



CITY OF GUSTAVUS CITY COUNCIL GENERAL MEETING

Monday, March 09, 2026 at 7:00 PM
Gustavus City Hall

COUNCIL MEMBERS

Mayor Sally McLaughlin
Vice Mayor Lucas Beck
Council Members: Renee Patrick,
Justin Marchbanks, Karen Hutten,
Jim Kearns, Mike Taylor

CITY HALL

City Administrator – Kathy Leary
City Clerk – Liesl Barker
City Treasurer – Ben Sadler
Phone: 907-697-2451
clerk@gustavus-ak.gov

AGENDA

VIRTUAL MEETING INFORMATION

<https://tinyurl.com/b3v6w832>

ID: 515 501 9406 **PASSCODE:** 5589 **TEL:** 253-215-8782

ROLL CALL

Reading of the City of Gustavus Mission Statement

APPROVAL OF MINUTES

1. 02-09-2026 General Meeting Minutes
2. 02-23-2026 Special Meeting Minutes

MAYOR'S REQUEST FOR AGENDA CHANGES

COMMITTEE / STAFF REPORTS

3. Conservation Lands Advisory Committee Quarterly Report
4. Library Quarterly Report
5. City Treasurer Monthly Report
6. City Administrator Monthly Report

PUBLIC COMMENT ON NON-AGENDA ITEMS

CONSENT AGENDA

ORDINANCE FOR PUBLIC HEARING

7. FY26-13NCO An Ordinance providing for the amendment of the city held accounts in fiscal year 2026 - closing Capital Project CP19-06 DRC Composting Facility (Introduced 02-09-2026)

UNFINISHED BUSINESS

NEW BUSINESS

8. FY26-14NCO An introduction of an ordinance providing for the amendment for the City held accounts in Fiscal Year 2026 - Closing Capital Project CP24-01 DRC Expansion (Public Hearing 04-13-2026)
9. FY26-15NCO An introduction of an ordinance providing for the amendment of the City Budget and City held accounts in Fiscal Year 2026 - Road Maintenance (Public Hearing 04-13-2026)
10. Approve the proposal to engage with a new city attorney, Megan J. Costello, Foghorn Law Office, LLC

- [11.](#) Approve Alaska Department of Environmental Conservation (ADEC) Village Safe Water Program to submit Gustavus Septage Management Project as part of their Capital Improvement Plan
- [12.](#) Approve Project Development Short Form for Grant and Projects Master Dashboard and Compliance Tracker
- [13.](#) Approve Grant Consulting Agreement with Alcyon Consulting Grant writing and Consulting Services in the amount of \$6,500.00
- [14.](#) Approve Master Services Agreement with RESPEC Company, LLC

CITY COUNCIL REPORTS

- [15.](#) Mayor Monthly Report

CITY COUNCIL QUESTIONS AND COMMENTS

PUBLIC COMMENT ON NON-AGENDA ITEMS

EXECUTIVE SESSION

ADJOURNMENT

POSTED ON: March 4, 2026 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.

MISSION STATEMENT

The City of Gustavus is a distinctive Alaskan City that provides high quality public services in a thoughtful, cost effective and professional manner to sustain a safe, beautiful tolerant environment to live, work, and play with respect for individual freedom and each other.



CITY OF GUSTAVUS CITY COUNCIL GENERAL MEETING

Monday, February 09, 2026 at 7:00 PM
Gustavus City Hall

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Council Members: Renee Patrick,
Justin Marchbanks, Karen Hutten,
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MINUTES - PENDING

VIRTUAL MEETING INFORMATION

<https://tinyurl.com/2khe4zhm>

ID: 515 501 9406

PASSCODE: 9526

TEL: 253-215-8782

ROLL CALL

PRESENT

Mayor Sally McLaughlin
Vice Mayor Lucas Beck
Council Member Renee Patrick
Council Member Karen Hutten
Council Member Mike Taylor
Council Member James Kearns (via zoom)
Council Member Justin Marchbanks



Reading of the City of Gustavus Mission Statement

Mission Statement read by Beck.

APPROVAL OF MINUTES

1. 12-08-2025 General Meeting Minutes
2. 01-19-2026 Special Meeting Minutes (rescheduled 01-12-2026 general meeting)

Motion made by Hutten to approve 12-08-2025 General Meeting Minutes and 01-19-2026 Special Meeting Minutes by unanimous consent.

Public Comment: None

Council Comment: None

Hearing no objections, the 12-08-2025 General Meeting Minutes and 01-19-2026 Special Meeting Minutes were approved by unanimous consent.

MAYOR'S REQUEST FOR AGENDA CHANGES

There were no agenda changes.

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

COMMITTEE / STAFF REPORTS

3. Disposal and Recycling Center Quarterly Report
Disposal and Recycling Center Manager/Operator, Ian Barrier submitted a written report and provided an oral summary.
Clarifying Questions:
Taylor
McLaughlin
Hutten
4. Gustavus Visitors Association Quarterly Report
Gustavus Visitor Association President, Leah Okin submitted a written report and provided an oral summary.
Council Clarifying Questions:
Taylor
Hutten
5. City Clerk Quarterly Report
City Clerk, Liesl Barker submitted a written report and provided an oral summary.
Council Clarifying Questions:
Taylor
Marchbanks
Beck
6. City Treasurer Monthly Report
City of Gustavus City Treasurer, Ben Sadler provided monthly financial documents and gave an oral summary.
Clarifying Questions:
Taylor
7. City Administrator Monthly Report
City of Gustavus City Administrator, Kathy Leary provided a written report and provided an oral report.
Clarifying Questions: None

PUBLIC COMMENT ON NON-AGENDA ITEMS

None

CONSENT AGENDA

None

ORDINANCE FOR PUBLIC HEARING

- 8. FY26-12NCO An Ordinance providing for the amendment of the City Held Accounts in Fiscal Year 2026 - Closing Out Capital Project CP24-02 Same Old Road Drainage.(Introduced 01-19-2026)

Mayor McLaughlin opened the public hearing at 7:41PM.

Public Testimony: None

Mayor McLaughlin closed the public hearing at 7:41PM.

Motion made by Taylor to approve FY26-12NCO An Ordinance providing for the amendment of the City Held Accounts in Fiscal Year 2026 - Closing Out Capital Project CP24-02 Same Old Road Drainage as introduced on 01-19-2026.

Seconded by Patrick

Council Debate:

Taylor

McLaughlin

Voting Yea: Mayor McLaughlin, Vice Mayor Beck, Council Member Patrick, Council Member Hutten, Council Member Taylor, Council Member Kearns, Council Member Marchbanks

7 yea/0 nay

Motion passed

UNFINISHED BUSINESS

- 9. Approve GVFD Fire Chief Job Description

Motion by Kearns to approve GVFD Fire Chief Position Description.

Seconded by Beck

Public Comment:

Chantel Mulligan-Rear

Council Debate:

Marchbanks

Hutten

City Administrator Leary

Taylor

Kearns

Hutten

City Administrator Leary

Patrick

McLaughlin

Marchbanks

City Administrator Leary

Hutten

Voting Yea: Mayor McLaughlin, Vice Mayor Beck, Council Member Patrick, Council Member Hutten, Council Member Taylor, Council Member Kearns
 Voting Nay: Council Member Marchbanks

6 yea/ 1 nay

Motion passed

NEW BUSINESS

10. QUASI-JUDICIAL Matter City of Gustavus waives the right to file a protest of the renewal of Excursion Restaurant Llc's Restaurant Eating Place Liquor License
- There were zero Council Member conflicts of interest of Ex Parte communication to declare.
- Mayor McLaughlin opened the Public Hearing at 8:12pm.
- Public Testimony:
- Susan Warner
- Mayor McLaughlin closed the Public Hearing at 8:13 pm
- Motion made by Kearns that the City of Gustavus waives the right to file a protest of the renewal of Excursion Restaurant Llc's Restaurant Eating Place Liquor License.
- Seconded by Taylor
- Council Debate: None
- Voting Yea: Mayor McLaughlin, Vice Mayor Beck, Council Member Patrick, Council Member Hutten, Council Member Taylor, Council Member Kearns, Council Member Marchbanks
- 7 yea/ 0 nay
- Motion passed
11. City of Gustavus writes off the following ambulance service debts from FY25 \$703.40 and ambulance subscription services \$80.00 as uncollectable, in total \$783.40.
- Motion by Hutten that the City of Gustavus writes off the following ambulance service debts from FY25 \$703.40 and ambulance subscription services \$80.00 as uncollectable, in total \$783.40.
- Seconded by Marchbanks
- Public Comment: None
- Council Debate: None
- Voting Yea: Mayor McLaughlin, Vice Mayor Beck, Council Member Patrick, Council Member Hutten, Council Member Taylor, Council Member Kearns, Council Member Marchbanks
- 7 yea/ 0 nay
- Motion passed

- 12. Approve project planning document for Heavy Equipment Procurement - CAT 950 Wheel Loader with Forks and Snowplow attachment

Motion by Kearns to approve project planning document for Heavy Equipment Procurement - CAT 950 Wheel Loader with Forks and Snowplow attachment.

Seconded by Beck

Public Comment:

Ben Sadler

Council Debate:

Beck

Hutten

City Administrator Leary

Kearns

McLaughlin

City Administrator Leary

Marchbanks

Voting Yea: Mayor McLaughlin, Vice Mayor Beck, Council Member Patrick, Council Member Hutten, Council Member Taylor, Council Member Kearns, Council Member Marchbanks

7 yea/ 0 nay

Motion passed

- 13. CY26-03 A resolution approving the submission of Capital Improvement Funding Requests

Motion by Marchbanks to approve CY26-03 A resolution approving the submission of Capital Improvement Funding Requests.

Seconded by Hutten

Public Comment: None

Council Debate: None

Voting Yea: Mayor McLaughlin, Vice Mayor Beck, Council Member Patrick, Council Member Hutten, Council Member Taylor, Council Member Kearns, Council Member Marchbanks

7 yea/ 0 nay

Motion Passed

- 14. FY26-13NCO Introduction of an Ordinance providing for the amendment of the city held accounts in fiscal year 2026 - closing Capital Project CP19-06 DRC Composting Facility (Public Hearing 03-09-2026)

Motion made by Beck to introduce FY26-13NCO An Ordinance providing for the amendment of the city held accounts in fiscal year 2026 - closing Capital Project CP19-06 DRC Composting Facility (Public Hearing 03-09-2026).

Seconded by Beck

City Treasurer Sadler

Public Comment: None

Council Debate: None

Voting Yea: Mayor McLaughlin, Vice Mayor Beck, Council Member Patrick, Council Member Hutten, Council Member Taylor, Council Member Kearns, Council Member Marchbanks

7 yea/0 nay

Motion Passed

- 15. Approve amendments to Gustavus Endowment Fund Grant Policy and Procedure

Motion by Kearns to approve amendments to Gustavus Endowment Fund Grant Policy and Procedure.

Seconded by Partrick

Public Comment: None

Council Debate:

Kearns

Voting Yea: Mayor McLaughlin, Vice Mayor Beck, Council Member Patrick, Council Member Hutten, Council Member Taylor, Council Member Kearns, Council Member Marchbanks

7 yea/0 nay

Motion passed

CITY COUNCIL REPORTS

- 16. Mayor Monthly Report

McLaughlin submitted a written report and provided an oral summary.

Clarifying Questions: None

CITY COUNCIL QUESTIONS AND COMMENTS

Taylor - Conservation Lands Advisory Committee gallery show

PUBLIC COMMENT ON NON-AGENDA ITEMS

Johan Janse Van Rensburg

Whittney Rapp

Leah Okin

EXECUTIVE SESSION

- 17. To discuss matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the City of Gustavus: To discuss matters related to borough formation petition.

Motion by Beck to go into executive session to discuss matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the City of Gustavus: To discuss matters related to borough formation petition.

Seconded by Hutten

Voting Yea: Mayor McLaughlin, Vice Mayor Beck, Council Member Patrick, Council Member Hutten, Council Member Taylor, Council Member Kearns, Council Member Marchbanks

7 yea/0 nay

Motion passed

Mayor McLaughlin closed the General Meeting at 8:44P.M.

At this point the Clerk assigned city council to a breakout room and the members of the public remained in the main room. *(City council members attending virtually are not permitted to attend executive session per ordinance 2.40.140k)* Clerk locked door to chambers and posted a sign for executive session.

Mayor McLaughlin opened the Executive Session at 8:50P.M.

Motion made by Patrick to end executive session and reconvene the general meeting by unanimous consent.

Seconded by Marchbanks

Hearing no objections, the motion passed by unanimous consent.

Mayor McLaughlin closed the Executive Session and opened the General Meeting at 9:14P.M.

No further action was taken.

ADJOURNMENT

With no further business and hearing no objections, the meeting was adjourned at 9:14PM.

POSTED ON: February 4, 2026 at P.O, Library, City Hall & <https://cms.gustavus-ak.gov/>

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Sally A. McLaughlin, Mayor

Date

Attest: Liesl M. Barker, City Clerk

Date



CITY OF GUSTAVUS CITY COUNCIL SPECIAL MEETING

Monday, February 23, 2026 at 6:00 PM
Gustavus City Hall

COUNCIL MEMBERS

Mayor Sally McLaughlin
Vice Mayor Lucas Beck
Council Members: Renee Patrick,
Justin Marchbanks, Karen Hutten,
Jim Kearns, Mike Taylor

CITY HALL

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Phone: 907-697-2451
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MINUTES- PENDING

VIRTUAL MEETING INFORMATION

<https://tinyurl.com/5x32a6uh>

ID: 515 501 9406

PASSCODE: 5589

TEL: 253-215-8782

ROLL CALL

PRESENT

Mayor Sally McLaughlin
Vice Mayor Lucas Beck
Council Member Karen Hutten
Council Member James Kearns
Council Member Justin Marchbanks

ABSENT

Council Member Renee Patrick (unexcused)
Council Member Mike Taylor (unexcused)

Reading of the City of Gustavus Mission Statement

Mission statement read by Kearns.

NEW BUSINESS

1. Discussion on feasibility study regarding formation of borough in the Icy Strait region.

Topics for discussion include:

- Whether or not to collectively hire a consultant to assess the feasibility of a borough including the communities of Elfin Cove, Pelican and Gustavus.
- The study could include information on:
 - the extent of local support for the borough
 - ability to meet Local Boundary Commission standards
 - economic viability and tax revenue
 - ability to provide essential services
 - pros and cons of different borough models



- impacts on the communities involved
- Other considerations

This discussion is just to assess whether the city would like to commission a feasibility study, not on whether the city would like to take action on borough formation, at this time.

Motion by Beck to open discussion on feasibility study regarding formation of borough in the Icy Strait region.

Seconded by Marchbanks

Public Comment: None

Council Debate:

- Marchbanks
- McLaughlin
- Kearns
- City Administrator Leary
- Hutton

2. Approve hiring a consultant, Kathie Wasserman to conduct a feasibility study regarding formation of borough in the Icy Strait region.

Motion by Hutten to approve to hire a consultant, Kathie Wasserman to conduct a feasibility study regarding formation of borough in the Icy Strait region.

Seconded by Beck

Public Comment:

- Whitney Rapp
- Clarifying Question: McLaughlin
- Susan Warner

Council Debate:

- McLaughlin
- Kearns

Voting Yea: Mayor McLaughlin, Vice Mayor Beck, Council Member Hutten, Council Member Kearns, Council Member Marchbanks

5 yea/0 nay

Motion Passed

ADJOURNMENT

With no further business and hearing no objections, the meeting was adjourned at 6:22 P.M.

POSTED ON: February 11, 2026 at P.O, Library, City Hall & <https://cms.gustavus-ak.gov/>

ADA NOTICE

City of Gustavus, Alaska
 City Council Special Meeting Minutes - PENDING
 February 23, 2026
 Page 2 of 3

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Sally A. McLaughlin, Mayor

Date

Attest: Liesl M. Barker, City Clerk

Date

**Conservation Lands Advisory Committee
Report for March 9, 2026, City Council General Meeting**

The City of Gustavus Conservation Lands Advisory Committee was established by Resolution CY24-2 in May 2024. Members are:

John Barry	Tanner Horst
Larry Landry	Shelley Owens (Secretary)
Colleen Stansbury	Kathy Streveler
Mike Taylor (Chair)	Susan Warner

Our charge from Resolution CY 24-2

Mission: Provide recommendations, strategies, and supporting documentation to the City on oversight and stewardship of conservation lands within the City boundaries.

Scope: The committee's efforts shall be limited to undeveloped lands recognized or formally identified for their conservation values. Developed properties and City lands with industrial or intensive recreational uses are outside the committee's scope.

Activities may include:

- Develop a framework for Memoranda of Understanding (MOUs), comment on management plans, joint projects, and title transfers with owners of conservation lands and conservation easements on those lands.
- Help develop formal deed instruments for full protection of all conservation lands.
- Participate in management planning on the City's behalf.
- Advise private owners in designating protection for the golf course area.
- Advise or facilitate transfer or association of private parcels to larger conservation units.

We last reported on December 8, 2025. Following Southeast Alaska Land Trust's successful conclusion of a five-year temporary conservation easement in June with the DeBoer Family to protect the 187 acre Beach Meadows tracts, we were awaiting results of Southeast Alaska Land Trust's application for a US Fish and Wildlife Service grant under the North American Wetlands Conservation Act to fund a perpetual conservation easement for the Beach Meadows. And, we were printing materials and planning for our January exhibit of conservation maps and descriptions at the Gustavus Community Center with an opening reception scheduled for Jan 9, 2026.

The Committee has since met on January 4, 2026, at the GCC to set up the exhibit, and on Feb 6, 2026, for regular business at City Hall. We are pleased to report progress toward our assigned directives.

Beach Meadows Conservation Easement

The Southeast Alaska Land Trust's 2025 grant application for funding under the North American Wetlands Conservation Act (NAWCA), of a perpetual easement was not successful. However, feedback and encouragement from reviewers was so positive that SEALT decided to re-apply in 2026. As of August 4th, 2025, the US Fish and

Wildlife service has received \$102.9 million for wetland conservation projects under NAWCA through public-private partnerships.

<https://www.fws.gov/press-release/2025-08/interior-department-announces-1029-million-wetland-conservation-projects>

Furthermore, in 2026 SEALT will also be applying to another US Fish and Wildlife fund under a National Coastal Wetlands Conservation (NCWC) grant for up to a million dollars, and through yet an additional solicitation for private funding.

<https://www.fws.gov/service/national-coastal-wetlands-conservation-grants>

A critical factor in favorable reviews of the first NAWCA grant application was the amount and quality of community engagement in the project. From initial project seed money from the City to citizen participation in the Beach Meadows photo contest and gallery reception in May, the people of Gustavus have shown how deeply these lands are valued by the community. The successful Lands Maps exhibit at the Community Center, will undoubtedly bolster these next grant opportunities.

Conservation Lands Mapping and Descriptions—GCC Exhibit

In addition to protection for the Beach Meadows (Golf Course) lands, the City of Gustavus Conservation Lands Advisory Committee was initially charged in 2025 to conduct and compile an inventory of local conservation lands. In January, 2026, the Committee hosted an exhibit at the Gateway Gallery of the Gustavus Community Center featuring maps of Gustavus conservation lands. The maps were annotated to include text descriptions and conservation measures for each tract, and related materials such as management plans and access information. The January 9 reception was postponed to January 30 due to heavy snow. The reception was a popular winter event with 43 people attending.

Exhibit left side



Exhibit right side



With the help of the City Clerk, a link and instructions to download a map and free app to a phone are now available on the City C-LAC web site. At the reception Susan Warner demonstrated how to use the map app Avenza on the Gustavus Beach Meadows and distributed instruction handouts.

The Southeast Alaska Land Trust kindly sent their staff member Bailey Williams to attend the Gallery exhibit reception. She answered questions and described SEALT’s work to secure funding for the perpetual easement—a high priority for 2026. Bailey

also contacted two local bird enthusiasts who can help to see if data from the Gustavus Christmas 2025 bird count might be useful in future grant applications.

Exhibit reception



SEALT’S Bailey Williams at reception



The Committee hopes to repeat the exhibit in September 2026, when more summer seasonal folks can see it. Committee members are working with the City Clerk to post the exhibit contents to the committee’s city web site. So, stay tuned.

We are grateful to John Barry for developing land maps, the City of Gustavus for covering map printing costs, Colleen Stansbury for donating the Gallery fee and supplying beverages for the reception, Susan Warner for arranging for printing of SEALT exhibit materials and for organizing reception food, and Lillian Ruedrich for printing and mounting photos. The exhibit was mounted by Susan Warner, Lillian Ruedrich, Betty Hanson, Tanner Horst, and Mike Taylor. Thanks to Breanna Lawson at the GCC for promotion of the exhibit and reception.

TNC Gustavus Forelands Preserve

The committee’s team of Kathy Streveler, Tanner Horst, Larry Landry, and Colleen Stansbury monitor developments with The Nature Conservancy Gustavus Forelands Preserve. TNC has been short staffed in Alaska this year. We hope to resume discussions with them soon.

The committee will meet at 3:00 pm, Friday, March 1, 2026, at City Hall. Interested members of the public are welcome to join us in person or by Zoom.

Mike Taylor
Conservation Lands Advisory Committee Chair

Library Quarterly Staff Report — March 2026

Gustavus Public Library : 907.697.2350

Melisa Gomb, Library Administrative Director melisa.gomb@gustavus.lib.ak.us

Morgan Park, Public Services Librarian morgan.park@gustavus.lib.ak.us

General Library Statistics	December	January	February
Library Visitors	357	664	674
Books Checked Out	260	354	585
Movies Checked Out	66	124	175
Interlibrary Loans Checked Out	19	28	23
Digital Materials Checked Out	224	231	191
Other Materials Checked Out	14	21	63
Events Hosted at/by Library	16	28	47

Programming List for Winter 2026

- Makers Meetings – Ongoing Wednesday Evenings
- The Library Band and Banjo Lessons – Ongoing Thursdays
- Story Walk Trail with New Books Monthly
- Books for Babes – Ongoing Thursdays
- Story hour for Preschool – Ongoing Wednesdays
- Kid’s Learn Music with Kate Boesser – Ongoing Tuesdays (Open to all but please check with Kate before attending)
- Silent Reading – Ongoing Tuesdays
- Plein Air Group is back at the Library! Ongoing Wednesdays
- Legos with Annie! – Ongoing Friday’s (December, January, February)
- Senior Tea Time – Monthly Tuesday Program
- Travel Series: Tom McLaughlin (January)
- Coffee Tasting with Laurie Linn (January)
- Take Your Child to the Library Day! (February)
- Girlscout STEM Kit Grand Opening (February)
- Pizza, Puzzles and Games (December, January, February)
- Get Out the Vote Postcard writing (January, February)
- Ken Burn’s American Revolution Viewing Party (January, February)
- Movie Nights once a month with popcorn and other treats for sale
- Town Hall meeting with Senator Jesse Kiehl and Representative Andi Story

- Bad Art workshop – Librarian Morgan Park helps to free yourself of the shackles of your own expectations
- Gustavus Adult Book Club (Open to all and new books chosen monthly)
- Gustavus School Class Visits
- Test proctoring (driver’s license, EMT, AK Star)
- Curbside Services are still available 7 days a week!

Do you have any programming ideas for the future? Please reach out!

Grant Status

The Library was awarded the previously mentioned **RurAL Cap Foundation Grant** of \$1750 for a 3-part series program this summer called *Cultivating Food Sovereignty in Gustavus* led by Geneva Mottet, a certified Master Gardener with over 20 years of experience in animal husbandry, who has held well attended programs at the library over the last 2 years. This project addresses the high cost and limited availability of fresh food by empowering residents with hands-on skills in small-scale, sustainable protein and vegetable production. The series includes three events that build upon one another, strategically scheduled around the community's existing calendar:

- Meat Rabbit Husbandry & Collaborative Cage Building (August 2026)
- Community Carrot Tasting & Seed Saving Workshop (September 2026)
- Rabbit and Poultry Show at the Gustavus Harvest Festival (September 2026)



This project directly benefits our rural community by:

- Expanding Capabilities through Deep, Practical Skills
- Protecting and Modernizing Subsistence Practices
- Sharing Knowledge & Building Community

More details are [available here](#) on Geneva’s website, and will soon be announced on the Library’s website.

The **Public Library Assistance (PLA) Grant** that we receive yearly accounts for \$7000 of our library materials budget. This year’s funds are being expended monthly. If you have any book requests, please contact the library. If we decide not to purchase the title, we can try to get it free (for now) through Interlibrary Loan.

The **OWL (Online With Libraries) Grant** has also been renewed and continues to greatly reduce the cost of our internet services.

The **Alaska Community Foundation Grant** continues to support all sorts of educational programming.

Staff Training and Professional Development

Melisa and Morgan will both be attending the 2026 *AkLA Conference: Mapping the Future: Libraries in Changing times* in Sitka this March. Melisa has been awarded the AkLA Attendance Award, which covers the \$250 registration fee and provides up to \$1,000 for travel expenses. With our training and travel budget stretched thin this year, this award is especially meaningful and greatly appreciated.

Librarian Morgan has been attending programming and design training for the new city website. She and Liesl have been working diligently on getting the new site up and running.

Finally, our newest addition to the library team is Izabella Andree! She is doing an unpaid internship volunteering at the library to receive high school credit. She is doing a fantastic job helping the librarians with projects, while also learning desk tasks to hopefully one day be a desk volunteer. A big thank you to her!

A Big Thank You to Our Volunteers!

Our volunteers are essential to keeping the library running smoothly and helping our services grow. Many take on special projects during their shifts, and their dedication is truly appreciated. As we transition from our Autumn-Winter volunteer team to our Spring-Summer schedule, we're always happy to welcome new helpers. If you—or someone you know—would enjoy supporting the library, please consider becoming a volunteer!

Thank you to our City Council!

We appreciate all your efforts on behalf of Gustavus.

City of Gustavus
Profit & Loss Budget vs. Actual COG Accrual
 July 2025 through February 2026

	Jul '25 - Feb 26	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Returned Check Charges	37.50			
Admin Fees	5.00			
Business License Fees	2,325.00	3,500.00	-1,175.00	66.4%
Donations	849.70	500.00	349.70	169.9%
DRC Income				
C Chest paid at City Hall	1,007.00			
Community Chest Sales	7,329.25	13,000.00	-5,670.75	56.4%
Landfill Fees paid @ City Hall	31,358.03			
Landfill Fees/Sales	39,083.90	100,000.00	-60,916.10	39.1%
Recyclable Material Sales	12,412.70	7,000.00	5,412.70	177.3%
Total DRC Income	91,190.88	120,000.00	-28,809.12	76.0%
Federal Revenue				
Payment In Lieu of Taxes	168,632.84	150,000.00	18,632.84	112.4%
Total Federal Revenue	168,632.84	150,000.00	18,632.84	112.4%
Fundraising	403.00	500.00	-97.00	80.6%
Grant Income	0.00	15,000.00	-15,000.00	0.0%
GVFD Income				
Ambulance Billing	2,830.06	9,000.00	-6,169.94	31.4%
ASP	890.00	1,000.00	-110.00	89.0%
Training	0.00	150.00	-150.00	0.0%
Total GVFD Income	3,720.06	10,150.00	-6,429.94	36.7%
Interest Income	219.44	88,876.46	-88,657.02	0.2%
Lands Income				
Gravel Pit Gravel Sales	12,056.00	30,000.00	-17,944.00	40.2%
Gravel Pit Bond (Bond - Gravel Pit Contractor)	2,000.00			
Total Lands Income	14,056.00	30,000.00	-15,944.00	46.9%
Lease Income	8,192.39	16,000.00	-7,807.61	51.2%
Library Income	2,125.25	1,000.00	1,125.25	212.5%
Marine Facilities Income				
Facilities Usage Fees				
Landing Craft Use Fee	1,000.00			
Single Use Fee	60.00			
Facilities Usage Fees - Other	0.00	2,600.00	-2,600.00	0.0%
Total Facilities Usage Fees	1,060.00	2,600.00	-1,540.00	40.8%

City of Gustavus Profit & Loss Budget vs. Actual COG Accrual July 2025 through February 2026

	Jul '25 - Feb 26	Budget	\$ Over Budget	% of Budget
Commercial Vessel Registration	1,000.00	12,500.00	-11,500.00	8.0%
Private Vessel Registration				
Kayak Registration	10.00			
Private Vessel Registration - Other	1,300.00	5,000.00	-3,700.00	26.0%
Total Private Vessel Registration	1,310.00	5,000.00	-3,690.00	26.2%
Storage Area Fee	2,100.00	2,600.00	-500.00	80.8%
Total Marine Facilities Income	5,470.00	22,700.00	-17,230.00	24.1%
State Revenue				
Community Assistance Program	77,698.75	58,200.33	19,498.42	133.5%
Shared Fisheries Business Tax	0.00	231.87	-231.87	0.0%
Total State Revenue	77,698.75	58,432.20	19,266.55	133.0%
Tax Income				
Retail Tax Income	403,116.16	450,000.00	-46,883.84	89.6%
Remote Sellers Retail Tax	61,086.01	75,000.00	-13,913.99	81.4%
Room Tax Income	80,880.29	100,000.00	-19,119.71	80.9%
Fish Box Tax	9,000.00	9,000.00	0.00	100.0%
Penalties & Interest	3,878.10	3,000.00	878.10	129.3%
Tax Exempt Cards	160.00	300.00	-140.00	53.3%
Total Tax Income	558,120.56	637,300.00	-79,179.44	87.6%
Total Income	933,046.37	1,153,958.66	-220,912.29	80.9%
Gross Profit	933,046.37	1,153,958.66	-220,912.29	80.9%
Expense				
Administrative Costs	528.00			
Bad Debt	783.40			
Bank Service Charges	7,125.23	11,550.00	-4,424.77	61.7%
Building				
Insurance	18,401.38	20,300.00	-1,898.62	90.6%
Maintenance & Repair	290.77	4,000.00	-3,709.23	7.3%
Total Building	18,692.15	24,300.00	-5,607.85	76.9%
Contractual Services				
Medical Director	4,000.00	10,600.00	-6,600.00	37.7%
City Engineer	840.00	10,000.00	-9,160.00	8.4%
Ambulance Billing Expense	677.86	1,000.00	-322.14	67.8%
Managed IT Services	18,380.00	25,020.00	-6,640.00	73.5%
Contractual Services - Other	16,760.26	25,988.00	-9,227.74	64.5%

City of Gustavus Profit & Loss Budget vs. Actual COG Accrual July 2025 through February 2026

	Jul '25 - Feb 26	Budget	\$ Over Budget	% of Budget
Total Contractual Services	40,658.12	72,608.00	-31,949.88	56.0%
Dues/Fees	5,400.38	11,850.00	-6,449.62	45.6%
Economic Development Services				
GVA	15,200.00	15,200.00	0.00	100.0%
Total Economic Development Services	15,200.00	15,200.00	0.00	100.0%
Election Expense	184.48	250.00	-65.52	73.8%
Equipment				
Equipment Fuel	1,854.35	2,900.00	-1,045.65	63.9%
Equipment Purchase	2,829.90	4,800.00	-1,970.10	59.0%
Insurance	411.01	377.00	34.01	109.0%
Maintenance & Repair	794.80	1,900.00	-1,105.20	41.8%
Equipment - Other	194.48			
Total Equipment	6,084.54	9,977.00	-3,892.46	61.0%
Events & Celebrations	876.71	1,200.00	-323.29	73.1%
Freight/Shipping	16,179.45	30,250.00	-14,070.55	53.5%
Fundraising Expenses	35.73	500.00	-464.27	7.1%
General Liability	12,861.14	19,625.00	-6,763.86	65.5%
Library Materials	2,286.47	10,500.00	-8,213.53	21.8%
Marine Facilities				
Insurance	805.25	3,300.00	-2,494.75	24.4%
Maintenance & Repairs	0.00	500.00	-500.00	0.0%
Total Marine Facilities	805.25	3,800.00	-2,994.75	21.2%
Occupational Health	0.00	500.00	-500.00	0.0%
Payroll Expenses				
Wages	274,913.43	407,512.40	-132,598.97	67.5%
Payroll Taxes	25,731.51	39,118.15	-13,386.64	65.8%
Paid Time off	7,741.08	22,878.92	-15,137.84	33.8%
Sick Leave	3,605.27	7,883.30	-4,278.03	45.7%
Health Insurance (company paid)	34,092.36	23,645.52	10,446.84	144.2%
Health Insurance Stipend	5,000.00	12,000.00	-7,000.00	41.7%
457(b) Employer Contribution	9,350.22	28,532.75	-19,182.53	32.8%
Workers Comp Insurance	9,993.57	11,358.61	-1,365.04	88.0%
Payroll Expenses - Other	-14,376.24	1,751.10	-16,127.34	-821.0%
Total Payroll Expenses	356,051.20	554,680.75	-198,629.55	64.2%
Professional Services	852.50	30,000.00	-29,147.50	2.8%
Public Relations	0.00	500.00	-500.00	0.0%
Repair & Replacement Fund	18,554.91	18,554.91	0.00	100.0%

City of Gustavus
Profit & Loss Budget vs. Actual COG Accrual
 July 2025 through February 2026

	<u>Jul '25 - Feb 26</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Road Maintenance				
Snow Plowing	57,785.86			
Road Maintenance - Other	132,747.85	215,000.00	-82,252.15	61.7%
Total Road Maintenance	190,533.71	215,000.00	-24,466.29	88.6%
Social Services				
GCEP dba The Rookery	0.00	8,000.00	-8,000.00	0.0%
Total Social Services	0.00	8,000.00	-8,000.00	0.0%
Stipend	2,160.00	4,000.00	-1,840.00	54.0%
Supplies				
Program	1,078.97	1,550.00	-471.03	69.6%
Supplies - Other	12,448.77	19,700.00	-7,251.23	63.2%
Total Supplies	13,527.74	21,250.00	-7,722.26	63.7%
Telecommunications	15,641.15	21,521.00	-5,879.85	72.7%
Training	4,668.20	19,004.00	-14,335.80	24.6%
Travel	11,748.52	19,638.00	-7,889.48	59.8%
Utilities				
Electricity	4,611.31	10,200.00	-5,588.69	45.2%
Fuel Oil	4,846.35	7,500.00	-2,653.65	64.6%
Utilities - Other	-836.59			
Total Utilities	8,621.07	17,700.00	-9,078.93	48.7%
Vehicle				
Fuel	1,059.21	1,500.00	-440.79	70.6%
Insurance	5,435.11	5,500.00	-64.89	98.8%
Maintenance & Repair	1,079.57	3,000.00	-1,920.43	36.0%
Mileage Reimbursement	922.25	2,000.00	-1,077.75	46.1%
Total Vehicle	8,496.14	12,000.00	-3,503.86	70.8%
Total Expense	758,556.19	1,153,958.66	-395,402.47	65.7%
Net Ordinary Income	174,490.18	0.00	174,490.18	100.0%
Net Income	<u>174,490.18</u>	<u>0.00</u>	<u>174,490.18</u>	<u>100.0%</u>

City of Gustavus
Balance Sheet
As of February 28, 2026

	<u>Feb 28, 26</u>
ASSETS	
Current Assets	
Checking/Savings	
AMLIP Capital Improv Current (0630598.1)	272,727.70
AMLIP Capital Improv Long-Term (0630598.2)	763,773.71
AMLIP Repair & Replacement (0630598.3)	428,525.56
AMLIP Gravel Pit Fund (0630598.8)	33,923.66
AMLIP Reserve (0630598.12)	1,191,208.14
APCM.Endowment Fund	1,766,962.75
FNBA - Checking	321,796.09
FNBA Endowment Fund - Checking	56,559.38
Petty Cash	203.69
Total Checking/Savings	<u>4,835,680.68</u>
Accounts Receivable	5,227.02
Other Current Assets	<u>-6,147.18</u>
Total Current Assets	<u>4,834,760.52</u>
TOTAL ASSETS	<u>4,834,760.52</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	<u>178,998.69</u>
Total Liabilities	178,998.69
Equity	
Fund Balance	3,346,607.68
Opening Bal Equity	1,084,743.57
Net Income	<u>224,410.58</u>
Total Equity	<u>4,655,761.83</u>
TOTAL LIABILITIES & EQUITY	<u>4,834,760.52</u>

Accounts Receivable Detail	
As of 02/28/2026	
\$719.04	Delinquent Sales Tax
\$4,583.90	Ambulance Transport Billing - In Progress
\$25.00	ASP Customer Invoice
(\$100.92)	Net of Other Customer Account Balances
\$5,227.02	Total

FNBA Checking Account - Unrestricted Funds Balance		
As of 02/28/2026		
FDIC: The standard deposit insurance coverage limit is \$250,000 per depositor, per FDIC-insured bank, per ownership category.		
City of Gustavus has a tri-party agreement in place that collateralizes our account, providing protection for the full value of our account balances.		
FNBA Checking Account Balance:	\$321,796.09	
Obligated Funds Currently in Checking Account:		
GVFD	FY26-05 Wildlands Fire Truck	-\$11,000.00
Library	SoA OWL Internet Subsidy	-\$350.00
Unrestricted Funds:		\$310,446.09

Pending Transfers:	Introduced	Pub. Hearing
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Per the Unrestricted Fund Balance Policy (Res. CY18-18), the unrestricted fund balance should be 17-35% of 35% of the current Fiscal year's operating expenses, with a target of 25%.	
FY26 budgeted operating expenses:	\$1,153,958.66
25% =	\$288,489.67
17% =	\$196,172.97
35% =	\$403,885.53

0630598.1 AMLIP Capital Project Current - Funds allocated through NCOs for funded Capital Projects	Date and NCO
---	---------------------

		AMLIP	Project	Remaining	
Admin	CP19-03 Gustavus Beach Improv.	\$4,433.54	\$0.00	\$4,433.54	Moved to AMLIP Current 08/15/2023 - NCO FY24-02
DRC	CP19-06 DRC Composting Facility	\$67,075.85	\$430.00	\$66,645.85	Moved to AMLIP Current 08/15/2023 - NCO FY24-02
DRC	CP21-05 DRC Main Bldg Replacement: Design	\$326.60	\$326.60	\$0.00	Moved to AMLIP Current 08/15/2023 - NCO FY24-02
DRC	CP24-01 DRC Balefill Expansion	\$45,944.19	\$20,654.92	\$25,289.27	Moved to AMLIP Current 05/13/2024 - NCO FY24-13
Admin	CP24-04 Heat Pump Project	\$29,585.71	\$0.00	\$29,585.71	Moved to AMLIP Current 09/11/2024 - NCO FY25-03
GVFD	CP24-05 AFG FEMA Match	\$33,404.77	\$0.00	\$33,404.77	Moved to AMLIP Current 10/21/2024 - NCO FY25-05
Admin	CP25-01 City Hall Meter	\$16,089.26	\$0.00	\$16,089.26	Moved to AMLIP Current 05/12/2025 - NCO FY25-24
GVFD	CP26-02 Fire Fighter 1 Training	\$32,000.00	\$7,139.56	\$24,860.44	Moved to AMLIP Current 10/30/2025 - NCO FY26-07
Admin	Gravel Pit Funds	\$36,300.00		\$36,300.00	Moved to AMLIP Current 01/22/2026 - NCO FY26-11
		(\$445.38)			
	Interest earned FY26	\$8,013.16			Mathmatical error when transferring funds at end of FY25
		\$272,727.70	\$28,551.08	\$236,608.84	

Pending Transfers:		Amount	Introduced	Public Hearing	
FY26-13NCO	DRC Composting Facility	\$66,645.85	2/9/2026	3/9/2026	Close Out
FY26-XXNCO	DRC Expansion	\$45,944.19	3/9/2026	4/16/2026	Close Out

- **Grants/Projects update:**

- Compost Facility

Update – I submitted a FY27 CDS request (Congressionally Directed Spending) for this project to Senator Murkowski's office through the CDS portal. The submission was similar to last year's request except I added 2 new letters of support, photos of the collapsed quonset, and added 5% to the construction budget and 10% to the equipment budget. I indicated that we could still do the project without the equipment which was a chipper and pick-up truck. There is still no NOFO published yet for SWIFR. It is unclear whether there will be more funding for this program.

- DRC - Recycling Center

Update – The PSA (Professional Services Agreement with a NTP (Notice to Proceed) for 15% has been sent so the engineering is moving forward. We had a brief update meeting with the Region 10 project person and will have another one in March.

- Good River Bridge Repair and Embankment Stabilization Project

Update – I checked in again with Nikki Navio of the Denali Commission while at the SE Conference. We will be submitting a supplemental request once we have the 100% design documents which will be in early May at which point we will have a better handle on costs. John Barry and I will be preparing this request with input from RESPEC.

- PIDP – Dock/Floats Protection - MARAD funding

No Update – The grant has been submitted, and we are awaiting notification – one way or the other. We can still resubmit for 2026 pending notification.

[MARAD-250225-001 Updated PIDP Notice of Funding Opportunity | MARAD](#)

- FLAP – Federal Lands Access Program for the sidepath from Good River corner to the NPS Boundary

No Update – The application has been submitted and we are awaiting notification.

- Rural and Tribal Assistance Pilot Program (RTA) Application

No Update – Applications are still being reviewed. Nothing has been posted regarding a notification date.

<https://www.transportation.gov/buildamerica/RuralandTribalGrants>

- FEMA – AFG Water Tender

No Update – The contract has been signed. Extension was requested for the period of performance on 2/9/26. I reached out to FEMA at region 10 because I had not heard a response since I submitted the extension request. This is part of the email I received on 2/24:

Due to the current federal funding hiatus, I will not be able to return emails or telephone calls until I return to duty upon conclusion of the funding hiatus. I will be out of the office starting Tuesday February 17, 2025. Ingrid Mejia Jimenez Preparedness Officer, Assistance to Firefighters Grant (AFG) | Grant Programs Directorate

- Septage Management

Update – I was speaking with one of our representatives at Village Safe Water (VSW) who had contacted me about the next step after the PER, which typically is to submit a capital request for a project based on the PER recommendations. I told her we were nowhere even close to that yet, we have no authority for water/wastewater operations, nor have we had a townhall yet to discuss the options in the PER. I additionally explained about how, the PER, in my view, was not adequately updated to reflect our current situation.

Michelle concurred and suggested that we submit a PER update funding request through VSW based on the changes that occurred during the PER period. One of the many statements in support of needing an update included in the application that Michelle Beadle of VSW prepared for us and describes the main problem as:

“During the summer of 2025 while the preliminary engineering report was being developed, the Juneau wastewater treatment facility notified Gustavus that they would no longer accept any septage from the community, thus making the "no action" alternative non-feasible as well. Septage is piling up in the community with no clear option for disposal. The community is in need of updates to this current PER to reflect the change in circumstances and establish a plan for septage disposal.”

The application requires an approved Letter of Support for the funding request which you have before you today. The funding for the update to the PER is a maximum is 25K, if approved. I recommend we submit this request so we can bring the issues and options to a more current status. Assuming the update funding is approved, and we can move forward, with more current information and hopefully additional options, it will give us and ADEC a better basis on which to have a conversation with council and the public.

From Michelle Beadle:

I wanted to add to this information that, if Gustavus is awarded funding, it would be handled in exactly the same manner as the PER has been with Village Safe Water managing the grant, financials, contractors, etc. An approved PER is required for applying for design/construction funding through the Capital Improvements Project. This is further explained under the header “Construction Application Process” on this page: [Information for Communities Requesting Capital Funding for Water, Sewer or Solid Waste Projects | AK Dept. of Environmental Conservation](#)

- Safe Streets for All (SS4A)

Update –Jim Mackovjak and I met with AML on Friday February 20th for a what is next and who is doing what in the project. AML is the subrecipient for SS4A. They will be sending us an outline of the next steps. Jim will be the primary person who will assist with logistics and outreach for what will be needed to happen in Gustavus.

- Thriving Communities Cohort

Update - We met with AML on 2/20/26 in their office while I was in Juneau for AML legislative meetings to discuss the next steps and to review the company that would best meet our needs for this process. We chose DOWL as the appropriate company from a list of pre-approved contractors. ADOT has sent us a Task Order form to complete as the next step in engaging with DOWL, the City and the community. I still have not heard of any interest other than Justin Marchbanks to engage with the process. I will need to write something up for the NEWS bulletin to solicit interest. It is supposed to be a community driven process.

- **Strengthening Gateway Communities:** We had a meeting with the NPS on 2/27. Among a few EMS items, we discussed EMS/Cruise line passenger transport and the need for GVFD responders to have patient information so they could submit for billing ambulance services. The MOU between GLBA and the City will need to be updated. We also discussed support from the NPS for maintaining the Wilson/Rink Creek Road corridor since it is crucial to all of our power needs and the most expensive road to maintain in our roads budget. There was a discussion about working with Aramark for more readily available and affordable transportation from Bartlett Cove so that local businesses could be frequented. More issues surfaced for discussion. Liesl and Jenn Todd both took notes and will work together to consolidate those for a report that we can send out or post on the website.
- **Storm Event Debrief:** We held a debrief meeting with several stakeholders on the Snow Event. NPS, ADOT&PF, SEARHC, GVFD, DRC, AP&T, and GBC-Roads. We discussed infrastructure issues/damages/future preventative measures; safety issues and concerns, communication; resources and more. Liesl took notes and will be writing up some minutes from that discussion.

- A list of other tasks/items:
 - Ben and I attended the virtual Department of Homeland Security and Emergency Management (DSHEM) Applicant Briefing to learn the process and forms needed to submit recovery projects and to comply with the grant requirements related to damages incurred by the Southeast Winter Storm. We need to submit those before March 18th as we progress to the Recovery Scoping Meeting. This is where we hope to recover the additional costs for snow removal, flood mitigation, and other infrastructure damage.
 - Attended both the Southeast Conference Mid-Session Summit and Alaska Municipal League legislative meetings. Among other sessions and meeting with state planners and AML on our projects , Senator Sullivan gave an update on which he listed airport safety and AWOS funding. I spoke with him asking if there was a priority list for getting repairs to the systems and articulated that missing jet service in Gustavus during the summer season due to AWOS breakdown causes a lot of disruption in the community's tourism industry. He directed one of his staff to contact me. I have not heard back so I will need to reach out to them. We scheduled and met with one presenter who was an attorney representing the PFAS Class Action Lawsuit.
 - Regularly attended scheduled Infrastructure Office Hours and other meetings and seminars, including community engagement, grant/project updates, and our Thriving Communities cohort.
 - Various HR items, including writing and posting Job Announcements for the Fire Chief position.
 - Worked with Melisa and Mark Berry on a RE-VEEP Grant submission for an energy audit and boiler replacement in the library.
 - Provided information to GVFD on the RHTP (Rural Health Transformation Program) funding for which they hope to submit a request for some department training needs. Leah is also working with SEREMS who, as I understand it, will be submitting a regional request.
 - Continued coordination on roads and snow issues

- Council Questions or Comments?

**CITY OF GUSTAVUS, ALASKA
ORDINANCE FY26-13NCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF
THE CITY HELD ACCOUNTS IN FISCAL YEAR 2026 –
CLOSING CAPITAL PROJECT CP19-06 DRC COMPOSTING FACILITY**

BE IT ENACTED BY THE GUSTAVUS CITY COUNCIL AS FOLLOWS:

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

Section 2. For the Fiscal Year of 2026, the following City held account balance transfers are to be made for the reasons stated.

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

CITY HELD ACCOUNTS	Amounts		
	Account Balance*	Amended Balance	Change
CP19-06 DRC Composting Facility <i>Transferring funds and closing out CP19-06</i>	\$ 66,645.85	\$ 0.00	\$ 66,645.85
AMLIP Capital Improv Long-Term <i>This transfer will move funds from AMLIP Capital Current to Capital Improvements Long Term.</i>	\$ 692,626.70	\$ 759,272.55	\$ 66,645.85
Total Change in City Held Account Balances			\$ 0.00

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

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

DATE INTRODUCED: February 09, 2026

DATE OF PUBLIC HEARING: March 09, 2026

PASSED and **APPROVED** by the Gustavus City Council this XX day of _____, 2026.

Sally A McLaughlin, Mayor

Attest: Ben Sadler, City Treasurer

Attest: Liesl M Barker, City Clerk

**CITY OF GUSTAVUS, ALASKA
ORDINANCE FY26-14NCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF
THE CITY HELD ACCOUNTS IN FISCAL YEAR 2026 –
CLOSING CAPITAL PROJECT CP24-01 DRC EXPANSION**

BE IT ENACTED BY THE GUSTAVUS CITY COUNCIL AS FOLLOWS:

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

Section 2. For the Fiscal Year of 2026, the following City held account balance transfers are to be made for the reasons stated.

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

CITY HELD ACCOUNTS	Amounts		
	Account Balance*	Amended Balance	Change
CP24-01 DRC Expansion <i>Transferring funds and closing out CP24-01</i>	\$ 45,944.19	\$ 0.00	\$ 45,944.19
AMLIP Capital Improv Long-Term <i>This transfer will move funds from AMLIP Capital Current to Capital Improvements Long Term.</i>	\$ 694,770.71	\$ 740,714.90	\$ 45,944.19
Total Change in City Held Account Balances			\$ 0.00

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

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

DATE INTRODUCED: *March 09, 2026*

DATE OF PUBLIC HEARING: *April 13, 2026*

PASSED and **APPROVED** by the Gustavus City Council this XX day of _____, 2026.

Sally A McLaughlin, Mayor

Attest: Ben Sadler, City Treasurer

Attest: Liesl M Barker, City Clerk

**CITY OF GUSTAVUS, ALASKA
ORDINANCE FY26-15NCO**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF
THE CITY BUDGET AND CITY HELD ACCOUNTS IN FISCAL YEAR 2026 – ROAD
MAINTENANCE**

BE IT ENACTED BY THE GUSTAVUS CITY COUNCIL AS FOLLOWS:

- Section 1.** Classification. This is a **Non-Code Ordinance**
- Section 2.** For the Fiscal Year of 2026, the following City held account balance transfers are to be made for the reasons stated.
- Section 3.** For the current fiscal year, the City Budget and City held accounts are amended to reflect the changes as follows:

CITY HELD ACCOUNTS	Amounts		
	Account Balance*	Amended Balance	Change
FNBA Checking/Road Maintenance	\$ 321,796.09	\$ 396,796.09	\$ 75,000.00
<i>Funding to be transferred directly to FNBA Checking in advance of road maintenance costs for immediate use. Budget to be amended from \$215,000 to \$290,000.</i>			
AMLIP Capital Improv Long-Term	\$ 763,773.71	\$ 688,773.71	\$ 75,000.00
Total Change in City Held Account Balances			\$ 0.00

- Section 4.** The City held accounts and Budget are hereby amended as indicated.
- Section 5.** Effective Date. This ordinance becomes effective upon its adoption by the Gustavus City Council.

DATE INTRODUCED: *March 9th, 2026*
DATE OF PUBLIC HEARING: *April, 13th 2025*

PASSED and **APPROVED** by the Gustavus City Council this ___th day of _____, 2026.

Sally A McLaughlin, Mayor

Attest: Ben Sadler, City Treasurer

Attest: Liesl M Barker, City Clerk

FOGHORN LAW OFFICE, LLC

Megan J. Costello, Attorney at Law
P. O. Box 240378
Douglas, AK 99824-0378
Phone: 1-907-290-7004
Cell: 907-713-4099
mjcostello@foghornlaw.com

ALASKA STATEWIDE PRACTICE

February 17, 2026

By email

Kathy Leary
City Administrator
City of Gustavus
(907) 697-2451
administrator@gustavus-ak.gov

Re: Letter of Interest to Provide Gustavus' City Attorney services

Dear Kathy,

Thank you for reaching out regarding the City of Gustavus' plan to contract with a new legal counsel for the City Attorney services. I am interested in providing the City of Gustavus with legal services as the City Attorney for Gustavus. I understand this will involve working with the City Administrator, Mayor, and City Council to provide legal guidance and representation on a variety of municipal issues. These may include but are not limited to: ordinance and resolution drafting and review, Open Meetings Act Issues, Public Records Act issues, contract review, employment issues, recommended code changes, and appearance at City Council meetings as requested.

I understand that the City of Gustavus has averaged approximately 40 hours a year on City Attorney services for the past five years.¹ This appears to be on the low end of what I would expect from a community of your size. I am available and can commit to providing City Attorney services at that capacity, as well as at a larger capacity (up to 250 hours a year). If the City's needs arise to more than 250 attorney hours a year, that may still be possible, but my firm will assess whether it may require taking on less other clients.

I will be the attorney responsible for Foghorn Law Office, LLC. We can agree to a government rate of \$285.00 per attorney hour and will honor that rate for FY2026 and FY2027. Our government rate for paralegal services is \$120.00/hour, which we can honor for FY2026 and

¹ This does not include time spent on the Xunaa Borough/LBC appeal.

FY2027. Starting with FY2028, the rates will increase to \$300/hour attorney rate, \$130/hour paralegal rate.

If it becomes necessary to retain any experts, my firm does not advance the costs of those experts. When you have agreed upon the experts to be retained upon your behalf, you will be responsible for paying the retainers for those experts directly and to pay all invoices and bills from those experts directly.

In the course of representation, we may store and access information through a secured cloud site. Unless you direct otherwise in writing, your acceptance of this engagement letter provides us with authorization to do so. It may also be necessary to access email communications while traveling on a public wifi network. Unless you direct us otherwise in writing, your acceptance of this engagement letter provides us with the authorization to do so.

Statements of account will be sent monthly, detailing the services provided and the hours of work. We bill at 1/10 of hour increments. Costs for expenses such as faxes, postage, large photocopies, and all other reasonable out-of-pocket expenses will also be listed on the monthly statements. We will seek approval in advance for any expense costs over \$150.00. Payment for monthly invoices is due by check within 30 days of the date of invoice; interest is assessed at 3% for services unpaid after 30 days.

You have the right, with or without cause, to terminate our services upon written notice to that effect. Subject to the fulfillment of our obligations to maintain proper standards of professional conduct, we reserve the right to terminate our services at any time, with or without cause, upon reasonable written notice to you.

If the above arrangement meets the needs of the City of Gustavus, I will provide a formal engagement letter for your signature.

Thank you and I look forward to working with you.

Sincerely

/s/ Megan J. Costello

Megan J. Costello



City of Gustavus, Alaska
PO Box 1
Gustavus, Alaska 99826
Phone: 907.697.2451
Fax: 907.697.2136

February 09, 2026

State of Alaska, Department of Environmental Conservation
Village Safe Water Program
555 Cordova Street, 4th Floor
Anchorage, AK 99501-2617

To Whom It May Concern,

The community of Gustavus, represented by the Gustavus City Council, is applying for planning funds to evaluate additional alternatives to address septage concerns in the community.

The community is seeking additional funding to update the 2026 Gustavus Septage Management Improvements preliminary engineering report (PER). The community would like additional alternatives investigated that might include the use of a pumper trailer as well as updates to the "no action" alternative that would show the costs and logistics of disposing of the septage at a facility designed to handle or destroy PFAS. Towards the 95% portion of the PER the situation of disposal in Gustavus changed to the point of having no options and some of this was not reflected in the Executive Summary of the final PER. Additional remedies have come to light and we need to investigate those options.

The total amount of planning project funding being requested is \$25,000.

Enclosed with this letter is a completed planning application for this project.

Sincerely,

Kathy Leary
City Administrator
City of Gustavus

Village Safe Water Program Capital Improvement Project Planning Project Application



APPLICATION REQUIREMENTS

All applications must include the following:

- ◆ Planning Project Application (pages 2-4) *Application in any other form will not be accepted*
- ◆ Letter requesting project signed by the applicant
- ◆ Written justification for project costs exceeding the established limits, if applicable.

Application Deadline

All application must be received by 11:59 p.m. on Friday, March 13, 2026.

Application may be submitted to the following:

Email: dec.vswfunding@alaska.gov

Faxes will not be accepted

Mail: Village Safe Water Program
Attention: Carrie Bohan
P.O. Box 11180
Juneau, AK 99811

APPLICATION INSTRUCTIONS

Detailed instructions are provided on pages 5 - 6

APPLICATION REVIEW AND SCORING

All applications received before the deadline will be considered for scoring by applying the eligibility criteria. All eligible applications will be scored using the criteria provided on page 7.

Scoring Committee

A scoring committee will review and score applications according to established criteria. The scoring committee will be made up of representatives from:

	Alaska Department of Environmental Conservation (ADEC)
	US Environmental Protection Agency (EPA)
	US Department of Agriculture, Rural Development (USDA RD)
	Indian Health Service (IHS)
	Alaska Native Tribal Health Consortium (ANTHC)

Scoring Process

If the applicant believes that a scoring error has occurred, they will be provided with an opportunity to inform VSW about the potential error. Only information submitted with the original application will be considered when finalizing the application score.

Village Safe Water Program Capital Improvement Project Planning Project Application



Item #11.

COMMUNITY INFORMATION		
Community Name:		Organization (City, Tribe, Association, etc.):
Gustavus		City of Gustavus
Point of Contact:		Title:
Kathy Leary		City Administrator
Mailing Address:		City: Zip:
PO Box 1		Gustavus 99826
Phone:	Fax:	Applicant Email Address:
(907) 697-2451	(907) 697-2136	kathy.leary@gustavus-ak.gov

ELIGIBILITY INFORMATION		
Community Type <i>Please check the one box that applies to your community</i>		
<input type="checkbox"/>	First class city or home rule municipality with not more than 1,000 residents	
<input type="checkbox"/>	A community with a population between 25 and 1,000 people represented by a Tribal Council, Traditional or Native Village Council, or incorporated nonprofit entity	
<input checked="" type="checkbox"/>	Second class city or Metlakatla (no population limit)	
Previous Planning Projects <i>Please provide information about past planning projects funded by Village Safe Water</i>		
Title	Date Published	Completed by
Gustavus Septage Management Improve	2026	HDR

PROJECT INFORMATION		
Deficiency Level <i>(A must equal B + C + D)</i>		
	Description	# Homes
A	Total number of year-round occupied homes that will benefit from this project.	302
B	Total number of these homes that have previously been served with indoor running water and sewer service via pipes or individual wells and septic systems.	302
C	Total number of these homes that have previously been served with indoor running water and sewer service via community covered haul system.	0
D	Total number of these homes that have never been served with indoor running water and sewer service.	0



PROJECT INFORMATION

Project Title

Gustavus Septage Management Improvements Part 2

Planning Needs

Please provide a brief description of the deficiencies that this planning project would assess.

Gustavus currently has no options for disposing of their septage. The City installed two 10,000 gallon septage holding tanks in 2023 to facilitate septic tank pumping. These tanks provide a place to hold septage that is collected from individual septic tanks from a smaller truck. Previously, the septage was hauled by a pumping service provider for disposal at the Juneau wastewater treatment facility. Due to the presence of PFAS in the Gustavus septage, Juneau is longer accepting septage from the community.

In 2023, the city applied for funding to conduct a preliminary engineering report to evaluate options for constructing a septage treatment facility locally. The funding application was approved, the study began during the summer of 2024, and is in the final stages as of the beginning of March, 2026. While many alternatives were evaluated, geographical, financial, and regulatory restrictions are presenting challenges towards the approval of any studied alternatives.

During the summer of 2025 while the preliminary engineering report was being developed, the Juneau wastewater treatment facility notified Gustavus that they would no longer accept any septage from the community, thus making the "no action" alternative non-feasible as well. Septage is piling up in the community with no clear option for disposal. The community is in need of updates to this current PER to reflect the change in circumstances and establish a plan for septage disposal.

Proposed Planning Project

Please provide a brief description of the planning activities and outcomes that this project will accomplish.

The community is seeking additional funding to update the 2026 Gustavus Septage Management Improvements preliminary engineering report. The community would like an additional alternative investigated that would include the use of a pumper trailer (**Kathy to insert better description**) as well as updates to the "no action" alternative that would show the costs and logistics of disposing of the septage at a facility designed to handle PFAS in the lower 48.

Village Safe Water Program Capital Improvement Project Planning Project Application



Item #11.

PROJECT INFORMATION

Loss of Service

Please provide a description of the duration, frequency, and cause of any system failures occurring during the past 12 months that will be included in the proposed planning effort.

During the summer of 2025, Juneau wastewater treatment facility made the decision to stop accepting septage from Gustavus due to the presence of PFAS. As a result, the septage holding tanks were not able to be emptied. The agreement with the previous pumping service was voided as a result and no tanks were able to be pumped in the community.

Historically, septic systems are known to fail in Gustavus due to the lack of pumping availability. They are on private property and not monitored by the City. There is no data for system failures in Gustavus, only word of mouth. The EPA recommended a pumping interval of 3-5 years. The lack of pumping options also encourages solutions that are not particularly desirable or sanitary.

Planning Project Cost Estimate

<i>Scope Item</i>	<i>Cost</i>
Engineering	\$25,000
Aerial Photography	\$
Geotechnical	\$
Surveying	\$
Water Quality Testing	\$
NEPA/NHPA	\$
Other:	\$
TOTAL:	\$25,000

Cost Estimate Prepared by:

Name:	Title:
Michelle Beadle	Environmental Program Specialist III
Organization:	
ADEC - Village Safe Water	
Phone:	Email Address:
907-269-7536	michelle.beadle@alaska.gov

Eligibility Information

Community Type

The State of Alaska Village Safe Water (VSW) Statute establishes specific types of communities that are eligible for VSW funding. Your community is eligible if it meets one of the community types listed on the application. If your community is not eligible for VSW funding, contact the ADEC Facilities Programs at (907) 465-5143 to find out about other funding opportunities.

Previous Planning Projects

Each community is eligible for only one CIP funded planning project at a time. If your community has an ongoing planning project funded by CIP, the Preliminary Engineering Report or Technical Memorandum must be reviewed and approved by the Multi-Agency Review Committee before a new planning application will be considered.

Sanitation Deficiency System (SDS)

All planning projects must be supported by a Tier 3 project in the SDS database identifying the deficiencies that the planning project will address. Your assigned Alaska Native Tribal Health Consortium (ANTHC) or VSW engineer can complete this requirement.

Project Information

Deficiency Level

Provide the total number of homes that are occupied year-round that will benefit from the proposed project.

Project Title

Provide a title for the proposed planning project.

Planning Needs

Describe the need for the proposed planning project. Identify the specific issues and associated impacts to public health or the environment.

Proposed Planning Project

Describe what the proposed planning project will consider, what studies or planning efforts it will include, and the anticipated project outcomes.

Loss of Service

Describe any system failures occurring during the past 12 months. Include any details such as duration, frequency, and cause of the failure(s). Identify the year in which the infrastructure to be addressed by the planning project was originally constructed and note any upgrades or improvements since.

Planning Project Cost Estimate

Provide a cost estimate using the categories provided. If using the “other” cost categories, provide a label to specify what the category represents.

Required Attachment

Village Safe Water Program Capital Improvement Project Planning Project Application Instructions



Letter Signed by the Applicant

All applications require a letter, signed by the applicant, requesting the project. The letter should explain, in the applicant's own words, why the project is needed. The letter should not be a duplicate letter prepared by an agency or a consultant.

Original, photocopied or scanned electronic versions of the signed letter will be accepted.

An example of a community letter can be found online at:

<https://dec.alaska.gov/media/24841/example-of-community-letter-requesting-planning-funding.pdf>

Optional Attachment

Planning projects that will develop a new Preliminary Engineering Report (PER) and Environmental Report (ER) are eligible for up to \$100,000. Updates to existing PERs and ERs are eligible for up to \$25,000. If the estimated cost of a planning project exceeds these limits, justification for the additional funding must be included with the planning application.

Project Implementation

Project funding for selected projects will be made available in Fall 2026. Projects are anticipated to be complete by the Spring of 2029 for design and construction funding consideration during the 2029 CIP application process.

Village Safe Water Program
Capital Improvement Project
Planning Project Application Instructions



Scoring Criteria

Criteria	Points
PLANNING PROJECT NEED/HEALTH IMPACT	
Describes the level of service or improvement the majority of the planning project will evaluate	
First Service: <i>Fully piped, closed haul, or onsite water and wastewater service to homes not previously served at the proposed service level</i>	40
Water Treatment Plant/Washeteria Upgrade or Replacement in Unserved Community: <i>Upgrade or replacement of a combined water treatment plant/washeteria in a community that lacks water and sewer service to a majority of homes The existing facility to be upgraded or replaced must be at least 25 years old.</i>	40
Regulatory Compliance (Drinking Water only): <i>Address "verified" facility-related regulatory compliance (DEC Drinking Water Program verification required)</i>	40
Erosion and Thawing Permafrost Impacts: <i>Protect, move or replace essential system components endangered by erosion or thawing permafrost</i>	35
Essential Upgrades: <i>Upgrade or replace existing water or wastewater system components that have exceeded their capacity or design life, resulting in present and continuous compromises in health benefits of the system and representing a clear and substantial health hazard</i>	30
Beneficial Upgrades: <i>Upgrade system components or increase operational efficiencies to address intermittent compromises affecting the health benefits of the system. Includes all solid waste improvements.</i>	10
<i>None of the above</i>	0
DEFICIENCY LEVEL	
Describes the level of service of the majority of homes that will benefit from the project	
<i>Never been served with running water and sewer service</i>	20
<i>Currently served by truck or trailer water and/or sewer service</i>	10
LOSS OF SERVICE/AGE OF INFRASTRUCTURE	
Describes the frequency of loss of service or age of infrastructure to be improved	
<i>Regular and/or extended loss of service. Requires details about the duration, frequency and extent of lost service over the past 12 months.</i>	10
<i>More than 30 years old</i>	5
<i>None of the above</i>	0
PRIMARY FACILITIES ADDRESSED BY PLANNING DOCUMENT	
<i>Water and/or Sewer PER</i>	10
<i>Solid Waste PER</i>	5
LOCAL CAPACITY	
Reflects the community's capacity for operations and maintenance of sanitation infrastructure	
<i>75 or more O&M Best Practices points</i>	15
<i>60 - 74 O&M Best Practices points</i>	12
<i>50 - 59 O&M Best Practices points</i>	8
<i>35 - 49 O&M Best Practices points</i>	5
<i>0 - 34 O&M Best Practices points</i>	0
APPLICATION QUALITY	
Describes the level of completeness of the application and quality of the supporting documentation	
<i>Information is complete and consistent throughout, demonstrates community involvement in the application, and contains sufficient information to support a request for funding</i>	5

Project Planning: Attachment A
City of Gustavus
PROJECT DEVELOPMENT SHORT FORM

Item #12.

Project Eligibility: All projects may start with a Project Development Short Form. More complex projects will require the Project Development Long Form. Complex projects include those with a multi-phase, multi-year planning and implementation process, significant funding requirement, and/or broad impact.

Does the proposed project represent a complex project? YES NO

If no, please fill out the additional Project Budget section of this form.

Will the proposed project result in a fixed asset (e.g., land, major equipment, building or other structure, road or trail) with an anticipated life of at least two years? YES NO

Will the project provide broad community benefit? YES NO

If you answered yes to any of the above questions, please provide the following additional information.

1. Project title: Grant and Projects Master Dashboard and Compliance Tracker

Project description and benefit. Describe the project in half a page or less, including specific features, stages of construction, etc. Explain how the project will provide broad community impact. How will you identify the number of potential customers/users/affected parties?

This project will be a focused initial engagement to build two tools:

1. A Grant & Project Matrix — a master spreadsheet covering every active and pending project, its funding status, compliance deadlines, next steps, and priority level.
2. A 12-Month Grant Calendar — tied to the matrix, showing upcoming deadlines, reporting due dates, and the recommended order for pursuing new funding.

This will culminate with a virtual review session to walk through everything together.

This integrated management tool will provide the council, staff and the public with a comprehensive document on which to base decisions, prioritize projects and identify funding resources. Think of it as a master project funding portfolio and tracking tool.

2. Plans and progress. Describe in one or two paragraphs what has been accomplished so far (if anything). This may include feasibility study, conceptual design, final design/engineering/permitting, fundraising activity, and total funds raised to date.

I initially met with Erin Heist of Alcyon Consulting – a Grantwriting and Consulting Service Company on Feb 13, 2026. We discussed the city’s need to have a master matrix of our grants, proposed grants, funding sources and potential funders as well as grant deliverables/reports and a timetable/Calendar. We will work with her to provide the data that is required to seed the Project Matrix. I have already provided her with several documents.

3. Project cost:

A. TOTAL COST (including funds already secured) = **\$ 6,500.00**

B. For construction projects, break out preconstruction costs (feasibility/design/permitting):

Preconstruction costs = \$ N/A Construction costs = \$ N/A

4. Timeline: Indicate when you hope to complete each phase of the project.

The total fixed fee for services is Six Thousand Five Hundred Dollars (\$6,500.00), payable in two equal installments:

(1) \$3,250.00 due upon execution of this Agreement to initiate work; and

(2) \$3,250.00 due upon delivery of all final deliverables. The Contractor will provide a written invoice for each installment. The timeline would be approximately 6 weeks.

A. For projects that consist of land or equipment purchase only, state when the purchase would be made: N/A

For construction projects: N/A

B. Preconstruction phase to be completed by N/A.

C. Construction phase to be completed by N/A.

5. Provide a quality digitized photo, drawing, map, or other graphic image of your project if possible.

See attached proposal from Alcyon Consulting

6. Date and name of person submitting form.

Kathy Leary, City Administrator 03-03/2026

Project Budget

\$6,500

This would be considered a Professional Services category for the project.

GRANT CONSULTING AGREEMENT

This GRANT CONSULTING Agreement ("Agreement") is made by and between the Contractor "Alcyon Consulting" and the Client "City of Gustavus" (collectively referred to as the "Parties") with an effective date of _____, 2026 ("Effective Date").

1. Services.

The Contractor agrees to provide the following grant and project planning services:

- Task 1: Grant & Project Matrix

The Contractor will build a comprehensive master spreadsheet covering all active and pending City of Gustavus projects. For each project, the matrix will capture:

- Project name, description, and current status
- Funding secured to date and remaining funding gap
- Grant programs pursued, amounts requested, and outcomes
- Active grant agreements, reporting deadlines, and compliance requirements
- Recommended priority level and identified next steps
- Notes and contacts for key partners (e.g., DOT, AML, Denali Commission)

- Task 2: Grant Calendar

The Contractor will build a 12-month grant calendar that includes:

- Upcoming grant deadlines relevant to the City's priority projects as identified in the CIP Analysis conducted by HDR
- Reporting due dates for all active awards
- Projected NOFO dates for future funding opportunities

- Task 3: Deliverable Review Session

The Contractor will conduct one virtual review session (approximately 60 minutes) to walk the Client through the completed deliverables and answer questions.

2. Deliverables.

Upon completion, the Contractor will provide the Client with:

- One completed Grant & Project Matrix (Excel or Google Sheets format)
- One 12-month Grant Calendar (Excel or Google Sheets format)
- One written executive summary of recommended next steps and top funding priorities
- One 60-minute virtual review session

3. Term. This Agreement shall be effective as of the Effective Date and will continue until all deliverables have been accepted by the Client, unless otherwise terminated in accordance with Section 10. The project is anticipated to be completed within six (6) weeks of commencement. The fees specified in this Agreement are valid through March 15, 2026.

4. Fees. The total fixed fee for services is Six Thousand Five Hundred Dollars (\$6,500.00), payable in two equal installments: (1) \$3,250.00 due upon execution of this Agreement to initiate work; and (2) \$3,250.00 due upon delivery of all final deliverables. The Contractor will provide a written invoice for each installment. The Subcontractor shall be solely responsible for paying all income, revenue, or other taxes incurred in connection with the compensation received under this Agreement.

5. Payment. The Client shall not make any payment to the Contractor unless and until it verifies that all services for which payment is requested have been fully and satisfactorily performed. Approved payments shall be made within fifteen (15) days following receipt of invoice from the Contractor. There are no travel costs associated with this Agreement. All work will be performed remotely. Should in-person travel be requested by the Client, all travel, per diem, lodging, and ground transportation will be billed at cost and must be approved in writing by the Client in advance.

6. Client Responsibilities.

The Client will ensure that the Contractor has access to necessary systems and documents to complete the Services. Specifically, the Client agrees to:

- Provide relevant documents within five (5) business days of the kick-off call, including the Capital Improvement Plan (CIP), monthly administrator grant update reports, and prior grant applications and grant reports for active grants
- Designate a primary point of contact for communications and document review
- Make the designated point of contact available for a kick-off call and a final review session
- Share documents via Google Drive or a mutually agreed file-sharing platform
- Provide written feedback on draft deliverables within seven (7) business days of receipt

It is the sole responsibility of the Client to provide appropriate, accurate information to the Contractor. Should the information not be accurate, the Contractor bears no liability.

7. Contractor Representations and Warranties. The Contractor represents and warrants that they are fully qualified to complete the Services through education and experience, including extensive background in Alaska state and federal grant programs, grant writing, and project management.

8. Confidentiality.

The Contractor agrees that all Confidential Material, as defined below, is the exclusive and confidential property of the Client and must be protected as such. "Confidential Material" includes, without limitation, internal financial information, grant applications and supporting documentation, project plans, and all information pertaining to the City of Gustavus's operations, funding strategy, and affairs. The Contractor agrees to the following covenants:

- a. At any time during the term of this Agreement and thereafter, the Contractor shall use Confidential Material only in the performance of the contracted services and must not use Confidential Material for their personal benefit or for the benefit of any person or entity other than the Client.
- b. At no time may the Contractor use, copy, or transfer Confidential Material other than as necessary in carrying out the Services, without first obtaining the Client's prior written consent.
- c. Upon termination of this Agreement, the Contractor shall promptly deliver to the Client all records, documents, and other materials in any format made by the Contractor or which came into their possession during the term of this Agreement, concerning the business and affairs of the Client. The Contractor retains the right to reference the Client's name in the Contractor's client list and to use non-confidential, anonymized portions of deliverables as examples for prospective clients.

9. Indemnification by Contractor. The Contractor agrees to defend, indemnify, and hold harmless the Client against any and all losses, claims, actions, or liabilities arising from a breach of this Agreement or the negligent acts or omissions of the Contractor.

10. Indemnification by Client. The Client agrees to defend, indemnify, and hold harmless the Contractor against any claims arising from a breach of this Agreement or the negligent acts or omissions of the Client.

11. Ownership. Upon full payment by the Client, all materials, work product, and deliverables produced by the Contractor under this Agreement shall be the sole and exclusive property of the Client. All work prepared by the Contractor shall be considered "works made for hire" as contemplated by Sections 101 and 201 of the United States Copyright Act of 1976, as amended.

12. Termination. This Agreement may be terminated by the Client with written notice. The Contractor may terminate with thirty (30) days' written notice. In the event of termination, the Contractor shall be compensated for work performed prior to the termination date, prorated against the total fixed fee based on percentage of work completed. Upon termination, all materials must be returned to the Client.

13. Independent Contractor. The Contractor is an independent contractor for all purposes and shall not be considered an employee of the Client. The Contractor will be solely and entirely responsible for its acts and for maintaining all appropriate business licenses, worker's compensation insurance, and other insurance. The Contractor is responsible for all taxes and other withholdings from any compensation received under this Agreement.

14. Assignment. The Contractor may not assign or transfer this Agreement without the prior written consent of the Client. The work required under this Agreement will be performed by Erin Heist, Alcyon Consulting.

15. Amendment. This Agreement may be amended only with mutual written consent. Any changes, additions, or deletions to the scope of services shall be agreed upon in writing by both parties before work on the changed scope begins.

16. Integration. This Agreement represents the entire integrated agreement between the Client and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

17. Notices. Notices shall be in writing and delivered via personal delivery, U.S. mail, or email to the addresses identified by each party.

18. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Alaska.

19. Assumptions and Limitations. While the Contractor will put forth the most thorough and competitive work product possible, the success of grant applications ultimately depends on various external factors including the grant review process, funder priorities, and competition. The Contractor makes no guarantee of funding outcomes. This Agreement is not an exclusive arrangement; both parties are free to enter into similar agreements with other parties, provided no conflict of interest arises.

CITY OF GUSTAVUS

PO Box 1
Gustavus, AK 99826

ALCYON CONSULTING

407 Irwin St
Juneau, AK 99801
Phone: 907-957-1728
Email: erin@alcyonalaska.com

AUTHORIZED BY:

CITY OF GUSTAVUS

Signature

Kathy Leary
City Administrator

Date

ALCYON CONSULTING

Signature

Erin Heist
Owner

Date

MASTER SERVICES AGREEMENT

THIS Master Services Agreement effective this 10 day of March 2026, by and between the City of Gustavus (hereinafter referred to as the "Client"), and RESPEC Company, LLC a limited liability company organized and existing under the laws of the state of Alaska with an office at 9109 Mendenhall Mall Rd, Suite 4, Juneau, AK 99801 (hereinafter referred to as the "Consultant").

WITNESSETH:

This Master Services Agreement is agreed such that the Consultant can provide design, permitting, reviews of construction documents, bidding support, construction administrative, and other engineering related services in support of the Client's Operations. Other services may include, but are not limited to, planning, survey, and geotechnical support.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope and Performance of the Work.

The Consultant shall provide design, permitting, reviews of construction documents, bidding support, and construction administrative services, as requested by Client, in support of the Client's Operations. The Consultant shall provide all labor and materials necessary for this scope of work (the "Services") as more fully described in any Task Orders associated with this Master Agreement (hereinafter referred to as the "Work"). Any change in the Work shall be authorized in writing by a Separate Task Order or Change Order and the adjustment to the consideration to be paid Consultant and/or the time for completion of the Work as determined by mutual acceptance.

2. Commencement and Term of the Agreement.

The Master Services Agreement shall commence on March 9, 2026, and shall end on March 9, 2029, unless earlier terminated or renewed in writing by the parties.

Any work associated with Task Orders shall identify specific schedules and the cost of the related work activities. The Consultant shall perform the work in conformance with the cost and specifications provided by the Task Order.

3. Consideration.

- a. For the successful completion of the Scope of Work, the Consultant shall be paid amounts on a time and materials basis or on a fixed-price lump sum basis as more fully described and agreed to in the related Task Orders.
- b. Unless otherwise specified and agreed in a Task Order, hourly rates will be invoiced at the hourly rates provided in Attachment C. Billing rates shown in Attachment C are subject to annual increase. Any increase in Consultants hourly rates shall be provided 60 days in advance of Consultant performing any work utilizing the new rates.
- c. Payment to the Consultant shall be thirty (30) days after receipt of an invoice from the Consultant. The invoice will be in the format specified by the Client and shall contain at a minimum the time period, time spent on each discrete task (for Time and Materials based

contracts), and description of services provided. The invoice shall be submitted to the Client's Delegated Representative.

- d. In the event the Work will go beyond the scope of Services originally stated in this Agreement or any Task Order, Consultant and Client may sign a mutually acceptable amendment to the Agreement in writing and executed by both Parties. If the parties cannot agree to an amendment to accommodate additional services, the contract, or any Task Order issued thereunder, may be terminated by the Client upon the conclusion of such amendment discussions. No work shall be performed by Consultant, or paid for by client, beyond that agreed to, in advance and in writing, by the parties.
 - e. Upon Consultant's completion of Work or delivery of Work Product as set forth in the Task Orders, Client shall have sixty (60) days to notify Consultant in writing of any nonconformance of the Work or Work Product under this Agreement. If Client does not notify Consultant in writing within sixty (60) days of completion or delivery of the Work or Work Product of any nonconformance, the Client shall have accepted delivery of the Work or Work Product. In the event Client notifies Consultant of nonconformance within sixty (60) days of completion or delivery of the Work or Work Product, Consultant shall have sixty (60) days to remedy the nonconformance. This paragraph shall not limit Client's legal rights other than the right to reject nonconforming work.
4. Delegation of Authority. The following personnel are hereby authorized to act as official representatives for the specific purposes shown.

Client's Contracting Representative

Sally McLaughlin, Mayor
PO Box 1
Gustavus, AK 99826
907-697-2451
mayor@gustavus-ak.gov

Authority

Approve and issue change orders but only when within the spending authority of the Mayor. All other agreements/change orders must be approved by the City Council.

Client's Delegated Representative

Kathy Leary, City Administrator
PO Box 1
Gustavus, AK 99826
907-697-2451
Kathy.Leary@gustavus-ak.gov

Authority

Assign work, approve invoices and time records, inspect and accept work in process or completed, furnish technical operating procedures and liaison.

Consultant's Contracting Representative

Matthew Emerson
2700 Gambell St
Anchorage, AK 99503
907-743-3200
Matthew.Emerson@respec.com

Authority

Approve and issue change orders.

Consultant's Delegated Representative

Matthew Emerson
2700 Gambell St
Anchorage, AK 99503
907-743-3200
Matthew.Emerson@respec.com

Authority

Assign work, approve invoices and time records, inspect and accept work in process or completed, furnish technical operating procedures and liaison.

5. Safety Precautions. In performing the Work, the Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property.
6. Proprietary Information. The Consultant shall not directly or indirectly disclose to any third person or use for the benefit of the Consultant or any other party, either during or after the term of the Contract, any secret or proprietary information of the Client, whether relating to the work performed hereunder or to the business and affairs of the Client, or any client of the Client, including the Client's manuals or procedures, without the prior written consent of the Client.
7. Intellectual Property Rights. The Consultant is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Pre-Existing Materials, including Intellectual Property Rights therein. All Work Product shall become the property of Client, provided that Client performs all duties and obligations under this Agreement, including but not limited to prompt payment of all sums due under this Agreement. For purposes of this Agreement:
 - a. "Intellectual Property Rights" means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world. The parties acknowledge and agree that Consultant shall retain ownership of all preexisting Intellectual Property Rights, inclusive of but not limited to all materials, proprietary methodologies and other creative tangible forms of expression created or owned by Consultant prior to commencement of this Agreement and used in connection with this Agreement and/or incorporated into the services the "Pre-Existing Materials" including but not limited to drawings, specifications, calculations, maps, reports, photographs, samples and other documents whether existing in tangible or electronic form. Consultant retains ownership of its Pre-Existing Materials processes, procedures, know-how and other Intellectual Property Rights pertaining to its ability to continue the same or similar work with existing and future clients and customers.
 - b. "Work Product" means the deliverables and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by, or on behalf of, Client solely or jointly with the Company or others (i) in the course of performing the Services or other work performed by or on behalf of Client in connection with the Services, the Work, or this Agreement or (ii) at any time during the Term or the six month period after expiration or termination of this Agreement based on, derived from, or otherwise using the Client's Confidential Information or Client Materials or resulting from any use of the Client's facilities, personnel, or other resources, and all printed, physical, and electronic copies and other

tangible embodiments of any of the foregoing. Consultant shall be entitled to retain copies of such materials for its files and records.

- c. Any unauthorized use, reuse, or any alteration of the Consultants designs, drawings and specifications, without written verification, completion, or adaptation by the consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant.
8. **Standard of Care.** Consultant shall provide professional services necessary to complete the Work consistent with that level of skill and care ordinarily exercised by members of the Consultant's profession for a project of a similar size, scope, and complexity in a similar geographic location at the time the services are provided and consistent with all applicable local, state, and federal laws and regulations. No other warranty or representation about the performance of the Work, express or implied, is intended or included in this Agreement or in any other document or report furnished by Consultant.
9. **Publications.** The Consultant shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, except with the prior written consent of the Client.
10. **Technical Data.** All evaluations, reports, records, and other work products relating hereto or produced by the Consultant pursuant to this Contract shall be considered technical data and subject to the provisions of the Proprietary Information clause of this Contract.
11. **Insurance.** The Consultant shall purchase and maintain such insurance as shown in Attachment A.
12. **Mutual Waiver.** To the fullest extent permitted by Laws and Regulations, Client and Consultant waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Services, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.
13. **Indemnification.**
- a. *Indemnification of Client.* Consultant agrees to indemnify Client and hold Client harmless from any third party claims, judgments, losses and damages (including reasonable attorneys fees where recoverable by law), to the extent caused by:
- i. any personal injury, including death, or property damage to the extent caused by the negligence and/or willful misconduct of Consultant or its employees or agents; and/or
 - ii. breach of this Agreement by Consultant or its employees or agents.
- Nothing in the Agreement shall be construed to require the Consultant to indemnify, and hold harmless the Client from and against any and all costs, suits, claims, losses, damages, and expense (including reasonable attorney fees) arising out of any of the negligence and/or willful misconduct of Client.
14. **Non-Solicitation of Employees.** Client hereby agrees that during the Term and for a period of one (1) year after the expiration or earlier termination of the Term, without obtaining the prior

- written consent of the Consultant, Client, nor any of Client's affiliates or representatives shall directly or indirectly, for itself or on behalf of another person or entity ("Restricted Person"), solicit for employment or otherwise induce, influence, or encourage to terminate employment with the Client or any of its affiliates or subsidiaries, any of Consultant's employees with whom the Restricted Person had contact or who became known to the Restricted Person in connection with this Agreement.
15. Disputes. Any dispute arising hereunder shall first be resolved by taking the following steps where a successive step is taken if the issue is not resolved at the preceding step: (1) by the technical and contractual personnel for each party performing this Agreement, (2) by executive management of each party, (3) by mediation, or (4) by litigation. Notwithstanding the dispute, Consultant shall continue to perform its obligations and shall be entitled to payment therefor, unless Client terminates or otherwise suspends performance hereunder.
 16. Force Majeure. Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, act of God, act or omission of carriers or similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.
 17. Conflicts of Interest. Consultant represents that it has full authority to enter into this Agreement, and that Consultant has no contractual obligation with third parties in conflict herewith.
 18. Time. The performance of this work is required on a timely basis to meet the Client's time schedule.
 19. Applicable Law. This Contract shall be governed by the laws of the state of Alaska. Consultant has no authority to enter into any agreement or to incur any obligation on behalf of Client or commit Client in any manner. As an independent contractor, the Consultant is responsible to provide Client with a valid Federal Tax Identification.
 20. Integration. The Consultant shall perform the work in accordance with the specific requirements and any specifications set forth in the clauses and provisions listed herein, attached hereto, incorporated herein, and considered a firm part of the Contract.
 1. Attachment A—Insurance Requirements
 2. Attachment B- General Provisions
 21. Entire Agreement/Contract Interpretation. This Contract constitutes the entire understanding between the parties with respect to the subject matter hereof. This Contract may be modified by subsequent written addenda mutually agreeable to both parties. This agreement shall not be construed against the drafting party.
 22. Assignment. Neither party to this Agreement shall assign this Agreement without the written consent of the other.
 23. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Alaska. The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska, shall be the exclusive jurisdiction and venue for any action of any kind and any nature arising out of or related to this Agreement or any performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed their respective names on the date first above written.

City of Gustavus

RESPEC Company, LLC

By _____
Signature

By _____
Signature

Printed Name Kathy Leary

Printed Name Matthew Emerson

Title City Administrator

Title Senior Vice President

Date _____

Date _____

ATTACHMENT A

INSURANCE REQUIREMENTS

Prior to starting work, the Consultant shall purchase and maintain at its expense commercial general liability and other insurance as set forth below from a responsible insurer authorized to do business in the state where the Project is located and having an A.M. Best rating of at least A VII. Consultant shall furnish satisfactory evidence to the City that the Consultant has complied with the requirements in the form of an insurance certificates and naming the City of Gustavus as additionally insured, and all policies shall be written on an occurrence basis, shall (except Workers Compensation and Professional Liability) include the City, and Consultant's policies shall be primary over any insurance or self-insurance program of any such party. Consultant shall ensure that its subcontractors, at a minimum carry insurance equivalent to the coverages set forth below. The insurance required shall be written for not less than any limits of liability stated in this Contract, in the Contract Documents or as required by law, whichever is greater. The Consultant is solely responsible for determining whether additional coverage or greater limits are required to protect its interests from hazards or claims in excess of the specified minimum insurance. Where special or unusual hazards peculiar to this project are foreseeable, the Consultant shall take such steps as are necessary to insure it against such hazards.

All deductibles and self-insured retentions will be Consultant's sole responsibility.

Commercial General Liability: Consultant will maintain commercial general liability insurance covering all operations by or on behalf of Consultant on an occurrence basis against claims for personal injury, bodily injury, death and property damage (including loss of use). Such insurance will have these minimum limits and coverage:

- A. Minimum limits:
- / \$1,000,000 each occurrence
 - / \$1,000,000 personal & adv injury
 - / \$2,000,000 general aggregate
 - / \$2,000,000 products and completed operations aggregate
 - / \$2,000,000 pollution liability
- B. Coverages
1. The policy shall be written on ISO form CG 00 01 12 07 or equivalent.
 2. Contractual Liability Coverage shall be as provided in CG 00 01 12 07. The policy shall be free from any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01 12 07.
 3. The policy shall be free from ISO endorsements CG 22 94, CG 22 95 or any equivalent endorsement or language.
 4. They policy shall provide for severability of interests.
 5. The policy shall be free from ISO endorsement CG 21 42 or CG 21 43 or any similar endorsement limiting or excluding coverage for Explosion, Collapse and Underground exposures.
 6. The general aggregate shall apply on a "per policy" basis.
 7. The policy shall provide for a waiver of subrogation in favor of the additional insured parties.

8. The policy shall contain additional insured endorsement CG 20 10 04 13 and CG 20 37 04 13 or equivalent as approved by Owner.
9. The policy shall be written to provide coverage on a primary and non-contributory basis.

Automobile Liability: CONTRACTOR will maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos).

- / Minimum Limits: \$1,000,000 combined single limit each accident
- / Coverages:
 - o Additional insured endorsement
 - o Waiver of subrogation
 - o Contractual liability

Workers' Compensation: CONTRACTOR will maintain workers' compensation and employer's liability insurance.

1. Minimum Limits
 - o Workers' compensation- statutory limit
 - o Employer's liability:
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 bodily injury by disease for each employee
 - \$1,000,000 bodily injury disease aggregate
2. Coverages:
 - o The policy shall provide for a waiver of subrogation in favor of the parties required to be named additional insured under the CONTRACTOR'S General Liability policy.

Pollution Liability: CONTRACTOR will purchase pollution liability insurance coverage with all coverage retroactive to the earlier of the date of this Contract and the commencement of CONTRACTOR'S services in relation to the Project as follows:

1. Minimum Limits: \$2,000,000 each occurrence/\$4,000,000 aggregate
2. Coverages:
 - o Contractual Liability
 - o Personal Injury
 - o Bodily Injury
 - o Property Damage
 - o Contractor named Loss Payee
 - o Primary and noncontributory coverage

Waivers of Subrogation: The Consultant waives all rights against the Owner for recovery under subrogation or otherwise to the extent covered by insurance required under this contract or other insurance applicable to the Work, except such rights as the Consultant may have to proceeds of any insurance held by the Owner as fiduciary, if any. The Consultant shall require of the Subcontractor's, Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether the person or entity had an insurable interest in property damaged.

Duration of Coverage: All required coverages will be maintained without interruption during the entire term of this Subcontract plus an additional two (2) years in products and completed operation coverage following final acceptance of the Project by the Owner and at all times thereafter when Consultant may be correcting, removing, or replacing defective Work.

Notice of Cancellation: Consultant will provide prompt written notice to the city prior to any change in or cancellation of any policy required herein such that the insurance requirements herein are no longer materially met. Should any coverage expire prior to completion of Work, proof of renewal of said policy shall be provided to city prior to the expiration date of the policy.

ATTACHMENT B

GENERAL PROVISIONS

1. The price or prices in this Agreement are not subject to change by the Consultant, and no additional charges may be added to the price or prices in this Agreement unless agreed to by the Client in writing.
2. All material, equipment, merchandise, and services furnished under this Agreement shall be subject to the approval of the Client, and the Consultant shall furnish any required submittal data, material, and equipment for such approval. All material, equipment, merchandise, and services furnished hereunder shall be in accordance with the Contract documents, including plans, specifications, general and special conditions, applicable to the Client, and such specifications or technical data shall be deemed incorporated herein by this reference as if fully set forth. Consultant will comply with said specifications and technical data and agrees to be bound thereby in furnishing the material, equipment, merchandise, and services under this Agreement. The Consultant shall, upon the Client's request, promptly submit a copy of all drawings, data, and specifications to the Client.
3. The Client reserves the right to cancel without liability all or any part of the undelivered portion of this Agreement for its convenience, upon giving thirty (30) days written notice and this termination right shall not be limited by any other provision of this agreement. Any contract termination shall be without prejudice to Consultant's right of payment for authorized services performed prior to termination
4. If the Consultant for any reason does not substantially comply with the Client's delivery schedule, the Client, at its option, may either approve a revised schedule or terminate this Agreement without liability to Consultant on account thereof except for services previously performed by the Consultant and without prejudice to any other rights the Client may have on account of the Consultant's default.
5. The Client reserves the right to suspend or cancel services under this Agreement in the event of fire, strikes, or accidents at the Client's plants, discontinuance or substantial reduction in funding or work effort related to this Agreement from the Client's contracting agency or entity, or any other contingency of like or different nature beyond the Client's control.
6. The Consultant will comply with all federal, state, county, and municipal laws, regulations, ordinances, and enactments, existing on the date of this Agreement or which may become effective during the period of performance under this Agreement.
7. If the Consultant ceases to conduct its operations in the normal course of business, including liability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against the Consultant, or a receiver for the Consultant is appointed or applied for, or an assignment for the benefit of creditors is made by the Consultant, the Client may terminate this Agreement without liability except for services previously performed by the Consultant.

8. All prior representations, conversations, or preliminary negotiations shall be deemed to be merged in this Agreement, and no changes will be considered or approved unless this Agreement is modified by an authorized representative of the Client in writing.
9. Acceptance of this Agreement is expressly limited to the terms hereof and no additional or different terms and conditions shall apply unless assented to in writing and signed by the Consultant and the Client.
10. The Consultant shall have the right to make public announcements or disclosures to third parties concerning the general project objectives and the name of the Client as a Client. The Consultant may not make public announcement or disclose information contained in or developed under this Agreement except as authorized in writing by the Client.
11. It is expressly understood that the Consultant is an independent contractor. The actual performance and superintendence of all work hereunder shall be by the Consultant and its Professional Associates, provided, however, the Client, being interested in the results to be obtained, is authorized to designate a representative or representatives, who shall at all times have access to the location where the work is to be performed for the purposes of observing and inspecting same and provided further that such work shall be performed in accordance with this Agreement.
12. If required by the Client, the Consultant shall furnish releases and waivers of liens in such form as may be designated by the Client arising out of the performance of the Agreement. The Client may, if Client has paid the Consultant and if Consultant defaults in its obligation provide lien waivers, procure the release, satisfaction, and discharge of any such claim or lien and deduct all costs and expenses incurred in so doing from any money due or to become due hereunder; or if final payment has been made, the Consultant shall reimburse the Client for all monies paid to discharge any such claim or lien, including the cost and expense thereof.
13. The Consultant shall not assign this Agreement or the whole or any part of any work performed hereunder without the Client's prior written consent.
14. The price for each item covered by this Agreement is inclusive of taxes, permit fees, excises, reproduction expenses, and/or changes which are now or may hereafter be imposed (whether by federal, state, municipal, or other local public authority) with respect to the manufacture and sale of such items or any services to be rendered by Consultant hereunder.
15. EQUAL EMPLOYMENT OPPORTUNITY. Unless exempt by the provisions of Executive Order 11246, as amended, and FAR Section 22.810, the Consultant shall comply with paragraphs (1) through (7) of Section 202 of Executive Order 11246 and the clause set forth in FAR Section 52.222-26.
16. AFFIRMATIVE ACTION FOR REPORTING FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and the clauses set forth in FAR Sections 52.222-35 and 52.222-37.
17. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Rehabilitation Act of 1973, as amended, and the clause set forth in FAR Section 52.222-36.

ATTACHMENT C

HOURLY RATES AND/OR SUBSEQUENT SCOPE OF WORK

RESPEC Alaska 2026 Standard Rates as of 01-01-2026

Civil

Principal Engineer (PE)	\$ 280.00
Senior Engineer (PE)	\$ 240.00
Project Engineer (PE)	\$ 200.00
Staff Engineer (PE)	\$ 180.00
Engineer (PE)	\$ 165.00
Designer	\$ 160.00
EIT	\$ 145.00

Geotechnical & Materials Testing

Senior Engineer (PE)	\$ 230.00
Project Geologist	\$ 185.00
EIT	\$ 145.00
Lab Technician	\$ 140.00

Controls

Senior Engineer (PE)	\$ 245.00
Designer	\$ 185.00

Mechanical

Principal Engineer (PE)	\$ 280.00
Senior Engineer (PE)	\$ 240.00
Project Engineer (PE)	\$ 200.00
Staff Engineer (PE)	\$ 180.00
Engineer (PE)	\$ 160.00
Designer	\$ 155.00
EIT	\$ 145.00

Land Survey Services

Principal (PLS)	\$ 265.00
Senior (PLS)	\$ 230.00
Project (PLS)	\$ 190.00
Staff (PLS)	\$ 175.00
Land Surveyor (PLS)	\$ 155.00
LSIT/Instrument Person	\$ 135.00

Technician/Designer

Production Manager/Lead Designer	\$ 190.00
Senior Technician/Designer	\$ 165.00
Project Technician/Designer	\$ 140.00
Staff Technician/Designer	\$ 130.00
Technician/Designer	\$ 120.00
Junior Technician/Designer	\$ 110.00

Sub & Expenses marked up at no less than 10% above cost

Billing rates above are subject to annual increase

Structural

Principal Engineer (PE)	\$ 280.00
Senior Engineer (PE)	\$ 230.00
Project Engineer (PE)	\$ 195.00
Staff Engineer (PE)	\$ 180.00
Engineer (PE)	\$ 165.00
Designer	\$ 155.00
EIT	\$ 145.00

Electrical

Principal Engineer (PE)	\$ 280.00
Senior Engineer (PE)	\$ 245.00
Project Engineer (PE)	\$ 210.00
Staff Engineer (PE)	\$ 185.00
Engineer (PE)	\$ 165.00
Designer	\$ 160.00
EIT	\$ 145.00

Fire Protection

Principal Engineer (PE)	\$ 280.00
Senior Engineer (PE)	\$ 210.00
Project Engineer (PE)	\$ 195.00
Staff Engineer (PE)	\$ 175.00
Engineer (PE)	\$ 160.00
Designer	\$ 155.00
EIT	\$ 145.00

Project Management

Senior Principal	\$ 300.00
Senior Project Manager	\$ 260.00
Project Manager	\$ 225.00

Word Processing Services

Technical Editor	\$ 135.00
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Planning/GIS Services

Principal Planner/GIS	\$ 250.00
Senior Planner/GIS	\$ 185.00
Project Planner/GIS	\$ 165.00
Planner/GIS	\$ 140.00

In-House Equipment

FARO Lidar Scanner	\$1,000/Day
Matterport Lidar Scanner	\$300/Day
Land Survey GPS Unit Rate	\$200/Day
Hydrolite Echosounder	\$250/Day
Land Survey Scanner	\$1,650/Day

Mayor's Monthly Report

March 2026

Winter is still very much a reality! As the snow and cold weather continues, we are again stretching our resources, both human and financial, to the limit. Additionally, flight and ferry cancellations are challenges that affect freight and transportation needs. City road crews and private plows are doing a fantastic job of keeping access open and I've seen lots of people out still enjoying the recreational opportunities that snow provides. It's beautiful out there, so try to enjoy the snow as best you can, help your neighbors, celebrate the increasing daylight, and spring will be here before you know it!

Xunaa Borough: On Friday, February 27th Hoonah and the LBC filed responses to the appellate brief submitted by our attorney in December. Because two separate briefs were filed, we were given an extra ten days to file our response, now due March 30, 2026. After that, the Court will hear oral arguments and then has up to six months to make a decision.

In the meantime, the city council has approved hiring a consultant to work with me and the mayors of Pelican and Elfin Cove to perform a study to determine the feasibility of forming a borough with our three communities. This study will assess the ability to meet the LBC standards for incorporation, i.e. Relationship of Interest, Resources, Population, Boundaries and Best Interests of the State. The study may also look at the different classifications of boroughs, the extent of local support, impacts on the communities, ability to provide essential services, tax revenue and other considerations as deemed appropriate

The study will determine feasibility only; it is not a statement of support for an eventual borough. It should answer the questions that many of us have asked over the years about what a borough would mean to our community. It would also serve as an important asset for future discussions as to whether to consider borough formation.

It's possible that a study will prove that it is *not* feasible, which is also very valuable information.

The Court case will proceed as the study is underway. If the LBC decision to approve stands, the Xunaa Borough residents will vote on the proposal, which will determine the final outcome. If we prevail in court, then the study will provide us with a head start on looking towards the future. Either way, working collaboratively with our close neighbors will be of benefit in many ways. I have met twice with Pelican Mayor, Barry Bryant and Elfin Cove Chair, Zack Miller and consultant Kathie Wasserman. We plan to have another meeting with Kathie soon to formally begin by sending a letter of intent to the Local Boundary Commission.

Staff Meeting: The February staff meeting was sparsely attended, but we reviewed the draft travel Policy & Procedure. There was a lot of good input and discussion. Vice Mayor Beck and I worked on incorporating the input and sent out an updated draft to the staff, as well as a draft Travel

Authorization Form that Liesl created. We will review these documents at the March meeting and hope to have a final draft for the April General Meeting.

Training: The Alaska Conference of Mayors (ACoM) has initiated a monthly training available to elected officials and support staff. I have attended two of them recently, along with Liesl: Hard Meetings Clinic (or what to do when meeting fundamentals are being stress tested), and Title 29 and Municipal Powers. These are short, concise refresher presentations that I have found very worthwhile.

Saturday Market: Liesl and I are tentatively planning another appearance at the Second Saturday Market, April 11. We would like it to coincide with the new website launch so that we can demo and share that with the public at the same time. Stay tuned.

Other

I spent time this past month on:

- Mugs & Matters at the Fireweed, Fridays at 11 (average 3 visitors/month)
- Worked on amendments to the Endowment Fund Policy & Procedure
- Worked on updating the draft Policy & Procedure for city travel
- Worked on updating the Long-Term Storage Use Agreement
- Met with Liesl, Morgan and Kathy to review the status of the new website
- Attended the Snow Debrief meeting on 2/27
- Attended the Gateway Communities meeting with NPS on 2/27
- Attended one day of the AML Legislative Conference while I was in Juneau for dental work
- Wrote a letter in support of HB25, a bill banning the use of polystyrene containers
- Communications with members of the public

As always, community members, council members and city staff are encouraged to contact me if you have concerns or want to share thoughts or ideas.

Or join me at the Fireweed, Fridays at 11!

Sally McLaughlin, Mayor