



CITY OF GUSTAVUS

CITY COUNCIL GENERAL MEETING

Monday, February 14, 2022 at 7:00 PM
via Zoom

COUNCIL MEMBERS

Mayor Mike Taylor
Vice Mayor Kyle Bishop
Council Members: Tania Lewis, Joe Vanderzanden
Lewis Sharman, Bella Furr, Jim Mackovjak

CITY HALL

City Administrator - Tom Williams Ph.D.
City Clerk, CMC - Karen Platt
City Treasurer - Eduarda Loggins
Phone: 907-697-2451 | clerk@gustavus-ak.gov

DRAFT AGENDA AND PACKET

ROLL CALL

Reading of the City of Gustavus Vision Statement

Healthy You in 2022 Introduction by Juneau Public Health Nurse, Claire Geldhof

APPROVAL OF MINUTES

1. 01-17-2022 General Meeting Minutes
2. 01-24-2022 Special Meeting Minutes

MAYOR'S REQUEST FOR AGENDA CHANGES

COMMITTEE / STAFF REPORTS

3. Review Gustavus Visitors Association Business Plan and Budget Request Report
4. Gustavus PFAS Action Coalition Quarterly Report
5. Gustavus Disposal and Recycling Center Quarterly Report
6. City Treasurer Monthly Financials and Quarterly Report
7. City Administrator WORK SESSION Report

PUBLIC COMMENT ON NON-AGENDA ITEMS

CONSENT AGENDA

8. Certificate of Records Destruction
9. Waive Ambulance Transport Fee Due to a Billing Error

ORDINANCE FOR PUBLIC HEARING

UNFINISHED BUSINESS

NEW BUSINESS

10. Award Gravel Pit Contracts
11. CY22-XX Updating Policy and Procedure for Public Records Maintenance
12. Gustavus Beach Park CRMA Revisions

CITY COUNCIL REPORTS

CITY COUNCIL QUESTIONS AND COMMENTS

PUBLIC COMMENT ON NON-AGENDA ITEMS

EXECUTIVE SESSION

ADJOURNMENT

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

ADA NOTICE

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

VISION STATEMENT

We envision a distinctive community:

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

CITY OF GUSTAVUS
CITY COUNCIL GENERAL MEETING
JANUARY 17, 2022

Item #1.

MINUTES - PENDING

ROLL CALL

PRESENT

Mayor Mike Taylor
Vice Mayor Kyle Bishop
Council Member Joe Vanderzanden
Council Member Tania Lewis
Council Member Bella Furr Council
Member Jim Mackovjak Council
Member Lewis Sharman

Reading of the City of Gustavus Vision Statement

The City of Gustavus Vision Statement was read by Council Member Lewis Sharman.

APPROVAL OF MINUTES

1. 12-13-2021 General Meeting Minutes

Motion made by Council Member Vanderzanden to approve the 12-13-2021 General Meeting Minutes.

Seconded by Council Member Mackovjak.

Hearing no objection, the motion is passed by unanimous consent.

MAYOR'S REQUEST FOR AGENDA CHANGES

Mayor Taylor removed Item 12. Motion to Approve the City of Gustavus Facility Use Agreement for Commercial Users of the Marine Facilities and Item 13. QUASI-JUDICIAL MATTER City of Gustavus Waives the Right to File a Protest of the New Alcohol License Application for the Sunnyside Market License.

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

COMMITTEE / STAFF REPORTS

2. Gustavus Volunteer Fire Department Quarterly Report
Fire Chief, Sol Martinez submitted a written report and provided an oral summary.
3. City Clerk Quarterly Report
City Clerk, Karen Platt submitted a written report and provided an oral summary.
4. City Treasurer Monthly Financials
City Treasurer, Eduarda Loggins submitted written monthly financials and provided an oral summary.
5. City Administrator General Meeting Report
City Administrator, Tom Williams submitted a written report and provided an oral summary.

PUBLIC COMMENT ON NON-AGENDA ITEMS

Janusz Kunat
Leah Okin
Sally McLaughlin
Jim Kearns

CONSENT AGENDA

6. Certificate of Records Destruction
7. FY22-11NCO Introduction of Department Budgets for FY2022 (Public Hearing February 14, 2022)

Motion made by Vice Mayor Bishop to adopt the Consent Agenda with a change in the Public Hearing date for FY22-11NCO to read January 24, 2022.

Seconded by Council Member Furr.

Hearing no objections, Mayor Taylor announced the Consent Agenda as passed by unanimous consent.

ORDINANCE FOR PUBLIC HEARING

8. FY22-10NCO Providing for the Amendment of Departmental Budgets FY22 (Introduced 12-13-2021)

Mayor Taylor opened the Public Hearing at 8:00 PM.

Public Testimony: None

Mayor Taylor closed the Public Hearing at 8:01 PM

Motion made by Council Member Sharman to approve FY22-10NCO Providing for the Amendment of Departmental Budgets FY22 (Introduced 12-13-2021)

Seconded by Council Member Mackovjak.

Council Comment: None

Voting Yea: Mayor Taylor, Vice Mayor Bishop, Council Member Vanderzanden, Council Member Lewis, Council Member Furr, Council Member Mackovjak, Council Member Sharman

Mayor Taylor called a recess at 8:03 PM.
Meeting reconvened at 8:09 PM.

UNFINISHED BUSINESS

No Unfinished Business.

NEW BUSINESS

9. CY22-01 Mask Wearing in City Facilities

Motion made by Council Member Furr to adopt CY22-01 Requiring protective face mask wearing inside enclosed city-owned buildings.

Seconded by Council Member Sharman.

Public Comment: None

Council Comment:

Council Member Vanderzanden

Council Member Mackovjak

Mayor Taylor

Voting Yea: Mayor Taylor, Vice Mayor Bishop, Council Member Lewis, Council Member Furr, Council Member Mackovjak, Council Member Sharman

Voting Nay: Council Member Vanderzanden

10. CY22-02 Certifying the Annual Certified Financial Statement of Revenues and Authorized Expenditures for the Year Ending June 30, 2021

Motion made by Council Member Mackovjak that the City of Gustavus, Alaska adopt CY22-02 Certifying the Annual Certified Financial Statement of Revenues and Authorized Expenditures for the Year Ending June 30, 2021.

Seconded by Mayor Taylor.

Public Comment: None

Council Comment: None

Voting Yea: Mayor Taylor, Vice Mayor Bishop, Council Member Vanderzanden, Council Member Lewis, Council Member Furr, Council Member Mackovjak, Council Member Sharman

11. CY22-03 Submission of Capital Projects and Information System (CAPSIS) to the Alaska Legislature

Motion made by Council Member Vanderzanden that we adopt CY22-03 Submission of Capital Projects and Information System (CAPSIS) to the Alaska Legislature.

Seconded by Council Member Lewis.

Public Comment: None

Council Comment: None

Voting Yea: Mayor Taylor, Vice Mayor Bishop, Council Member Vanderzanden, Council Member Lewis, Council Member Furr, Council Member Mackovjak, Council Member Sharman

12. Motion to Approve the City of Gustavus Facility Use Agreement for Commercial Users of the Marine Facilities.

Removed from the Agenda by Mayor Taylor.

13. QUASI-JUDICIAL MATTER City of Gustavus Waives the Right to File a Protest of the New Alcohol License Application for the Sunnyside Market License

Removed from the Agenda by Mayor Taylor.

CITY COUNCIL REPORTS

14. Mayor's Monthly Report

Mayor Taylor submitted a written report and provided a summary of the highlights.

CITY COUNCIL QUESTIONS AND COMMENTS

None

PUBLIC COMMENT ON NON-AGENDA ITEMS

None

EXECUTIVE SESSION

None

ADJOURNMENT

With no further business and hearing no objections, the meeting was adjourned at 8:58PM

Mike Taylor, Mayor

Date

Attest: Karen Platt CMC, City Clerk

Date

**CITY OF GUSTAVUS
CITY COUNCIL SPECIAL MEETING
JANUARY 24, 2022**

MINUTES - PENDING

ROLL CALL

PRESENT

Mayor Mike Taylor

Vice Mayor Kyle Bishop

Council Member Joe Vanderzanden

Council Member Tania Lewis

Council Member Bella Furr Council

Member Jim Mackovjak Council

Member Lewis Sharman

Reading of the City of Gustavus Vision Statement

The City of Gustavus Vision Statement was read by Council Member Bella Furr.

APPROVAL OF MINUTES

None

MAYOR'S REQUEST FOR AGENDA CHANGES

There were no agenda changes.

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

COMMITTEE / STAFF REPORTS

None

PUBLIC COMMENT ON NON-AGENDA ITEMS

CONSENT AGENDA

None

ORDINANCE FOR PUBLIC HEARING

1. FY22-11NCO Amending Departmental Budgets for FY22. (Introduced 1-17-2022)
Mayor Taylor opened the Public Hearing at 6:07 PM.
Public Testimony: None
Mayor Taylor closed the Public Hearing at 6:08 PM
Motion made by Vice Mayor Bishop to adopt FY22-11NCO Amending Departmental Budgets for FY22. (Introduced 1-17-2022)
Seconded by Council Member Mackovjak.
Council Comment: None
Voting Yea: Mayor Taylor, Vice Mayor Bishop, Council Member Vanderzanden, Council Member Lewis, Council Member Furr, Council Member Mackovjak, Council Member Sharman

UNFINISHED BUSINESS

None

NEW BUSINESS

Item #2.

2. CY22-04 A Resolution to Update and Establish Marine Facilities User Fees and Agreements

Motion made by Council Member Mackovjak to adopt A Resolution CY22-04 to Update and Establish Marine Facilities User Fees and Agreements.

Seconded by Council Member Lewis.

Public Comment:

David Olney

Council Comment:

Council Member Lewis

Council Member Vanderzanden

Voting Yea: Mayor Taylor, Vice Mayor Bishop, Council Member Vanderzanden, Council Member Lewis, Council Member Furr, Council Member Mackovjak, Council Member Sharman

3. Motion to Approve the City of Gustavus Facility Use Agreement for Commercial Users of the Marine Facilities.

Motion made by Council Member Mackovjak that we approve the Marine Facilities Commercial Use Agreement.

Seconded by Council Member Furr.

Public Comment: None

Council Comment: None

Voting Yea: Mayor Taylor, Vice Mayor Bishop, Council Member Vanderzanden, Council Member Lewis, Council Member Furr, Council Member Mackovjak, Council Member Sharman

4. QUASI-JUDICIAL Matter City of Gustavus Waives the Right to File a Protest of the Excursion Restaurant LLC Liquor License Renewal Application

There were no Council Member Conflicts of Interest or Ex Parte Communication to declare.

Applicant Representative, David Olney was present to provide some Bear Track Inn history and summary of the application renewal.

Mayor Taylor opened the Public Hearing at 6:33 PM.

Public Testimony: None

Mayor Taylor closed the Public Hearing at 6:33 PM

Motion made by Council Member Sharman that the City of Gustavus Waives the Right to File a Protest of the Excursion Restaurant LLC Liquor License Renewal Application

Item #2.

Seconded by Council Member Jim Mackovjak

Council Comment: None

Voting Yea: Mayor Taylor, Vice Mayor Bishop, Council Member Vanderzanden, Council Member Lewis, Council Member Furr, Council Member Mackovjak, Council Member Sharman

5. Capital Improvement Plan Procedure Overview (A Non-Action Item)
City Administrator, Tom Williams presented an overview of the Capital Improvement Plan Procedure.

CITY COUNCIL REPORTS

Mayor Taylor - Roads

CITY COUNCIL QUESTIONS AND COMMENTS

Council Member Sharman

PUBLIC COMMENT ON NON-AGENDA ITEMS

None

EXECUTIVE SESSION

None

ADJOURNMENT

With no further business and hearing no objections, the meeting was adjourned at 6:57PM

Mike Taylor, Mayor

Date

Attest: Karen Platt CMC, City Clerk

Date

CITY ADMINISTRATOR'S REPORT FEBRUARY WORK SESSION

CARES ACT GRANT OFFICIALLY CLOSED

We received notice from the Alaska Department of Commerce, Community, and Economic Development that our CARES Act grant has been officially closed with all expenditures paid and expended. A BIG thanks to our Treasurers Phoebe Vanselow and Eduarda Loggins for all of the hard work keeping our grant programs funded and our accounting accurate.

FEMA FUNDING UPDATE

The Mayor and I have been working on finalizing work on the FEMA reimbursement for expenses incurred as a result of the 2020 Flood Event. We have multiple projects within this effort and have been approved for \$35,937.64 for the Debris Removal project. We are within days of closing another project, and a couple of weeks before we close a third.

BUDGET DEVELOPMENT

The Mayor has approved a rough draft for individual Council member review with staff, please contact the Treasurer or myself for a day/time the week of February 14. Once the budget reviews are completed with interested Council members, final adjustments will be made, and a work session will be scheduled.

CIP DELAYED

I'm working out some details with the Mayor on the CIP. The CIP will be pushed to the March work session.

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.

1. Agency/Locality City of Gustavus	2. Division/Department Desk of the City Clerk	3. Person Completing Form Karen Platt CMC, City Clerk
4. Address, City, State & Zip P.O. Box 1, Gustavus, AK 99826	5a. Telephone Number 907-697-2451	5b. E-mail Address clerk@gustavus-ak.gov

6. Records to Be Destroyed

[illegible]

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.

7. MAYOR _____ DATE _____

8. CITY CLERK/TREASURER _____ DATE _____

9. RECORDS DESTRUCTION

AFFIRMED BY:	DATE

Sol Martinez

01/28/2022

Fee Forgiveness

Incident 21-030 was billed to Don Bryant in error. I am asking the council to forgive the bill as patient should not have been billed due to refusal of service.

Thank you for your consideration,

JJ!f;,:-.

Sol Martinez, Fire Chief

DRAFT GENERAL MEETING AGENDA/PACKET FOR REVIEW AT WORK SESSION

**CITY OF GUSTAVUS, ALASKA
RESOLUTION CY20-XX**

**A RESOLUTION BY THE CITY OF GUSTAVUS UPDATING THE POLICY AND PROCEDURES
FOR PUBLIC RECORDS MAINTENANCE**

WHEREAS, The City of Gustavus generates numerous documents, files, correspondences, e-mails, and memorialization's; and,

WHEREAS, The City of Gustavus last updated its Public Records Maintenance Policy and Procedure effective October 17, 2013; and,

WHEREAS, Gustavus Municipal Code 2.70.030 requires the Mayor to approve a records retention schedule that details the types of records that will be retained and the period of time for which they will be retained.

NOW THEREFORE BE IT RESOLVED, that the Gustavus City Council updates this Policy and Procedure for Public Records Maintenance which includes a Records Retention Schedule, a Conversation Record, a Request for Public Records and a Certificate of Records Destruction, attached to and made a part of this resolution.

PASSED and **APPROVED** by the Gustavus City Council this XXth day of _____, 2022, and effective upon adoption.

Mike Taylor, Mayor

Attest: Karen Platt CMC, City Clerk

City of Gustavus

Policy and Procedure for Public Records Management

Overview:

The City of Gustavus, during the course of conducting its everyday business, generates numerous documents, files, correspondences, e-mails, memorialization and the like. Some of these materials constitute an important public and historical record and should be retained, while others are of a more transitory nature and are of value only until they have served their immediate purpose. As a body, they represent a record of the activities of the City and provide a fundamental method for the public to understand, appreciate, challenge or otherwise interact with the process of governance.

It is the purpose of this Policy and Procedure to establish definitions of various categories of public records as they relate to the City of Gustavus, recommend methods for how they are created and stored, establish a set of rules on how the public can access them, and set forth a schedule and process whereby those records are retained and/or disposed of.

Definitions and General Rules:

What is the definition of 'public records'? State law answers the question 'what is a record?' for all municipal governments in Alaska in AS 40.25.100-.220. AS 40.25.220(3) defines them as "books, papers, files, accounts, writings, including drafts and memorialization of conversations, and other items, regardless of format or physical characteristics, that are developed or received by a public agency, or by a private contractor for a public agency, and that are preserved for their informational value or as evidence of the organization or operation of the public agency."

What would be considered a non-record? Documents or materials that do not set policy, establish guidelines or procedures, certify a transaction, become a receipt, or indicate the business process of the City. A non-record tends to be informational by nature, short-lived, with no historical significance, does not show evidence of the organization or operation, and does not need to be retained after it has served its purpose. Examples include:

- Routing requests for information or publication, which require no administrative action, policy, decision or special compilation or research, and copies of replies.
- Letters of transmittal that do not add any information to that contained in the transmitted material.
- Quasi-official notices including memoranda and other records that do not serve as the basis of official actions (i.e., holiday notices, meeting information, etc.)

Who has access to public records? As a general rule, "Unless specifically provided otherwise, the public records of all public agencies are open to inspection by the public under reasonable rules during regular office hours" See AS 40.25.110(a). This statute assumes that virtually all records are public and subject to inspection, with certain limited exceptions. And as the clause implies, it is up to the City of Gustavus to establish 'reasonable rules' for the public access to those records.

What is a records retention schedule? As any citizen might suppose, retaining the entire "storm of paper" that emanates from City Hall is an impossible task. It is incumbent upon the City of Gustavus to develop a records plan and retention

schedule to manage this situation.

When can a public record be withheld? A record may be withheld from public disclosure only if a legal exception that authorizes withholding access can be identified. Exceptions are set out in State statute or established through court decisions and generally pertain to issues of confidentiality. The burden of proof for withholding public access rests with the municipality.

What records are NOT subject to public inspection? Certain kinds of records are not subject to public inspection under AS 40.25.12.120(a) and decisions of the Alaska Supreme Court. The exceptions are:

- Confidential attorney-client records
- Records that come within the Alaska constitutional right to privacy
- Most personnel records
- Most records concerning conflict of interest and ethics investigations
- Records required to be kept confidential under City of Gustavus code. See 2.30.060(b)(2), 2.60.030, 4.14.070(g), and 6.01.050(a).
- Records required to be kept confidential by Federal or State law
- Records compiled for law enforcement purposed, under certain circumstances
- Retirement records
- Records that come within ‘deliberative process privilege’ (see below)

How is confidentiality protected? Except upon court order, confidential information shall be made available only to officials and employees of the City whose job responsibilities require such information. Confidential information shall be protected from disclosure by adequate physical, electronic, and procedural controls.

Does labeling a document “draft” make a difference? No. Draft documents are public records, as are final documents. See AS 40.25.220(3).

Does labeling a document “confidential” make a difference? Labeling a document “confidential” may make a difference because it clearly shows the intent of the author that the record should be kept confidential. However, a label alone does not make a record privileged.

What about e-mail? E-mail and other electronic documents and records are subject to the same rules of records management and public disclosure as traditional hard-copy files. It is important to recognize that public records apply to personal electronics such as phones and computers, as well as hard copies on personal notebooks.

What is the “deliberative process privilege”? The deliberative process privilege is a judicially recognized exception to disclosure. The Alaska Supreme Court (*Gwich’in v. State* [2000]; *Capital Info Group v. State* [1996]) ruled that “Public officials may assert [the deliberative process] privilege and withhold documents when public disclosure would deter the open exchange of opinions and recommendations between government officials. The privilege is intended to protect the executive’s decision-making process, its consultative functions, and the quality of its decisions.” The public’s right to know

and the government's interest in confidentiality require a "balancing test" between the interests, and, from a policy standpoint, the City of Gustavus communications that are exempt from public disclosure are only those listed in State statute or are matters taken by the City Council while in Executive Session.

Can a person involved in litigation against the City of Gustavus make a request for public records if the request pertains to the case? No. That person must instead use the rules of procedure applicable in a court or administrative proceeding.

I am a member of a committee, or the Council and I get an information packet at the start of each meeting. Do I need to retain all the items in that packet as a record? No. If a document is obviously a copy of a master document, or is stamped 'copy', there is no need to retain it. The City Clerk, or Committee Chair will retain master copies of such documents as records. However, if during the meeting you take notes on that document, the document then becomes influential in the decision-making process of the Council or Committee, and you should retain those notes and submit them as a record.

What does historical record mean? Many of these public records constitute historical documents that reflect important developments and trends in the public life of Gustavus, and as such should be retained for future reference. Any record listed for permanent retention on the schedule is considered an historical record. In addition, there are items generated throughout the course of events of City life that warrant retention as historical records, such as photographs, awards, or other mementos.

Hard-copy Documents

As a rule, the generation and management of hard-copy documents is detailed in the records retention schedule. Transitory documents – records that are created primarily for the informal communication of information – have the shortest retention life, whereas documents that reflect communications designed for the perpetuation or formalization of knowledge merit longer retention. Documents that lie at the foundation of City function and operation merit permanent retention. See the Records Retention Schedule for details (Appendix 1).

E-mail

Many e-mails are messages that contain pertinent information influencing the decision-making process or are the outcome of that decision making process and therefore constitute a public record and must be retained. City Council members, Committee members and City employees are responsible for retaining all e-mails generated in the conduct of City business through electronic mailbox folders corresponding to the Records Retention Schedule and shall file records into those folders. E-mails of a general informational nature that are sent to multiple addresses, that deal with simple matters such as setting up meeting dates or teleconferences, or are general public announcements, do not constitute records and can be discarded. General rules to follow for retaining e-mail messages include:

E-mails that constitute records are filed in their appropriate email folders.

If the e-mail deals with specific issues that might influence the character of an employee of the City of Gustavus or another committee member, OR, if the e-mail deals with impending legal action, sensitive financial information pertaining to the City of Gustavus, or sales or bed tax information pertaining to a business, it must be filed in a secure folder.

All files not deemed of a sensitive nature as described in the above paragraph are a public record and are available for public review via a link on the City of Gustavus website.

Procedures to follow for a public records request:

All requests for public records should be made to the City Clerk using the Request for Public Records Form (Appendix 3). If the request is made by e-mail, an electronic version of the form should be made available to the requesting party.

The response should be prompt but should not impact the normal work schedule of the City Clerk. If the response will require more than ten (10) business days, the City Clerk shall advise the requestor in writing of the need for additional time, and specify one or more of the following reasons: voluminous amount of records requested; need to search for and collect records from other offices; need to consult with someone else who is not present; request came at a time of peak workload; need to consult with City attorney.

The City Clerk, in the process of fulfilling a public records request, is not required to create any document that does not already exist.

The City Clerk is not required to organize public records in response to the request. The City Clerk is not required to manage or manipulate data, nor create new records, such as spreadsheets, in response to the request. The City Clerk may supply the requested records in either their original form (i.e., electronic or paper) or in a form specified by the requestor, at the City Clerk's discretion.

The requestor must describe the desired records in sufficient detail to enable the City Clerk to locate the records.

The City Clerk should ask for clarification or additional information if there is confusion or if the request is unclear. The City Clerk should make every reasonable effort to comply with the request but is not bound to spend more than one (1) hour total time searching for records.

All records requests pertaining to committees shall be administered by the City Clerk to assure compliance with policy. If committee members convey records to requesting parties without consulting with the City Clerk, this does not constitute a public records request.

The requesting party is responsible for covering the cost of duplication, as established in City of Gustavus resolution. If the City Clerk estimates an excess of one (1) hours' time to complete the records request, the Clerk shall advise the requestor, in writing of the estimated cost of request prior to initiating the work and inquire as to whether the requestor wants to narrow the request or proceed. The person's response should be in writing. E-mail is an acceptable use of correspondence.

If the production of records sought by a requestor in a calendar month exceeds one (1) person-hour, the city must require the requestor to pay the personnel costs prior to completion of the search and copy of the records.

If a record contains both disclosed (or non-sensitive) and non-disclosed (or sensitive) information, the non-disclosed information should be segregated and withheld by such means as redacting or blackening out the non-disclosed information, and the disclosed information provided.

If the request is denied in whole or in part, the City Clerk must explain in writing what

is not being provided and the legal basis for nondisclosure.

A denial, in whole or in part, may be appealed to the Alaska Superior Court.

Historical Records and Materials

Only some of the records that meet the criterion described above qualify as historical records, and not all materials that revolve around City activities constitute records, but there may be materials that are worthy of permanent retention.

Any item listed as 'permanent' on the Retention Schedule is considered a historical record and must be retained in perpetuity in the City's filing system.

Other historical materials worthy of being retained might include such items as photographs of City events, Council members or community members, memorabilia generated during community activities, old records left over from the activities of the Gustavus Community Association, or any such items that pertain to the history and development of the community of Gustavus. Judgment should err on the side of retention if there is any question.

Record Retention Schedule and Storage

Per municipal code 2.70.030, the Mayor shall approve a record retention schedule that details the types of records that will be retained and the period of time for which they will be retained, whether the period be days, years or permanently. When records are slated to be destroyed in accordance with the schedule, they will be catalogued on the Certificate of Record Destruction (Appendix 4). This form will be retained permanently and will serve as a voucher of all records destroyed according to the retention schedule.

Due to the limited storage available at the City Hall, records may be kept at another location to be determined by the Mayor and/or City Council. Permanent and records retained within the Records Retention Schedule shall be stored in a secured location off site.

City of Gustavus Records Retention Schedule

The purpose of the Gustavus Records Retention Schedule is to provide a timeframe for retention of City records; to assign responsibility and ownership of records; and to provide absolute guidance in the long-term maintenance and safekeeping of important City records. Research has been completed for each record series and the pertinent regulation or industry standard has been applied to establish retention.

Unless otherwise noted, all records in this schedule apply to all media types.

Definitions for Abbreviations:

Act	Active	Open, current or operational; under contract; term of office
AN	Administrative Need	Department Head may determine when the record has met its usefulness; minimum of 30 days
C	Current Year	Current calendar year (for retention purposes, fiscal year records are held through the end of that calendar year), or current calendar year including until superseded, expired or inactive
CFY	Current Fiscal Year	
E	Electronic Retention	
Ind	Indefinite	Retention cannot be determined in advance; to be reviewed at a later time.
L	Life	Life of Equipment or asset
NA	Not applicable	
P	Permanent	Retain Forever
T	Termination	Until termination of employee or volunteer; no longer active

Record Series	Subjects	Description	Data Owner	Retention	Location of File	Comments or Notes	Item #11.

A-1	Accounting-Permanent Records	Final approved budget, annual financial reports, audit reports, General ledger/journal, payroll policies & procedures, Liens.	Treasurer	P	Offsite for Permanent Storage	Offsite for Permanent Storage
A-2	Accounting – Budget Work Papers	Includes drafts, instructions, committee and staff worksheets, preliminary budgets, agency requests,	Treasurer	CFY+2 (3)	City Hall	
A-3	Accounting – Financial & Accounting Reports	Includes annual report prepared by clerk/treasurer	Treasurer	CFY+3 (4)	City Hall	
A-4	Accounting – Accounts Receivable/Payable	Purchase orders, invoices, check copies, deposit slips, wire transfers, transmittal of receipts, debt service payments, accounts receivable, daily cash receipts, paid bills and invoices	Treasurer	CFY+3 (4)	City Hall	Electronic register to be archived and kept off-site each year.
A-5	Accounting – Banking Records	Original Bank Statements and cancelled checks,	Treasurer	CFY+7 (8)	City Hall	
A-6	Travel	Travel advances, per diem, transportation fees for employees or council on official business	Treasurer	CFY+1 (2)	City Hall	
A-7	Accounting – Endowment Fund		Treasurer	P	Offsite for Permanent Storage	Prospectuses, shareholder reports and investment plans are not financial records.
A-8	Accounting – Bills of Sales	Official documentation of sales transactions between government agency and buyer	Treasurer	CFY+5 (6yr)	City Hall	
A-9	Reserved					
A-10	Accounting – Fixed Assets	Records related to Fixed Asset inventory, vehicle titles and registrations	Treasurer	L+1	City Hall	L=life of asset, or until State authorizes disposal of grant funded assets

Record Series	Subjects	Description	Data Owner	Retention	Location of File	Comments or Notes
A-11	Accounting – Payroll Register	Lists check numbers, employee name, net amount and financial coding, documents employee salary including payroll action forms (PAF) and IRS dates	Treasurer	T+10	City Hall	T=Termination of employee
A-12	Accounting – Payroll	Payroll journal, payroll deduction authorizations (reports and lists,) Employer W-2 Copy (Federal withholding tax statement), Payroll reports (FICA, Unemployment insurance, summary and detailed queries, stopped/reissued warrants, overtime and retirement reports, Electronic Federal Tax Payment Documentation, Internal Revenue Service Reports (1099R, 945)	Treasurer	CY+4 (5)	City Hall	
A-13	Accounting – Payroll	Employee Withholding Exemptions (W-4), Garnishment and Payroll Deduction – Court Orders and Notification of Pay Step Increases	Treasurer	CYF+14 (15)	City Hall	*Filed in Individual Personnel File HR-2
A-14	Reserved					
A-15	Accounting – Sales Tax	Payments for sales and fish box tax. Current and Closed sales tax accounts.	Treasurer	CFY+3 (4)	City Hall	
A-16	Accounting – Sales Tax Appeals	This includes both formal & informal	Clerk	P	City Hall	
A-17	Accounting – Grants	Grand administration files – State Grant Administration files, Federal (applications, copy of notification of grant award, agreement, special conditions, fiscal reports, closeout documents, audit reports and correspondence), Capital Improvement Projects	Treasurer	State: 6 years Federal: 3 years after completed audit CIP: 20 years after project closes	City Hall	State per AS 09-10-053 Grant requires retention of CIP files for 20 years after the project closes
A-18	Accounting – Grants	Grant Applications (<i>not awarded</i>)	Treasurer	CY+ (1)	City Hall	

Record Series	Subjects	Description	Data Owner	Retention	Location of File	Comments or Notes
Item #11.						
A-19	Surplus Property	Documents disposal of property declared to be excess or surplus	Treasurer	C+3	City Hall	C=Current
A-20	Insurance Policies & Endorsements	Insurance proposals, policies and endorsements, bonds, riders, financial coding, and billing information	Treasurer	C+50	City Hall	C=Current
A-21	Accounting – Medical	Worker's Compensation, On-the-job injury, lost time	Treasurer	C+40	City Hall	C=until case is inactive
A-22	Accounting – Accident Reports (personal)	Incident/accident reports, medical evaluations, time loss documentation	Treasurer	C+6 (7)	City Hall	
A-23	Accounting – Accident Reports (vehicle)	Vehicle accident reports, certification of insurance, inspection reports, maintenance reports, liability accident notices	Treasurer	L+3	City Hall	
A-24	CIP Request File	All documents relating to each fiscal year's requests. See A-17	Treasurer	CFY+9 (10)	City Hall	
A-25	Permits, Registrations	Copy or paper record of any application documentation	Treasurer /Clerk	C+3 (4)	City Hall	Clerk=Civil Works, Vessel, Salmon River Park, Liquor License Treasurer=Re-Sellers Cert, Business Permit, Long Term Storage
A-26	Sales Tax Appeals; Small Claims	Records related to the monitoring, collecting, and writing off of bad debts. Includes authorizations, supporting details of uncollectible accounts	Treasurer	C+6	City Hall	C=until case is inactive
A-27	Accounting – General	Accounting records not previously covered	Treasurer	5	City Hall	
AD-1	General Administration	Includes general correspondence, reading files, reports, studies, plans and copies of documents used for administrative purposes	Department Heads	AN	City Hall	Until met / review for retention value prior to destruction
AD-2	Non record	Items that do not reflect the position or business of the City of Gustavus; may include unsolicited received messages (spam), periodicals, superseded templates, duplicates of records retained elsewhere	Department Heads	NA	City Hall	May destroy immediately
AD-3	Transitory Information	Non-administrative records of temporary usefulness which are not covered by any other records series; may include routine communications, preliminary drafts, outgoing messages, routing slips	Department Heads	AN	City Hall	

Record Series	Subjects	Description	Data Owner	Retention	Location of File	Comments or Notes
Item #11.						
AD-4	Policies and Procedures	City and Committee Routine policies and procedures	Clerk	C+3	City Hall	C=until superseded or obsolete
AD-5	Asset Management	Maintenance Records, manuals, warranties	Clerk	AN	City Hall	
AD-6	Administrative IT	Records relating to computer system, including program/system documentation, wiring, software licenses, disaster recovery, inventory, web page data	Clerk	AN	City Hall	
AD-7	Reference Files	Reference materials used for administrative purposes	Department Heads	AN	City Hall	
AD-8	Historical Files	Departmental written histories, newspaper articles, photographs, speeds, maps	Clerk	P	City Hall	
AD-9	Strategic Plan	Documents relating to formation of Strategic Plan and amendments to original	Clerk	P	City Hall	When replaced, old versions are retained as historical records.
AD-10	Record Retention Schedule	This Schedule	Clerk	P	City Hall	P=if revised, new schedule replaces old and old is retained for 7 yrs.
AD-11	Certificates of Record Destruction		Clerk	P	City Hall	
AD-12	Cooperative Agreements with State or NPS	All agreements between City and State, NPS or Federal Government	Clerk	P	City Hall	
AD-13	Engineering Drawings, street maps, city-owned architectural drawings, blueprints, as-built drawings	Includes 2012 maps created by Alaska DCCED for City of Gustavus	Clerk	P	City Hall	
AD-14	Consultant Reports	Architect, engineer, surveying reports	Clerk	P	City Hall	*Retain in-office if project is on-going and until project is concluded.
AD-15	Water Quality Reports	Reports conducted by outside entity	Clerk	P	City Hall	

Record Series	Subjects	Description	Data Owner	Retention	Location of File	Comments or Notes	Item #11.
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C-1	Annexation Records	Annexation Files – Passed Annexation Files – Failed	Clerk	P 5	City Hall		
C-2	Incorporation Records	Incorporation Records, Borough Formation Records	Clerk	P	City Hall		
C-3	Council Non-Permanent Records	General correspondence regarding Mayor and Council business and dealings with public and legislative bodies; Meeting packet items, ABC Board Files (ABC Applications), Applications for Game of Skill and Chance, Clerk read files. General Correspondence Files. Original incoming and outgoing letters and memoranda related to the general admin and operation of the city. Consists of departmental, legislative, professional association, and public	Clerk	3	City Hall		
C-4	Council Permanent Records	Minutes of Council, Adopted Resolutions; Adopted Ordinances, including original paper code book and Affidavits of Publication of Ordinances; Oaths of Office for elected and appointed officials; Resignations; Official Municipal Seal	Clerk	P	City Hall	Scan and retain in hard drive off-site or Cloud	
C-5	Election – Permanent	Certification Election Results and Canvass Board Returns (retained in the Official Minutes Book), DOJ Preclearance records, Voting district descriptions, maps & street books	Clerk	P	City Hall		
C-6	Elections – General	Initiative, Referendum, and Recall files, Declarations of Candidacy, Election registers & tally books, Recount of petitions, Declarations for Candidacy, Candidate withdrawals, Election officials' records	Clerk	6	City Hall		
C-7	Elections* – Ballots	Voted Ballots (Completed, Challenged, Rejected, Absentee, Faxed & Special Needs). Ballot stubs, absentee and question envelopes, absentee official records. Election contest/runoff information.	Clerk	1	City Hall	*Includes Special Elections	
C-8A	Legal Petitions	Legal Petitions filed by groups or individuals to request governing body action.	Clerk	8	City Hall	Clerk must certify that petition was legally filed.	
C-8B	Informal Petitions	Informal lists of signatures submitted to the clerk to request assembly action.	Clerk	3	City Hall		
C-9	Reserved						
C-10	Resolution/Ordinance Backup	All Back-up leading to the adoption of Ordinances and/or Resolutions	Clerk	Ind	City Hall		

Record Series	Subjects	Description	Data Owner	Retention	Location of File	Comments or Notes
						Item #11.

C-11	Reserved					
C-12	Council Meeting Documentation	Agendas*, Action Agendas*, Audio and video recordings, Council Packet	Clerk	7	City Hall	
C-13	Conflict of Interest	Conflict of Interest Statements	Clerk	4	City Hall	
C-14	Failed Resolutions, Policies, Referendums and Ordinances		Clerk	10	City Hall	
C-15	Required Public Notices	Council Meeting Notices*; elected and appointed official vacancies, regular and special elections	Clerk	7	City Hall	
C-16	Census Records	Series of documents population estimates including resident data	Clerk	10	City Hall	
C-17	Public Records Request	Includes written request for public records, log includes date of request, name of requester and other related information	Clerk	2	City Hall	
C-18	Contract Administration, Contracts, Construction Project Files	Notification of award, original contract, and amendments or renewals, special conditions, fiscal reports, payment logs, progress reports and correspondence. Contracts for leased space. Records related to obligations under contracts, leases and other agreements between the City and outside parties	Treasurer	L+6	City Hall	L=Life of Contract
C-19	Liquor License Endorsement or Protest	Record of yearly liquor license renewal. Record of council protest to renewal or application	Clerk	6	City Hall	
C-20	Committee Files	Organizational Charts, Committee Applications for Seats, Committee Files*	Clerk	5	City Hall	Retain longer if involved in litigation
C-21	Clerk-General	Clerk records not previously covered	Clerk	6	City Hall	

Record Series	Subjects	Description	Data Owner	Retention	Location of File	Comments or Notes
						Item #11.
E-1	Data Processing & Electronic Data Processing Media	Office copies of magnetic cards/tapes/diskettes, CE's or other media used for communicating with data processing equipment or as preliminary input, temporary storage, output control which serves as an intermediate means for the production of printouts, or online data	Clerk	8	City Hall	
E-2	Transitory & Miscellaneous Administrative Information	Messages which do not set policy, establish guidelines or procedures, certify a transaction, or become a receipt. May include unsolicited received messages (spam), periodicals, superseded templates, appointments, calendars, schedules duplicates of records retained elsewhere	Clerk	AN	City Hall	Until Administrative need is met
E-3	Subject Files	Correspondence, reports, and information related to the functional department of the municipality and which document events, projects, activities and issues.	Clerk	7	City Hall	At 7 years these should be reviewed for archival value.
E-4	Reading Files	Copies of incoming and outgoing letters and memoranda.	Clerk	3	City Hall	
E-5	Reserved					
E-7	Clerk Email Messages	If subject to multiple records retention requirements, it must be archived for the longest applicable period.	Clerk	5	City Hall	At 7 years these should be reviewed for archival value.
E-8	Mayoral and City Council Email Messages	Messages sent or received by Mayor and/or City Council using city-issued computers	Clerk	5	City Hall	

Record Series	Subjects	Description	Data Owner	Retention	Location of File	Comments or Not	Item #11.
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F-2	EMS Incident Reports	Reports of any incident that involved Emergency Medical Services	Fire Chief	10	Fire Hall		
F-3	Fire Inspection/Compliance	Series that documents fire safety inspection	Fire Chief	3	Fire Hall		
F-4	Reserved						
F-5	Violation/Complaint Files	Record of violations and complaints relating to Fire Safety Code	Fire Chief	C+3	Fire Hall	C=until resolution of complaint	
F-6	Fire & Rescue Response Dispatch	SD card recording of incoming calls and outgoing dispatch	Fire Chief	30 days	Fire Hall		
F-7	Fire & Rescue Response Dispatch Logs	Record of incoming calls received by the Department.	Fire Chief	3	Fire Hall		
F-8	Fire & EMS Training Files	Consists of correspondence, course descriptions, training dates & exam results	Fire Chief	T+6	Fire Hall	T=until termination of employee or volunteer no longer active	
F-9	Fire Prevention Education Programs	Multimedia materials used in fire prevention education	Fire Chief	C	Fire Hall	C=until superseded/ obsolete or administrative need is met	
F-10	Fires & Rescue Response Records	Fire and Rescue Logs	Fire Chief	1	Fire Hall		
F-11	Alarms Records	Alarms Records: of alarm response tests conducted on all circuit and location alarm boxes	Fire Chief	L	Fire Hall	L=life of system	
F-12	Equipment Inspection Records	Records of inspections for vehicles, mechanical systems, pump test logs hoses, ladders (ground and aerial), mask service information (model, serial number, purchase date, type, cubic feet of tank and service record)	Fire Chief	3	Fire Hall		
F-13	Reserved						
F-14	Apparatus Accident Files	Department record of accidents involving municipal fire/rescue vehicles. May include Trooper reports	Fire Chief	3	Fire Hall	*Retain longer if involved in litigation	
F-15	Reserved						
F-16	Fire & EMS General	Fire & EMS records not previously covered	Fire Chief	6	Fire Hall		

Record Series	Subjects	Description	Data Owner	Retention	Location of File	Comments or Notes
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Item #11.

HR-1	Human Resources – Organization Charts/Salary Schedule	Organization Charts, Salary Schedules	Treasurer	C	City Hall	C=until superseded/ obsolete or admin. need is met.
HR-2	Human Resources – Employee training	Timesheets; Official Employment History (applications; resume; personnel actions regarding hire; termination and promotion; performance appraisals; employee testing; training certificates; driving history). Employee withholding exemptions (W-4), Employee gross earning; deductions and net pay, Garnish & Payroll deduction court orders; Notification of pay step increases; Retirement Participation, Health...	Treasurer	CYF+14 (15)	City Hall	Timesheets may be destroyed after 3 years if associated data is recorded elsewhere.
HR-3	Human Resources – Job Descriptions/Class Specifications	Description of specific duties for each position, job qualifications & skills	Treasurer	C or T	City Hall	C=until superseded/ T = Termination
HR-4	Human Resources- Grievance Case Files	Grievances filed by employees against departments, grievance forms, investigative notes, reports, correspondence, and related backup	Treasurer	6	City Hall	Until resolved
HR-5	Human Resources – General	Human Resources records not previously covered	Treasurer	6	City Hall	
HR-6	Human Resources – Recruitment, Applications for Employment (not Hired)	Applications for Employment (<i>not hired</i>)	Treasurer	CY+1 (2)	City Hall	

Record Series	Subjects	Description	Data Owner	Retention	Location of File	Comments or Notes
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Item #11.

L-1	Circulation Records	Items borrowed	Librarian	Active + 3	Library	Until superseded/ Obsolete or admin. Need is met.
L-2	Circulation Statistical Reports	Statistics of circulation	Librarian	P	Library	
L-3	Accession Records	Items added to the collection	Librarian	Active	Library	Until obsolete
L-4	Discard Statistics	Items withdrawn from the collection	Librarian	Active	Library	Until obsolete
L-5	Policies and Procedures	Implemented general policies	Librarian	P	Library	Updated periodically
L-6	Grant Files	Proposals and reports	Librarian	P	Library	
L-7	Vertical Files	Reference files on local history	Librarian	P	Library	Local History
L-8	Automated System	Backup on local system	Librarian	P	Library	ResourceMate database
L-9	Patron Registration Records	Application for borrowing privileges	Librarian	Active	Library	Until obsolete
L-10	Interlibrary Loan Records	Requests for items from other libraries	Librarian	1	Library	
L-11	Overdue notices & fines	Notice to patrons concerning overdues	Librarian	Active	Library	Until obsolete
L-12	Incident Reports	Incidents/accidents reported to staff	Librarian	5	Library	Unless litigated
L-13	Endowment Records	Donation/contribution bequests	Librarian	P	Library	
L-14	Library Equipment Records	Guarantees, warranties Includes correspondence related to failed or non-functioning equipment	Librarian	Active	Library	*or until equipment is replaced

Record Series	Subjects	Description	Data Owner	Retention	Location of File	Comments or Notes
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LAW-1	Municipal Attorney Opinions	Official interpretations regarding questions of legal rights or liabilities affecting operating departments	Clerk	P	City Hall	
LAW-2	Litigation	Records related to action in civil and criminal cases and investigations, including briefs, pleadings, evidence, reports, court proceedings, correspondence. Final Claims or Litigation Documents	Clerk	C+6	City Hall	C-until case is closed
LAW-3	Law-General	Correspondence and reports related to the legal review of city functions	Clerk	6	City Hall	

Record Series	Subjects	Description	Data Owner	Retention	Location of File	Comments or Notes
MF-1	Marine Facilities Files	Documents relating to Marine Facilities, warnings, citations etc.	MFC	3	City Hall	
MF-2	MF Maintenance Logs	Records are maintained by the MFC and contain information regarding building and repairs of Marine Facilities	MFC	3	City Hall	
MF-3	MF Correspondence	Correspondence and reports related to the legal review of city functions	MFC	1	City Hall	

Record Series	Subjects	Description	Data Owner	Retention	Location of File	Comments or Notes	Item #11.
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PL-1	Land Management – General	Land Classification Case/Management; files relation to acquisitions, sales, leases, management agreements, letters of entry, timber sales, resource sales	Clerk	10	Treasurer		
PL-2	Conditional, Variance, Temporary Use Permits, ROW vacations, or other activities requiring public hearing	Land Use Permits that require a hearing and approval by the Council	Clerk	P	Treasurer		
PL-5	Deeds & Leases to Municipality Real Property	Deeds to city real property, Deeds, Patents, Quitclaims, Easements, Right-of-Way, and Leases to City property	Finance or Clerk	P	Treasurer		

Record Series	Subjects	Description	Data Owner	Retention	Location of File	Comments or Notes	Item #11.
PW-1	Procurement Files	Purchase of goods and services which may include bid specifications, requests for proposal, price quotations, bid abstracts, purchase orders/requisitions, correspondence.	Treasurer	FY+3	Treasurer	FY=Year of Purchase. Refer to PW-4 if formal contract is required.	
PW-2	Engineer's Drawings	Maps, plats, block, and street maps	Clerk	P	Treasurer	See AD-13	
PW-3	Projects-General	Project files not previously covered	City Administrator	6	Treasurer		
PW-4	Contracts	Notifications of award, contract negotiations, original signed contracts, and amendments, change orders or renewals, special conditions, fiscal reports, payment logs, progress reports, correspondence, and financial support records including work papers, spreadsheets, summaries, and other data reflecting the expenditure of grant funds, contract insurance and bonds.	Treasurer	L+6	Treasurer	L=Life of Contract	

Record Series	Subjects	Description	Data Owner	Retention	Location of File	Comments or Notes
R-1	Road Names		Clerk	P	Clerk	
R-2	Snow Removal Road Maintenance	Records relating to snowplow routes and activity and road maintenance. May include logs, correspondence and other documents related to snow removal	Clerk	C	Treasurer	C = Until superseded/obsolete or administrative need is met.
R-3	Road / Bridge inspections		Clerk	6	Clerk	
R-4	Civil Works Permit		Clerk	4	Clerk	

Item #11.

Name of Person(s) contacted or in contact with you	Organization

[illegible]

NAME OF PERSON DOCUMENTING CONVERSATION			SIGNATURE		DATE
ACTION TAKEN:					
SIGNATURE			SIGNATURE		DATE
ROUTING:	MAYOR	COMMITTEE CHAIR	COUNCIL MEMBER	COUNCIL	COMMITTEE

CITY OF GUSTAVUS REQUEST FOR PUBLIC RECORDS

It is the policy of the City to provide access to public records and information so that the right of the people to remain informed is protected. Public records are open for inspection during regular business hours.

All requests for City records shall be made in writing to the Office of the City Clerk/Treasurer. Use the City of Gustavus Public Records Request form when making a request for public record. The requester is required to sign the certification of Non-litigation Affiliation before the request will be processed.

The City of Gustavus will respond to a public records request in a prompt manner consistent with both legal restrictions and the City's obligation to the public. It is the intent that a public record request will be filled within 10-business days, or as soon as possible given the current workload.

Some records of the City are exempt from public disclosure because they are declared privileged or confidential.

If the production of records for one requestor in a calendar month exceeds five staff hours, the requester shall pay the personnel costs required during the month to complete the search and duplication of the record requested.

There will be a copy charge for items requested in the amount of .25/page. A double/sided copy is charged as two copies. If pages and/or documents are combined within a document such as a PDF, the charge will be based on the number of pages within the document.

Requestor

City Clerk

Date

Date

PUBLIC RECORDS REQUEST

Name of Requestor: _____ Date of Request: _____

Organization or Company: _____

Mailing Address _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Fax: _____

Please describe below, in detail, the information or documents you are requesting. Please be as specific as possible. I request to inspect or receive copies of the following documents or files:

☐ Hold for Pick-up ☐ Mail ☐ Fax ☐ E-mail

ACKNOWLEDGEMENT OF PAYMENT

I understand I will be charged a fee for each page that I am requesting to be copied, faxed, emailed, or mailed and that if the production of records sought by a requestor in a calendar month exceeds one (1) person-hour, the City must require the requestor to pay the personnel costs above that one (1) person-hour prior to completion of the search and copy of the records.

I further understand that the City will attempt to respond to the request within 10-business days after receiving my request, or longer if workload precludes a response within 10 days. I further understand that this request is available for public review and will be kept on file in accordance with City records policy.

CERTIFICATE OF NON-LITIGATION AFFILIATION

I hereby certify that: I am not involved in litigation with the City of Gustavus or another public agency to which the requested record is relevant, and I am not acting on behalf of or otherwise representing any person who is involved in litigation with the City of Gustavus or another public agency to which the

Printed Name _____

Signature _____

Date _____

City Use Only

City Staff Use: Date Due: _____ Extension: No Yes Due: _____ Date Filled: _____

Research hours: _____ By: Pick-Up Mail Fax E-mail Initial _____

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

1. Agency/Locality City of Gustavus	2. Division/Department Desk of the Deputy City Clerk	3. Person Completing Form Karen Platt Deputy City Clerk
4. Address, City, State & Zip P.O. Box 1, Gustavus, Alaska 99826	5a. Telephone Number & Extension (907)697-2451	5b. E-mail Address 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

DESTRUCTION APPROVALS

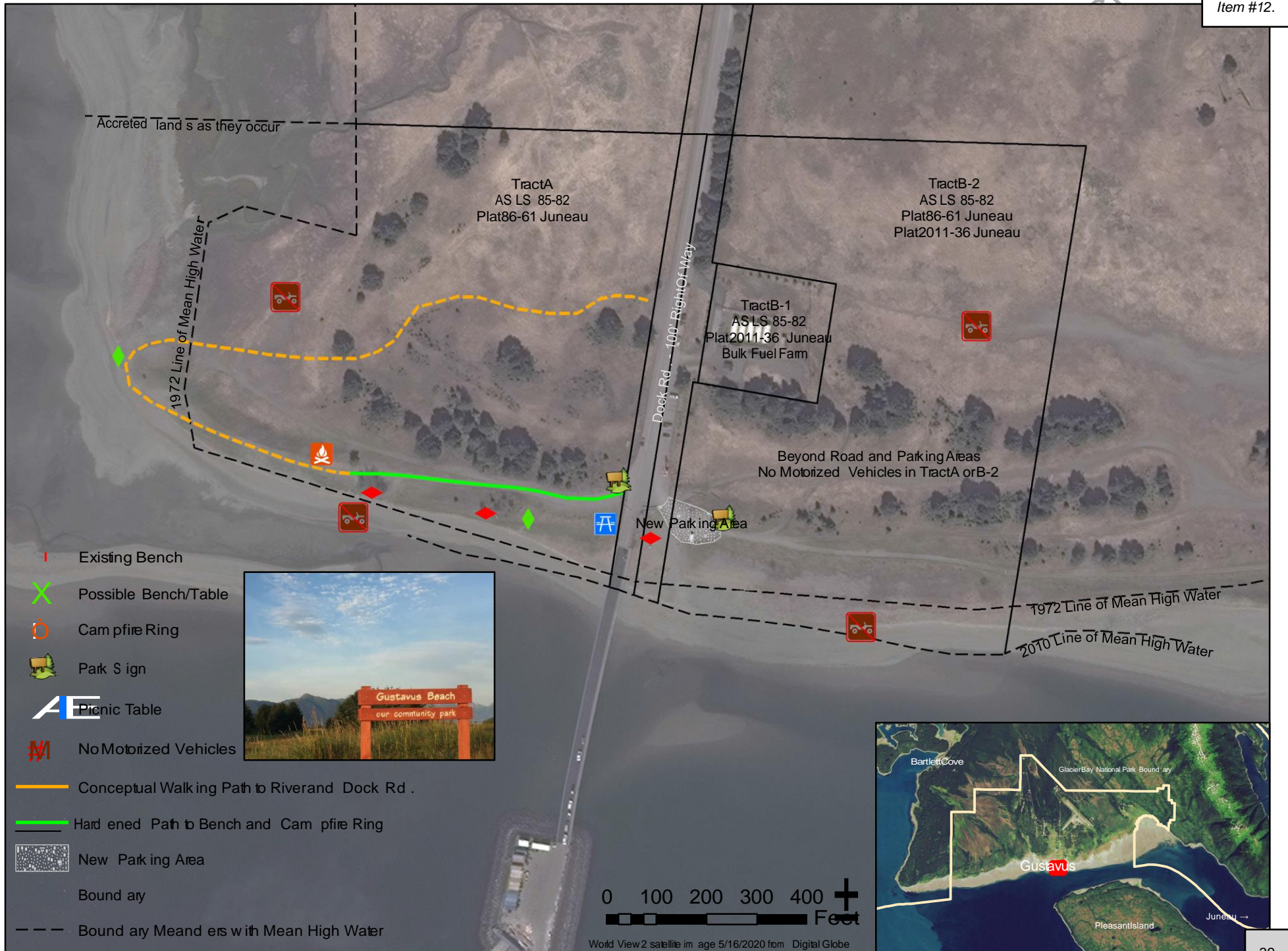
Note: Public records may not be destroyed without receiving prior authorization from the Mayor and/or City Council.

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.

7. **MAYOR** _____ **DATE** _____

8. **CITY CLERK/TREASURER** _____ **DATE** _____

9. **RECORDS DESTRUCTION**
AFFIRMED BY: _____ **DATE** _____



COOPERATIVE RESOURCE MANAGEMENT AGREEMENT

between

THE CITY OF GUSTAVUS

and

STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF MINING, LAND AND WATER

ADL 108940

GUSTAVUS BEACH TRACTS

This Agreement is made and entered by and between the State of Alaska, Department of Natural Resources, Division of Mining, Land and Water, whose address is 400 Willoughby Avenue, P.O. Box 111020, Juneau, AK 99801-1020 (hereinafter referred to as "the State") and the City of Gustavus, P.O. Box 1, Gustavus AK 99826 (hereinafter referred to as "the City").

The City does hereby agree to this Cooperative Resource Management Agreement (hereinafter referred to as "the Agreement") in accordance with the following terms and conditions.

I. PURPOSE

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, human and dog waste, and broken glass; and,

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

WHEREAS, vehicles have caused and continue to cause damage to the sand berms and vegetation on adjacent private 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, management of the beach area by the City will facilitate responsible use of this resource;

NOW, THEREFORE, the State and the City enter into the Agreement described herein.

II. AUTHORITY

This Agreement is entered into under the authority of AS 38.05.027. In signing this Agreement, the Director of the Division of Mining, Land and Water finds that it is in the State's best interest to enter into this Agreement.

III. LEGAL DESCRIPTION¹

Tract A:

A parcel of land located within Township 40 South, Range 59 East, Copper River Meridian, Section 19, located to the west of the centerline of the existing dock road, and containing 16.26 acres, more or less.

Tract B:

A parcel of land located within Township 40 South, Range 59 East, Copper River Meridian, Section 19, and located east of the centerline of the existing dock road, and containing 16.19 acres, more or less.

IV. MANAGEMENT INTENT

To provide for management of Tracts A and B for the purpose of facilitating recreational uses consistent with the United States District Court Judgment Quieting Title, No. J-76-9 CIVIL, while preventing resource damage, unsanitary and unsightly conditions, and potential public safety problems on the property.

V. CITY RESPONSIBILITIES

- a) The City, itself or through the authorization of third parties agreements or contracts, may construct a parking area, install traffic barriers, construct recreational facilities such as trails or shelters, and may conduct work to restore the natural habitat. This may include cleanup, restoration and minor relocation of surface material necessary for the construction of improvements. However, the City may not permit any unlawful occupation, business, or trade to be conducted, nor may it engage in or authorize activity that would contravene the covenants or J-76-9 CIVIL.
- b) The City, its agents or employees, including contractors, subcontractors, licensees, or invitees, shall be liable for any damage to the underlying land resulting from activities occurring as a result of any City-approved third-

¹ For a more detailed legal description of both Tracts A and B, see United States District Court Judgment Quieting Title, No. J-76-9 CIVIL, included as Attachment A.

party actions.

- c) The City shall ensure that all agreements, licenses, and other permits necessary to the performance under this Agreement are acquired and maintained in good standing.
- d) The City shall submit to the State a report of all third-party agreements, licenses and other permits issued by the City under the authority of this Agreement on a quarterly basis for the duration of the Agreement.
- e) The City shall include, on any third-party authorizations, stipulations designed to prevent site and water contamination from hazardous or potentially hazardous materials, and may require performance bonds in an amount commensurate with the scope and intensity of site use, including site cleanup.
- f) The City assumes all responsibility, risk and liability for its future activities and those of its agents, employees, contractors, subcontractors, licensees, or invitees directly or indirectly related to this Agreement, including environmental and hazardous substance risk and liability, whether accruing during or after the term of the Agreement. The City shall defend, indemnify, and hold harmless the State of Alaska, its agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatever kind or nature, including all attorney's fees and litigation costs, arising out of, in connection with, or incident to any act or omission under this Agreement by the City, its agents or employees, contractors, subcontractors, licensees, or invitees, unless the sole proximate cause of the injury or damage is the negligence or willful misconduct of the State or a person acting on the State's behalf. Within 15 days, City shall accept any such cause, action or proceeding upon tender by the State. This indemnification shall survive the termination of this Agreement and shall hold the State harmless for any unsafe or hazardous conditions occurring on State land interests defined in this Agreement with the City.
- g) All actions taken by the City under this Agreement shall comply with applicable statutes, ordinances, rules, regulations and the provisions of this Agreement.
- h) Any use or development by the City, its agents or employees, including contractors, subcontractors, licensees, or invitees, under this Agreement must be consistent with the development plan approved by the State. Before any change in use or development occurs, including starting new operations, making any additional improvement or constructing any new structures, the City must propose revisions to the approved plan of operation and development and the revised plan must be approved in

writing by the State.

- i) The City shall properly locate all activities and improvements and may not commit waste of the parcel. The City shall maintain the land and improvements in a reasonably neat and clean condition, and shall take all necessary precautions to prevent erosion, unacceptable deterioration, or destruction of the land or improvements.
- j) The City, and its agents or employees, including contractors, subcontractors, licensees, or invitees, shall remain in continuous compliance with all applicable federal and state laws, regulations, rules and orders, and with all of the conditions of this Agreement.
- k) Obtaining this Agreement does not fulfill the City's obligation to obtain any and all other authorizations that may be required by other state, federal, or local agencies.
- l) Construction of improvements and facilities described in this Agreement will be the responsibility of the City. The City will be responsible for coordinating construction activities with the appropriate state agency, including the Alaska Department of Transportation and Public Facilities the Alaska Department of Fish and Game.
- m) The City, its agents or employees, including contractors, subcontractors, licensees, or invitees, may use dead and down timber, but shall not cut standing timber on the premises unless specifically authorized by the DNR Division of Forestry. Brush clearing is allowed only to the extent necessary for authorized uses.
- n) The City, its agents or employees, including contractors, subcontractors, licensees, or invitee, shall take all reasonable precautions to prevent and suppress forest, brush, and grass fires and assumes full Liability for any damage to State land resulting from the negligent use of tire. The State is not liable for damage to City's personal property and is not responsible for protection of City's activity from fire.
- o) All solid waste and debris generated from authorized activities shall be stored and disposed of in accordance with the requirements of the Alaska Department of Environmental Conservation (DEC). Any disposal of wastewater to State lands or waters is specifically prohibited unless approved by DEC.
- p) The City, its agents or employees, including contractors, subcontractors, licensees, or invitees, may not dispose of hazardous waste on this site. All hazardous waste shall be removed and disposed of in accordance with DEC requirements.

- q) The use and storage of hazardous substances by the City, its agents or employees, including contractors, subcontractors, licensees, or invitees, must be done in accordance with all applicable state, federal, and local laws, statutes, and regulations. Hazardous substances must be removed from the site and managed in accordance with applicable state and federal law. Soil and other debris that is contaminated with used motor oil, solvents, or other chemicals may be classified as a hazardous substance and must be removed from the site and managed and disposed of in accordance with state and federal law.
- r) Fuel storage containers with a total combined capacity greater than 55 gallons shall not be placed within 100 feet of the ordinary high water mark of any water body. Containers that exceed a total combined capacity of 110 gallons must be stored within an impervious diked area or portable containment structure capable of storing 110 percent of the capacity of the largest single container. All fuel storage containers must be clearly marked with the contents and the City's name. Drip pans and absorbent pads must be available to contain and to clean up spills resulting from any transfer or handling of fuel. All fuel storage containers and associated materials must be removed prior to the expiration date of this Agreement.
- s) The City, its agents or employees, including contractors, subcontractors, licensees, or invitees, shall immediately notify DEC of any unauthorized discharge of oil or hazardous substances. Notification must be made to the DEC Area Response Team during work hours in Juneau, Alaska, at (907) 465-5340, or by fax at (907) 465-2237, or outside normal business hours at (800) 478-9300.
- t) In accordance with the Alaska Historic Preservation Act, the City, its agents or employees, including contractors, subcontractors, licensees, or invitees, shall consult with the Alaska Heritage Resources Survey, (907) 269-8721, to ensure that known historic, archaeological or paleontological sites are avoided. The Alaska Historic Preservation Act (AS 41.35.200) prohibits the appropriation, excavation, removal, injury, or destruction of any State owned historic, prehistoric (paleontological) or archaeological site without an agreement from the DNR Commissioner. If any such site is discovered during the course of developing the site, the City shall cease any activity that may damage the site and immediately notify the Office of History and Archaeology, DNR Division of Parks and Outdoor Recreation, at (907) 269-8721.
- u) The City is responsible for ensuring that all activities undertaken pursuant to this Agreement are consistent with the covenants enumerated in United States District Court Judgment Quieting Title, No. J-76-9 CIVIL, included as Attachment A.

- v) The City is responsible for obtaining written, notarized approval from the adjacent landowners, Ben DeBoer and Donna DeBoer, of their agreement with the City's development plan for Tracts A and B, included as Attachment C.

VI. STATE RESPONSIBILITIES

- a) The State will not create or approve any additional third-party interest in the lands covered by this Agreement without first consulting with the City. The State shall give the City a minimum of 30 days to review and comment on any such proposals, and shall take all steps necessary to ensure that land management objectives for programs remaining under the State's jurisdiction do not conflict with the City's management of the recreational uses of this land.
- b) The State shall work in cooperation with the City, user groups, community members and local landowners to facilitate the City's goals for this facility as described in the Development and Operation Plan, included as Attachment C.

VII. SHARED RESPONSIBILITIES:

- a) If any changes to the management of the beach area are proposed, both the City and the State shall agree in writing to any changes before they become effective. In the event that the parties agree in writing to any changes, a new comprehensive Cooperative Resource Management Agreement shall be signed by the parties so that all the terms and conditions of the new agreement is memorialized in one document.
- b) The City and State shall meet as needed to discuss planning and management issues associated with this Agreement.

VIII. GENERAL PROVISIONS:

- a) This Agreement conveys no property interest from the State to the City. Ownership of the land described herein remains with the State of Alaska.
- b) This Agreement is subject to the Public Trust Doctrine, which guarantees public access and the public right to use navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. Pursuant to Alaska Statute 38.05.1 27 and the Alaska Administrative Code, 11 AAC 51 .045, all navigable water adjacent to Tracts A and B, which includes the Salmon River to the west and Icy Passage to the south, shall have a continuous access easement extending

50 feet upland from mean high water. The State reserves the right to grant other interests consistent with the Public Trust Doctrine.

- c) Each person executing this Agreement purporting to bind a particular entity warrants that he or she has the authority to do so.
- d) This Agreement is intended to be consistent with the State's obligations in United States District Court Judgment Quieting Title, No. J-76-9 CIVIL, included as Attachment A, and to implement the covenants of that Judgment.

IX. TERM

This Agreement is entered into for a term of 20 years, and may be renewed with the written approval of both parties.

X. AMENDMENT

Amendments to this Agreement may be proposed in writing by the State or the City at any time. Changes to the original agreement will become effective immediately upon the written approval of both the State and City.

XI. NOTICES



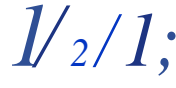
Notice required under this agreement shall be sent to the following addresses for the respective parties:

City: Mayor
City of Gustavus
P.O. Box 1
Gustavus, Alaska 99826

State: Southeast Regional Manager
Division of Mining, Land and Water
Alaska Department of Natural Resources
400 Willoughby Avenue, Suite 400
P.O. Box 111020
Juneau, Alaska 99801-1020

XII. ADOPTION

This Agreement shall be effective from the date of signature of both parties. This Agreement has been reviewed, agreed to, and executed by the following parties:

  
 Mr. J. R. Parsons, 11/2/14; Date
 Division of Mining, Land, and Water
 Department of Natural Resources


 Mayor
 City of Gustavus


 Date

XIII. ATTACHMENTS

Attachment A - United States District Court Judgment Quieting Title, No. J-76-9
 CIVIL
 Attachment B - Site Diagram
 Attachment C - Development and Operation Plan

BOOK 0253 PAGE 361

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Cooperative Resource Management
Agreement
Attachment A (8 pages)

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

CHARLES W. DeBOER,
Plaintiff.

NO. J-76-9 CIVIL

vs.

UNITED STATES OF AMERICA

and

STATE OF ALASKA,

JUDGMENT QUIETING TITLE

Defendants.

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

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

Atract of land adjacent to Lot 2,
Section 17 and Lots 8 and 9, Section 18,
Township 40 South, Range 59 Ea.st of the
Copper River Meridian, Juneau lccordioi:l:::
District, First Judicial Dist"lcp, l:lt o Of.:,
Alaeku., dcsoribed a.a:

Judgment - 1

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Beginning at the point on the original OLO
meander line being the Southeast corner of
Lot 2, Section 17; thence $B 0^{\circ}00'30''E$ 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) $N 04^{\circ}21'50''W$ 86 feet
- 2) $N 27^{\circ}50'40''W$ 608 feet
- 3) $B 2^{\circ}50'30''B$ 802 feet
- 4) $S 13^{\circ}57'10''W$ 324 feet
- 5) $S 44^{\circ}17'30''W$ 302 feet
- 6) $S 11^{\circ}15'00''W$ 633 feet
- 7) $S 74^{\circ}57'20''W$ 527 feet
- 8) $S 2^{\circ}55'40''W$ 463 feet

to the point common to the easterly
boundary of State designated Tract B;
thence $N 73^{\circ}30'E$ along said common
boundary 970 feet, more or less, thence
West along the common northerly boundary of
said tract 53.48 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) $N 2^{\circ}07'40''W$ 279 feet
- 2) $N 21^{\circ}14'15''W$ 176 feet
- 3) $N 11^{\circ}20'00''W$ 174 feet
- 4) $N 21^{\circ}50'00''S$ 251 feet
- 5) $N 31^{\circ}05'20''W$ 488 feet
- 6) $M 25^{\circ}02'00''W$ 170 feet
- 7) $N 20^{\circ}57'00''W$ 208 feet
- 8) $N 14^{\circ}39'20''W$ 247 feet
- 9) $N 1^{\circ}00'00''E$ 702 feet

to a point West of the original Northwest
corner of GU> 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) $S 1^{\circ}00'00''E$ 283.48 feet
 - 2) $S 11^{\circ}15'E$ 1056.00 feet
 - 3) $E 9^{\circ}30'00''E$ 1735.00 feet
 - 4) $M 22^{\circ}00'E$ 957.00 feet
- to the original meander
corner of Sections 17
and 18

BOOK 0253 PAGE 363

6) S B9°30'E 1319.80 feet
to the point of beginning. The hereon
described parcel contains 170.30 acres,
more or lese.

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 therein as Tract A,
is located within township 10 South, Range
69 East, Copper River Meridian, Allakaa 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
711 feet, more or less, to the
mean high water line of the Salmon River;

distance or

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 03°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 14°34'20" 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 contain& 16.26
acres, more or less.

and

TRACT "B"

The following unsurveyed parcel of land,
described and designated herein aa Tract B,
ie located within Townahip 40 South, Range
Alaska

59Bast, Copper River Meridian, and
ie located east of the centerline of the
ezlatinl road to the dock aQd being
easterly of the confluence of the Salmon
River with loy Pasaale •

The point of beginning of this description
being the intereectioa of the sotberly
e•tenaion of the centerline of the eKisting
road to the dock, with thti mean high
water line or Icy Paesage; thence northerly
along the centerline of the eKisting road a
distance of 900 feet; thence Bast a
distance of 7 3.48 teet; thence South
1•13•30" West, pirallel to the centerline
ot the road, a distance of 970 feet, more
or leas, to the mean high water line of the
Icy Passale • thence South 02•55'40" West
along the mean high water line ot Icy
Passage a distance of 80 feet, more or
leas; thence North 83°11'2on fest along the
man high wat• line of le? Paasaaa a
distance o 610 feat, more or lees, to the
point of beginninl. The herein deecribod
parcel contains 18.19 acres, more or leas.

subject to the followiag reatrloitive covenant: rne State of
Alaska and Chales W.DeBoer, each claiming an interest in the
accretions eeard of the DeBoer homestead, agree that the
state shall use the above-described property tor the purpose of
continuing the historic recroational usee of the land without
interference or disruption and that the land vested in the
state Will be used for recreational purpoaea, including

Judgment .. 4

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1 walking, jogging, horseback riding, picnicking, caropin,
 2 sun-bathing, bunting, fishiog, recreational boating, beach
 3 combinl, berry picking, cross-country skiing and other similar
 4 recreational uae. It is intended that the recreational use
 5 shall be onsistent with the natural etate of the land and be
 6 of a low intenalty nature. Thie covenant doe not restrict the
 7 state fro using the area in proimity to the dock for more
 8 intensive recreational development coneiatent with and inciden-
 9 tal to the above recreational uses. Thia covenant doe not
 10 prevent the state from conducting public protection and ero&ion
 11 control activities a.s it deems appropriate. Thie covenant does
 12 not restrict the state frOlll placing improvements upon the land
 13 which are oomptible with and inidental to these recreational
 14 uses. Finally, the covenant does not restrict historic use ot
 15 the land for barge loading, but no permanent alterations or
 16 changes to the land may be made in conjunction with barge
 17 loadins and materials Which are off-loaded may not be stored
 18 outside of the dock road right-of-way, Which l&decribed in
 19 paragraph 4, The state, however, has no obligation to enforce
 20 this atorAge restriction.
 21 3. Charles W. DeBoer grants to the State of Alaska
 22 an easement for purpoees of obtaining access to and maintaining
 23 what is commonly known w; Glen's Ditch, to the extent Glen's
 24 Ditch lies upon the DeBoer homestead a.nd the tract of 111.nd
 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.

BOOK 0253 PAGE 367

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

339 •

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

9. Any deed, lease, conveyance, or contract made in violation of this stipulation shall be void and may be set

aside on petition by one or more of the parties hereto, and all successors in interest, heirs, executors, administrators, or assigns shall be deemed parties to the same effect as the original signers. This paragraph, however, does not prohibit the State of Alaska from making any lease, conveyance, or contract for the sole purpose of improving, but not expanding, the currently existing fuel storage area or in compliance with land use, safety or environmental statutes and regulations of the State of Alaska.

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

BOOK 0253 PAGE 368

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

1985.


District Judge

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Existing Fire Pit
Existing Bench

Proposed Parking Area
Proposed Barriers

Gustavus Beach Development Plan Map
submitted August, 2018

DRAFT GENERAL

Development Plan
Gustavus Beach Tracts

AOL 108940
Cooperative Resource Management
Agreement
Attachment C (8 pages)

The Gustavus Beach is very important to the citizens of Gustavus. It is where residents and visitors take walks, picnic, pick berries and enjoy the views of the Fairweather Range and of Icy Strait. The Alaska Marine Highway dock is located at the Gustavus Beach, and it is therefore the first view and impression visitors have of Gustavus. The public beachlands in question comprise approximately 32 acres on either side of Dock Road (see Figure 1). These lands, known as Tracts A and B, are owned and managed by Alaska Department of Natural Resources.

These lands are priceless for the beauty and recreation opportunities they provide to the residents of and visitors to Gustavus. As Gustavus continues to grow, it becomes even more critical that these lands are

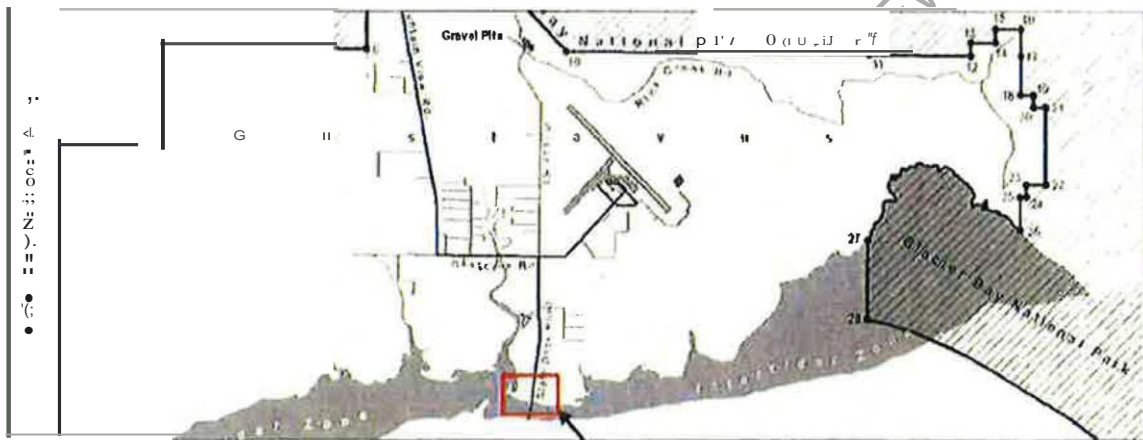


Figure 1. City of Gustavus

Location of Gustavus Beach Tracts A and B

protected for future generations. This development plan will result in the following outcomes:

- Beach lands will be protected and remain accessible to all citizens and visitors to Gustavus for the purposes of recreation.
- Infrastructure (trails, roads, picnicking, benches, etc.), appropriate to the collective desires of the citizens of Gustavus, will be developed and appropriately managed.
- Beach areas that are currently degraded will be restored or hardened to accommodate appropriate use.
- Gustavus citizens will take pride in their beach and care for it.
- Adjacent private land owners will be satisfied with appropriate and respectful recreational use of their lands.

These outcomes are in alignment with the legal judgement settling title of the two 16-acre tracts with the State and recognize the rights of the adjacent landowners. The two tracts of land in question were acquired by the state in 1985 because of a lawsuit that was ultimately settled in the 9th Federal Circuit Court of Appeals in San Francisco. This judgement (No. J-76-9 CIVIL) recognized the rights of the upland land owner (the DeBoer Family) and awarded them accreted acreage down to mean high tide line.

But the judgement also set aside 32 acres for the public in recognition of historic recreational use and created a covenant that stressed the intention that the recreational use on these tracts should be "low intensity" in its nature. The covenant states:

"(We) 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 walking, jogging, horseback riding, picnicking, camping, sun-bathing, hunting/fishing, recreational boating, beach-combing, berry picking, cross-country skiing and other similar recreation uses. It is intended that the recreational use shall be consistent with the natural state of the land and be of a low-intensity nature."

Documentation exists within the file system of the City of Gustavus that the community residents became concerned about an increase in recreational use in this area as early as 1981, when the land in question was included in a bill to create a State Game Refuge (city files). The first mention of public concern regarding motorized vehicle use is recorded in 1994 (city files). A letter dated October 26, 1994 to the Department of Natural Resources from the Gustavus Community Association (this was prior to the City becoming incorporated) requested assistance in defining acceptable access and uses for the areas in question, in "accordance with the IDcBocrJ court judgement and existing [state] regulations." The letter and public postings detail some of the impacts being observed including: defined roadways through the dunes, increased size of parking areas, and criss-crossed dunes. No response from DNR is located within the files from this time period (City files).

The issue of beach impacts came to public attention again in 2010. This time the City of Gustavus was incorporated and an official Beach Committee was established by the City to address recreational use issues at the Gustavus Beach. The committee was comprised of citizens both for and against motorized vehicle use at the Beach. They met several times to try to adopt a recommendation to the City for management of the area. All indications are the group was unable to establish trust and could not move beyond internal discord to present a recommendation to the City regarding motorized use.

Currently the Gustavus Beach is unmanaged, and there is visible and growing evidence of disturbed vegetation and soil. Parking areas within the dunes have grown in size and new motorized tracks have developed over the years. Community members have also claimed that ground nesting birds and a short-eared owl nest have been disturbed by motorized use. This spring (2018) the first-ever Artie tern nest was discovered at the beach. Additionally, the DeBoer family has continued to allow non-motorized recreational access to their adjacent private lands, but repeated efforts to halt motorized traffic on their lands have failed. The ability of the City to manage the motorized use on the state-owned tracts will aid the private land owners in enforcing their desire for no motorized access on their property.

When Gustavus residents were asked in a 2016 survey to rate reasons for appreciating our community, 86.9% rated "scenic beauty" as very important and 75.4% rated "pristine

environment" as very important. Slightly more than half (55.9%) believe "protection for the beach near the dock" will have positive impacts for the community, while 72.4% believe "mechanized use of beaches and wetlands" will have negative impacts.

These statistics demonstrate community support of a cooperative management agreement and development plan for the beach parcels on each side of the Dock Road, Tracts A and B, currently managed by the Alaska State Department of Natural Resources. The role of the City of Gustavus under a Cooperative Management Agreement with the state will be a stewardship role assisting the Department of Natural Resources with the management of the tracts.

Development Pinn Elements

Legal description:

Provide a legal description of the parcel, i.e. a metes and bounds description, survey, lot and block, part, or other legal description . _____

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.

Tract II 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 northly along the centerline of the existing road a distance of 900 feet; thence East a distance of 753.48 feet; thence South & 13'30" West along the mean high water line of Icy Passage a distance of 80 feet, more or less; thence North 83°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.

Terrain/ground cover:

Describe the existing terrain/ground cover, and proposed changes to the terrain/ground cover. _____

The shoreline between Salmon River and Glen's Ditch is fronted by a series of sandy rises and swales built by Salmon River sediments moving eastward by prevailing currents. These features are built atop former beach flats and sloughs that now form the backshore to the north. The landscape is rising about an inch a year due to glacial rebound. Facilities anchoring the former and present docks have tended to interrupt the pattern of deposition.

The first dock had much to do with capture of the sand and initiation of the basic swale and rise features. The modern dock (abutment, island, sheetpile) now appears to be modifying the seaward sedimentation pattern, accelerating deposition to the eastward and initiating erosion to the westward.

Plant communities have developed according to their salt tolerance, response to disturbance and soil characteristics. The communities can be divided in this way:

- Ryegrass sod along the outer shore and slough margins
- Beach sedge/saltgrass/beach asparagus sod below the ryegrass in some sheltered slough margins
- Strawberry/small herb meadow above the ryegrass on the outer shore
- Grass/tall herb/small spruce meadow above the strawberries on the swales and higher parts of the backshore
- Young spruce groves on the highest swales

As uplift has moved the landscape into the upper intertidal and above-tide zones, the communities have matured and tended to shift seaward. Zones seem to have various near-term futures. Ryegrass is being eliminated by traffic just east of the dock. Erosion west of the dock is tending to pinch the strawberry/small herb meadow between ryegrass and tall meadow; it is being erased in widening roadways but perhaps retained by more moderate foot disturbance elsewhere. Tall meadows are being increasingly dominated by grasses and young spruces in some places. Spruce groves are aggressively spreading on the rises and backshore.

Proposed Changes to the terrain/ground cover:

The overarching goal of any vegetation management shall be to maintain the historic viewshed which can be characterized as open with sweeping views of Icy Strait and the Fairweather. To this end the City will designate and retain some spruce groves and take active measures to reduce or eliminate spruce succession onto meadows.

Access:

Describe existing and planned access, and mode of transportation. If public access is to be restricted, define possible alternative public access routes.

Existing access to both parcels is from Dock Road. Many residents and visitors park on or near the road and walk the length of the beach. Others use bicycles, and others drive vehicles both along the top of the dune and behind the main dune. Planned access will remain the same in terms of origination point at Dock Road; proposed changes are intended to restore natural vegetation, prevent erosion, and to protect the beach and dune vegetation from further damage from uncontrolled motorized vehicle use while still providing for public access. Under all alternatives vehicle access to the beach to allow for kayak and small boat drop-off will be retained at the existing location on the east side of the dock. The City does not intend to manage or enforce motorized vehicle use on the actual non-vegetated beach portion of the tracts below the vegetated dunes. Instead, the state regulations regarding motorized vehicle use will remain in effect.

Parking and Access: The parking area in the sand on the east side of the dock will be hardened and delineated and will be able to accommodate a vehicle turnaround for kayak and passenger drop-off as well as unhindered access to the beach. No parking will be allowed on the west side of the dock. Additional parking will be created on City-owned property near the current bathroom facility on the existing gravel pad. No motorized traffic will be allowed beyond the established parking areas. Adjacent private land owners will retain the right to access their property through these tracts, however temporary barriers will restrict access until they request their removal for such access.

Trails: A hardened, wheelchair-accessible walking trail will be developed to the current viewing bench, and eventually continuing on to create a loop trail along the river, through the meadow, and back to Dock Road, ending approximately across from the Tank Farm.

Future Access: The City requests authorization to develop additional trails and/or board walks as well as handicap parking if and when deemed necessary or desirable.

Buildings and other structures:

Describe each building or structure, whether permanent or temporary, including a description of the foundation as well as the building and floor construction; the date when the structure is to be constructed or placed on the parcel; the duration of use; and what activities are to occur within each structure.

Attractive fencing, bollards, barriers, curbed sidewalks and signage will create an overall visual identity for the public use beach area. Simple yet effective fencing, planter boxes, and barriers will surround the parking area and identify boundaries for vehicles, while only minimally impacting views to Icy Straits. The existing concrete barriers at the entrance to the dock will be replaced with the same materials and design utilized elsewhere.

An existing fire pit on the west side would be further developed/hardened and/or moved to minimize haphazard use and habitat destruction. Another public fire pit area may be developed on the eastern side of the dock near the new parking lot by the public bathrooms.

No buildings or structures beyond the current benches and picnic tables are planned at this time, but the City requests a authorization to build temporary structures in the future which could include covered picnic areas, benches and/or wheelchair accessible trails.

Power source: _____

No power source is necessary.

Waste types, waste sources, and disposal methods: _____

Trash undoubtedly will continue to be generated by users of the beach and the City already provides bear proof trash containers for disposal (co-located with the current City-owned bathroom facility). These bear proof garbage disposal containers are currently available seasonally from May-September and are checked daily during that time period. The City of Gustavus has already added beach cleanup to the Marine Facility Coordinator position job duties and shall continue to participate in and promote volunteer cleanup duties.

Hazardous substances: _____

NA

Water supply: _____

There is no water supply currently provided or planned.

Parking areas and storage areas:

Describe long-term and short-term parking and storage areas, and any measures that will be taken to minimize drips or spills from leaking vehicles or equipment. Describe the items to be stored in the storage areas. _____

Currently, residents and visitors park on both sides of the road near the beach and on the "island" located midway to the terminus of the Gustavus dock (except on the days when the ferry is scheduled to land in Gustavus, currently Monday's and Wednesday's). On ferry days, many of those who normally park on the island will park on the sand areas to the east and west of the ferry dock. Ferry travelers often leave their

cars for several days at a time, in designated spaces and off the paved road; those coming to the beach for short-term recreation park on and off the paved road as well.

Long-term and short-term parking will be retained on the paved road. Expanded long-term ferry parking could be provided adjacent to the Tank Farm. Alternatives for continued parking options are described thoroughly in the Access section, above.

Number of people using the site:

State the number of people employed and working on the parcel, and describe the supervisor/staff ratio. Estimate the number of clients that will be using the site. _____

The beach is utilized by practically all Gustavus citizens and visitors. No visitation estimates are available.

Closure/reclamation **plan:**

Provide a closure/reclamation plan, if required for the type of authorization being applied for, e.g. material sale. _____

NA

Maintenance and operations:

Describe the long-term requirements, how they will occur and who will perform the work. Specify if any subcontractors will be involved, and explain the tasks they will perform, _____

Maintenance of the public use beach area will primarily consist of regular trash pick-up and removal, added as responsibilities of the City of Gustavus Marine Facilities Coordinator position. Additional maintenance chores on an irregular basis will include repair of built structures authorized under the Cooperative Management Agreement. This type of task could be potentially taken on by citizen volunteers.

A simple monitoring plan will be developed to document effects on minimizing impacts to dune and beach vegetation and erosion. Developing a monitoring plan adds rigor to the local knowledge already amassed regarding the recreation impacts at the Gustavus Beach.

A baseline set of data will be collected to document the current extent of motorized vehicle impacts on Tracts A and B. The type of data collected will at a minimum include photo-documentation of existing conditions and could also possibly include site attributes such as: trail depth and width measurements, soil surface conditions (rutting/erosion, exposed sand etc.), estimated percentage of vegetation loss on road/trail surface as compared to vegetative cover adjacent to area, types of trail use, and the observed presence/absence of: noxious weeds, trail hazards, campfires, localized tree/shrub damage, unsanitary waste, and litter.

Data collection will be conducted by citizen volunteers in collaboration with the City of Gustavus. The overall goal of the simplified monitoring program is to establish the current status of motor vehicle and other recreation impacts and assess whether implementation of this cooperative management agreement has an effect on reducing those impacts.

Camping:

While not required in the Environmental Development Plan, the City desires the authority to address camping in the future if conditions necessitate. Currently the camping limit of 14 days allowed under the states Generally Acceptable Uses applies. Under this development plan, camping will become walk-in camping only. Actions the City may take include designating campsites, instituting shorter camping limits, and/or providing minimal campsite infrastructure.



City of Gustavus, Alaska
 PO Box 1
 Gustavus, Alaska 99826
 Phone: 907.697.2451
 Fax: 907.697.2631

January 29, 2019

Benjamin DeBoer
 P.O. Box 51
 Gustavus, Alaska 99826

Subject: Development Plan for the Gustavus Beach Management Agreement

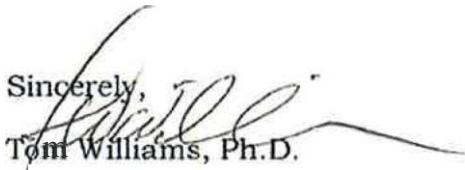
Dear Mr. DeBoer:

The purpose of this letter is to obtain your agreement for the City's development plan of Tracts A and B of ADL 108940 for the Cooperative Resource Management Agreement (Agreement) between the City of Gustavus and the State of Alaska.

As an adjacent landowner, the Agreement requires that a written, notarized approval be obtained that recognizes your agreement with the elements for the development plan. Attached is a copy of the Agreement with the development plan.

Thank you for your participation in the City's effort to protect and restore the Gustavus Beach.

Sincerely,


 Tom Williams, Ph.D.
 City Administrator


 Benjamin DeBoer

Notary

KAREN PLATT
 Notary Public, State of Alaska
 Commission # 170912007
 My Commission Expires
 September 12, 2021

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City of Gustavus, Alaska
 PO Box 1
 Gustavus, Alaska 99826
 Phone: 907.697.2451
 Fax: 907.697.2631



January 29, 2019

Donna DeBoer
 1617 196th Place, SW
 Lynnwood, Washington 98036

Subject: Development Plan for the Gustavus Beach Management Agreement

Dear Ms. DeBoer:

The purpose of this letter is to obtain your approval of the City's development plan for Tracts A and B of the Cooperative Resource Management Agreement (Agreement) between the City of Gustavus and the State of Alaska.

As an adjacent landowner, the Agreement requires that a written, notarized approval be obtained that recognizes your agreement with the elements for the development plan. Attached is a copy of the Agreement with the development plan.

Thank you for your participation in the City's effort to protect and restore the Gustavus Beach.

Sincerely,

Tom Williams
 Tom Williams, Ph.D.
 City Administrator

Donna DeBoer-Williams
 Donna DeBoer-Williams
 DDW



Notary

Ariel Council

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DRAFT GENERAL MEETING AGENDA/PACKET FOR REVIEW AT WORK SESSION

**AMENDMENT NUMBER 1 TO A
COOPERATIVE RESOURCE MANAGEMENT AGREEMENT**

**Between
THE CITY OF GUSTAVUS
and
THE STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF MINING, LAND AND WATER**

GUSTAVUS BEACH TRACTS ADL # 108940

AS 38.05.027(a)

INTRODUCTION AND BACKGROUND:

- A. On April 4, 2019, the State of Alaska, Department of Natural Resources (DNR), Division of Mining, Land, & Water (DMLW) (State), of 400 Willoughby Avenue, P.O. Box 111020, Juneau, Alaska 99801, and the City of Gustavus (City), of P.O. Box 1, Gustavus, Alaska 99826, entered into a Cooperative Resource Management Agreement (Agreement), serialized as ADL # 108940.
- B. The State and the City are the only two Parties to the Agreement.
- C. The Parties entered into the Agreement after the U.S. District Court issued a 1985 Judgment Quieting Title, in DeBoer v United States, Case No J-76-9 (Judgment). The Agreement incorporates the Judgment.
- D. The Agreement described two tracts of land within the City, Tract A and Tract B, which together total about 30 acres, more or less. Tract A is located to the west of the centerline of the existing dock road in the City that contains 16.26 acres, more or less. Tract B is located to the east of the centerline of the existing dock road and contains 16.19 acres, more or less, including the Gustavus Beach Park.
- E. The Agreement describes and defines the City's management of Tract B and refers to Tract B as the Gustavus Beach Park. The "Gustavus beach area" and the "Gustavus Beach Park" are used interchangeably in the Agreement.
- F. In the Agreement, among other things, the Parties agreed i) to cooperatively manage the Gustavus Beach Park, ii) the City would be the primary management authority of the Gustavus Beach Park to facilitate recreational uses while preventing damage to the land, and iii) the State would retain ownership of all the land defined in the Agreement.

- G. In the Agreement, the Parties confirmed that the Gustavus Beach Park was an important public recreational site. The Parties agreed that the City would manage the Gustavus Beach Park consistent with the Purposes in Section 1 of the Agreement and the City's Responsibilities, described in Section V of the Agreement.
- H. Appended to the Agreement, and made part of it, were the Judgment, a Gustavus Beach Development Plan Map, an eight-page Gustavus Beach Tracts Development Plan, and letters signed and notarized by Benjamin DeBoer and Donna DeBoer-Williams indicating these two individuals, who were the only adjacent landowners to Tract A and Tract B, approved the Agreement and Gustavus Beach Tracts Development Plan.
- I. In 2020 and 2021, the City approach the State and suggested amendments to the Agreement, which the City believed would better protect and preserve the Gustavus Beach Park, and more clearly define the areas of Tract A and Tract B that are used for the Gustavus Beach Park.
- J. Tract B comprises two "sub-tracts." Tract B-1 is an area within Tract B. Tract B-1 contains a fenced-off area and an unfenced area used by the public. Tract B-2 is the other area within Tract B that is used by the public.
- K. Tract B-2, along with Tract A, are the two only tracts of land that the City wanted to refer to in order to clarify that they are the only two tracts of land that comprise the Gustavus Beach Park, and that the Gustavus Beach Park excludes Tract B-1.
- L. The City prepared a Revised and Amended Development Plan for the Gustavus Beach Park, and updated and amended the Gustavus Beach Development Plan Map and submitted those to the State for the State's review and consideration.
- M. The Parties conferred and reviewed and considered amendments to the Agreement that are set forth in this Amendment Number 1 to the Agreement (Amendment Number 1) and all the Attachments to this Amendment Number 1, and believe they memorialize the Parties' understandings, intentions, and agreements.
- N. The Agreement requires that all landowners adjacent to Tract A and Tract B give their written, notarized approvals of this Amendment Number 1.
- O. The Parties understand that before they execute this Amendment Number 1, the public would have at least thirty days to review and comment on this Amendment Number 1, and that the City must provide its residents with notice of this Amendment Number 1 and an opportunity to comment on it.

THEREFORE, based upon the preceding Introduction and Background, the exchange of valuable consideration, and the following agreements, terms, conditions, and Findings, the Parties agree as set forth below.

A. AGREEMENT:

1. Tract B comprises two separate parcels of land, Tract B-1 and Tract B- 2. Both Tract B-1 and Tract B-2 are solely defined to be within the existing boundaries of Tract B as set forth and described in Section III of the Agreement.
2. Tract B contains 16.19 acres, more or less. Tract B-1 comprises 1.322 acres, more or less, and has a fenced off area that contains bulk fuel storage tanks. Tract B-2 contains 14.471 acres, more or less.
3. Alaska State Land Survey No. 2009-15, which is attached and incorporated into this Amendment Number 1 by reference, depicts all of Tract A, all of Tract B, and shows the two separate Tract B-1 and Tract B-2 within Tract B.
4. The bulk fuel storage tanks within Tract B-1 are owned by the City and leased to an outside operator. Because of the nature of the use of Tract B-1 is to store and contain bulk fuel storage tanks, that portion of B-1 that contains the bulk fuel storage tanks is not open to the public, but it has been and will continue to be used by the City to store bulk fuel tanks to be used for the public. Tract B-1 is neither part of the Gustavus Beach Park nor is it managed by the City as part of the Gustavus Beach Park. However, by agreement with the bulk fuel storage tanks operator, the City maintains restrooms and recycling containers on the southwest corner of Tract B-1 for the public's use and benefit.
5. In 2013, DNR issued Quitclaim Deed No. 1898 (attached), recorded in the Juneau Recording District at 2013-003685-0, to the City for Tract B-1, which Quitclaim Deed is subject to the Judgment, and which provides that Tract B-1 is to be used by the City for a public purpose and in the public interest and not sold conveyed or transferred without DMLW's written consent. The City will continue to manage and own Tract B-1 in accordance with the Quitclaim Deed as a fenced-off site to maintain bulk fuel storage tanks. Tract B-1 now includes, and will continue to include, land solely used for bulk fuel storage tanks, restrooms, and recycling containers.
6. Tract B-2 is the only part of Tract B that includes and will continue to contain the Gustavus Beach Park. The Parties define the area comprising the Gustavus Beach Park as all of Tract A and all of Tract B-2. The Gustavus Beach Park specifically excludes Tract B-1.
7. As part of its management of the Gustavus Beach Park, the City submitted an Amended Gustavus Tracts Development Plan (attached) and an Updated and Amended Gustavus Beach Development Plan Map (attached), which are both incorporated by reference into this Amendment Number 1.
8. The State has reviewed and approved both Amended Gustavus Tracts Development Plan and the Updated and Amended Gustavus Beach Development Plan Map, and the City

may operate and manage the Gustavus Beach Park on Tract A and Tract B-2 as provided in those documents.

9. The City's management of the Gustavus Beach Park will continue under the Agreement and this Amendment Number 1 and includes the authority to manage the surface estate and so much of the subsurface as may be required in order to make use of Tract A and Tract B-2 for public purposes within the statutory authority of the City and the terms of the Judgment, the Agreement, and this Amendment Number 1, but does not otherwise diminish the State's rights, authorities, management, or jurisdiction over Tract A and Tract B in their entirety.
10. This Amendment Number 1 terminates at the same time as the Agreement and in no way modifies the 20-year term of the Agreement, unless as otherwise provided in the Agreement, or as the Parties may agree in writing. After this Amendment Number 1 is signed, and before the Agreement terminates or before the Agreement is again amended, the Parties will determine if Tracts A and B should be designated as a Special Use Area, or whether Tracts A and B should be leased to the City by DMLW.
11. Except as specifically provided in this Amendment Number 1, the Parties do not amend any other term, condition, or other part of the Agreement.
12. DMLW expressly reserves jurisdiction and management of all subsurface minerals, including oil and gas in Tract A and Tract B, provided, however, that DMLW will not permit surface entry for the purpose of mineral or oil and gas exploration or development without the State and City's mutual, written consent.
13. The Parties may amend this Amendment Number 1 or the Agreement at any time, but no amendments will be effective unless the Parties agree to them in writing.
14. Except as provided in this Amendment Number 1, it does not otherwise expand or restrict the duties, obligations, purposes, management intent, responsibilities, general provisions, term, termination, amendment, notices, or anything else imposed on the Parties or contained in the Agreement.
15. The City's Mayor is fully authorized to execute this Amendment Number 1 by, and on behalf of, the City, and is authorized to bind the City to the terms and conditions set forth in this Amendment Number 1.
16. The City warrants that it provided a copy of this Amendment Number 1 to all persons who own lands adjacent to Tract A and Tract B. As of the date of this Amendment Number 1, the City confirms that the only adjacent landowners to Tract A and Tract B are Benjamin DeBoer and Donna DeBoer-Williams, and that they have received, reviewed, and given their approval and consent to the terms of this Amendment Number 1 as indicated below by their written, notarized signatures of approval.

17. The Parties have given the public at least thirty days to review and comment on this Amendment Number 1. The City has provided its residents with notice of this Amendment Number 1 and an opportunity to comment on it for at least thirty days.

B. FINDINGS:

1. The State has considered this Amendment Number 1 and reviewed it. The state has provided 30-day public notice of this Amendment Number 1 under AS 38.05.945 and finds that the public has been provided notice of this Amendment Number 1 .
2. AS 38.05.027(a) deals with cooperative resource management agreements and provides: “Consistent with the authority of the commissioner under law, the commissioner, after determining that the agreement is in the best interests of the public and the state, may enter into cooperative resource management or development agreements with the federal government, a state agency, a village or municipality, or a person. Specific guidelines to protect the state and public interest shall be established, if necessary, by the commissioner before entering into an agreement under this section.”
3. The State finds that this Amendment Number 1 has specific guidelines to protect the state and public interest, and further finds that it is in the state’s best interest to enter into this Amendment Number 1 under AS 38.05.027(a).
4. DMLW’s Director has been delegated the authority to enter into this Amendment Number 1 on behalf of the DNR Commissioner, and who, by signing below, finds that this Amendment Number 1 is in the best interests of the public and the state consistent AS 38.05.027(a).

WHEREFORE, this Amendment Number 1 to the 2019 Cooperative Resource Management Agreement, serialized as ADL # 108940, is effective on the last date that all the individuals below have signed it. By signing this Amendment Number 1, all the signatories have reviewed and agreed to it.

Attachments:

1. Alaska State Land Survey No. 2009-15.
2. Quitclaim Deed No. 1898.
3. Amended Gustavus Tracts Development Plan.
4. Updated and Amended Gustavus Beach Development Plan Map

-- **SIGNATURE PAGES FOLLOW** --

**STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF
MINING, LAND AND WATER, SOUTHEAST REGIONAL OFFICE:**

Benjamin White
Regional Manager, Southeast Regional Office, Division of Mining, Land and Water

State of Alaska)
) ss.
First Judicial District)

THIS CERTIFIES that on this _____ day of _____, 20____ before me personally appeared Benjamin White to me known and known by me to be the person named in and who executed this document and acknowledged voluntary signing it. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, on the day and year shown above.

Notary Public in and for the State of Alaska
My commission expires: _____

**STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF
MINING, LAND AND WATER, ON BEHALF OF DNR'S COMMISSIONER:**

_____ Dated: _____ day of _____, 20____

Martin W. Parsons, Director
Division of Mining, Land and Water
Alaska Department of Natural Resources

DRAFT GENERAL MEETING AGENDA/PACKET FOR REVIEW AT WORK SESSION