.00	\$ 3,600.00	\$ 3,600.00
Admin:Payroll Expenses:Health Ins. Stip.	\$ 20,800.00	\$ 12,400.00	<\$ 8,400.00>
GVFD:Payroll Expenses:Health Ins. Stip.	\$ 10,400.00	\$ 8,400.00	<\$ 2,000.00>
GVFD:Payroll Exp.:Workers' Comp. Ins.	\$ 6,000.00	\$ 8,000.00	\$ 2,000.00

*Budget adjustments to implement the City of Gustavus Benefits Policy for Eligible Regular Position Employees Effective January 1, 2018.  
GVFD workers' compensation insurance was higher than budgeted.*

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Total Change in Expense	\$ 0.00
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**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 15, 2018

**DATE OF PUBLIC HEARING:** February 12, 2018

**PASSED** and **APPROVED** by the Gustavus City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.

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Barbara Miranda, Mayor

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Attest: Phoebe Vanselow, City Treasurer

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Attest: Karen Platt, City Clerk



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

# Unfinished Business

# PUBLIC INPUT REQUESTED!

## GUSTAVUS BEACH: PARKING AND ACCESS

The City of Gustavus is collaborating with the State of Alaska to take steps to cooperatively manage the two tracts of land on the east and west side of the dock (Tract A and B in the map below). To ensure that we properly consider all the issues related to the beach, we held our first public hearing about this effort at the City of Gustavus General Meeting on December 11, 2017. At this meeting we identified the following issues:



- Parking
- Education
- Vegetation Management
- Camping
- Private Property Boundaries
- Access
- Recreation Facilities
- Recreation Uses
- Maintenance and Trash Disposal

At our General Meeting on January 15<sup>th</sup>, we'd like to hear your opinion on public access and parking. Access includes motorized and non-motorized access, trails, roads, access to adjacent private property, etc. Please come to this meeting ready to express your courteous and thoughtful comments. Note that public input may be time-constrained depending on the number of participants.

This subject of access to these tracts is bounded by several things, including the following:

- 1) As provided in 11AAC 96.020 and 11AAC 96.025, there are generally allowed uses on these lands; there are also conditions for these public uses. These uses and conditions are attached to this posting.
- 2) The adjacent private land owners have expressed their desire to not have motorized access on their lands.

**Join Us at City Hall Monday, January 15 at 7:30pm**

**(the General Meeting starts at 7, but this topic will not  
be addressed until 7:30 at the earliest)**

## Fact sheet:



## Alaska Department of Natural Resources

Division of Mining, Land and Water • August 2011

### GENERALLY ALLOWED USES ON STATE LAND

As provided in 11 AAC 96.020, the following **uses and activities are generally allowed on state land** managed by the **Division of Mining, Land and Water** (these uses and activities may be restricted in legislatively designated areas, or special management category or status as listed in 11 AAC 96.014<sup>1</sup>). Uses listed as “Generally allowed” do not require a permit from the Division of Mining, Land and Water. Note that this list does not apply to state parks, nor to land owned or managed by other state agencies such as the University of Alaska, Alaska Mental Health Trust, Department of Transportation and Public Facilities, or the Alaska Railroad. **You may need other state, federal or borough permits for these uses or activities.** Permits can be required from the Army Corps of Engineers, Department of Environmental Conservation, the Environmental Protection Agency, Alaska Department of Fish and Game Habitat Division (ADF&G-Habitat). Before beginning an activity on state land, the user should check to be sure it is generally allowed in that particular area.

#### TRAVEL ACROSS STATE LAND:

**Hiking, backpacking, skiing, climbing, and other foot travel; bicycling; traveling by horse or dogsled or with pack animals.**

**Using a highway vehicle** with a curb weight of up to 10,000 pounds, including a four-wheel-drive vehicle and a pickup truck, **or using a recreational-type vehicle** off-road or all-terrain vehicle with a curb weight of up to 1,500 pounds, including a snowmobile (or other tracked vehicle), motorcycle or ATV, on or off an established road easement, if use off the road easement does not cause or contribute to water quality degradation, alteration of drainage systems, significant rutting, ground disturbance, or thermal erosion. (Curb weight means the weight of a vehicle with a full tank of fuel and all fluids topped off, but with no one sitting inside or on the vehicle and no cargo loaded. Most highway rated sport utility vehicles are within the weight limit as are most small ATVs, including a basic Argo.) Use of larger off-road vehicles over 1,500 pounds curb weight, and the off-road travel of construction and mining equipment requires a permit from DNR. An authorization is required from the ADF&G-Habitat for any motorized travel in fish bearing streams.

**Landing an aircraft** (such as a single-engine airplane or a helicopter), or using watercraft (such as a boat, jet-ski, raft, or canoe), without damaging the land, including shoreland, tideland, and submerged land.

**Driving livestock**, including any number of reindeer or up to 100 horses, cattle, or other domesticated animals.

#### ACCESS IMPROVEMENTS ON STATE LAND:

Brushing or **cutting a trail** less than five feet wide using only hand-held tools such as a chainsaw (making a trail does not create a property right or interest in the trail).

**Anchoring a mooring buoy** in a lake, river, or marine waters, or placing a **float, dock, boat haulout, floating breakwater, or boathouse** in a lake, river, or in marine waters, for the personal, noncommercial use of the upland owner, if the use does not interfere with public access or another public use, and if the improvement is placed within the projected sidelines of the contiguous upland owner's parcel or otherwise has the consent of the affected upland owner. A float or dock means an open structure without walls or roof that is designed and used for access to and from the water rather than for storage, residential use, or other purposes. A boat haulout means either a rail system (at ground level or elevated with pilings) or a line attached from the uplands to an anchor or mooring buoy. A floating breakwater means a structure, such as a log bundle, designed to dissipate wave or swell action. A boathouse means a structure designed and used to protect a boat from the weather rather than for other storage, residential use or other purposes.

<sup>1</sup> These special use areas are listed in 11 AAC 96.014 and on the last page of this fact sheet. Maps of the areas are available online at: [www.dnr.state.ak.us/mlw/sua/](http://www.dnr.state.ak.us/mlw/sua/)



## REMOVING OR USING STATE RESOURCES:

**Hunting, fishing, or trapping**, or placement of a crab pot, shrimp pot, herring pound or fishwheel, that complies with applicable state and federal statutes and regulations on the taking of fish and game.

**Harvesting** a small number of **wild plants, mushrooms, berries, and other plant material** for personal, noncommercial use. The cutting of trees is not a generally allowed use except as it relates to brushing or cutting a trail as provided above. Commercial harvest of non-timber forest products requires a permit (11 AAC 96.035) and harvest practices must conform to the Alaska Non-Timber Forest Products Harvest Manual for Commercial Harvest on state-owned Lands. <http://dnr.alaska.gov/ag/NTFPRports.htm>

**Using dead and down wood for a cooking or warming fire**, unless the department has closed the area to fires during the fire season.

**Grazing** no more than five domesticated animals.

**Recreational gold panning; hard-rock mineral prospecting or mining** using light portable field equipment, such as a hand-operated pick, shovel, pan, earth auger, or a backpack power drill or auger; or **suction dredging** using a suction dredge with a nozzle intake of six inches or less, powered by an engine of 18 horsepower or less, and pumping no more than 30,000 gallons of water per day. An authorization is required from ADF&G-Habitat prior to dredging in fish bearing streams.

## OTHER IMPROVEMENTS AND STRUCTURES ON STATE LAND:

**Setting up and using a camp** for personal, noncommercial recreational purposes, or for any non-recreational purpose (such as a support camp during mineral exploration), for no more than 14 days at one site, using a tent platform or other temporary structure that can readily be dismantled and removed, or a floathouse that can readily be moved. Moving the entire camp at least two miles starts a new 14-day period. Cabins or other permanent improvements are not allowed, even if they are on skids or another non-permanent foundation. The camp must be removed immediately if the department determines that it interferes with public access or other public uses or interests.

**Brushing or cutting a survey line** less than five feet wide using only hand-held tools (such as a chainsaw), or **setting a survey marker** (setting a survey monument—a permanent, official marker—requires written survey instructions issued by the Division of Mining, Land and Water under 11 AAC 53).

Placing a residential **sewer outfall** into marine waters from a contiguous privately owned upland parcel, with the consent of the affected parcel owners, if the outfall is within the projected sidelines of the contiguous upland parcel and is buried to the extent possible or, where it crosses bedrock, is secured and covered with rocks to prevent damage. Any placement of a sewer outfall line must comply with state and federal statutes and regulations applicable to residential sewer outfalls.

**Placing riprap or other suitable bank stabilization material** to prevent erosion of a contiguous privately owned upland parcel if no more than one cubic yard of material per running foot is placed onto state shoreland and the project is otherwise within the scope of the U.S. Army Corps of Engineers nationwide permit on bank stabilization.

## MISCELLANEOUS USES OF STATE LAND:

**An event or assembly of 50 people or less**, including events sponsored by non-profit organizations or a commercial event.

Entry for **commercial recreation** purposes **on a day-use basis** with no overnight camps or unoccupied facilities that remain overnight, as long as the use has been registered as required by 11 AAC 96.018.

**Recreational or other use** not listed above may occur on state land as long as that use

- \* is not a commercial recreational camp or facility, (whether occupied or unoccupied) that remains overnight;
- \* does not involve explosives or explosive devices (except firearms);

- \* is not prospecting or mining using hydraulic equipment methods (i.e. the use of pumped or flowing water to remove overburden or move gravels);
- \* does not include drilling in excess of 300 feet deep (including exploratory drilling or stratigraphic test wells on state land not under oil or gas lease);
- \* is not for geophysical exploration for minerals subject to lease or an oil and gas exploration license or for seismic surveys involving the use of explosives;
- \* does not cause or contribute to significant disturbance of vegetation, drainage, or soil stability;
- \* does not interfere with public access or other public uses or interests; and
- \* does not continue for more than 14 consecutive days at any site. Moving the use to another site at least two miles away starts a new 14-day period.
- \* does not include exploration for coal (a notice of intent to conduct exploration for coal must be filed with the DNR)

## Check for special conditions and exceptions!

All activities on state land must be conducted in a responsible manner that will minimize or prevent disturbance to land and water resources, and must comply with all applicable federal, state, and local laws and regulations. **By acting under the authority of this list, the user agrees to the conditions set out in 11 AAC 96.025** (a copy of these conditions are attached to this fact sheet). A person who violates these conditions is subject to any action available to the department for enforcement and remedies, including civil action for forcible entry and detainer, ejectment, trespass, damages, and associated costs, or arrest and prosecution for criminal trespass in the second degree. The department may seek damages available under a civil action, including restoration damages, compensatory damages, and treble damages under AS 09.45.730 or AS 09.45.735 for violations involving injuring or removing trees or shrubs, gathering technical data, or taking mineral resources. (11 AAC 96.145)

Remember that this list does not apply to state parks, University of Alaska lands, or Alaska Mental Health Trust lands. In addition, some other areas managed by the Division of Mining, Land and Water are not subject to the full list of generally allowed uses. Exceptions may occur because of special conditions in a state land use plan or management plan for example, a management plan may reduce the number of days that people can camp at a specific site), or by a “special use land” designation (for instance, a special use land designation for the North Slope requires a permit for off-road vehicle use). Special Use Areas are listed in 11 AAC 96.014; more information is available on the department’s website at <http://dnr.alaska.gov/mlw/sua/>. GAU’s have also been modified for the Knik River Public Use Area.

Also, be aware that this list does not exempt users from the permit requirements of other state, federal, or local agencies. For example, the ADF&G - Habitat may require a permit for a stream crossing or if the use will take place in a state game refuge.

Finally, this list does not authorize a use if another person has already acquired an exclusive property right for that use. For instance, it does not give people permission to graze livestock on someone else’s state grazing lease, to build a trail on a private right-of-way that the Division of Mining, Land and Water has granted to another person, or to pan for gold on somebody else’s state mining location.

Department staff can help users determine the land status of state-owned land and whether it is subject to any special exceptions or to private property rights.

### For additional information, contact the Department of Natural Resources:

PUBLIC INFORMATION CENTER 550 W. 7 <sup>th</sup> Avenue, Suite 1260 Anchorage, AK 99501-3557 (907) 269-8400 TDD: (907) 269-8411	DIVISION OF MINING, LAND & WATER PUBLIC INFORMATION OFFICE 400 Willoughby Ave., Suite 400 P.O. Box 111020 Juneau, AK 99801-1021 (907) 465-3400 TDD: (907) 465-3888	PUBLIC INFORMATION CENTER 3700 Airport Way Fairbanks, AK 99709-4699 (907) 451-2705 TDD: (907) 451-2770
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**CONDITIONS FOR GENERALLY ALLOWED USES**  
**(11 AAC 96.025<sup>2</sup>)**

A generally allowed use listed in 11 AAC 96.020 is subject to the following conditions:

- (1) activities employing wheeled or tracked vehicles must be conducted in a manner that minimizes surface damage;
- (2) vehicles must use existing roads and trails whenever possible;
- (3) activities must be conducted in a manner that minimizes
  - (A) disturbance of vegetation, soil stability, or drainage systems;
  - (B) changing the character of, polluting, or introducing silt and sediment into streams, lakes, ponds, water holes, seeps, and marshes; and
  - (C) disturbance of fish and wildlife resources;
- (4) cuts, fills, and other activities causing a disturbance listed in (3)(A)–(C) must be repaired immediately, and corrective action must be undertaken as may be required by the department;
- (5) trails and campsites must be kept clean; garbage and foreign debris must be removed; combustibles may be burned on site unless the department has closed the area to fires during the fire season;
- (6) survey monuments, witness corners, reference monuments, mining location posts, homestead entry corner posts, and bearing trees must be protected against destruction, obliteration, and damage; any damaged or obliterated markers must be reestablished as required by the department under AS 34.65.020 and AS 34.65.040;
- (7) every reasonable effort must be made to prevent, control, and suppress any fire in the operating area; uncontrolled fires must be immediately reported;
- (8) holes, pits, and excavations must be repaired as soon as possible; holes, pits, and excavations necessary to verify discovery on prospecting sites, mining claims, or mining leasehold locations may be left open but must be maintained in a manner that protects public safety;
- (9) on lands subject to a mineral or land estate property interest, entry by a person other than the holder of a property interest, or the holder's authorized representative, must be made in a manner that prevents unnecessary or unreasonable interference with the rights of the holder of the property interest.

**List of Special Use Land Designations Excluded from Generally Allowed Uses**

- |  |   |
|--|---|
| • Alyeska Ski Resort                                     | • Lower Goodnews River                          |
| • Baranof Lake Trail                                     | • Lower Talarik Creek                           |
| • Caribou Hills  | • Marmot Island Special Use Area                |
| • Exit Glacier Road                                      | • Nenana River Gorge and McKinley Village Subd. |
| • Glacier/Winner Creek                                   | • North Slope Area                              |
| • Hatcher Pass Special Use Area                          | • Northern Southeast Area, Tidelands            |
| • Haines State Forest                                    | • Nushagak                                      |
| • Indian Cove  | • Poker Flat North                              |
| • Kamishak Special Use Area                              | • Poker Flat South                              |
| • Kenai Fjords Coastline                                 | • Resurrection Bay                              |
| • Kenai River Special Management Area Proposed Additions | • Tangle Lakes Archaeological District          |
| • Lake Clark Coastline                                   | • Thompson Pass                                 |
|  | • Togiak National Wildlife Refuge               |
|  | • Knik River Special Use Area                   |

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<sup>2</sup> Register 164, January 2003



**CITY OF GUSTAVUS, ALASKA  
RESOLUTION CY17-10**

**A RESOLUTION IN SUPPORT OF A COOPERATIVE MANAGEMENT AGREEMENT BETWEEN THE STATE OF ALASKA AND THE CITY OF GUSTAVUS IN ORDER FOR THE CITY TO ASSUME MANAGEMENT OF STATE LANDS KNOWN AS TRACT "A" AND TRACT "B", FOR THE MAINTENANCE AND REHABILITATION OF SAID LANDS FOR RECREATIONAL PURPOSES**

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

**WHEREAS**, increased visitors to the community and a growing resident population mean the area is being used more than any time in the past; and,

**WHEREAS**, children and pets especially are at risk from increasing amounts of trash, broken glass, and human and dog waste; and,

**WHEREAS**, vehicle tracks now extend from public land far onto private property on the east side of the Dock Road; and,

**WHEREAS**, vehicles in the recent past have caused and continue to cause damage to the sand berms and vegetation on their property against the wishes of the private property owners; and,

**WHEREAS**, many residents of Gustavus have expressed support for responsible care and protection of the beach area, public and private; and,

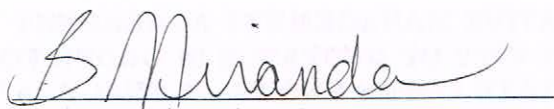
**WHEREAS**, a Quiet Title Judgement dated February 27, 1985 between Charles W. DeBoer and the United States of America and State of Alaska maintains that the state shall use these properties "for the purpose of continuing the historic recreational uses of the land" and that these recreational uses "shall be consistent with the natural state of the land and be of low-intensity nature"; and


**WHEREAS**, management of the beach area by the City will facilitate responsible use of this resource;

**NOW THEREFORE BE IT RESOLVED** that the City of Gustavus supports the establishment of a Cooperative Management Agreement with the State of Alaska specific to these lands.

**BE IT FURTHER RESOLVED** that the City of Gustavus will involve the public in crafting a development plan for these tracts that will comply with State of Alaska laws and regulations pertaining to public lands and considering the stipulations in the Quiet Title Judgement dated February 27, 1985 between Charles W. DeBoer and the United States of America and State of Alaska.

**PASSED** and **APPROVED** by the Gustavus City Council this 9<sup>th</sup> day of October 2017,  
and effective upon its adoption.

  
Barbara Miranda, Mayor

  
Attest: Karen Platt, City Clerk

FILED

FEB 27 1985

UNITED STATES DISTRICT COURT  
DISTRICT OF ALASKABy [Signature] DeputyIN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ALASKA

CHARLES W. DeBOER,

Plaintiff,

vs.

UNITED STATES OF AMERICA and  
STATE OF ALASKA,

Defendants.

NO. J-76-9 CIVIL

JUDGMENT QUIETING TITLE

Pursuant to stipulation of the parties, the court  
enters the following judgment:

1. Fee simple title to the following described lands  
is quieted in Charles W. DeBoer:

A tract of land adjacent to Lot 2,  
Section 17 and Lots 8 and 9, Section 18,  
Township 40 South, Range 59 East of the  
Copper River Meridian, Juneau Recording  
District, First Judicial District, State of  
Alaska, described as:

Judgment - 1

Certified to be a true and correct  
copy of original filed in my office.

Dated March 27, 1985

John M. [Signature] Clerk

By [Signature] Deputy



FAULKNER, BANFIELD, DOOGAN & HOLMES

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P.O. BOX 1180 PHONE (907) 584-2310  
JUNEAU, ALASKA 99802-1180

Beginning at the point on the original GLO meander line being the Southeast corner of Lot 2, Section 17; thence S 0°06'30"E 1772 feet, more or less, to the existing mean high water line of Icy Passage; thence meandering westerly along said mean high water line the following courses, more or less;

- 1) N 84°21'50"W 86 feet
- 2) N 27°50'40"W 608 feet
- 3) S 2°56'30"E 802 feet
- 4) S 13°57'10"W 324 feet
- 5) S 44°13'30"W 362 feet
- 6) S 71°18'30"W 633 feet
- 7) S 74°57'20"W 527 feet
- 8) S 82°55'40"W 463 feet

to the point common to the easterly boundary of State designated Tract B; thence N 7°13'30"E along said common boundary 970 feet, more or less; thence West along the common northerly boundary of said Tract 753.48 feet to the centerline of the existing road; thence continuing West 711 feet, more or less, along the common northerly boundary of State designated Tract A to the mean high water mark of the Salmon River; thence meandering northerly along said high water mark the following courses, more or less;

- 1) N 2°07'40"W 279 feet
- 2) N 21°14'15"W 176 feet
- 3) N 17°20'30"W 174 feet
- 4) N 21°50'00"E 251 feet
- 5) N 31°05'20"W 488 feet
- 6) N 29°02'30"W 170 feet
- 7) N 20°57'00"W 268 feet
- 8) N 14°39'20"W 247 feet
- 9) N 7°00'00"E 702 feet

to a point West of the original Northwest corner of GLO Lot 8; thence East 188 feet, more or less, to said corner of GLO Lot 8; thence along the original record GLO meander line of said Lots 8, 9 and 2

- 1) S 7°00'W 283.48 feet
- 2) S 11°15'E 1056.00 feet
- 3) N 89°30'E 1735.80 feet
- 4) N 38°00'E 957.00 feet

to the original meander corner of Sections 17 and 18

5) S 89°30'E 1319.80 feet  
to the point of beginning. The hereon  
described parcel contains 170.30 acres,  
more or less.

2. Fee simple title to the following described lands  
is quieted in the State of Alaska:

TRACT "A"

The following unsurveyed parcel of land  
described and designated herein as Tract A,  
is located within Township 40 South, Range  
59 East, Copper River Meridian, Alaska and  
is located on the Easterly side of the  
Salmon River at its confluence with Icy  
Passage.

The point of beginning of this description  
being the intersection of the southerly  
extension of the centerline of the existing  
road to the dock, with the mean high  
water line of Icy Passage; thence northerly  
along the centerline of the existing road a  
distance of 900 feet; thence West a  
distance of 711 feet, more or less, to the  
mean high water line of the Salmon River;  
thence meandering southerly along the mean  
high water line of the Salmon River and Icy  
Passage the following courses:

- 1) South 2°07'40" East 266 feet, more or  
less;
- 2) North 77°19'20" West 232 feet, more  
or less;
- 3) South 63°12'00" West 76 feet, more or  
less;
- 4) South 6°37'30" West 336 feet, more or  
less;
- 5) South 11°40'40" East 117 feet, more  
or less;
- 6) South 74°36'20" East 600 feet, more  
or less;
- 7) South 83°29'00" East 320 feet, more  
or less, to the point of beginning.



The herein described parcel contains 16.26 acres, more or less.

and

TRACT "B"

The following unsurveyed parcel of land, described and designated herein as Tract B, is located within Township 40 South, Range 59 East, Copper River Meridian, Alaska and is located east of the centerline of the existing road to the dock and being easterly of the confluence of the Salmon River with Icy Passage.

The point of beginning of this description being the intersection of the southerly extension of the centerline of the existing road to the dock, with the mean high water line of Icy Passage; thence northerly along the centerline of the existing road a distance of 900 feet; thence East a distance of 753.48 feet; thence South  $7^{\circ}13'30''$  West, parallel to the centerline of the road, a distance of 970 feet, more or less, to the mean high water line of the Icy Passage; thence South  $82^{\circ}55'40''$  West along the mean high water line of Icy Passage a distance of 80 feet, more or less; thence North  $83^{\circ}11'25''$  West along the mean high water line of Icy Passage a distance of 670 feet, more or less, to the point of beginning. The herein described parcel contains 16.19 acres, more or less.

subject to the following restrictive covenant: The State of Alaska and Charles W. DeBoer, each claiming an interest in the accretions seaward of the DeBoer homestead, agree that the state shall use the above-described property for the purpose of continuing the historic recreational uses of the land without interference or disruption and that the land vested in the state will be used for recreational purposes, including

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1 walking, jogging, horseback riding, picnicking, camping,  
2 sun-bathing, hunting, fishing, recreational boating, beach  
3 combing, berry picking, cross-country skiing and other similar  
4 recreational uses. It is intended that the recreational use  
5 shall be consistent with the natural state of the land and be  
6 of a low intensity nature. This covenant does not restrict the  
7 state from using the area in proximity to the dock for more  
8 intensive recreational development consistent with and inciden-  
9 tal to the above recreational uses. This covenant does not  
10 prevent the state from conducting public protection and erosion  
11 control activities as it deems appropriate. This covenant does  
12 not restrict the state from placing improvements upon the land  
13 which are compatible with and incidental to these recreational  
14 uses. Finally, the covenant does not restrict historic use of  
15 the land for barge loading, but no permanent alterations or  
16 changes to the land may be made in conjunction with barge  
17 loading and materials which are off-loaded may not be stored  
18 outside of the dock road right-of-way, which is described in  
19 paragraph 4. The state, however, has no obligation to enforce  
20 this storage restriction.

21 3. Charles W. DeBoer grants to the State of Alaska  
22 an easement for purposes of obtaining access to and maintaining  
23 what is commonly known as Glen's Ditch, to the extent Glen's  
24 Ditch lies upon the DeBoer homestead and the tract of land  
25 described in paragraph 1 of this stipulated entry of judgment.  
26



1 This easement shall extend 25 feet on either side of the  
2 boundaries of Glen's Ditch.

3 4. Charles W. DeBoer grants to the State of Alaska a  
4 right-of-way extending fifty feet on either side of the  
5 centerline of the existing dock road where that road crosses  
6 the DeBoer homestead and the property described in paragraphs 1  
7 and 2 of this stipulation. The State of Alaska relinquishes  
8 and grants to Charles W. DeBoer whatever right, title, and  
9 interest it may have in that right-of-way retained by the  
10 United States in United States Homestead Patent No. 1224602 to  
11 Charles DeBoer done on December 22, 1961.

12 5. The parties agree that Charles W. DeBoer may have  
13 an easement for ingress and egress by non-track vehicles across  
14 the property described in paragraph 2 for access to the  
15 property described in paragraph 1.

16 6. The United States renounces and disclaims any and  
17 all interest in the land that is the subject of this action,  
18 provided that the land quieted in Charles W. DeBoer shall be  
19 subject to the same reservations and restrictions set forth in  
20 United States Homestead Patent No. 1224602 to Charles DeBoer  
21 done on December 22, 1961, except that paragraph 4 of this  
22 stipulation shall control over the right-of-way exclusion  
23 described in that patent: provided further that the land  
24 quieted in the State of Alaska shall be subject to the  
25 provisions of the Alaska Statehood Act, 72 Stat. 339.  
26

Judgment - 6



1           7. The state shall be charged 183 acres against its  
2 entitlement under § 6(b) of the Alaska Statehood Act, 72 Stat.  
3 339.

4           8. The State of Alaska shall perform the survey and  
5 engineering work and place appropriate monumentation necessary  
6 to provide a metes and bounds description of the property  
7 described in paragraph 2 as well as the easement described in  
8 paragraph 3.

9           9. Any deed, lease, conveyance, or contract made in  
10 violation of this stipulation shall be void and may be set  
11 aside on petition by one or more of the parties hereto, and all  
12 successors in interest, heirs, executors, administrators, or  
13 assigns shall be deemed parties to the same effect as the  
14 original signers. This paragraph, however, does not prohibit  
15 the State of Alaska from making any lease, conveyance, or  
16 contract for the sole purpose of improving, but not expanding,  
17 the currently existing fuel storage area or in compliance with  
18 land use, safety or environmental statutes and regulations of  
19 the State of Alaska.  
20

21           10. The stipulation and agreement constitutes a  
22 mutual covenant running with the land and all successive future  
23 owners shall have the same right to revoke and enforce its  
24 provisions as the original signers.  
25  
26

Judgment - 7

11. It is agreed that all parties shall bear their own costs and attorney's fees.

DATED this 25 day of February, 1985.

*James A. D. Lyle*  
United States District Judge

85-002277

NC

RECORDED  
INDEXED  
DISTRICT

MAR 21 3 09 PM '85

REQUESTED BY *Dept of Natural Resources*  
ADDRESS *Division of Lands*  
*400 Willoughby Room 400*  
*Juneau AK 99801*

PAULKNER, BANFIELD, DOOGAN & HOLMES  
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# **City of Gustavus, Alaska Municipal Code**

## **Title 6**

### **City Departments and Contracted Service**

#### **Chapter: 6.01      Gustavus Public Library**

##### **Sections:**

<b>6.01.010</b>	<b>Library Established</b>
<b>6.01.020</b>	<b>Management</b>
<b>6.01.030</b>	<b>Library Advisory</b>
<b>6.01.040</b>	<b>Staff</b>
<b>6.01.050</b>	<b>Statement of Library Policy</b>
<b>6.01.060</b>	<b>Use of the library</b>
<b>6.01.070</b>	<b>Failure to Return Library Property</b>

#### **Section 6.01.010              Library Established**

There shall be a library in and for the City of Gustavus known as the Gustavus Public Library, owned and operated by the City of Gustavus as a City Department.

#### **Section 6.01.020              Management**

The City Council of the City of Gustavus shall have overall authority over and responsibility of the library.

#### **Section 6.01.030              Library Advisory Committee**

There may be created a library advisory committee, that supports the librarian(s) in the operation of the library.

#### **Section 6.01.040              Staff**

The librarian(s), under the supervision of the mayor, or chief administrative officer, shall direct the services and perform all administrative tasks necessary for efficient and economical operation of the library.

#### **Section 6.01.050              Statement of Library Policy**

- (a) The library shall be operated in conformance with applicable federal and state laws and regulations including but not limited to:
- (1) AS 09.25.140, Confidentiality of Library Records.
  - (2) AS 14.56.030, State Library Programs.
  - (3) 4 AAC 57.020-33, Annual Report Library Operations.

- (b) The City of Gustavus adopts the American Library Association Library Bill of Rights and Freedom to Read. These documents will be maintained for reference in the Gustavus Public Library.

**Section 6.01.060                      Use of the library**

- (a) All persons shall be extended the privilege of using the library, subject to Policy on Rules of Conduct - Exclusion, as amended.
- (b) A librarian, or librarian designee, may prohibit any person from using the library who willfully or persistently violates any rule or whose demeanor is deemed dangerous or offensive to other persons, as described in Policy on Rules of Conduct - Exclusion.

**Section 6.01.070                      Failure to Return Library Property**

- (a) The librarians shall set and fix any overdue fees and materials replacement charges and may suspend library privileges for delinquent or non-returned library materials.
- (b) Any person who, after notice is provided under Section 6.01.060(a) does not return library material for sixty (60) days, shall be billed for the full replacement cost of the material(s) plus administrative fees and shall be subject to suspension of library privileges.

# **City of Gustavus, Alaska Municipal Code**

## **Title 6**

### **City Departments and Contracted Service**

#### **Chapter: 6.02 Fire Department and Emergency Medical Services**

##### **Sections:**

<b>6.02.010</b>	<b>Fire Department Established</b>
<b>6.02.020</b>	<b>Service Area</b>
<b>6.02.030</b>	<b>Fire Chief</b>
<b>6.02.040</b>	<b>Provisions for Support of the Volunteer Fire Department</b>
<b>6.02.050</b>	<b>Equipment</b>
<b>6.02.060</b>	<b>Authorization</b>
<b>6.02.070</b>	<b>Charges</b>

#### **Section 6.02.010 Fire Department Established**

There shall be a fire department in and for the City of Gustavus, Alaska, to be known as the Gustavus Volunteer Fire Department (GVFD), that shall comply with all rules and regulations pertaining to fire and emergency medical services (EMS) as set forth in 13 AAC 52.030, Standards of Organization and Services of a Fire Department. It shall consist of a fire chief, supervised by the mayor or chief administrative officer, and as many other officers, firefighters, EMS, hazmat and search and rescue (SAR) responders as the chief deems appropriate for the effective operation of the department. Members of the fire department may include both paid and unpaid individuals.

#### **Section 6.02.020 Service Area**

- (a) The Gustavus Volunteer Fire Department shall serve as the primary emergency response agency within Gustavus city limits.
- (b) The fire chief has the authority to negotiate mutual aid agreements and memorandums of agreement or understanding, for signature by the mayor after approval by the city council.

#### **Section 6.02.030 Fire Chief**

- (a) The department shall be supervised by the fire chief, who shall be appointed by the mayor or chief administrative officer, with input from GVFD volunteers and search committee, which search committee would be appointed by the city council, and with confirmation by the city council. The fire chief shall be a person who is technically qualified by training and who has the managerial experience and leadership skills to administer and command the fire department.

- (b) The fire chief shall determine the number and kind of divisions and companies of which the fire department shall be composed; and shall determine the response of these units to alarms.
- (c) The fire chief shall appoint all other officers and firefighters/EMS/hazmat/SAR responders. Such appointments will follow fair and impartial evaluations. All paid positions within the department shall be established by the council and shall be staffed in accordance with City of Gustavus employment ordinances and policies and procedures. All officers shall report to and be supervised by the fire chief or to the fire chief's representative as designated by the fire chief.
- (d) The fire chief shall at least twice each month provide for suitable drills or instruction in the operation and handling of equipment, in the area of EMS, rescue work, salvage, preplans, fire prevention, water supplies, and all other matters generally considered essential to good fire suppression and safety of life and property.
- (e) The fire chief shall assist the proper authorities in suppressing the crime of arson by investigating or initiating the investigation of the cause and origin of fires within the city limits as required by 13 AAC 52.030(b-4).
- (f) The fire chief shall see that complete records are kept of all apparatus, equipment, personnel, training, fires, preplans, and other department activities.
- (g) Reports.
  - (1) The fire chief shall make periodic reports to the city council, as scheduled by the council, providing updates on the volunteer roster, participation in drills, frequency and type of call-outs, the status of equipment, grant and training opportunities, the budget, and other items considered pertinent by the fire chief.
  - (2) Incident reports will be filed with the state fire marshal as requested and scheduled by the state fire marshal.
- (h) The fire chief shall arrange for the services of a medical director and shall coordinate with the medical director to provide for safety, effectiveness, and legal compliance in responses to medical emergencies.
- (i) The fire chief shall prepare, submit, and administer the fire department budget.
- (j) The fire chief is authorized in accordance with city policy and procedures to develop and submit applications for grant funding to support the fire department and is responsible to recommend to the city council capital investments and purchases for the effective operation of the department.
- (k) The fire chief is responsible to safeguard and maintain all property of the fire department.
- (l) The fire chief shall develop, maintain, and enforce a comprehensive set of operating procedures or guidelines governing the discipline, training, and operation of the fire department. The fire chief shall have the authority to carry out the enforcement of these rules and regulations and is authorized to suspend or remove from service any officer, employee, member or volunteer.
- (m) The fire chief is responsible for the enforcement within the City of Gustavus of State of Alaska laws as authorized under AS 18.70.090, Enforcement Authority, and AS 18.70.075, Authority of Fire Department Officers; Penalty.
- (n) The fire chief shall perform duties incident to the office and such other reasonable duties as the mayor and/or city administrator may assign.

**Section 6.02.040****Provisions for Support of the Volunteer Fire Department**

- (a) *Insurance and workman's compensation.* The City of Gustavus will maintain liability insurance and workman's compensation covering the volunteers on all responses and training. Compensation shall be based on the guidelines set forth in 13 AAC 52.040, Workers Compensation for Volunteer Firefighters.
- (b) *Private vehicles of volunteers.* Each member of the department driving a private vehicle may be issued a suitable insignia to be attached to the vehicle designating him or her as a member of the department.
- (c) Volunteer Association. The Gustavus Volunteer Fire Department may sponsor a volunteer association to be established as a separate NGO to support programs benefiting and recognizing department volunteers.
  - (1) The volunteer association may conduct fund-raising activities to support its programs and activities.
  - (2) The City Council is authorized to appropriate funds within the Fire Department budget for volunteer association programs and activities as proposed by the volunteer association and accepted by the Council.

**Section 6.02.050****Equipment**

- (a) The fire chief shall be responsible to the city council for recommending such apparatus or other firefighting equipment as may be required to maintain fire department efficiency, and for providing suitable equipment for reporting fires or emergencies, and for notifying all members of the department to assure prompt response to such incidents.
- (b) All property used by the fire department is and remains the property of the City of Gustavus, and all expenses of the fire department shall be paid according to current purchase order policy and/or ordinance.
- (c) The fire chief or the fire chief's representative shall have the power to assign equipment for the response to calls for outside aid where mutual aid agreements are in force and in other cases only when the absence of such equipment will not jeopardize protection of the City of Gustavus.

**Section 6.02.060****Authorization**

The fire department of the city is authorized to operate and maintain an ambulance for the purpose of providing emergency transportation to those individuals in need of emergency medical care. The department ambulance shall be considered an authorized emergency vehicle. ( [Ord. of 4-14-2014\(4\)](#) )

**Section 6.02.070****Charges**

The charges for use of, and the services provided by each city ambulance shall be set forth in resolution by, the Gustavus City Council. It is the responsibility of the patient or individual transported to pay the charges for ambulance service provided by the city.

- (a) The Chief will develop a policy and procedure for Council approval, for emergency medical response services including basic life support, advanced life support, and transport.

- (b) If more than one patient is transported, mileage or delay charges only shall be apportioned between them equally. Each patient shall be individually responsible for the un-shared charges related to his or her acuity level.
- (c) Active members of the volunteer fire department and their immediate families may be exempted from emergency medical response charges.



## **City of Gustavus, Alaska Municipal Code**

### **Title 6**

#### **City Departments and Contracted Service**

#### **Chapter: 6.03      Waste Disposal and Recycling**

##### **Sections:**

<b>6.03.010</b>	<b>Disposal and Recycling Center Established</b>
<b>6.03.020</b>	<b>Reserved (Service Area)</b>
<b>6.03.030</b>	<b>Mode of Operation and Mission Statement</b>
<b>6.03.040</b>	<b>Services Provided</b>
<b>6.03.050</b>	<b>Staff</b>
<b>6.03.060</b>	<b>Fees, Prices, and Standards, and Hours of Operation</b>

#### **Section 6.03.010              Disposal and Recycling Center Established**

A Disposal and Recycling Center (DRC) is hereby established to serve the community of Gustavus, Alaska and to be managed as a department of the City of Gustavus, Alaska. The purpose shall be to provide means for residents and businesses to process the community waste stream efficiently, responsibly, and in compliance with all applicable City, State and Federal laws and regulations. The DRC absorbs the functions and facilities of the pre-City Gustavus Landfill and the Gustavus Community Chest. The Community Chest shall continue as a unit of the DRC responsible for the acceptance, processing and resale of reusable items.

#### **Section 6.03.020              Reserved (Service Area)**

#### **Section 6.03.030              Mode of Operation and Mission Statement**

The mission of the Gustavus Disposal & Recycling Center and Community Chest is to reuse locally or to recycle as much material from the community's waste stream as possible. What cannot be reused or recycled is disposed of in a safe and environmentally responsible manner.

The DRC shall be managed as an Integrated Resource Recovery and Waste Disposal Facility (IRRWDF).

Operating funds shall be generated from user fees, the sale of reusable items, the sale of DRC generated products such as compost, the sale of recyclable commodities such as aluminum, fundraising and donations. All revenue generated by the DRC shall be returned to the City's general fund except as provided in 06.03.040(h).

Capital and special project funds may be raised through grants from public and private agencies, and from donations.

### **Section 6.03.040**

### **Services Provided**

The DRC shall provide the following integrated services:

- (a) Acceptance and resale of donated reusable items;
- (b) Acceptance, processing and shipping of recyclable materials, such as glass, metal, plastic, and paper products;
- (c) Acceptance of organic materials such as food and yard waste for composting;
- (d) Acceptance of household and business waste and construction and demolition debris for land-filling;
- (e) Acceptance, processing, and shipping of selected household and business hazardous wastes;
- (f) Contracted waste pick-up for business and government facilities;
- (g) Resale of reusable items within the community with proceeds to support DRC operation or to fund special community humanitarian needs as approved by the DRC advisory committee;
- (h) Sale of landfill-generated products such as compost, wood chips, crushed and pulverized glass with proceeds to support DRC operations.

### **Section 6.03.050**

### **Staff**

- (a) The DRC paid staff shall consist of:
  - (1) DRC Manager/Operator, serves as the department head and is responsible for administration, planning, budgeting, public relations, agency contacts, permitting, regulatory compliance, supervision of DRC employees and volunteers and general operation of DRC facilities. Operating duties shall include labor and activities to provide DRC services and to maintain the DRC facilities and equipment. The DRC Manager/Operator shall be supervised by the Mayor or chief administrative officer.
  - (2) One or more part-time DRC Assistant Operators, supervised by the DRC Manager/Operator, whose duties shall include labor and activities to provide DRC services and to maintain DRC facilities and equipment.
- (b) The DRC is authorized to accept the labor of unpaid volunteers for DRC operations at the landfill site under the supervision and training of DRC paid staff.
- (c) The DRC is authorized to accept the labor of unpaid volunteers for the acceptance, processing, and resale of donated reusable items at the community chest site under the supervision of the community chest advisory subcommittee.
- (d) The DRC manager/operator has the authority to negotiate, but not enter into, mutual aid agreements and contracts with other agencies, with review by the city attorney.

**Section 6.03.060****Fees, Prices, and Standards, and Hours of Operation**

- (a) The DRC shall set user fees and product prices for all DRC landfill site services and products with approval of the City Council by resolution. Temporary price changes or one-time material sales may be permitted by the DRC Manager/Operator with the approval of the mayor or chief administrative officer.
- (b) The Community Chest volunteers shall set prices for donated reusable items with the oversight of the DRC Manager/Operator.
- (c) The DRC is authorized to establish reasonable standards for the receipt of waste stream materials and to refuse to accept materials that do not meet posted standards. The DRC specifically may require customers to segregate recyclables from wastes and to deposit them in designated bins or locations.
- (d) The DRC shall set hours and days of operation to reflect seasonal demand and budget constraints. Temporary changes or closures are subject to approval by the mayor or chief administrative officer and permanent changes are subject to approval by the City Council.

## **City of Gustavus, Alaska Municipal Code**

### **Title 6**

#### **City Departments and Contracted Service**

#### **Chapter: 6.04 Road Maintenance**

##### **Sections:**

<b>6.04.010</b>	<b>Road Maintenance Powers Adopted</b>
<b>6.04.020</b>	<b>Scope of Services</b>
<b>6.04.030</b>	<b>Roads Advisory Committee</b>
<b>6.04.040</b>	<b>Road Maintenance Standards</b>
<b>6.04.050</b>	<b>Contracting of Services</b>
<b>6.04.070</b>	<b>Gustavus Road Map</b>
<b>6.04.080</b>	<b>Use of Forest Receipts Funds</b>
<b>6.04.110</b>	<b>Limitation of Obligations</b>
<b>6.04.120</b>	<b>Limitation of Road Service</b>
<b>6.04.150</b>	<b>Parking During Maintenance and Snow Removal</b>

#### **Section 6.04.010 Road Maintenance Powers Adopted**

The City of Gustavus hereby adopts road maintenance powers for the benefit of residents of the city.

#### **Section 6.04.020 Scope of Services**

The City of Gustavus shall provide maintenance services, by contract to outside firms or individuals, within the city limits for all constructed, publicly dedicated roadways except those maintained by the State of Alaska Department of Transportation and Public Facilities or by the U.S. Department of the Interior, National Park Service. Maintenance services may include improvements—such as widening, ditching, culvert installation, and embankment improvements—to constructed roadways within publicly dedicated rights-of-way. The city shall not be responsible for road construction nor for the maintenance of rights-of-way for subdivision roads that were left unconstructed by the subdivider or by subsequent owners, or that were not constructed to City minimum road standards.

#### **Section 6.04.030 Roads Advisory Committee**

There may be created a standing roads advisory committee that supports the administration in directing road maintenance projects and contracts. The board will have guidelines and objectives specified in policy and procedure. The board shall provide a quarterly report to the city council. Members of the city council may serve on the board as specified in 2.40.150, but may not serve as chair.

In the absence of a standing committee the mayor or chief administrative officer shall be responsible for the committee's duties.

Special projects. The road committee is authorized by the city to submit funding proposals to the State of Alaska, the federal government, or the Gustavus City Council for special road improvement projects that fall outside those activities considered as routine maintenance.

#### **Section 6.04.040 Road Maintenance Standards**

Road maintenance standards shall be maintained and posted on the city web site.

#### **Section 6.04.050 Contracting of Services**

A road maintenance contractor shall be selected in accordance with City purchasing policy and procedures. A request for quotation (RFQ) and contract documents shall be prepared by the city clerk, with selection and award to be made in accordance with city purchasing policies and procedures. The City may contract with any qualified firm for special projects or services following City purchasing policies and procedures.

#### **Section 6.04.070 Gustavus Road Map**

A map of roads within the City of Gustavus shall be maintained according to a plan and standards set out in policy and procedure. Roads can be added or deleted from the map following appropriate policy and procedure and approval by the city council.

#### **Section 6.04.080 Use of Forest Receipts Funds**

The City of Gustavus is obligated to use funds received through the U.S. Forest Service Forest Receipts program only for the maintenance of city roads but the Council may appropriate road maintenance funding from its savings accounts or general revenue stream as needed to meet road maintenance requirements, or to complete capital improvement road projects.

#### **Section 6.04.110 Limitation of Obligations**

The adoption of this power by the city in no way obligates the city to maintain all of the above-mentioned roads nor keep them free of snow at all times.

#### **Section 6.04.120 Limitation of Road Service**

The City of Gustavus is obligated to maintain roads and remove snow only to the extent that there are sufficient funds within the budget to do so.

#### **Section 6.04.150 Parking During Maintenance and Snow Removal**

City residents must park off city maintained roads during maintenance and snow removal and may not store equipment, materials, vehicles, vessels, trailers or other items in the road easement such that maintenance access is hindered. This requirement does not preclude temporary vehicle parking along roadsides at times when maintenance is not scheduled or expected.

## **City of Gustavus, Alaska Municipal Code**

### **Title 6**

#### **City Departments and Contracted Service**

#### **Chapter: 6.06      Social Services**

##### **Sections:**

<b>6.06.010</b>	<b>Reserved</b>
<b>6.06.020</b>	<b>Preschool and/or Child Care Programs</b>
<b>6.06.030</b>	<b>Management</b>
<b>6.06.040</b>	<b>Mandatory Minimum Qualifications of the Contracted Organization</b>
<b>6.06.050</b>	<b>Financial Support</b>
<b>6.06.060</b>	<b>Other Assistance</b>

#### **Section 6.06.010              Reserved**

#### **Section 6.06.020              Preschool and/or Child Care Programs**

The City of Gustavus hereby adopts powers to provide monetary and other assistance to a qualified organization which provides preschool and/or child care programs. The City may contract with a qualified service provider, in the sole discretion of the City Council.

#### **Section 6.06.030              Management**

The qualified provider shall have overall authority over and responsibility for all its program.

#### **Section 6.06.040              Mandatory Minimum Qualifications of the Contracted Organization**

- a) The provider currently meets all State licensing requirements.
- b) The provider shall not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or on any other basis that is prohibited by federal state, or local law.
- c) The provider admits students of any race, color, national origin, and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the public school.
- d) The provider must supply insurance for property, workers compensation and general liability as specified by the City with the City of Gustavus designated as an additional insured.

**Section 6.06.050****Financial Support**

The Gustavus City Council shall annually consider the needs of preschool and/or child care programs and may obligate funds to supplement the provider's operating budget, in the sole discretion of the City Council, provided that:

- a) The qualified provider applies for funds during the City's budget cycle as directed by the City's Policy and Procedures.
- b) The City's operating budget has sufficient revenue to provide this funding.
- c) The mandatory minimum requirements listed in Section 6.06.040 above are met.
- d) The provider is in compliance with the City's reporting requirements as outlined in policy and procedure.
- e) The amount obligated annually shall not exceed 20% of the service provider's operating budget; the operating budget considered for this funding cap shall not include in-kind or donated funds and/or goods and services.

Nothing herein precludes the provider from applying for separate City funding or the City appropriating funds for capital projects or non-operational expenses.

Nothing in this Section obligates the City to provide any funding to any provider even if the provider is qualified under this Section.

**Section 6.06.060****Other Assistance**

The City of Gustavus may consider assisting the provider as a partner on grant proposals and/or as a pass-through funder on a case-by-case basis.

## **City of Gustavus, Alaska Municipal Code**

### **Title 6**

#### **City Departments and Contracted Service**

#### **Chapter: 6.07      Economic Development**

##### **Sections:**

<b>6.07.010</b>	<b>Reserved</b>
<b>6.07.020</b>	<b>Gustavus Visitors Association</b>
<b>6.07.030</b>	<b>Minimum Requirements</b>
<b>6.07.040</b>	<b>Financial Support</b>

#### **Section 6.07.010              Reserved**

#### **Section 6.07.020              Gustavus Visitors Association**

A request to provide funding for economic development services provided by the Gustavus Visitor Association was included in the 2003 petition to incorporate a city government in Gustavus. This authority was codified in Section 04.14.220 of this code which provides authority for the use of room tax for general expenses of the city and tourism enhancement activities. The City of Gustavus hereby clarifies the use of room tax revenue for tourism enhancement; this revenue, when allocated may be used by the Gustavus Visitor Association for all activities that enhance the City of Gustavus as a visitor destination; including personnel, advertising, materials, contracted services and reserve funds in accordance with GVA's annual marketing and/or business plan and approved budget. Additional tourism enhancement services, not provided by GVA, may also be funded with room tax revenue.

#### **Section 6.07.030              Minimum Requirements**

The Gustavus Visitor Association shall:

- a) Retain its 501(c)3 status.
- b) Report to the Gustavus City Council as outlined in policy and procedure.

#### **Section 6.07.040              Financial Support**

The Gustavus City Council shall annually consider the needs of economic development services and may obligate funds to supplement the Gustavus Visitor Association's operating budget, provided that:

- a) The City's operating budget is sufficient to provide this funding.
- b) The GVA applies for funds during the City's budget cycle as outlined in policy and procedure.
- c) The mandatory requirements listed in Section 6.07.010 above are met by GVA.



- d) The GVA meets the City's reporting requirements as outlined in policy and procedure.

Nothing in this Section obligates the City to provide any funding to the GVA even if the minimum requirements are met.



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

# NEW BUSINESS

# **CERTIFICATE OF RECORDS DESTRUCTION**

This form documents the destruction of public records in accordance with Alaska Statute 40.25,  
Gustavus Municipal Code 2.70.030 and City of Gustavus Policy and Procedure for Public Records Management

<b>1. Agency/Locality</b> City of Gustavus	<b>2. Division/Department</b> Desk of the City Clerk	<b>3. Person Completing Form</b> Karen Platt, City Clerk
<b>4. Address, City, State &amp; Zip</b> P.O. Box 1, Gustavus, AK 99826	<b>5a. Telephone Number &amp; Extension</b>	<b>5b. E-mail Address</b> clerk@gustavus-ak.gov

## **6. Records to Be Destroyed**

a) Schedule and Records Series Number	b) Records Series Title	c) Date Range (mo/yr)	d) Location	e) Volume	f) Destruction Method
A-4	Accounting: Accounts Payable/Receivable	FY 09-FY 10; FY 14	City Hall	2 Boxes	Recycle non-confidential records
A-15	Accounting: Sales Tax	2014 Returns	City Hall	1 Box	Recycle non-confidential records
AD-1	General Administration	Voided checks FY 09-FY 13	City Hall	Partial Box	Shred
C-3	Council Non-Permanent Records	2009-2011 Draft Meeting Minutes	City Hall	2 Boxes	Recycle non-confidential records
A-2	Accounting: Budget Work Papers	FY 11	City Hall	Mixed Box #1	Recycle non-confidential records
A-3	Accounting: Financials	FY 13	City Hall	Mixed Box #1	Recycle non-confidential records
A-4	Accounting: Receivable/Payable	FY 04; FY 10-12	City Hall	Mixed Box #1	Recycle non-confidential records
A-5	Accounting: Banking Records	FY 99-12	City Hall	Mixed Box #1	Recycle non-confidential records

## **DESTRUCTION APPROVALS**

*Note: Public records may not be destroyed without receiving prior authorization from the Mayor and/or City Council.*

We certify that the records listed above have been retained for the scheduled retention period, as per the City of Gustavus Records Retention Schedule, required audits have been completed, and no pending or ongoing litigation or investigation involving these records is known to exist.

<b>7. MAYOR</b>	_____	<b>DATE</b>	_____
<b>8. CITY CLERK/TREASURER</b>	_____	<b>DATE</b>	_____
<b>9. RECORDS DESTRUCTION AFFIRMED BY:</b>	_____	<b>DATE</b>	_____

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## 6. Records to Be Destroyed

a) Schedule and Records Series Number	b) Records Series Title	c) Date Range (mo/yr)	d) Location	e) Volume	f) Destruction Method
A-12	Accounting - Payroll	FY 11	City Hall	Mixed Box #1	Recycle non-confidential records
AD-1	General Administration	2012-2014	City Hall	Mixed Box #1	Recycle non-confidential records
AD-4	Policies & Procedures	2008	City Hall	Mixed Box #1	Recycle non-confidential records
AD-6	Administrative IT	1998	City Hall	Mixed Box #1	Recycle non-confidential records
AD-7	Reference	2014	City Hall	Mixed Box #1	Recycle non-confidential records
C-3	Council Non-Permanent Records	2005-2007	City Hall	Mixed Box #1	Recycle non-confidential records
C-18	Contract Administration; Contracts	1999-2003	City Hall	Mixed Box #1	Recycle non-confidential records
C-19	Liquor License Endorsement or Protest	2005-2007	City Hall	Mixed Box #1	Recycle non-confidential records

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### 6. Records to Be Destroyed

a) Schedule and Records Series Number	b) Records Series Title	c) Date Range (mo/yr)	d) Location	e) Volume	f) Destruction Method
C-20	Committee Files	2005	City Hall	Mixed Box #1	Recycle non-confidential records
E-2	Transitory Correspondence	2013	City Hall	Mixed Box #1	Recycle non-confidential records
F-16	Fire & EMS General	2002-2009	City Hall	Mixed Box #1	Recycle non-confidential records
PW-1	Procurement Files	2007-2008	City Hall	Mixed Box #1	Recycle non-confidential records
A-2	Budget Work Papers	1992-1999; 2002-2008; 2010; 2012	City Hall	Mixed Box #2	Recycle non-confidential records
A-4	Accounts Receivable/Payable	1983; 1985; 1986-1988; 1997-2008; 2012	City Hall	Mixed Box #2	Recycle non-confidential records
A-5	Banking Records	1986-1988; 1992; 2000-2007	City Hall	Mixed Box #2	Recycle non-confidential records
A-18	Grants Not Awarded	2009-2010	City Hall	Mixed Box #2	Recycle non-confidential records

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**7. MAYOR** \_\_\_\_\_ **DATE** \_\_\_\_\_  
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### 6. Records to Be Destroyed

a) Schedule and Records Series Number	b) Records Series Title	c) Date Range (mo/yr)	d) Location	e) Volume	f) Destruction Method
A-22	Accident Reports	1997	City Hall	Mixed Box #2	Recycle non-confidential records
A-25	Business Permits	2014	City Hall	Mixed Box #2	Recycle non-confidential records
AD-1	General Administration	1995; 2003; 2007-2010	City Hall	Mixed Box #2	Recycle non-confidential records
AD-6	Administrative IT	2001; 2004-2008	City Hall	Mixed Box #2	Recycle non-confidential records
C-3	Council Non-Permanent Records	2014	City Hall	Mixed Box #2	Recycle non-confidential records
P-16	Fire & EMS General	2011	City Hall	Mixed Box #2	Recycle non-confidential records

### DESTRUCTION APPROVALS

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7. MAYOR \_\_\_\_\_

DATE \_\_\_\_\_

8. CITY CLERK/TREASURER \_\_\_\_\_

DATE \_\_\_\_\_

9. RECORDS DESTRUCTION  
AFFIRMED BY: \_\_\_\_\_

DATE \_\_\_\_\_

**CITY OF GUSTAVUS, ALASKA  
RESOLUTION CY18-02**

**A RESOLUTION AMENDING THE POLICY AND PROCEDURE ON TEMPORARY  
LABOR POOLS**

**WHEREAS**, the Gustavus City Council adopted the Policy and Procedure for Temporary Labor Pools with resolution CY15-18 at the May 11<sup>th</sup>, 2015 General Meeting; and

**WHEREAS**, the Gustavus Disposal and Recycling Center (DRC) Manager/ Operator has used the labor pool method to fulfill temporary labor needs at the DRC since that time; and

**WHEREAS**, the DRC Manager/ Operator has proposed changes to the Policy and Procedure for Temporary Labor Pools in order to make the procedure more flexible and work able, and now, therefore, be it

**RESOLVED:** The Gustavus City Council adopts this change to Policy and Procedure for Temporary Labor Pools, attached to this resolution.

**PASSED** and **APPROVED** by the Gustavus City Council this 15<sup>th</sup> day of January, 2018.

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Barbara Miranda, Mayor

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Attest: Karen Platt, City Clerk

# **CITY OF GUSTAVUS POLICIES AND PROCEDURES**

## **Temporary Labor Pools**

### **POLICY**

The City of Gustavus occasionally needs to hire temporary laborers for short-term projects, or for assistance during busy seasons, or for vacation relief or other fill-in during absence of a regular department employee. Such needs may occur discontinuously and with little advance notice. Temporary employees must be hired for such situations and then laid off at the conclusion of the assignment. For departments such as the DRC needing to make use of temporary laborers multiple times during the year, it is expeditious to be able to draw from a pre-screened labor pool available for as long as a year. The following procedure sets forth steps for making effective use of a temporary labor pool.

### **PROCEDURE**

1. The department head or Mayor identifies the expected need for temporary labor during the year ahead.
2. The department head writes a job announcement, using the format for temporary positions provided in the Policy and Procedure for Temporary Hires. The announcement will describe the kinds of skills and job assignments that may become available for temporary hire in the department during the year and sets a wage rate for hires through the pool arrangement. Generally, an announcement would be done once per year and the pool would be available for up to a 12 month period. The job announcement must indicate that inclusion in the pool is not a guarantee of work nor is an applicant committed to accepting any particular assignment that may become available. The job announcement for the temporary labor pool may indicate a limit to the number of applicants that will be accepted into the temporary labor pool.
3. The Mayor approves the plan for use of a temporary labor pool and the job announcement.
4. The department head posts the announcement for a specified time of at least two weeks.
5. Upon closure of the application period, the department head reviews the applications, checks references, and interviews as deemed necessary to determine which applicants qualify for inclusion in the pool.
6. The department head submits to the ~~City Treasurer~~Mayor, for approval, the names ~~and applications~~ of individuals deemed suited for inclusion in the pool for the period of effect.
7. The department head or City Treasurer contacts approved pool applicants, invites them to complete forms such as W4 and I9 and to submit any required documentation needed to make them available for hire when funding and need require.
8. The department head notifies the Mayor, by e-mail or hardcopy, when there is a need for a temporary labor hire from the pool, the expected length of employment, and which pool member is best suited to the opportunity. Generally, the department head should check with



the proposed pool member to ascertain whether the person is interested in and available for the particular assignment before recommending the person for the temporary hire.

9. The Mayor approves the hire and directs the City Treasurer to enter the employee onto the temporary payroll for the period of expected need. The department head or City Treasurer generates the temporary labor agreement form and the Mayor signs it. The Mayor approves the hire, by e-mail or hardcopy, and directs the City Treasurer to enter the employee onto the temporary payroll for the period of expected need.

10. The department head may extend a temporary hire beyond the originally anticipated period using the provisions and form in the Policy and Procedure for Temporary Hire, if the work requires additional time and funding is available for it. However, extensions may only be made for continuous work periods. The use of extensions across discontinuous periods is not allowed.

11. The department head notifies the City Treasurer when the assignment is or will be complete and the department head or Treasurer generates the termination notice for the temporary employee as of the completion date. If the termination date is clearly known at the time of hire, the termination notice may be prepared and signed coincidentally with the hiring paperwork. The Mayor signs the termination notice.

12. For temporary labor pools that have formed with a limit in the total number of applicants accepted into the pool and a situation arises where one or more of the original applicants has withdrawn from the pool. The department head, with the approval of the Mayor, may select from the original applicants an additional member who was not first selected to return the pool membership up to the limit.

## PROJECT SCOPING and DEVELOPMENT FORM

This form is to be used to document project planning and approval in order to assure that: project options are well-considered; the best option is put forward; initial and continuing costs and funding are addressed; and that Council approval has been given for implementation. Use this project scoping form with the Project Planning and Approval Process Flow Chart.

Answer the questions that pertain to your proposed project. Attach additional narrative pages if necessary. Type in the electronic form using as much space as you feel is necessary.

### Part 1. Project Identification

Name of project: [Quonset Replacement](#)

Department: [DRC](#)

Contact: [Paul Berry](#)

E-mail: [paul.berry@gustavus-ak.gov](mailto:paul.berry@gustavus-ak.gov) Phone [907-697-2118](tel:907-697-2118)

**Part 2. Project Scope** refers to a project's size, goals, and requirements. It identifies what the project is supposed to accomplish and the estimated budget (of time and money) necessary to achieve these goals. Changes in scope will need Council approval.

#### 1. What is the project?

- What are its goals and objectives?  
[Quonset replacement:](#) The goal of this project is to improve the food waste composting program at the DRC by replacing the failing, eleven year-old Quonset structure with a building that is more robust and is engineered for food waste composting with improvements in design such as individual bays, concrete floors, concrete back walls and an integrated aerated static pile piping system. These improvements will provide for a building that is better suited for the task of food waste composting and will need less maintenance than our current, failing structure.
- [Food waste composting training:](#) In addition to and in concert with replacing the Quonset is a food waste composting training program provided provided by O2Compost Systems that will help determine the best facility for use in our food waste composting program and will help the DRC Operator is composting food waste properly. This training would be further supported by Washington Organic Recycling Council's (WORC) Compost Facility Operator Training (CFOT) at Washington State University Puyallup Research and Extension Center.
- Who/what will be aided by this project? Who are the targeted stakeholders/customers?

The primary beneficiaries of this project are the Operators at the DRC. Since the DRC serves the community of Gustavus all residents will receive benefit from this project.

- Is a preliminary survey necessary to identify the number of potential customers/users? How will you design and conduct the survey?  
No survey will be conducted.
- What is NOT covered by this project? What are its boundaries?  
This project is only concerned with the composting program at the DRC.

2. Why is the project needed?

- What community problem, need, or opportunity will it address?  
This project addresses two needs in the DRC's food waste composting program:
  - The first need is the replacement of the Quonset structure. The existing Quonset building was constructed in 2006 and the fourteen 8" x 8" wooden posts used in the base or "pony-wall" of the structure have rotted. When the posts rot the walls start to expand out and the metal tubing that supports the fabric loses its ability to keep the roof up. This could result in a collapse with a snow load.
  - The second need addressed by this project is training. The composting program at the DRC has been developed in-house without the benefit of formal training from certified trainers familiar with large or intermediate scale food waste composting. Such training can help with speeding up the composting process, eliminating the problems of the compost drying out during the process and more means for addressing odor issues when they occur. Training is part of the O2 Compost Systems package. Additionally I propose taking a week long Compost Facility Operator Training (CFOT) class at Washington State University Puyallup Research and Extension Center in October of 2018.
- What health, safety, environmental, compliance, infrastructure, or economic problems or opportunities does it address?  
As addressed above.

3. Where did the idea for this project originate? (Public comments, Council direction, committee work?)

DRC Manager/ Operator Paul Berry

4. Is this project part of a larger plan? (For example, the Gustavus Community Strategic Plan, or committee Annual Work Plan?)

This project is part of the four year Solid Waste Management Plan being conducted by the DRC Manager/Operator

5. What is your timeline for project planning?

- By when do you hope to implement the project?  
Work with the consultant O2Compost Systems would begin as soon as Council approval and funding allows.
- Will the planning or final project occur in phases or stages?  
The project is conceived as having two phases:
  1. Phase one is planning and working with O2Compost systems in the design of the new composting structure.
  2. Phase two is the construction of the composting structure.

6. What is your budget for the planning process? Will you be using a consultant?

The budget for the planning process (phase one) is approximately \$2,500.  
The consultant will be:  
O2Compost Systems  
PO Box 1026  
Snohomish, WA 982291  
360-568-8085

7. What is your rough estimate of the total cost of the planning and final product? At the least, please list cost categories. See Part 4. (Ques. 4-8) and Part 5 (Budget) for guidance.

Planning/ phase one will be at least \$2,500 - \$5,000. Costs of the final structure will depend on what the size and style of the final structure will be. Because there will be extensive use of concrete in the final structure estimated costs will be in the tens of thousands of dollars.

### **Parts 3., 4., 5., 6. Project Investigation and Development**

Parts 3.—6. refer to social, environmental, and financial impacts of various options. These questions will help you document your consideration of alternatives and your choice of the option providing the best value for the community. Your goal is to generate alternatives and make a recommendation from among them. Return to Part 3., “Summary” after applying Parts 4.—6.

#### **Summary:**

1. What alternative approaches or solutions were considered? Make a business case for your top two or three options by discussing how effectively each would fulfill the project goals, and by comparing the economic, social, and environmental costs vs. benefits of each one.
2. What solution was chosen as the best and why is it the best?  
O2Compost Systems has engineered a large number composting facilities across the US and has a very good understanding of the food waste composting process. Involving O2 in the design process of our new composting facility will ensure that the City has a composting facility that uses proven technology and has a firm to stand behind it should any problems be encountered during its use.
3. Identify your funding source(s).
  - How will the project be funded initially, and for its operating life?

- Is there a matching fund requirement? Please provide details.  
This is envisioned as a City funded project.

#### Part 4. Environmental, Social, Financial Impacts

##### 1. Project Impacts Checklist

Will this project affect:	No	Yes (+/-)	Maybe
<b>Environmental quality?</b> (+ = impact is beneficial; - = harmful)			
• Climate change		+	
• Streams/groundwater quality		+	
• Air quality		+	
• Soils/land quality		+	
• Fish/wildlife habitat, populations		+	
• Plant Resources (timber, firewood, berries, etc)	X		
• Invasive or pest species		+	
• Natural beauty of landscape or neighborhoods	X		
• Neighborhood character	X		
• Noise or other environmental impacts		+	
• Environmental sustainability		+	
• Hazardous substances use	X		
• Community waste stream		+	
• Light pollution at night	X		
<b>Recreational opportunities?</b>			
• Public land use and access	X		
• Trails/waterways	X		
• Parks	X		
• Public assembly/activities	X		
<b>Education/training/knowledge &amp; skill development?</b>	X		
<b>Public safety?</b>	X		
<b>Public health?</b>	X		
<b>Medical services?</b>	X		
<b>Emergency response?</b>	X		
<b>Economic performance &amp; sustainability?</b>	X		
• Employment of residents			
o Short-term (i.e. construction)	X		
o Long-term (operating and maintenance)	X		
• Cost of living reduction	X		
• Return on investment	X		
• Visitor opportunities/impressions/stays/purchases	X		
• Competitive business environment	X		
• Support for existing businesses	X		
• New business opportunities	X		
• Economic sustainability	X		

• Attractiveness of City to new residents/businesses	x		
<b>City government performance?</b>			
• Infrastructure quality/effectiveness/reach (more people)		+	
• Existing services		+	
• New services	x		
• Cost of City services		+	
• Tax income to City	x		
<b>Transportation?</b>			
• Air	x		
• Water	x		
• Roads	x		
<b>Communications?</b>			
• Internet	x		
• Phone	x		
• TV/radio	x		
<b>Other? (type in)</b>			

2. How does this project provide benefits or add value in multiple areas? (E.g., benefits both to the environment and to business performance.)

*This project is part of making the DRC's food waste composting operation more efficient which can help to keep the costs to the user lower.*

3. Are other projects related to or dependent on this project?

- Is this project dependent on other activities or actions?
- If yes, describe projects, action or activities specifying phases where appropriate.

4. Will the project require additional infrastructure, activity, or staffing outside the immediate department or activity? (E.g., will the construction of a new facility require additional roads or road maintenance or more internal City staffing?)

5. What regulatory permits will be required and how will they be obtained?

*No permits are required.*

6. What are the estimated initial (e.g., construction or purchase) and continuing operational costs of the project?

*Construction cost is not known prior to the completion of phase one.*

7. Is an engineering design or construction estimate necessary?

8. Will operation of the project generate any revenue for the City such as sales, user fees, or new taxes? If so, how will the new revenue be collected?

## **Part 5. Project Budget**

Proposed Budget Line Items

Construction project Budget estimate	Cost	Operational budget estimate (annual)	Cost
Administrative	\$	Personnel	\$
Project management	\$	Benefits	\$
Land, structures, ROW, easements	\$	Training	\$1,500
Engineering work	\$2,500	Travel	\$2,500
Permitting, inspection		Equipment	\$
Site work	\$	Contractual	\$
Construction	\$	Supplies	\$
Waste disposal	\$	Utilities	\$
Equipment	\$	Insurance	\$
Freight	\$	Repair & maintenance	\$
Contingencies	\$	Other (list)	\$
Other (list)	\$	Other (list)	\$
Other (list)		Total direct costs	\$
		Indirect costs	\$
		Income (fees, taxes)	\$
		Balance: costs-income	\$

Updated Latest Estimate Budget Line Items if Changed Date: \_\_\_\_\_

Construction project Budget estimate	Cost	Operational budget estimate (annual)	Cost
Administrative	\$	Personnel	\$
Project management	\$	Benefits	\$
Land, structures, ROW, easements	\$	Training	\$
Engineering work	\$	Travel	\$
Permitting; inspection		Equipment	\$
Site work	\$	Contractual	\$
Demolition and construction	\$	Supplies	\$
Waste disposal	\$	Utilities	\$
Equipment	\$	Insurance	\$
Freight	\$	Repair & maintenance	\$
Contingencies	\$	Other (list)	\$
Other (list)	\$	Total direct costs	
		Indirect costs	
		Income (fees, taxes))	\$
		Balance: costs-income	\$

#### **Part 6. Jobs and Training (required by some granting agencies)**

1. What service jobs will be needed for operation and maintenance?  
Food waste composting facility is part of the DRC's operation.
2. How many full-time, permanent jobs will this project create or retain?  
\_\_\_\_\_ Create/retain in 1-3 years  
\_\_\_\_\_ Create/retain in 3-5 years
3. What training is necessary to prepare local residents for jobs on this project?
4. How many local businesses will be affected by this project and how?

#### **Part 7. Business Plan (Upon Council request)**

Upon Council request, please prepare a business plan for the operating phase of your leading option(s). Plans will differ according to the nature of the project.

There are a number of good Internet sites that will assist you in developing a business plan. One example (12/2010): is [http://www.va-interactive.com/inbusiness/editorial/bizdev/ibt/business\\_plan.html](http://www.va-interactive.com/inbusiness/editorial/bizdev/ibt/business_plan.html)



Basic components of a business plan:

- The Product/Service
- The Market
- The Marketing Plan
- The Competition
- Operations
- The Management Team
- Personnel

## **Part 8. Record of Project Planning and Development Meetings**

1. Please document the manner in which public input was received.
  - Public comment on agenda item at committee or Council meeting
  - Special public hearing
  - Dates and attendance for the above.
  - Written comment from the public (please attach)
2. Please use the following chart to document committee meetings, Council reports, and so on. Did the committee make recommendations or requests? Did the Council make requests of the committee?

### **Meeting Record**

Event (Meeting of committee, Council report, public hearing, etc.	Date	Agenda Posted (date)	Minutes or record Attached? (yes/no)	Outcome Rec to Council, requested action of Council, etc.	No. of atten- dees

## **Part 9. Feedback to the Council**

With the understanding that this form must be adapted to a variety of projects, please provide feedback on how the form worked for your committee. Thank you for your suggestions.



# **PROPOSAL**

## **CORNERSTONE COMPOST TRAINING PROGRAM**

NOVEMBER 27, 2017

MR. PAUL BERRY

CITY OF GUSTAVUS – DISPOSAL & RECYCLING CENTER

GUSTAVUS, ALASKA

Prepared by:

Peter Moon, P.E.

President and Principal Engineer

# INTRODUCTION

November 27, 2017

Mr. Paul Berry  
City of Gustavus - Disposal & Recycling Center  
P.O. Box 1  
Gustavus, AK 99826

Re: O<sub>2</sub>Compost Proposal for Cornerstone Compost System

Dear Paul:

Thank you for your interest in the O<sub>2</sub>Compost Training Program and for considering one of our systems for processing ~25 – 30 tons per year of food waste at the City's Recycling Center. This letter serves as our proposal for our Cornerstone Compost System to convert food waste combined with bulking material (e.g., chipped tree limbs) into high quality compost.

In designing our compost systems, our primary objectives are to:

- 1) Protect surface and ground water resources;
- 2) Reduce impacts from odors, flies and other vectors;
- 3) Reduce the time and expense now committed to waste management;
- 4) Produce a high-quality finished product for use around the farm, local community gardens, or for sale to gardeners in your area; and
- 5) Provide a compost system that becomes part of your daily and weekly routine.

Our goal is to provide a compost system that becomes fully integrated into your daily activities. The method of composting that we use is referred to as Aerated Static Pile (ASP) Composting. This simply means that we induce airflow through the mix of materials using an electric blower; we do not turn the pile during the first 30 days (the active phase) of composting.

ASP composting was originally developed by the U.S. Department of Agriculture in the mid-1970's and is used throughout the country to process a wide variety of municipal organic waste materials. O<sub>2</sub>Compost has simply adapted this technology to work with smaller volumes of organic waste materials in agricultural and institutional settings. The ASP method is ideal for composting livestock manure along with spent bedding and yard debris and/or kitchen waste that you may want to include in the mix.

With aerated composting, we maintain aerobic conditions throughout the compost pile and are able to control pile temperatures. This, in turn, expedites the composting process and yields a high-quality compost product that is effectively free of pathogens, parasites and weed seeds. By composting in this manner, we are able to control offensive odors and flies, improve the aesthetics of the waste handling area, quickly produce a superior product, and decrease your operating cost (i.e., reduced labor, fuel and equipment time).

## Cornerstone Compost System

Given your interest in a permanent compost system, I believe that the O<sub>2</sub>Compost Cornerstone System is best suited for your scale of operation. This complete system includes the following components:

- 1) Standard Design Drawings;
- 2) Complete Operations Manual with step-by-step instructions;
- 3) Unlimited Technical Support throughout construction, startup, long-term operation; and
- 4) Aeration Equipment Package, including:
  - (1) electric blower – High Impact Plastic with 2 year warranty);
  - (1) variable setting cycle timer to operate the blower (5-year warranty);
  - (3) 4-inch diameter slide gate valves; and
  - (1) 36-inch long temperature probe.

*Note 1: All equipment included in this quote is 110V / 15 Amp. Alternative power sources can be accommodated at a nominal additional cost.*

## Pricing

The cost of the Cornerstone Compost System is \$4,875, which includes all of the above-mentioned components (also detailed on Attachment A). Shipping to your location in Alaska will be an additional \$250, resulting in a total cost of \$5,125.

## Payment Options

**1) Receive a \$500 Discount:** If you choose to pay for the Cornerstone Training Program in full prior to close of business on December 29th, we are pleased to offer you a \$500 discount for taking prompt and decisive action to preserve and protect our environment. This results in a total price of \$4,625.

**2) Divide Full Amount into Two Equal Payments:** Alternatively, you may pay the first half of the Training Program cost to initiate the design process and receive your complete set of construction-ready design drawings. At this stage, our staff will be available to work with you and your contractor to answer any questions that you have about the design and construction of your system. Following receipt of the second half payment, we will send your aeration equipment package and initiate start-up and long-term technical support. There are no deadlines for paying the second half payment. Option 2 does not include a \$500 discount, as stated in Option 1.

**3) Pay \$500 Deposit:** Lastly, if you choose to make a deposit of \$500, the balance due for your training program will be locked-in for a period of one year, despite any price changes which occur during that period. You may pay the balance all at once or in increments until your payment for the Training Program is received in full.

There are no deadlines for paying the amount due within the first year following your initial deposit. The design of your compost system can proceed immediately upon receiving the first half payment for your Training Program. Option 3 does not include a \$500 discount, as stated in Option 1.

## Equipment Package

Many of our clients request that we send the equipment package immediately upon paying in full for their Training Program, while others prefer that we hold onto the equipment until they are ready to install it in their new compost system. We keep most of the components on-hand at all times, and can send you the complete equipment package when requested to do so.

When we ship your equipment package, we will notify you of the expected delivery date and provide tracking information. We will also track the shipment and notify you when it is reported to have been delivered. At that time, we will also contact you to confirm that all equipment is accounted for and has not been damaged in shipment.

## System Design

The size of the compost system is a direct function of the volume of feedstocks that you plan to compost. The Cornerstone Compost System utilizes standard design drawings from which to choose a system that best fits your needs. Additional design time is not included to modify these designs.

All of our Cornerstone designs assume a wind load of 90 miles per hour and a ground snow load of 25 pounds per square foot. The design can be easily expanded to incorporate additional features (e.g., bedding or feed storage, covered tractor parking, garden shed, etc.). We would rely on your architect or contractor to modify the structure footprint and design to accommodate any additional features that you may want to include.

To assist you with the selection of an appropriate compost system design, we will conduct a telephone interview with you, and proceed through a detailed questionnaire that will help us understand your specific needs and preferences. This interview typically takes 20 to 30 minutes to complete, but you will always have the opportunity to revisit this decision making process.

Once you have decided on the system that you prefer, we will immediately send you an electronic set of drawings so that you and your builder can get started. At this point, we will also know which blower and timer package to send. The step-by-step procedures for the design, construction and start-up of your Cornerstone Compost System are described in further detail in Attachment B.

## Technical Support

Our technical support is unlimited. We are available to help you through the construction and start-up process, to review pile temperatures, and troubleshoot the operation of your new system, all done remotely by telephone and Email. We anticipate that you will be up and running and fully confident with your new composting skills within the first batch or two.

With this training program, we assume that you know little or nothing about composting; we take a very practical (non-academic) approach with each training exercise. Questions are always encouraged, and ultimately we guarantee your success (Refer to Attachment C).

We are also available to answer questions or help troubleshoot your system at any future date. Should you ever need to train new staff members, our technical support is also available to these future operators to ensure that they too can take full advantage of on-site composting.

## Regulatory Compliance

Aerated Static Pile Composting is considered a Best Management Practice (BMP) by most states and provinces. For an on-farm compost system like this, we have yet to see a situation where compost operating permits are required. However, if your local health district, land use department, or state pollution control agency have any questions about your plans for managing the manure through on-site composting, please have them contact us directly, or provide their information so that we can contact them.

As part of your Cornerstone Compost System, we will help facilitate a compliance process on your behalf. This level of effort does not include assistance with obtaining operating permits, as would be needed for a larger scale, municipal compost facility.

## Additional Engineering Services

In your initial correspondence, you indicated that you would like us to review your operations plan and make suggestions for improving your facility layout and overall efficiency. We are certainly available to do this work on a time and materials basis. For planning purposes, I suggest a budget of \$2,500 for this effort, however I recommend that we discuss the scope of work in greater detail and embark on this portion of the project under a separate work order.

## Our Commitment

Our Cornerstone Compost System relies on customary building practices and is very systematic and straightforward to implement. We will guide you through the process step by step and within a few weeks, you will find that composting becomes fully integrated into your daily activities. It will save you both time and money and will produce an excellent product that can be used on your property or by local gardeners, landscapers and organic farms in your area.

If you have any questions about your O<sub>2</sub>Compost Cornerstone Compost System, please contact me by e-mail: [peter@o2compost.com](mailto:peter@o2compost.com) or call us at (360) 568-8085.

We have a vested interest in your success and therefore we guarantee your complete satisfaction with your new Cornerstone Compost System. We are also hopeful that you will share your experience as our partner with everyone in your network: family, friends, fellow club members and work associates.

We look forward to working with you.

Sincerely,

*Peter R. Moon*

Peter R. Moon, Owner/President

O<sub>2</sub>Compost

Attachment A: Proposal Summary and Invoice

Attachment B: Step-by-Step Procedures Guide

Attachment C: Training Program Guarantee



# ATTACHMENT A

Cornerstone

November 27, 2017

Mr. Paul Berry  
City of Gustavus Disposal & Recycling Center  
P.O. Box 1  
Gustavus, AK 99826

PROPOSAL SUMMARY & INVOICE		
DESCRIPTION	OPTIONAL	PRICE
<b>CORNERSTONE COMPOST SYSTEM:</b> <ul style="list-style-type: none"><li>• Complete Operations Manual with step-by-step instructions;</li><li>• Standard Design Drawings for the system that best fits your needs;</li><li>• Technical Support throughout construction, startup, long-term, and</li><li>• Equipment Package<ul style="list-style-type: none"><li>○ (1) electric blower – high impact plastic (2-year O<sub>2</sub>Compost extended warranty);</li><li>○ (1) variable setting cycle timer to operate the blower with 2-year O<sub>2</sub>Compost extended warranty;</li><li>○ (3) 4-inch diameter slide-gate valves; and</li><li>○ (1) 36-inch long temperature probe.</li></ul></li></ul>		<b>\$4,875.00</b>
<b>SHIPPING &amp; HANDLING</b>		<b>120.00</b>
<b>TOTAL SYSTEM COST</b>		<b>\$4,995.00</b>
<b>TRAINING PROGRAM DISCOUNT (IF PAID IN FULL PRIOR TO C.O.B. ON 12/29/17)</b>	<b>&lt; \$500.00 &gt;</b>	
<b>ADDITIONAL ENGINEERING SERVICES</b>	<b>\$2,500.00</b>	
<b>WASHINGTON STATE SALES TAX</b>		<b>N/A</b>
<b>PAYMENT RECEIVED</b>		
<b>BALANCE DUE</b>		

PAYMENT OPTIONS
VISA – MASTERCARD – AMERICAN EXPRESS – PERSONAL/BUSINESS CHECK
PRICING GUARANTEED THROUGH:
CLOSE OF BUSINESS DATE: FRIDAY, JANUARY 26, 2018, 4:00 PM (PACIFIC)
IF PAYING BY CHECK, PLEASE REMIT TO:
O <sub>2</sub> COMPOST / P.O. Box 1026 / SNOHOMISH, WA 98291

# ATTACHMENT B

## STEP-BY-STEP PROCEDURES FOR THE DESIGN, CONSTRUCTION AND START-UP OF YOUR NEW CORNERSTONE COMPOST SYSTEM

This letter describes the sequence of events that will immediately begin to unfold as we help you design, construct and operate your new aerated compost system. You have made an excellent investment – one that will reduce adverse impacts to the environment, and pay dividends for many years to come.

Our goal is to help you resolve your organic waste management challenges once and for all and to help you convert a waste problem into a resource opportunity. Our objective is to help you determine the best size and configuration for your compost system and to walk with you through a step-by-step process so that your system is up and running quickly and becomes fully integrated into your daily operation.

To make this an efficient (and enjoyable) process for all concerned, we suggest the following steps:

### Design

1. Upon receiving payment for your Cornerstone Compost System, you will be contacted by Mr. Chris Moon, O<sub>2</sub>Compost's training program coordinator, to schedule a time to meet by telephone. During your conversation with Chris, he will ask you a series of questions that relate to the specifics of your situation and together you will explore your design options and preferences. Many of these specifics may have been discussed already, but we always start at the very beginning so that Chris doesn't miss any important details.
2. At the conclusion of this call, Chris will work with the design team to produce and send you your design as an electronic file so that you can acquire the necessary materials from local sources and begin constructing your first compost pile.
3. O<sub>2</sub>Compost is located in Washington State, and if necessary we are able to provide a civil / structural engineering stamp for your drawing set. If you need an engineering stamp for any other state, you will need to contact a local licensed civil engineer in your area to have them review and stamp the plans. The cost for this third party engineering review is not included in this Training Program. If O<sub>2</sub>Compost is asked to make changes to the drawings to meet local conditions, there will be a additional charge for this service, which will be agreed to in writing before undertaking the work.

## Construction

4. The construction of your Cornerstone Compost System will follow standard construction practices, however, you (or your builder) will undoubtedly have questions about the design. We encourage you to contact us to ask us these questions so that the design intent is clearly understood. You have paid for this service with the purchase of your Cornerstone System – please use it throughout the construction process.

The design incorporates many subtle details to make sure that your compost system operates properly. **For that reason, the design must not be altered without first contacting O<sub>2</sub>Compost to ensure that the integrity of the design is not compromised.** As we like to say, “It is easy to make changes on paper, but not nearly so easy to make changes once the concrete is poured”. We ask that you document each step of the construction process with digital pictures and forward these to us at each stage of the building process. This will give us the opportunity to note any possible problems that we see and bring them to your attention so that they can be rectified as soon as possible. In this case, a picture may be worth \$1,000 (or more).

## Start-up and Routine Operations

5. All technical support is done remotely by telephone and Email.
6. When you receive your Operations Manual, please review it, paying particular attention to the Summary Section and the Start-up Section. These will highlight the basic principles of aerated composting and detail a series of steps to follow, including: a) conducting a preliminary system check; b) preparing your initial compost mix; c) filling the compost bin; d) setting the timer and starting the airflow; and e) monitoring the composting process.
7. Before placing any manure into your new Cornerstone Compost System, we ask that you contact us by telephone so that we can discuss the basics of aerated composting, as described in Step 8. We will have you conduct a few simple tests to confirm that the aeration system is operating properly. This can be done before completion of the structure itself, and is recommended so that any changes can be made before the contractor completes the work and leaves the site.
8. During the first two or three “batches”, we will ask that you take temperature readings on a regular basis - daily at first and then 2 or 3 times a week. We will have you record the temperature data on a spreadsheet that we will provide, and send the data to us as an e-mail attachment. We also ask you to make a written note of anything that you observe. We will discuss your data and observations with you and make recommendations for adjusting the aeration system to optimize the composting process.

Most important, we want you to ask questions – lots and lots of questions. Composting takes practice, much like learning to ride a horse, play a musical instrument, or speak a new language. We do not want you to be at all concerned or frustrated with the start-up and operation of your new compost system. Prepare yourself to be amazed at the simplicity and efficiency of nature.

By working with us and following these 10 steps, we **Guarantee Your Success.**

# ATTACHMENT C

## COMPOST SYSTEM & TRAINING PROGRAM GUARANTEE AND CONFIDENTIALITY AGREEMENT

### Definitions

There is no universally accepted definition of Composting. The O<sub>2</sub>Compost Systems and Training Programs use the following practical definitions:

Composting is the biological decomposition and stabilization of organic substrates, under conditions that allow for the development of thermophilic temperatures as a result of biologically produced heat, to produce a final product that is stable, free of pathogens and plant seeds, and can be beneficially applied to land. Thus, composting is a form of waste stabilization, but one that requires special conditions of moisture and aeration to produce thermophilic temperatures. The latter are generally considered to be above 45°C (113°F). Maintenance of thermophilic temperatures is the primary mechanism for pathogen inactivation and seed destruction.

Compost is an organic soil conditioner that has been stabilized to a humus-like product that is free of viable human and plant pathogens and plant seeds, which do not attract insects or vectors, that can be handled and stored without nuisance, and that is beneficial to the growth of plants.

Reference: The Practical Handbook of Compost Engineering, Robert T. Haug, 1993

### EPA Risk Analysis

The Environmental Protection Agency (EPA) conducted exhaustive risk analyses involving the processing and use of composted biosolids (wastewater sludge) products. Upon completion of this work, the EPA established the minimum criteria used for meeting human health objectives. These criteria are stated in the body of regulation entitled 40 CFR Part 503, (also referred to as the “503 Regulations”). The technical term for the minimum criteria to produce a Class A compost is “Process to Further Reduce Pathogens” or PFRP.

The PFRP criteria for the aerated static pile method of composting are stated as follows:

1. Pile temperatures shall be maintained at 55°C (131°F) or higher for a minimum of 3 days (i.e., piles must be covered with 6” to 12” of finished compost to ensure minimum temperatures are achieved throughout the pile); and
2. Fecal coliform must be less than 1,000 most probable numbers (MPN) per gram total solids (dry-weight-basis); or
3. Salmonella sp. Bacteria must be less than 3 MPN per 4 grams of total solids (dry-weight-basis).

## Guarantee

O<sub>2</sub>Compost (a division of Price-Moon Enterprises, Inc.) guarantees that the On-Farm Aerated Composting System & Program will enable the participant to produce compost from livestock manure and other agricultural / municipal waste materials and meet: 1) the definitions stated above; and 2) the EPA minimum criteria for PFRP. This guarantee requires that the participant:

1. Read and closely follow the protocol established in the Training Manual;
2. Provide temperature monitoring data on a regular (i.e., minimum weekly) basis for O<sub>2</sub>Compost review;
3. Implement O<sub>2</sub>Compost's recommendations for changing the aeration rate throughout the technical support period specified in the Composting System purchased.

In the unlikely event that the O<sub>2</sub>Compost Training Program fails to accomplish these objectives, O<sub>2</sub>Compost will reimburse the participant their initial investment in the training program (less shipping and dealer commissions, if applicable) within 30 days of O<sub>2</sub>Compost's receiving: 1) all equipment (in like-new condition); and 2) training materials that were provided as part of the System & Program.

## Partnership

It is our goal to work with each participant as a partner with common objectives. We promise to do everything in O<sub>2</sub>Compost's power to provide excellent and timely service. Our goal is to earn your trust and respect, share in your success, and have you as our friend and advocate for years to come. By participating in the O<sub>2</sub>Compost Training Program, you have made an excellent and timely investment.

## Confidentiality

Client agrees that all services provided by O<sub>2</sub>Compost, a division of Price-Moon Enterprises, Inc., shall be treated as confidential. The referenced services include all information on O<sub>2</sub>Compost's aerated composting methodology, equipment pricing, training materials, marketing strategies, and any other information provided verbally or in writing as part of the Cornerstone Compost Training Program. With the exception of farm personnel, Client agrees to not engage in training anyone in the methods of aerated composting using any of the training materials or equipment provided under this agreement. Exceptions to this confidentiality agreement may be made by a Principal of O<sub>2</sub>Compost on a case-by-case basis, provided that written and signed authorization is provided prior to divulging the referenced information.

*O<sub>2</sub>Compost agrees that all information pertaining to the Client's farming practices and to the Client's composting operation will be treated as confidential. This includes all information transmitted in writing, verbally, with electronic media, or by means of photographs. Exceptions to this confidentiality agreement may be made by the Client on a case-by-case basis, provided written and signed authorization is provided by the Client prior to divulging the referenced information. In general, this would include case history discussions and referenced experience gained from the Client's composting operation.*

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## O<sub>2</sub>Compost Return Policy

### Partial Payments (Deposits)

*The initial deposit for an O<sub>2</sub>Compost Training Program will be refunded in full, if requested to do so in writing within 14 calendar days of making the initial payment. Refunds will be made within 14 calendar days after receiving the written request.*

*No Refunds will be made after 14 calendar days of making the initial deposit.*

### Effective upon receiving full payment for this Cornerstone Compost System:

*For a period of 30 days beginning on the day that final payment is received, Purchaser is entitled to a refund of 50% of the purchase price – payable to Purchaser within 60 days of communication of order cancellation. If Purchaser is already in receipt of the O<sub>2</sub>Compost equipment, the 50% refund will be payable to Purchaser within 60 days following our receipt of the returned equipment in As-New condition.*

*The remaining 50% is nonrefundable and will be retained to cover administrative costs, design time, and related expenses.*

*If the decision to cancel is made after 30 days and before 60 days from the date of sale (i.e., receiving final payment), Purchaser will be entitled to a refund of the retail value of the equipment package only. In this instance, the refund will be paid to Purchaser within 60 days following our receipt of the returned equipment in As-New condition.*

*No refunds will be made after 60 days from the date of sale.*

***This policy supersedes all other verbal or written agreements.***

---

We look forward to a long and mutually beneficial working relationship,

## *O<sub>2</sub>Compost Staff*

Peter Moon, Owner/President  
Harold Ruppert, Lead Engineer  
Chris Moon, Training Program Coordinator  
Sherri Maben, Office Administrator