



CITY OF WASILLA

290 E. HERNING AVE.
WASILLA, ALASKA 99687
PHONE: (907) 373-9050
FAX: (907) 373-0788

COUNCIL MEMORANDUM NO. 91-02

FROM: Mayor Stein

DATE: January 10, 1991

RE: Lake Lucille Outlet Control

Your attention is invited to the enclosed proposed transfer of responsibility and authority from the Department of Fish and Game. The agreement would provide the City with \$25,000 to repair or design an improved weir for the Lake Lucille outlet. Acceptance of the agreement would also transfer responsibility for maintenance of the outlet structure, thus the responsibility for the lake water level, to the City.

We know that the \$25,000 is inadequate for any major repair or improvements to the structure. The amount may fund a design of a new structure but any construction would require permitting efforts through various state and federal agencies and costs approaching \$250,000.

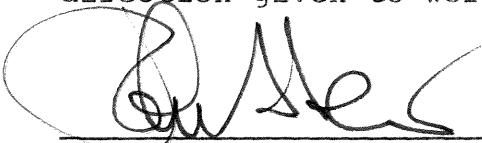
It appears that the Department of Natural Resources has primary responsibility for the condition and management of Lake Lucille. The department may be in a better position than the City to acquire resources and coordinate agency efforts to properly manage the lake water levels and conditions. The City should continue efforts to demonstrate the extent of the lake water quality problems and to encourage state agencies to take corrective actions that are within their realm of responsibility.

The City must consider many factors in deciding to accept all or part of the responsibility for Lake Management and the weir re-construction. I have roughed out a chart listing some of the issues and consequences. It is attached for your use.

The City may sponsor the project, and in so doing provide water level control to reduce weed growth and satisfy concerns of Lake residents.

If the State Division of sport Fish alone repairs the weir, the project will likely involve simple reinforcement of the existing structure.

I recommend that the question be discussed by Council and direction given to work toward a later decision on the project.



John C. Stein, Mayor

*administration directed to
send letter to Fish & Game
requesting they make repairs*

LAKE LUCILLE FISH WEIR

CONTROL OF WEIR BY:		
ISSUE	DNR/DIVISION OF SPORT FISH	CITY
WEIR REPAIR	REPAIR EXISTING TIMBER STRUCTURE BUILT 1960± (\$25,000)	REPLACE W/ NEW STRUCTURE INCLUDING LAKE LEVEL CONTROL GATES - (\$250,000)
MAINT/OPN.	HAS BEEN IGNORED, LIMITED TO FISH ENHANCEMENT FUNCTION	WATER LEVEL CONTROL, CLEANING, SAFETY, REGULAR INSPECTION
LIABILITY	STATE DNR/OSF	CITY
FISH ENHANCEMENT	SPORTFISH DIVISION WOULD CONTINUE PROGRAMS	SAME
WATER QUALITY	DNR/DIV. LAND & WATER & CITY COOPERATE FOR CLEAN LAKES PROGRAM.	SAME
WEED CONTROL	NONE BY DNR/OSF	CONTROL W/ LAKE LEVEL

JCS 1/1/91

STATE OF ALASKA

WALTER J. HICKEL, GOVERNOR

DEPARTMENT OF FISH AND GAME

P.O. BOX 3-2000
JUNEAU, ALASKA 99802-2000
PHONE: (907) 465-4180

DIVISION OF SPORT FISH

December 21, 1990

RECEIVED

The Honorable John C. Stein
Mayor
City of Wasilla
290 East Herning Ave.
Wasilla, AK 99687

DEC 31 1990

City of Wasilla, Alaska

Dear Mayor Stein:

We currently have \$25,000 available for the repair or replacement of the Lake Lucille outlet control structure. These funds are from the Governor's Jobs Bill (HB 512) that was passed by the legislature in 1988.

The outlet control structure was originally built to stabilize the water depth in Lake Lucille so that the lake would support a fish stocking program. At that time, there were few people living around the lake shore and the primary concern was fish enhancement. Now that many houses have been built around the lake, it appears that the structure primarily serves to enhance the aesthetics of the lake. Recent water quality studies on the lake indicate that it should be partially drained during the winter to control aquatic vegetation.

In requesting \$25,000 for this project, we had envisioned making only minor repairs that would be necessary to continue using the control structure for the stocking program. Completely rebuilding the structure to incorporate a lake level control gate and possibly a fish ladder will be more costly than the funds available, and can not be justified solely on the basis of fish stocking. We also feel that it is beyond this department's authority to request additional funds for work that is not directly related to the sport fishery in the lake.

At this time, we would prefer to have the City of Wasilla directly involved in determining the future of the Lake Lucille control structure. Initially, we can transfer the \$25,000 to the City and these funds can be used to either repair the existing structure, or design a new one. We can also assist the City in requesting additional state funds to construct a new structure. Ultimately, we would like to transfer responsibility for the structure and its maintenance to the City.

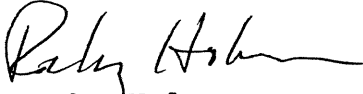
Mayor Stein

- 2 -

December 18, 1990

Enclosed is a draft of a cooperative agreement that outlines our respective responsibilities in this project. Please review this agreement and let us know how you wish to proceed. Should you have any questions, please call Tom Donek at 465-4180; he will be able to assist you.

Sincerely,



Rocky Holmes
Acting Director

Enclosure

cc: Larry Engel
Dave Rutz

Tom Donek

COOPERATIVE AGREEMENT
BETWEEN
CITY OF WASILLA
AND
ALASKA DEPARTMENT OF FISH AND GAME
FOR
RECONSTRUCTION OF
LAKE LUCILE OUTLET CONTROL STRUCTURE

DRAFT

This cooperative agreement is made and entered into between the Alaska Department of Fish and Game, Division of Sport Fish, P.O. Box 3-2000, Juneau, Alaska 99802-2000, hereinafter referred to as the Department, and the City of Wasilla, 290 Herning Ave., Wasilla, Alaska 99687, hereinafter referred to as the City.

I. Purpose of the agreement:

To reconstruct the outlet control structure on Lake Lucile and to transfer ownership of the structure from the Department of Fish and Game to the City of Wasilla.

II. Covenants of the State:

The Department hereby agrees:

1. To contribute funds for the purpose of this agreement from the Governor's Jobs Bill (HB 512). The amount of these funds shall be \$25,000. Transfer of these funds to the City shall occur within sixty days after final signature of this agreement.
2. To assist the City in obtaining additional funds that may be necessary to complete the work.

III. Covenant of the City:

The City does hereby agree:

1. To perform all work necessary to either repair the existing outlet control structure or replace it with a new structure. The work may be performed by consultants, contractors or other third parties acting under the supervision of the City.
2. To assume ownership (including operation and maintenance) of the Lake Lucile outlet control structure after it has been reconstructed.
3. To indemnify, save the state harmless, and defend the Department, its agents, and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly during

construction or from the City's performance of this agreement. However, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the Department's negligence.

4. To make a good faith effort to comply with the legislative intent contained in HB512, a copy of which is shown in Attachment A.

IV. It is mutually agreed that:

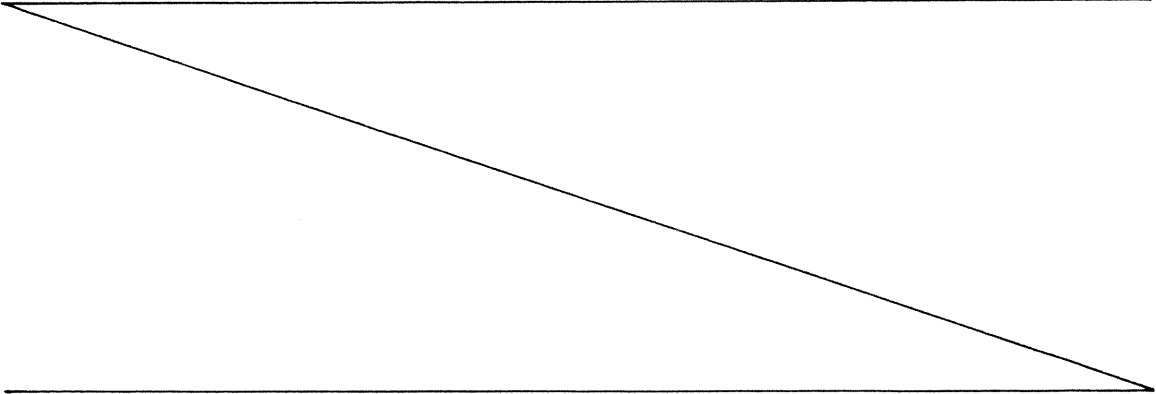
1. The effective date of this agreement shall be from the date of final signature by the Commissioner of the Department of Fish and Game.
2. This agreement shall remain in effect until the project is completed or until October 30, 1992, whichever is shorter, or may be extended, by mutual written agreement between the Department and the City until construction is completed and ownership is transferred to the City. Either party may terminate this agreement by written notice to the other party at least 90 days in advance of the date on which termination is to become effective. In the event this agreement is terminated, the City shall provide an accounting of all expended funds and shall return all unexpended project funds to the department.
3. To comply with AS 35.10.025, which requires construction in accordance with applicable local building codes including the obtaining of required permits and licenses.
4. To comply with AS 41.35.070, which requires construction to halt if any archeological remains are uncovered.
5. To comply with AS 46.17, The Alaska Dam Safety Act.
6. Nothing in this agreement shall be construed as obligating the Department or the City to expenditure of funds in excess of those herein agreed upon or authorized by law.
7. Nothing in this agreement transfers title or land jurisdiction other than set forth herein.
8. No elected or appointed official, shall be admitted to any share or part of the agreement or to any benefit that may arise therefrom.
9. That the Department may modify this agreement to meet revised requirements for state or federal law, provided that the modifications to those requirements shall not cause the City financial loss.
10. All agents and/or employees of the City shall act in an independent capacity and not as officers, employees, or agents of the Department in performance of this agreement.

11. Each party shall send all written notices required by this agreement by Registered or Certified Mail to:

Director	Mayor
Division of Sport Fish	City of Wasilla E.
Alaska Dept. of Fish & Game	290 Herring Ave.
P.O. Box 3-2000	Wasilla, AK 99687
Juneau, AK 99802	

12. Each party will comply with all applicable laws, regulations, and executive orders relative to Equal Employment Opportunity.
13. Nothing herein is intended to conflict with federal, state, or local laws or regulations. If there are conflicts, this agreement will be amended at the first opportunity to bring it into conformance with conflicting laws or regulations.
14. Policy and position announcements relating specifically to this cooperative program may be made only by mutual consent of the agencies.
15. This agreement is complete and has no other encumbrances, addendum, attachments, or amendments with the following exceptions:

Attachment A: Legislative Intent for HB 512



DRAFT

For the City of Wasilla

For the Alaska Department of
Fish and Game

John C. Stein
Mayor

Norval Netsch
Director, Division of Sport Fish

Date

(Attach Notary Affidavits)

Date

Don W. Collinsworth
Commissioner

Date

In witness whereof, the said parties have hereunto set their hand and seal.

Review by Division of Administration:

Draft _____ Date: _____

Final _____ Date: _____

HB 454

The Labor & Commerce Committee has considered:

HOUSE BILL NO. 454

"An Act relating to the operation of state hatcheries; and providing for an effective date."

and recommends it be replaced with the following committee substitute:

CS FOR HOUSE BILL NO. 454 (L&C)
(same title)

Recommending do pass (4): Davidson, Menard, Koponen, Ellis

No recommendation (3): Donley (Chairman), Furnace, Boucher

A zero fiscal note was published February 24, 1988.

HB 454 was referred to the Resources Committee.

HB 512

The Finance Committee has considered:

HOUSE BILL NO. 512

"An Act making special appropriations for projects to boost the Alaska economy; and providing for an effective date."

and recommends it be replaced with the following committee substitute:

CS FOR HOUSE BILL NO. 512 (Finance)
(same title)

Recommending do pass (10): Adams (Chairman), Pourchot, Boyer, Swackhammer, Frank, Goll, Larson, Rieger, Wallis, Davis

A letter of intent, signed by Adams (Chairman), appears below:

House Finance Committee
Letter of Intent
for
CSHB 512(Fin)

"The purpose of this appropriation Act is to commit the expenditure of approximately \$75 million from the state General fund to a series of projects selected to put Alaskans throughout the state to work. The projects in the bill were selected to provide a worthwhile public purpose, provide immediate employment, be labor intensive, and ensure to the maximum extent possible the use of Alaskan contractors of vendors.

HB 512

In the expenditure of the money appropriated by CS HB 512 (Finance), it is the intent of the Legislature that, when feasible, projects be subject to competitive bid. In determining feasibility, fund recipients should consider the size and scope of the project, whether local hire is reasonably assured, whether the bidding process will result in an unreasonable delay in the project getting underway, and the needs and interests of the local community.

For those projects that are competitively bid, the Legislature intends that the award of funds be guided by the State Administrative Manual, with emphasis on the following:

1. Separate solicitation for goods or services to accommodate Alaskan vendors if they would otherwise not be able to respond.
2. Solicitation of quotations from Alaskan vendors to make small purchases.
3. Use of products grown and manufactured in Alaska including wood products, food, precast concrete, and other materials.
4. Award of a least 10% of evaluation points for proposals for services to qualified Alaskan vendors.

The Legislature further intends that municipal, school, and named recipients of grants use a portion of funds received to employ youth when it is practical and appropriate. Funds appropriated to the Department of Transportation and Public Facilities are to be transferred to local communities through Transfer of Responsibility Agreements (TORAs) whenever feasible.

-It is the intent of the Legislature that the appropriations made in CS HB 512 (Finance) be spent during the 1988 construction season. The bill provides for a lapse date of October 30, 1989 to allow for the completion of those few projects for which construction may extend into the 1989 construction season. The Legislature intends that unexpended and unobligated funds lapse into the General fund as specified in the bill, and not be subject to reappropriation."

HB 512 appears on today's calendar.

SCR 27am

The Finance Committee has considered:

SENATE CONCURRENT RESOLUTION NO. 27 amended
Relating to the preservation of historical school buildings.

Recommending do pass (10): Adams (Chairman), Pourchot, Larson, Goll, Swackhammer, Boyer, Rieger, Frank, Brown, Davis

ATTACHMENT A.