



# CITY OF GUSTAVUS CITY COUNCIL SPECIAL MEETING

Monday, April 15, 2024 at 6:00 PM  
Gustavus City Hall

## COUNCIL MEMBERS

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

## CITY HALL

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

## AGENDA

### VIRTUAL MEETING INFORMATION

<https://us02web.zoom.us/j/5155019406?pwd=UjNNbjB0T0czdnNreUdWSE1DUHJUQT09&omn=82290684401>

**ID:** 515 501 9406

**PASSCODE:** 2451

**TEL:** 253-215-8782

### ROLL CALL

Reading of the City of Gustavus Vision Statement

### APPROVAL OF MINUTES

### MAYOR'S REQUEST FOR AGENDA CHANGES

### COMMITTEE / STAFF REPORTS

### PUBLIC COMMENT ON NON-AGENDA ITEMS

### CONSENT AGENDA

### ORDINANCE FOR PUBLIC HEARING

### UNFINISHED BUSINESS

### NEW BUSINESS

1. FY24-14NCO Introduction of Long-Term Capital Project Surplus to FNBA
2. Approve Request for Proposal for Management and Implementation of Road Maintenance Program for the City of Gustavus

### CITY COUNCIL REPORTS

### CITY COUNCIL QUESTIONS AND COMMENTS

### PUBLIC COMMENT ON NON-AGENDA ITEMS

### EXECUTIVE SESSION

### ADJOURNMENT

**POSTED ON:** April 10, 2024 at P.O, Library, City Hall & <https://cms.gustavus-ak.gov/>

### ADA NOTICE

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

### VISION STATEMENT

*We envision a distinctive community:*

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

**CITY OF GUSTAVUS, ALASKA  
ORDINANCE FY24-14NCO**

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

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

**Section 1.** Classification. This is a **Non-Code Ordinance**

**Section 2.** For the Fiscal Year of 2024, the following City held account balance transfers are to be made for the reasons stated.

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

<b>CITY HELD ACCOUNTS</b>	<b>Amounts</b>		
	<b>Account Balance*</b>	<b>Amended Balance</b>	<b>Change</b>
FNBA Checking Account <i>Returning Surplus from Capital Improvement LT to FNBA to become compliant with unrestricted fund balance per Res. CY18-18</i>	\$ 104,524.46	\$ 254,524.46	\$ 150,000.00
AMLIP Reserve <i>*Approximate, this is a dynamic value.</i>	\$ 998,052.22	\$ 848,052.22	<\$ 150,000.00>

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Total Change in City Held Account Balances \$ 0.00

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

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

**DATE INTRODUCED:** *April 15, 2024*  
**DATE OF PUBLIC HEARING:** *May 13, 2024*

**PASSED** and **APPROVED** by the Gustavus City Council this XX day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Shelley K Owens, Mayor

\_\_\_\_\_  
Attest: Ben Sadler, City Treasurer

\_\_\_\_\_  
Attest: Liesl M. Barker, City Clerk



**City of Gustavus**  
PO Box 1  
Gustavus, Alaska 99826  
Phone: (907) 697-2451

**CITY OF GUSTAVUS**

**REQUEST FOR PROPOSALS**

**RFP FY25-xx COG**

**MANAGEMENT AND IMPLEMENTATION OF ROAD MAINTENANCE PROGRAM FOR THE CITY OF GUSTAVUS**

**Opening Date: May**

**Time: 4:00pm AKDT**

**Location: Gustavus City Hall**

*PLEASE PROVIDE YOUR PROPOSAL* to furnish the services listed for the assumption of the management and execution of the Road Maintenance Program as described below.

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DELIVER PROPOSALS TO:

**THIS IS NOT AN ORDER**

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City of Gustavus  
Gustavus City Hall  
PO Box 1  
Gustavus, Alaska 99826

**PROPOSALS MUST BE RECEIVED BY THE DATE AND TIME SHOWN ABOVE.**

## **REQUEST FOR PROPOSALS - RFP FY24-01COG**

### **1. REQUEST FOR PROPOSAL (RFP)**

The City of Gustavus (City) invites you to respond to this Request for Proposal (RFP). The focus of the RFP is to select a single organization (Vendor) to manage and execute the Road Maintenance Program for the City of Gustavus.

### **2. INTRODUCTION TO CITY OF GUSTAVUS**

Gustavus, Alaska, gateway to Glacier Bay National Park, is located on the north side of Icy Strait and is situated on a large, flat, glacial outwash plain. The economy is based on government, tourism, commercial fishing, construction, education, and health services. The population was estimated at 655 in the most recent Population Determination by the State of Alaska and is thinly spread over 23 square miles. Gustavus is not connected to the State road system but does have a large jet-capable airport about a half hour flight from Juneau. Alaska Marine Highway ferry service commenced in November 2010 and provides year-round service generally two times per week.

The City of Gustavus was incorporated on April 1, 2004, as a Second-Class City. The seven-member volunteer City Council, one of whom is chosen as Mayor, governs the City. The City provides the following services: Fire/EMS, road maintenance, solid waste disposal, a second-hand store, small boat harbor and dock floats, recreational parks, and a library. Seven residents are employed by the City year-round, with additional part-time staff and many volunteers providing additional support. Law enforcement is provided by the Alaska State Troopers or by National Park Rangers within the boundaries of Glacier Bay National Park.

The City of Gustavus maintains almost 23 miles of gravel roads plus parking areas for city buildings, the beach park, trail heads, and the boat harbor.

### **3. PROJECT OVERVIEW**

The City of Gustavus wishes to adopt a new maintenance model to make City road maintenance more efficient and cost effective by transferring road maintenance decision making to the contractor and achieving more favorable road maintenance pricing through a longer-term contract. The contractor would be delegated authority to make decisions about maintenance needs and priorities while working within a function budget. Transferring authority to the contractor is intended to reduce the need for city staff to plan, direct and oversee routine road maintenance activities, freeing these resources for other City priorities. A longer-term contract is intended to improve the contractor's operational efficiency, enabling the City to realize more value for its maintenance budget. This model provides the contractor with a longer commitment of consistent work, allows the contractor longer-term planning of its operations, and allows the contractor to amortize fixed costs over a longer period.

### **4. SERVICE REQUIREMENTS**

The contractor is responsible for inspecting roads regularly, determining maintenance needs, scheduling work, and completing the work. The contractor is

responsible for acquiring and maintaining, fueling, and operating equipment needed to maintain city roads. The basic service of the contract is routine maintenance and repairs for City gravel roads and City facility parking areas and work pads. Tasks include grading, road and embankment repairs, gravel additions (either reclaimed from roadside or ditch areas and/or excavated and delivered from City gravel pit), brushing, clearing fallen trees, snow plowing, sanding, ditch cleaning, road berm removal, road sign installation and maintenance, culvert maintenance, bridge maintenance and construction surveying. Work tasks are to be assessed, prioritized, and executed by the contractor under its delegated authority. The contractor will also conduct minor road construction and improvement projects such as new ditch construction, culvert installation, small roadway improvements at the discretion and authority of city staff acting on project specific plans and quotes. Larger projects such as major road construction, multiple culvert installations, and bridge repairs or construction may be subject to broader contract solicitation. The contractor is expected to prioritize City work to the extent that the City budget allows but may augment its work with other customers as its schedule allows. Routine maintenance will be performed under the City operating budget for Road Maintenance. Special projects may be funded through council approved appropriations via the City's capital account.

#### **5. CONTRACTOR OVERSIGHT BY CITY**

The contractor's work will be monitored by the City Administrator to assure roads are being maintained in accordance with the City's expectations described in the contract. The City Administrator or representative will meet occasionally with the contractor to help align priorities or consider/plan road improvements. The City Administrator will relay maintenance needs as observed by city staff or reported by the public to the contractor for action. The City Administrator or representative will occasionally inspect roads or visit work sites to monitor work effectiveness. The City Administrator, Mayor, or designee will also approve invoices from the contractor.

#### **6. CONTRACT TERM**

The term of the contract is three years—commencing July 1, 2024, and ending June 30, 2027. The contract may be extended for an additional three years, or one year at a time, if agreeable to both parties.

#### **7. SELECTION CRITERIA**

Pursuant to Title 4, Section 4.17.150 Professional services contracts, of the City of Gustavus Code of Ordinances, the selection of professional assistance shall be based on competence, skill, and experience, and specifically the considerations listed below. The council shall not award a contract to an individual, a partnership, or a corporation that is not registered, not qualified, based on the following criteria, or not authorized under Alaska Statutes. Selection considerations will include the following:

- General contractor license
- Insurance and bonding qualifications
- Successful experience performing road maintenance and heavy civil construction; (Heavily weighted)

- Local preference (Heavily weighted)
- Resources and equipment available or committed to be available
- Hourly equipment and service rates and unit prices offered for specific tasks (rates to be compared to rates the city has paid in the past or those in effect in similar cities in the region)
- Means and methods of performing the service (i.e., the proposer's rationale for prioritizing road maintenance)
- Minimum contract amount for covering fixed costs
- Local office, equipment garages and maintenance facilities
- Availability of service (Year-round service is a minimum requirement)
- Contractor staff, employees, to be available and assigned to the work
- Any limitations or exclusions from the service that may affect quality and quantity of road services.

## 8. RESPONSE CONTENTS AND FORMAT

Please complete all sections of the RFP. If additional material is required for one or more questions, please label attachments clearly and reference them in your response. Your response to this RFP will serve as the basis for the consideration of your potential as a contractor.

## 9. PROPOSAL FORMAT

Please use the following as a guideline to format your proposal:

### a. Length

- Maximum proposal length including title page, cover letter, proposal, qualifications, and budget should not exceed 10 pages.

### b. Title Page

The Title Page must not be more than one page in length and must include the following:

- your company name
- your company address
- telephone number
- fax number
- e-mail address and primary contact person

### c. Cover Letter

The cover letter must not be more than one page in length and must be signed by the person or persons authorized to sign on behalf of the company.

### d. Proposal

The Proposal must not be more than ten pages in length. Discuss your proposed solution(s), including the features, benefits, and uniqueness of your solution(s). You should also touch on your ability to deliver the project in a timely manner. Specifically, provide the following information:

- Describe how you propose to manage and deliver road maintenance services for Gustavus.
- Describe equipment you will have available to do the work.
- Describe availability of services year round

- Describe your maintenance service team.
- Describe any third-party providers that may provide services under the agreement.
- Describe any limitations to the service you propose—what will you not do or cannot do?

**e. Qualifications**

A list of Qualifications must not be more than five pages in length. For the purposes of understanding more about your company and your ability to successfully fulfill this important City requirement, please provide examples of similar work, references, and up to three examples of similar work.

**f. Billing Rates**

List billing rates:

- Hourly road inspection rate and estimated schedule
- Hourly operated equipment rates by equipment
- Hourly hand labor rates
- Hourly construction surveying rates
- Sub Contractual
- Other
- Overhead
- Minimum proposed annual billing to City

**10. COMMUNICATIONS AND RESPONSE**

The City Administrator is designated as the City of Gustavus' representative for this initiative. For any information relative to this RFP, please direct all inquiries to:

Kathy Leary, City Administrator  
907-697-2451 (Office)  
kathy.leary@gustavus-ak.gov

**11. NOTIFICATION OF INTENT TO RESPOND AND CLARIFICATION QUESTIONS**

Please indicate your intention to respond, by email, to the above email address by the Intent to Respond and Questions Due date outlined in the Key Dates table below. In addition, please provide the contact details of the individual responsible for coordinating your RFP response. At the same time, we ask that you submit any clarification questions regarding the RFP. Answers will be provided to all respondents by the Answers Provided date.

**12. RESPONSE DELIVERY INSTRUCTIONS**

Please submit an electronic copy of your proposal to the email address indicated in the Communications and Response section above. All responses must be received on or before close of business (4:00 pm Alaska Daylight Time) on the Proposals Due date indicated in the Key Dates table below.



**13. KEY DATES**

Date	Milestone
April 22, 2024	RFP is issued
April 29, 2024	Intent to Respond and Questions due
May 2, 2024	Answers to questions are sent to Vendors by e-mail and by postal mail, in the form of a formal addenda to this RFP.
May 10, 2024	Proposals must be received by the City Administrator by 4pm Alaska time. Written acknowledgement of receiving addenda must also be received by this time.
June 10, 2024	Gustavus City Council regular meeting. Contract may be awarded at this date, or further consideration may be deemed necessary.

**14. AGREEMENT OF NON-DISCLOSURE**

Proposals submitted to the City become public records because they are evidence of a procurement decision by a public entity. As such, they are subject to provisions of the Alaska Statutes and may be made available to the public upon request. However, the City recognizes that proposals may contain information that a Vendor may consider proprietary or business confidential. Information is considered proprietary or business confidential when it is not usually disclosed outside your organization, and when its disclosure is likely to cause you substantial competitive harm. In order to ensure that such information is properly protected from disclosure, Vendors are asked to submit a second redacted version of their Proposal, with proprietary and business confidential information redacted. All non-public information about the vendor's staff (if applicable) should be removed as well. If a Vendor does not submit a redacted version of their Proposal, the City may disclose their Proposal in full in accordance with the City's public records request policy and procedure. If, in the City's judgement, Vendor has redacted substantive information that is not proprietary or business confidential, the City may ask Vendor for a revised redacted version and may not consider Vendor's proposal unless a satisfactory redacted version is supplied within 7 days of the City's request. The original, unredacted version of the Proposal will remain in the City's files until destroyed in accordance with the City's file records retention schedule, but the full proposal will be treated as confidential if a satisfactory redacted version is supplied.

**15. CONTRACT TERMS**

The Mayor/City Administrator will negotiate contract terms upon selection. All contracts are subject to review by the City staff, and a contract will be awarded upon signing of an agreement or contract, which outlines terms, scope, budget, and other necessary items.

**16. GENERAL PROVISIONS**

- a. Vendors are advised that their response to this RFP does not obligate City to pay for any costs incurred by vendors in preparation of responses.
- b. A proposal is not a guarantee of contract award. City reserves the right to reject all proposals, to request additional information concerning any proposals for purposes of clarification, to accept or negotiate any modification to any proposal, to select only parts of a proposal, or to select multiple proposals, following the deadline for receipt of all proposals, and to waive any irregularities, if doing so would serve the best interest of City.
- c. Business and Professional Licenses. The successful respondent, and any sub-contractor(s), shall obtain necessary city and state business licenses on or before the commencement of work. Any successful respondent, and any sub-contractor(s), shall possess any necessary professional certifications and/or license(s) relative to the work to be performed required by the appropriate licensing authority for the State of Alaska and shall provide evidence of such to the City with their proposal or prior to contract award in such form as the City shall require.
- d. Term of Contract: The contract shall be for three years beginning July 1, 2024, and ending June 30, 2027. By mutual agreement between the City and Contractor the contract may be renewed for a second one, two or three-year term.
- e. Convenience Termination: This contract may be terminated by: (A) mutual consent of the parties, (B) for the convenience of the City, provided that the City notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination. (C) For cause, by either party where the other party fails in any material way to perform its obligations under this contract; provided, however, that as a condition of the exercise of its right of termination under this paragraph the terminating party shall notify the other party of its intent to terminate this contract and state with reasonable specificity the grounds therefore, and the defaulting party shall have filed within 30 days of receiving the notice to cure the default. (D) Termination pursuant to this section shall not affect the parties' continuing obligations under this contract and all other portions shall continue to be in full force and effect. The City shall pay the Contractor for all satisfactory work performed before notice of termination.
- f. City will not provide office space, equipment, or supplies.
- g. Vendor must meet and have in place the insurance requirements listed below at all times during the Term of Contract:
  - i. Vendor shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated "Excellent" or "Superior" by A. M. Best Company or specifically approved by City.
  - ii. Limits: The Vendor shall obtain insurance for not less than the following limits:
    - 1. Commercial general liability: coverage written on an occurrence basis with limits of not less than \$1,000,000 per occurrence
    - 2. Comprehensive automobile liability: \$1,000,000 combined single limit
    - 3. Workers' compensation: \$100,000 each accident, \$500,000 disease--policy limit, and \$100,000 disease--each employee.

**Commented [MT1]:** If the City terminated for its convenience, should there be provisions for paying a termination fee of some kind?

**Commented [KL2R1]:** Not if it is mutually agreed upon, I wouldn't think.

**Commented [MT3R1]:** Let's see with Bob suggests.

- iii. Automobile Liability Insurance: All autos, or all owned, non-owned, and hired automobiles must be insured when the Vendor is using them to do work under this Agreement. If the Vendor submits insurance covering only scheduled autos, then the Vendor must assure that any additional vehicles are insured before using them in the work under this Agreement.
- iv. Workers' Compensation: Any employee of the Vendor must be covered by workers' compensation insurance during the term of the Agreement. This policy must be endorsed with a waiver of subrogation in favor of the City. The Vendor is not required to provide a certificate of workers' compensation covering the owner(s) of the Vendor's business under the following circumstances:
- *Corporations* – If the executive officer(s) claims an exemption, then the Vendor must provide an Executive Officer Waiver for each officer from the Alaska Department of Labor and also provide the corporate filing with the State showing the person(s) named on the waiver is an owner. Only the person or persons who have the State Executive Officer Waiver and who are an owner shall be permitted to do any work or be on the work site or work area. If the Vendor permits any other person on the work area or work site or to do any work, and that person is injured, the Vendor shall defend, indemnify, and hold harmless the City from any and all claims and liabilities for workers' compensation benefits of any kind and any nature, including costs and legal fees.
  - *Sole Proprietors, Partnerships, or LLCs* – If the sole proprietor, partner, or member claims an exemption, then the Vendor must provide the City with the business permit filing with the State of Alaska showing the person(s) are the owner, sole proprietor, partner, or member. Only the person or persons who are an owner, sole proprietor, partner, or member shall be permitted to do any work or be on the work site or work area. If the Vendor permits any other person on the work area or work site or to do any work, and that person is injured, the Vendor shall defend, indemnify, and hold harmless the City from any and all claims and liabilities for workers' compensation benefits of any kind and any nature, including costs and legal fees.
- v. Alternate Coverage: A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of this section.
- vi. Additional Insured: During the contract term, the Vendor shall add and maintain City as an additional insured in the Vendor's commercial general liability policy. This policy will provide primary coverage for City, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.
- vii. Certificate of Insurance: Prior to commencing any work under this Agreement, the Vendor will provide a certificate of insurance in a form

acceptable to City showing that the Vendor has the required insurance coverage.

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

#### 17. Gustavus Maintained Roads

<b>Area 1</b>	<b>Miles</b>
Owen Road & Porcupine Road	0.30
Veneta Street	0.42
Trudy Street	0.37
Lynn Street	0.18
Snow Street	0.14
Tong Road (to Glacier Bay Inn driveway)	0.62
Toad Road	0.41
Xtratuff Road	0.08
Spruce Lane	0.37
Bartlett Road	0.27
<b>Subtotal Area 1 Miles</b>	<b>3.15</b>
<b>Area 2</b>	<b>Miles</b>
Good River Road	0.87
Mary's Road	0.23
Grandpa's Farm Road	0.59
Meadow Lane	0.14
Dickey Drive	0.32
<b>Subtotal Area 2 Miles</b>	<b>2.15</b>
<b>Area 3</b>	<b>Miles</b>
Dolly Varden Drive	0.83
Smelt Avenue	0.05
Greenling Avenue	0.20
Chinook Drive	0.33
Chum Drive	0.17
King Salmon Drive	0.21
Sandlance Avenue	0.17
Halibut Drive	0.34
Capelin Lane	0.13
Humpy Drive	0.27
Needlefish Lane	0.16
Sockeye Drive	0.28
Herring Lane	0.04
Coho Drive	0.27

Steelhead Drive	0.22
Candlefish Lane	0.11
Willow Way	0.33
Pine Street	0.35
Shooting Star Lane	0.14
Lupine Lane	0.14
Columbine Lane	0.12
City Hall Access	0.06
<b>Subtotal Area 3 Miles</b>	<b>4.91</b>
<b>Area 4</b>	<b>Miles</b>
Wilson Road	2.09
Fara Way	0.27
White Drive	0.33
Parker Drive	0.34
Harry Hall Drive	0.43
River Bend Lane	0.23
Chase Drive	0.43
Jensen Road	0.24
Hemlock Road	0.24
<b>Subtotal Area 4 Miles</b>	<b>4.59</b>
<b>Area 5</b>	<b>Miles</b>
Rink Creek Road	3.73
Buoy Drive	0.21
Island View Drive	0.28
<b>Subtotal Area 5 Miles</b>	<b>4.22</b>
<b>Area 6</b>	<b>Miles</b>
Boat Harbor Road & DRC Access	0.27
Bill's Drive	0.28
Meadowbrook Lane	0.25
Fairweather Road	0.25
Pleasant Avenue	0.15
Jacob Avenue	0.31
Gustav Drive	0.20
Travis Drive	0.20
Benjamin Drive	0.21
Glen's Ditch Road to Nagoonberry Trailhead	0.53
Same Old Road	0.84
Dungeness Way	0.12
End of the Trail	0.26
<b>Subtotal Area 6 Miles</b>	<b>3.87</b>
<b>Total City-Maintained Miles</b>	<b>22.89</b>

<b>Facility Parking Areas</b>	<b><u>Approx Area (ft<sup>2</sup>)</u></b>
City Hall driveway and parking	11,100
Fire Hall	3,300
Salmon River Park parking on Gustavus Road	1,300
Library driveway and parking	11,000
Community Chest parking	1,500
Boat Harbor parking and storage areas	50,000
Septage Storage driveway and off-loading pad	5,500
Beach Park parking off east side of Dock Road	7,000
Beach Meadows trailhead parking west side of Dock Road	2,000

**18. GUSTAVUS ROAD MAP**

