

NOTICE OF REGULAR CITY COUNCIL MEETING AT A SPECIAL DATE AND TIME

**TUESDAY, APRIL 28, 2020 @ 6:30 p.m.**

**ADDITION OF EXPENDITURES EXCEEDING \$2 & RESOLUTION 20-04-21-03**

AGENDA  
FOR THE REGULAR MEETING  
OF THE CITY COUNCIL FOR  
THE CITY OF THORNE BAY, ALASKA  
**TUESDAY, APRIL 28, 2020**

**TIME: 6:30 p.m.**

**LOCATION: TELECONFERENCE/VIDEO CONFERENCING LINE**

**WEBEX CONFERENCE LINE: 1-408-418-9388**

**CODE:**

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***THERE WILL BE NO WORKSHOP***

1. CALL TO ORDER:
2. PLEDGE TO FLAG:
3. ROLL CALL:
4. APPROVAL OF AGENDA:
5. MAYOR'S REPORT:
6. ADMINISTRATIVE REPORTS:
7. PUBLIC COMMENTS:
8. COUNCIL COMMENTS:
9. CONSENT AGENDA:
  - a) Approval of the Minutes from the March 3, 2020 Regular City Council Meeting, discussion and action item:
10. NEW BUSINESS:
  - a) Resolution 20-04-21-01, a resolution of the city council for the city of Thorne Bay, establishing the Health Emergency Order No. 1, establishing the Health Emergency Order No.1, related to COVID-19 adopting by reference Health Mandates for the State of Alaska as issued, and further authorizes the mayor to issue health statements on behalf of the city council until the public health disaster emergency no longer exists, discussion and action item:
  - b) Resolution 20-04-21-02, further declaration of emergency health disaster and request for funding from State and Federal Resources, discussion and action item:
  - c) Resolution 20-04-21-03, authorizing payment deferrals for Utilities and Sales Tax, discussion and action item:
  - d) Authorizing the renewal of a two year lease agreement for 1-acre of land at the Sort Yard between the City and Ken Batton, discussion and action item:

## NOTICE OF REGULAR CITY COUNCIL MEETING

TUESDAY, APRIL 21, 2020 @ 6:30 p.m.

### 11.ORDINANCE FOR PUBLIC HEARING:

- a) Ordinance 20-04-21-01, amending Title 2, Chapter 2.14-City Administrator, Section 2.14.050-Administrator Powers and Duties, discussion and action item:

### 12.EXPENDITURES EXCEEDING \$2,000.00:

- a) Expenditure of \$7856.25, to USA Bluebook for Polyblend Polymer System, discussion and action item:
- b) Expenditure of \$27,500.00, for the purchase of a 1985 Mack Dump Truck, discussion and action item:

### 13.EXECUTIVE SESSION:

### 14.CONTINUATION OF PUBLIC COMMENT:

### 15.CONTINUATION OF COUNCIL COMMENT:

### 16.ADJOURNMENT:

**Amended Agenda Posted:** April 27, 2020

City Hall (2), Post Office, Riptide, AP Market, USFS, Thorne Bay School, SISD, Davidson Landing

Website: [www.thornebay-ak.gov](http://www.thornebay-ak.gov)

MINUTES  
FOR THE REGULAR MEETING  
OF THE CITY COUNCIL FOR  
THE CITY OF THORNE BAY, ALASKA  
CITY HALL COUNCIL CHAMBERS  
120 FREEMAN DRIVE  
Tuesday, March 3, 2020  
6:30 p.m.

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The meeting was preceded by a Workshop of the City Council beginning at 6:00 p.m.

**1. CALL TO ORDER:**

Burger called the meeting to order at 6:30 p.m.

**2. PLEDGE TO FLAG:**

The audience and council stood for the pledge to the flag.

**3. ROLL CALL:**

Those present were: Burger, Rhodes, Longbotham, Edenfield, Stram & Hert

Attending by phone: McDonald

**4. APPROVAL OF AGENDA:**

Burger moved to approve the agenda. Rhodes seconded Rhodes moved to approve the agenda adding new business item C-TBMC 2.08.030; Ss (A). Hert seconded the motion

Rhodes requested that Mayor McDonald resign from his seat as Mayor.

MOTION: Move to approve the agenda adding New Business item C-TBMC 2.08.030; Ss (A)

F/S: Rhodes/Hert

YEAS: Rhodes, Longbotham, Stram & Hert

NAYS: McDonald, Burger, Edenfield

STATUS: Motion Passed.

MOTION: MOVE TO APPROVE THE AGENDA.

YEAS: Rhodes, Long, Stram, Hert, Burger

NAYS: McDonald, Edenfield

STATUS: Motion Passed.

**5. MAYOR'S REPORT:**

Vice Mayor Burger stated he had been absent and that while he was gone there were items taken that were not in order of the City.

**Mayor Pro-Tem Eric Rhodes**

1. Spoke with superintendent of Klawock regarding school having ETT classes and they had but not successful. Directed to Chaundell Piburn who has been working toward an island wide billing program.

2. Jim Potdevan regarding the harbor grant from ADOT&F which has 50% match but worth applying for.
3. Reached out to DCRA and found that this year we qualify for the Community Development Block Grant after years of not qualifying. There will be a workshop in Anchorage for HUB.
4. Spoke with Jake with APT about getting the backup generator on Southside.
5. SAM AND DAVE at the Water Department doing AMAZING JOB! With everything going on they have done great.
6. On expenditures for computers, they are for water department and will allow Sam to monitor from home instead of running into town.
7. Purchase requirement Parameters so that there is something

## 6. ADMINISTRATIVE REPORTS:

### a) City Clerk Report:

#### City Clerk Report:

##### Current Department Activities:

1. Solid Waste – Working on getting them set up to take credit/debit card payments at the Solid Waste Facility.
2. Water Department – Sam is here to provide his report.
3. Financial overview – At this time, the City is looking at a negative for our net income this fiscal year. This is due to some unexpected expenditures with the baler repairs and other equipment needs.
4. Budget Amendments, we are over budget in many areas and need to address those with a non-code ordinance.
5. Public Financial Disclosure Statements are due not later than March 16<sup>th</sup>. I have paper copies if needed, however the APOC office prefers that all filers do so through their MyAlaska Account. If you need assistance set up a time to meet with me and I can help the best I can.

Account Name:	Available Balance
<u>HEALTH PREMIUM</u>	<u>\$35,033.15</u>
<u>OCCUPANCY GEN.</u>	\$5,018.31
<u>40% SALES TAX</u>	\$116,854.70
<u>OCC TAX EMS/FIR</u>	\$9,659.38
<u>OCC TAX TOURISM</u>	\$5,986.14
<u>OCC TAX PARKS</u>	\$8,271.21
<u>OCC TAX HARBOR</u>	\$16,338.04
<u>WATER UTL R&amp;R</u>	\$285.41
<u>SEWER UTL R&amp;R</u>	\$143.09

Account Name:	Available Balance
<u>SOLIDWASTE R&amp;R</u>	\$476.57
<u>CHECKING</u>	\$80,815.55
<u>60% SALES TAX</u>	<u>\$211,904.56</u>
<u>HARBOR</u>	\$79,941.46
ACCOUNT TOTALS	\$ 570,727.57
FIRST BANK	\$ 38,677.37
WELLS FARGO INVESTMENTS	\$ 1,091,072.07
QUICKBOOKS INCOME	\$ 991,180.84
QUICKBOOKS EXPENSE	\$ 1,008,940.90
QUICKBOOKS OPERATING INCOME:	<b>\$ -17,760.06</b>

## Water Report

### A Departmental Overview

The Water/Sewer Department is administered by Sam Sawyer, Level II Water Operator. The Supervisor(s) and staff are responsible for the operation and maintenance of the City's four core sanitation services: Water Treatment, Water Distribution, Sewage Collection, and Sewer Treatment. Duties include maintenance, minor and major schedule and unscheduled repairs throughout all four systems, monthly reporting to the Alaska Department of Environmental Conservation as required, direct sampling as scheduled for water quality and wastewater effluent quality compliance, implementation of a preventative maintenance schedule, construction of new water distribution mains and residential /commercial service connections and wastewater collection mains and residential/commercial service connections.

### Current Department Activities:

During the month of February, the water departments goal was to keep moving forward with the water plant upgrade while still providing safe potable water to the community.

The project called to replace the last remaining water valve that supplies water to town, install a new chlorinator/Ph probe, install a new master magnetic flow meter, install new turbidimeters, complete training on the new nanofiltration unit and get it operational, and to work with the electrical engineers setting up the automation of the filter valves and get the master computer communicating with all of the equipment.

Due to DEC regulations, we had to place town on a boil water notice while replacing the main water valve. For us to change this valve out, we planned on having a diver place an inflatable plug inside the water storage tank outlet to control and prevent water from leaving the tank. The plugs we received two days prior to this scheduled event, were not the correct type of plugs needed to complete the task at hand and after failed attempts with the plugs, I decided that in order for us to stay on schedule and to get the boil water rescinded as soon as possible, our only option was to

drain the storage tank, replace the valve and start making water as fast as possible to fill the storage tank again. The replacement of the valve was successful, and we started filling the storage tank as fast as the water plant would allow. Due to changes made by the project engineers, this process took longer than expected but within two days we were sending water to town again. Samples were then taken in the distribution system to ensure the water was safe to drink and the boil water notice was rescinded. All the new equipment was installed and functional, the electrical engineers were able to get all our new equipment automated with the new master computer, and we did some training on the new nanofiltration system and the new SCADA system.

During the commission of the nanofiltration, we experienced some issues and at this time we cannot run the nanofiltration system at its full potential due to a possible leak in our main water line between Water Lake and the water treatment facility. I have contacted Alaska rural water association to come help find the water leak with their leak detection equipment and they will be here March 16th. After walking the main water line, there is no visible water leak anywhere to be found which makes us believe it is underground between the water plant and the foot bridge that crosses Deer Creek.

Furthermore, I walked the entire water main and observed some areas where the ground has been washed away due to heavy rains and ground water and it is posing a serious threat to the stability of the water line and the electrical line running to the pump at the lake. Due to the age of the water line, ground erosion, and the existing wooden structure the pipe sits on in some sections, it is my belief along with the engineers, that the main water line needs to be fully replaced very soon. We can spend money and band aid some of this, but the line does need to be replaced soon as it was built in 1988 and can fail permanently if it is not addressed.

I have contacted Village Safe Water and they are looking for emergency funding to see if we can accomplish this task. I received a quote for the replacement of the water main, fully installed and it was roughly \$300,000.

## **7. PUBLIC COMMENTS:**

### **Brad Clark commented on the following:**

- Grant training
- IRT Grants
- Historical – Saturday at 1pm and again in June “Ole timers” potluck dinner

### **Dave Egelston commented on the following:**

- Concerns over issues with the City Administrator position and to make official complaint.

Dave Egelston Read and Submitted the following written complaint:

3/3/20

“I am here this evening to talk specifically to the city council about several issues dealing with the City Administrator position and to make an official complaint.

I was appalled to learn that our current City Administrator, Wayne Benner, was suspended by the mayor pro tempore last week. Wayne was city administrator here for almost ten years. During that time, he worked with a couple of mayors, many city council members, city employees, local businesses and the public moving this city forward. His accomplishments are many and he is respected by most of the residents of the city as well as many in other communities on this island and across the state who were informed via facts instead of

rumors or ignorant gossip. He was routinely seen walking or driving to the office on weekends to work in quiet without the interruptions that came during the week. His accomplishments were team oriented and led to improvements with LED streetlights, the establishment of the new marina and facilities at Davidson Landing, improvements of roads, solid waste facilities and many other facility improvements. This past year while the city was under a consent order with the DEC, he oversaw the continuing upgrades to the city's water and sewer plants. That was almost a full-time job. He saved the city a huge amount of money in potential fines and penalties. He did it with no raise in salary for himself, only for the other employees in the city. He kept budgets in the black every year and increased the city's savings. The suspension move was not only in poor taste, it appears to have been improper by violating the city's municipal code and/or state law.

City administrator Benner was served with suspension papers by the mayor pro tempore on Monday, February 24<sup>th</sup>, two days before he was departing the city for the last time. Either it was improperly done by mayor pro tempore acting without the council's concurrence, or if the council concurred, they held a meeting which violated the state's open meeting statutes because it was not announced and was not open to the public.

We are now on the cusp of choosing a new city administrator. It is the city council's responsibility to hire the administrator. The contract with Prothman offers certain advantages to the city if one of the top three recommended persons is selected as administrator. If the city selects a person other than one of the top three, we lose options and waste money.

The city is watching your actions. Malfeasance by councilors will not go unnoticed. If it comes to it, I will be first in line to recall city council members and donate to the hiring of an attorney to sue not the city, but individual council members who violate their oath of office, the Municipal Code and/or State Statutes. The municipal code will prevent the city from paying for an attorney to represent you.

I would like to remind all the council member of their responsibilities as defined in the Thorne Bay Municipal Code and/or the Alaska Statutes. I am official making a complaint against Mr. Rhodes and any city councilmember who were a part of the suspension of City Administrator Wayne Benner.

I am asking for a full investigation into their actions about the suspension and into the hiring of a new City Administrator if that person is not one of the top three applicants recommended by Prothman.

I am attaching pertinent sections of the city's Municipal code and Alaska Statutes for reference.

David Egelston”

**Greg Kerkof commented on the following:**

- Regarding the Administrators suspension. Who made the decision to take this action when departure was imminent and with nothing to gain?

**Charles Jennings commented on the following:**

- Old timer resident since 1985. Seen many things done by Municipal Officials etc. I have seen administrators who embezzled, misappropriation of funds. There are several ways to find out about someone with internet that there can be research done to hire.

**8. COUNCIL COMMENTS:**

Eric Rhodes commented on the following:

- No meeting or OMA violations. Not understanding reasons why, I understand the concerns. Need for action was immediate and warranted.

Edenfield commented on the following:

- Not all the council were aware of the events prior to the fact. It all happened prior to action.

McDonald commented on the following:

- Concurred with Cindy Edenfield

Burger commented on the following:

- As Vice Mayor, I was not notified of this either. If there was action to be taken it should have been done by the council and not arbitrarily by part of the council.

**9. CONSENT AGENDA:**

- a) January 21<sup>st</sup>, 2020, Regular City Council Meeting Minutes, discussion and action item:

Burger moved to approve the consent agenda consisting of the Jan 21, 2020, Regular City Council Meeting Minutes. Edenfield seconded the motion. There was no further discussion.

MOTION: Move to approve the consent agenda consisting of the January 21, 2020, Regular City Council Meeting Minutes  
F/S: Burger/Edenfield  
YEAS: Longbotham, Edenfield, Hert, Burger, Rhodes, Stram & McDonald  
NAYS: None  
STATUS: Motion Passed.

**10. NEW BUSINESS:**

- e) Vehicle & Equipment purchase parameters discussion and possible action item:

McDonald stated this had been started a while back. Wayne and I met with staff and explained that needed parameters. Rhodes stated that he put the parameters together within one minute. Burger moved to approve parameters for equipment purchase. McDonald seconded the motion. Hert inquired if there would be different forms for each department. Would harbor have one tailored to them, solid waste, streets etc? Burger stated the parameters would be used for all departments. Rhodes stated that the items on the form would be optional. Those were ideas that James had, however the council would need to vote on the vehicle purchases. Hert stated she agreed with the form provided for parameters, but not necessarily what was provided in terms of the vehicle samples and prices.



MOTION: Move to approve parameters for equipment purchases  
F/S: Burger/McDonald  
YEAS: Hert, Burger, Edenfield, McDonald, Rhodes, Longbotham, & Stram  
NAYS: None  
STATUS: Motion Passed.

- f) Resolution 20-03-03-01, a resolution recognizing Thorne Bay's Local Government Specialist Iura Leahu, for his dedication, expertise and assistance with the needs of the City of Thorne Bay, discussion and action item:

Burger moved to approve Resolution 20-03-03-01, recognizing the Thorne Bay's Local Government Specialist, Iura Leahu, for his dedication, expertise, and assistance with the needs of the City of Thorne Bay. Longbotham seconded the motion. Rhodes explained that Iura has assisted many communities and never been thanked.

MOTION: Move to approve Resolution 20-03-03-01, recognizing the Thorne Bay's Local Government Specialist, Iura Leahu, for his dedication, expertise, and assistance with the needs of the City of Thorne Bay.  
F/S: Burger/Longbotham  
YEAS: Rhodes, McDonald, Burger, Longbotham, Hert, Edenfield & Stram  
NAYS: None  
STATUS: Motion Passed.

- g) Thorne Bay City Code 2.08.030 Vacancy in Office of Mayor, discussion and action item:

Rhodes explained that he brought this item to the table after spending a couple of days in the office and completed many tasks that had not been taken care of. Stated that the Mayor was not in Thorne Bay and the city code states the council shall by 2/3 concurring vote declare the seat of Mayor vacant because he no longer physically resides in the City. Rhodes stated he provided Mayor McDonald many opportunities to step down and failed to. McDonald stated he was in constant contact with the City Clerk and others in the office. That he was very active in what was happening in the City when he was away.

Further discussion ensued between the city council regarding the interpretation of the city code requirements for declaring the Mayor seat vacant and the legality of adding the item to the agenda at the last minute without notice to the public.

Rhodes moved to vote that the council declare the office of Mayor vacant. There was no second. Edenfield moved to table the item for further research. Burger seconded the motion.

McDonald stated he would request to step down as Mayor and remain as a councilmember for City Council Seat G.

Burger moved to accept as resignation to office of Mayor. Rhodes seconded the motion. There was no further discussion.

MOTION: Move to accept Harvey McDonald's resignation as the Mayor and retaining City council office Seat G  
F/S: Burger/Rhodes  
YEAS: Burger, Rhodes, Longbotham, Stram & Hert  
NAYS: Edenfield  
STATUS: Motion Passed.

Burger moved to appoint Cindy Edenfield as Vice Mayor. Edenfield seconded the motion. There was no further discussion.

MOTION: Move to appoint Cindy Edenfield as Vice Mayor  
F/S: Burger/McDonald  
YEAS: McDonald, Burger, Edenfield,  
NAYS: Rhodes, Longbotham, Stram & Hert  
STATUS: Motion Failed.

Rhodes moved to nominate Roger Longbotham as Vice Mayor. Hert seconded the motion. There was no further discussion.

MOTION: Move to appoint Roger Longbotham as Vice Mayor  
F/S: Rhodes/Hert  
YEAS: Burger, Rhodes, Longbotham, Stram & Hert  
NAYS: McDonald, Edenfield  
STATUS: Motion Passed.

## 11. EXPENDITURES EXCEEDING \$2,000.00:

- A. Authorizing an expenditure not to exceed \$2,400.00, for the purchase of one Lenovo Laptop and one desktop computer from PC Nation, discussion and action item: *(Computer and Laptop will belong to the Water and Sewer Department and are required for the new treatment system)*

Burger moved to approve the expenditure of \$2,400.00 for the purchase of one Lenovo Laptop and one desktop computer from PC Nation for Sewer & Water department. Longbotham seconded the motion.

MOTION: Move to approve the expenditure of \$2,400.00 for the purchase of one Lenovo Laptop and one desktop computer from PC Nation  
F/S: Burger/Longbotham  
YEAS: McDonald, Burger, Rhodes, Longbotham, Edenfield, Stram & Hert  
NAYS: None  
STATUS: Motion Passed.

## 12. EXECUTIVE SESSION: None

### **13.CONTINUATION OF PUBLIC COMMENT:**

#### **Robert Hartwell commented on the following:**

- Suspension of Mr. Benner was vindictive and childish act. Actions could open lawsuit that could cost the city hundreds of thousands of dollars.

#### **DeAnn Minnillo commented on the following:**

- Inquired if the computer purchase fall under the grant?

#### **Sam Sawyer commented on the following:**

- Explained the computer is needed for running the new system, but the State did not cover costs due to tight budgets. The engineers where who chose which was needed.

#### **Charles Jennings commented on the following:**

- Inquired who decided what was to be fixed and replaced with this grant? Stated he had been to the water plant recently and seen that there were still items that were not upgraded that had been installed in 1986 and designed only to last 15 years.
- Stated he had agreed with a lot of things said by council tonight but believe things should be discussed in executive session before done in public like tonight.

#### **Sam Sawyer commented on the following:**

- Responded that Mr. Jennings was correct, the filters were the ones put in in 1986. This had been brought this up to the State on many occasions. Explained that he pleaded to get in the Grant, but it was not included. Village Safe Water was the one who designed the upgrades. DOWL Engineering also submitted an estimate to the state which was to replace the entire water plant and VSW won. Now the grant has exceeded what the cost would have been for replacing the entire plant. Sam Sawyer confirmed that indeed the filters were the same as ones put in over 30 years ago. This was a 1.2-million-dollar project and was brought on due to the City failing the standard for trihalomethanes. The state did not account for a lot of stuff that needed to be fixed. He had brought up the existing filters with Doug Pogue with VSW and he did not feel they were an issue.

#### **Amy McDonald commented on the following:**

- Commented that out of all who were present at the council meeting, she was the longest resident. Explained that her father raised his family here, and she raised her family here. Commented that the way the city council handled things with the Mayor was unprofessional and the way the council handled the suspension of the City Administrator Wayne Benner was not appropriate.

**Jim Silverthorn stated he concurred with Ms. McDonald's statement.**

#### **Greg Kerkof commented on the following:**

- There is a divide among the city council, and he would encourage the council to do better for city.
- Kerkof stated he would support whatever recall petition came forward.

#### **Laura Clark commented on the following:**

- Commented that she wished the council had more professionalism, that what happened with Mayor McDonald not gone down the way it did and that employees were not wondering if they were going to have a job next week.

**Mark Minnillo commented on the following:**

- Regarding water plant upgrades, it was an eye opener to hear Charlie Jennings talk about some of the items at the water plant there were not upgraded.
- Clarification on the minutes from the 21<sup>st</sup> say 6 of 6. Motion on ordinance confusing where unanimous vote yes, but motion failed.

**Sam Sawyer commented on the following:**

- I am a resident here and talked with a lot of people and what is going on with City. People are leaving. Nothing here for families. No EMS, nothing looking good for staying here. Wanted to raise family here because of safe environment but they are missing out on a lot, with education being one. With Alaska being the richest state, why are we all so poor.
- Inquired if the Council had plans to help the economy grow. Explained that his family was everything to him and would not raise his family here without jobs or opportunities and make them go through what he did growing up and not have any opportunities. The City is losing a lot of families here especially with what is going on with the school board.

**Brad Clark commented on the following:**

- Thank Harvey for time as Mayor.
- Administrator position is coming up soon and that he was an applicant. Explained there would be an opportunity for the community to interview and he would ask that they participate.

**14.CONTINUATION OF COUNCIL COMMENT:**

**Rhodes commented on the following:**

- Apologized that what he said hurt anyone's feelings.

**Longbotham commented on the following:**

- Addressing Sam's concerns for boosting economy and that is something that has been on my mind. Economic growth is important for a community.

**Edenfield commented on the following:**

- In the past the city was approached by someone wanting to start a business and the City turned them down.

**15.ADJOURNMENT:**

Burger adjourned the meeting at 8:14 p.m.

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Lee Burger, Mayor

ATTEST:

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Teri Feibel, CMC



**CITY OF THORNE BAY**  
**RESOLUTION 20-04-21-01**  
**COVID-19 ORDER NO. 1**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ESTABLISHING THE HEALTH EMERGENCY ORDER NO.1, RELATED TO COVID-19 ADOPTING BY REFERENCE HEALTH MANDATES FOR THE STATE OF ALASKA AS ISSUED AND FURTHER AUTHORIZES THE MAYOR TO ISSUE HEALTH STATEMENTS ON BEHALF OF THE CITY COUNCIL UNTIL THE PUBLIC HEALTH DISASTER EMERGENCY NO LONGER EXISTS

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death and is caused by the SARS-Cov-2 virus ("virus"), a new strain of the coronavirus that has not been previously identified in humans and is easily transmittable person to person; and

WHEREAS, on March 11, 2020, the World Health Organization ("WHO") declared the virus a pandemic; and

WHEREAS, on March 11, 2020, the State of Alaska declared a public health emergency in response to the anticipated outbreak of the virus in Alaska; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a national emergency in response to the virus pandemic; and

WHEREAS, on March 20, 2020, the City Council declared a local emergency in response to COVID-19; and

WHEREAS, on April 21, 2020, the State of Alaska issued [Health Mandate No. 16 – Reopen Alaska Responsibly Plan Phase 1-A](#), which was to be in effect as of 8:00 a.m. on Friday, April 24, 2020, modifying many of the prior Mandates and Health Care Advisories; and

WHEREAS, the Thorne Bay City Council agrees that the reopening of Alaska's business is vital the states economic well-being, and to the ability of Alaskans to provide for their families, and supports the State's efforts to combat COVID-19, while also supporting the State's economy and livelihood of many residents, families and businesses; and

**WHEREAS**, the City Council continues to urge residents to stay home when they can and work from home as much as possible, conduct business via telephone, fax or electronic communications as much as possible; and

**WHEREAS**, anyone particularly at-risk from COVID-19 should reduce exposure by staying at home, not physically going to work, and not doing their own shopping if possible; and

**WHEREAS**, people that are particularly at risk of complications from COVID-19 include those 60 years and older, individuals of any age with a serious underlying medical condition and pregnant woman. Household members of those who are at elevated risk should implement these more stringent guidelines as well, to the extent possible; and

**NOW, THEREFORE, BE IT RESOLVED THAT**, the City Council for the City of Thorne Bay, adopts by reference the Health Mandates issued by the Governor for the State of Alaska, and further authorizes the Mayor to issue Health Statements on behalf of the City Council until the public health disaster emergency no longer exists.

**Passed and Approved** by the Thorne Bay City Council on this 28<sup>th</sup> day of April 2020.

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Lee Burger, Mayor

ATTEST:

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Teri Feibel, CMC



**CITY OF THORNE BAY**  
**RESOLUTION 20-04-21-02**

**A RESOLUTION OF THE CITY OF THORNE BAY, FURTHER DECLARING A PUBLIC HEALTH EMERGENCY IN THORNE BAY AND REQUESTING THAT THE GOVERNOR OF ALASKA PROVIDE SUCH STATE ASSISTANCE AS MAY BE AVAILABLE TO MEET THE ONGOING EMERGENCY CREATED BY COVID-19 AND TO REQUEST ADDITIONAL ASSISTANCE FROM FEDERAL AGENCIES WHERE STATE CAPABILITY IS NOT ADEQUATE.**

**WHEREAS,** THE City Council is the governing body for the City of Thorne Bay; and

**WHEREAS,** on March 11, 2020, the World Health Organization (“WHO”) declared the virus a pandemic; and

**WHEREAS,** on March 11, 2020, the State of Alaska declared a public health emergency in response to the anticipated outbreak of the virus in Alaska; and

**WHEREAS,** on March 13, 2020, President Donald J. Trump declared a national emergency in response to the virus pandemic; and

**WHEREAS,** on March 20, 2020, the City Council declared a local emergency in response to COVID-19; and

**WHEREAS,** while the potential extent and effect of COVID-19 cannot yet be known, it remains vital for the City of Thorne Bay to be prepared and take all needed precautions throughout the entire timeframe of the emergency related to COVID-19; and

**WHEREAS,** because of the ongoing nature of the emergency, this declaration of local emergency shall remain in effect until November 24, 2020, or until the virus is no longer declared a federal or state emergency, whichever occurs first.

**NOW THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY OF THORNE BAY, ALASKA:**

**Section 1.** The City Council for the City of Thorne Bay hereby declares a local emergency to exist within the City of Thorne Bay. A copy of this Resolution shall be filed promptly with the Alaska Division of Homeland Security and Emergency Management.

**Section 2.** The City of Thorne Bay requests that the Governor of Alaska provide such State assistance as may be available to meet the ongoing emergency created by COVID-19 and to request additional assistance from Federal agencies where State capability is not adequate.

PASSED AND APPROVED BY THE THORNE BAY CITY COUNCIL, this 28<sup>th</sup> day of April 2020

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Lee Burger, Mayor

ATTEST:

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Teri Feibel, CMC





**CITY OF THORNE BAY  
RESOLUTION 20-04-21-03**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AFFIRMING  
MEASURES TO PROVIDE INCREASED TIME FOR CERTAIN PAYMENTS TO REDUCE FINANCIAL  
HARDSHIPS DURING THE COVID-19 EMERGENCY

**WHEREAS**, the City Council is the governing body for the City of Thorne Bay; and

**WHEREAS**, the City Council for the City of Thorne Bay, Alaska, declared a state of Local Emergency Disaster on March 20, 2020, in response to the COVID-19 pandemic; and

**WHEREAS**, the COVID-19 emergency crisis has resulted in tremendous economic strain and hardships on many individuals, families and businesses; and

**WHEREAS**, the City of Thorne Bay is committed to assisting the community with response and recovery and many residents are faced with a financial reality of job losses, reduced or lost business, and an uncertain future; and

**WHEREAS**, the City Council encourages that individuals and businesses take advantage of federal and state economic relief programs as they come available to relieve the financial burden arising from the current COVID-19 emergency; and

**WHEREAS**, Alaska Senate Bill 241 (SB241), Coronavirus Emergency Response Bill, sets forth provisions that allow for municipalities to extend payment deadlines for various services and certain taxes due after March 11<sup>th</sup>, 2020; and

**WHEREAS**, the City Council believes it to be in the best interest of the City to extend payment deadlines for City Sales Taxes and Utility Accounts.

**WHEREAS**, residents are encouraged to pay their utility accounts for water, sewer and garbage, as they are able. Residents that are unable to make payments in full on their utility accounts may request a deferred payment plan through the City Office.

**NOW, THEREFORE BE IT RESOLVED** by the City Council for the City of Thorne Bay that the sales tax deadlines for the 1<sup>st</sup> and 2<sup>nd</sup> quarters of 2020, are hereby extended and adopted under the following terms:

- a) Sales Tax due for the 1<sup>st</sup> and 2<sup>nd</sup> Quarter of 2020 (Ending March 31<sup>st</sup> and September 30<sup>th</sup>) are due by November 15<sup>th</sup>, 2020, or until the public health disaster emergency no longer exists (whichever is first).
- b) All taxes remitted after the November 15<sup>th</sup> deadline or 30 days following the end of the public health disaster shall be deemed as late and be assessed penalties and interest as set forth in the Thorne Bay Municipal Code: 3.17.080 Penalty and Interest on Delinquent Taxes.

**BE IT FURTHER RESOLVED THAT** for the duration of the local emergency, and for 30 days thereafter, the City of Thorne Bay will provide the following measures for payments related to Water, Sewer and Garbage Utilities:

- a) Payments are eligible to be deferred upon entering a “Promise to Pay Agreement” for the duration of the Emergency COVID-19 Disease Outbreak and for 30 days thereafter.
- b) The City’s utility and billing department will on payment plans during and for 30-days following the deferral period for the payment of all accrued deferred payments
- c) All penalties and late fees will be waived for requested deferrals during the defined period.
- d) No water/sewer/garbage shut offs will occur during the period of deferral for any customers

**BE IT FURTHER RESOLVED** that all other fees and charges described under the City’s Fee Schedule remain due by the 20<sup>th</sup> day of the month. The Mayor maintains the authority to work on a case by case basis with individuals requesting assistance with these payments, as necessary.

PASSED AND APPROVED BY THE CITY COUNCIL this 28<sup>th</sup> day of April 2020

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Lee Burger, Mayor

ATTEST:

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Teri Feibel, CMC

## RENTAL AGREEMENT – KEN BATTEN

This Rental Agreement is entered into by and between the City of Thorne Bay, Alaska, P.O. Box 110, Thorne Bay, Alaska 99919 (hereinafter called the “CITY “and, Ken Batten, (hereinafter called the “RENTER”).

1. **Rented Premises.** The City does hereby Rent to the Renter one (1) acre plus or minus of land at the Sort Yard along the road to the Heli Port, See Attached Exhibit on municipally owned property within the corporate boundaries of the City of Thorne Bay.  
**Municipal Code, Title 2, Article III, Incorporated.** The provisions of “Title 2, Article III of the Thorne Bay Municipal Code shall apply to the terms of this Rental Agreement unless otherwise amended in this Rental Agreement.
  2. **Term.** The term of this Rental Agreement shall be Two (2) year(s) beginning June 1, 2020 and ending May 31, 2022. Monthly rental payments due the City shall commence prior to use of Rented Premises and continue throughout the term of this Rental Agreement. Monthly Sales Taxes due the City shall commence upon the signing of Rental Agreement. Renter shall have the option to renew this Rent for an additional period subject to renegotiations of Rent terms and payments acceptable to both the City and Renter. The option to renew and Rent for the additional period can only be effective upon approval by the Thorne Bay City Council. This option to renew shall be exercised by the Renter in writing sixty (60) days prior to the expiration of the original Rent term. The option to renew is specifically waived if not exercised in full compliance with this provision.  
This Rental Agreement expires automatically on the last day of the Two (2) year period absent the approval of a new Rental Agreement by the Thorne Bay City Council. Absent an approved Rental Agreement, the Renter shall vacate the premise on or before the ending date of this Rental Agreement.  
In addition to any rights of the City to terminate this Rental Agreement as specified in this Rental Agreement, or as specified in the Thorne Bay Municipal Code, the City shall have all rights to terminate this Rental Agreement in accordance with any provision of applicable law.
  3. **Monthly Rent Payment.** Renter covenants and agrees to pay City monthly Rent payments in the sum of One Hundred Fifty Dollars (\$150) plus applicable sales tax payable in advance on the first day of each month of the Rent term. In the event any payment required to be made pursuant to this Rental Agreement is more than ten (10) days past due, a late charge equal to ten percent (10%) per annum on such past due amount will be assessed and charged to Renter by City. At the expiration of two-year term, the monthly Rent payment shall be reviewed and adjusted in accordance with the provisions of Section 2.56.210 of Title 2, Article III of the Thorne Bay Municipal Code.
  4. **Deposits.** Renter shall deposit with the City an amount equal to N/A. Upon termination of the Rental Agreement the Renter shall vacate the premise leaving it in the same clean condition as presented at the time said Rental Agreement was initiated. If the premise needs cleaning, repairs or the Renter is in default in payments said deposit shall be used to offset such costs. In the event the Rented Premise is clean and in need of no repairs the deposit will be refunded in full. First and last month may be waived in lieu of improvements to the Rented Premises or other City Facilities as provided by Renter per “Exhibit A”.
-

## RENTAL AGREEMENT – KEN BATTEN

5. **Use.** Renter shall use the Rented Premises for the purposed of maintaining and operating there on, Storage and repair of helicopters and related equipment, that includes a hanger and fuel storage for aviation use. The Rented Premises shall be used for no other purposes without the prior written consent of City. The Heliport, the area adjacent to the Heliport and the access road to the Heli port must always remain open and available for emergency use and at no time shall anything be left unattended in these areas.
  6. **Utilities and Fees.** Renter shall be responsible for all utility accounts and applicable deposits for said accounts. Renter agrees to pay, and keep current, ALL charges, including deposits, for all utilities, including but not limited to water, sewer, refuse collection, electricity, propane, fuel oil and telephone. Failure to do so will result in the utility being shutoff. Activation of a city shutoff shall constitute a material breach of the Rent Agreement resulting in the City's termination of the Rent Agreement. Absent an approved Rental Agreement, the Renter shall vacate the premise immediately.
  7. **Repairs, Maintenance and Compliance with Laws.** Renter shall maintain the Rented Premises at Renter's sole cost and expense and always keep the Rented Premises neat, clean and in a sanitary condition. Renter shall keep and use the Rented Premises in accordance with applicable laws, ordinances, rules, regulations and requirements of all governmental authorities. Renter shall permit no waste, damage or injury to the Rented Premises. Renter's use of the Rented Premises in violation of any law or regulation of any governmental entity related to public health or safety or environmental pollution shall be a material breach of the Rental Agreement and grounds for City's termination of the Rental Agreement. Renter is required to obtain building permit authorization from the City for construction of all structures placed on or in the Rented Premises.
  8. **Signs, Alterations and Improvements.** All signs or symbols placed on or about the Rented Premises shall be subject to City's prior written approval. After prior written consent of City, Renter may make alterations and improvements to the Rented Premises, at Renter's sole cost and expense. City may elect to require Renter to remove any such alterations and improvements upon termination of this Rental Agreement at Renter's sole cost and expense. Any of Renter's improvements remaining on the Rented Premises longer than thirty (30) days after Renter's possessors rights to the Rented Premises have expired shall become Rented Premises of City.
  9. **Insolvency.** In the event Renter becomes insolvent, bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Renter, City, in City's sole discretion may immediately terminate this Rental Agreement and require that Renter vacate the Rental Premises.
  10. **Subletting or Assignment.** Renter shall not sublet the whole or any part of the Rented Premises nor assign this Rental Agreement without the prior written consent of City. This Rental Agreement shall not be assignable by operation of law. All terms and conditions of the Rental Agreement shall be binding upon any sub Renter or assignee of this Rental Agreement and Renter shall remain fully responsible to City for performance of this Rental Agreement.
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## RENTAL AGREEMENT – KEN BATTEN

11. **Permits and Compliance with Law.** Renter shall obtain all necessary local, state and federal permits necessary for the operation of Renter's business and shall comply with all local, state and federal laws, rules and regulations.

Failure to comply with any requirements of this section shall constitute a material breach of the Rental Agreement. Failure to remedy the violation within 30 days will result in the City's termination of the Rental Agreement. Absent an approved Rental Agreement, the Renter shall vacate the premise immediately.

12. **Insurance.** General Liability Insurance: The Renter shall procure and maintain during the life of this agreement, General Liability Insurance on an "occurrence basis" with limits of liability not less than \$1,000,000 per occurrence and /or aggregate combined single limit, personal injury, bodily injury and property damage.

Proof of Insurance shall be provided to City within thirty (30) days after the parties have executed this agreement and prior to public use of said premises. City shall be notified at least thirty (30) days before the cancellation or termination of any policy.

City shall be named as additional insured.

13. **Accidents and Liability.** City or its agent shall not be liable for any injury or damage to the persons or property sustained by Renter or others, in and about the Rented Premises.

14. **Indemnification and Waiver of Subrogation.** To the fullest extent permitted by law, the Renter agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, employees and volunteers against any and all liabilities, claims, demands, lawsuits, or losses, including costs and attorney fees incurred in defense thereof, arising out of or in any way connected or associated with this agreement.

To the extent permitted by law, the Renter hereby re-Rents the City, its elected and appointed officials, employees and volunteers from any and all liability or responsibility to the Renter or anyone claiming through or under the Renter by way of subrogation or otherwise, for any loss or damage to the property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the City, its elected or appointed officials, employees or volunteers. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Renter's occupancy or use.

Renter understands that the City accepts no responsibility whatsoever for loss of, or damage to Renter's property.

15. **Removal of Renter's Property and Repair of Rented Property.** All buildings, fixtures and equipment of whatsoever nature, that Renter shall have acquired and installed upon Rented premises, whether permanently affixed or otherwise, shall continue to be the property of the Renter and must be removed by the Renter at the expiration or termination of this Rental Agreement; and at its own expense, Renter shall repair any injury to Rented Premises resulting from such removal. Renter shall remove all buildings, fixtures, and equipment, and make all repairs, within thirty days of the date the Renter vacates Rented Premises. If the Renter fails to remove its buildings, fixtures, and equipment, and fails to make the necessary repairs, the City may do so, and seek reimbursement from the Renter for the full amount of the repairs, without any deduction for the value of any buildings,
-

## RENTAL AGREEMENT – KEN BATTEN

fixtures, or equipment left on the premises by the Renter. If City determines that it is in City's best interest to acquire the improvements, it may negotiate to purchase Renter's buildings, fixtures, and equipment at a price equal to or less than fair market value.

16. **Taxes.** Renter shall be solely and fully responsible for the payment of all applicable federal, state, and Thorne Bay municipal taxes including all Monthly Sales Taxes due the City.
  17. **Liens.** Renter shall maintain Rented Premises free of all liens. Renter will not permit any mechanics', laborers' or materialmen's liens to stand against the Rented Property or improvements for any labor or materials furnished to Renter or claimed to have been furnished to Renter, or to Renter's agents, contractors, or sub-Renters, in connection with work of any character performed or claimed to have been performed on Rented premises or improvements by or at the direction or sufferance of Renter; provided, however, Renter shall have the right to contest the validity or amount of any such lien or claimed lien, In the event of such contest, Renter shall give to the City such reasonable security as may be demanded by the City to insure payment of such lien or such claim of lien. Renter will immediately pay any judgment rendered with all proper costs and charges and shall have such lien re-Rented or judgment satisfied at Renter's own expense. Renter agrees to indemnify, hold harmless and to defend the City and Rented premises from such liens. Renter consents to the City's recording of and posting of a statutory notice of non-responsibility in accordance with Alaska Statute 34.35.065
  18. **Default by Renter.** Each of the following shall be deemed a default by the Renter and a breach of the Rental Agreement:
    - (a) A failure to make payment of any installment, of rent or of any other sum herein specified to be paid by Renter, and Renter fails to cure such default within ten (10) days after receipt of a written notice has been received by Renter specifying such failure to make payment;
    - (b) Upon shut off utilities.
    - (c) A default in the performance of any other covenant or condition on the part of the Renter to be performed for a period of thirty (30) days after receipt by Renter of a notice specifying the default or defaults.
    - (d) The filing of a petition by or against Renter for adjudication as a bankrupt, or for reorganization or arrangement within the meaning of the Bankruptcy Act.
    - (e) The dissolution or the commencement of any action or proceeding for the dissolution or liquidation of the Renter or for the appointment of a receiver or trustee of Rented Premises of the Renter.
    - (f) The taking possession of Rented Premises of the Renter by any governmental officer of agency pursuant to statutory authority for the dissolution or liquidation of the Renter.
    - (g) The making by the Renter of an assignment for the benefit of creditors.
    - (h) Renter vacates or abandons the Rented Premises; and
    - (i) A failure that continues for five (5) days or more to have the City named as an additional insured as required under paragraph 18, and Renter fails to cure such default within
-

## RENTAL AGREEMENT – KEN BATTEN

ten (10) days after receipt of a written notice has been received by Renter specifying such failure to name the City as an additional insured.

The specification of events constituting default by the Renter in this Section, are in addition to any defaults specified in the Thorne Bay Municipal Code.

19. **City's Remedies for Default.** In the event of any default of the Renter, the City shall have the following rights and remedies – all in addition to any rights or remedies that may be given to the City by statute, common law, or under Thorne Bay Municipal Code.
    - (a) Distraint for rent due and subsequent sale of chattels so distrained. The sale of any such chattels shall be in accordance with the procedure set forth in Alaska Statutes.
    - (b) Re-enter Rented Premises and take possession thereof, remove all persons therefrom, and remove Renter's property therefrom and store it in a public warehouse or elsewhere at the cost of Renter, all without service of notice or resort to legal process (all of which Renter expressly waives) and without becoming liable for trespass, forcible entry, detainer, or other tort or for any loss or damage which may be occasioned thereby;
    - (c) Declare the Term ended.
    - (d) Re-let Rented premises in whole or in part for any period equal to or greater, or less, than the remainder of the Term for any sum which is commercially reasonable.
    - (e) Cure any such default, if possible, and demand immediate payment until all costs incurred in curing the default have been reimbursed fully, together with interest calculated at the rate of ten percent (10%) per annum at the then current prime rate as established by the First Bank of Alaska;
    - (f) Collect all reasonable damages, costs and expenses that the City may incur by reason of default by Renter, together with interest calculated at the rate of ten percent (10%) per annum at the then current prime rate as established by the First Bank of Alaska.
    - (g) The City shall use reasonable diligence to relet Rented Premises in or to mitigate the City's damages, consistent with the uses of Rented Premises, and all applicable Thorne Bay code provisions related to this Rent and Rented Premises.
  20. **Rights and Remedies.** Except insofar as this is inconsistent with or contrary to any provision of this Rent, no right or remedy herein conferred upon reserved to the City or Renter is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.
  21. **Waiver.** Except to the extent that a party may have otherwise agreed in writing, no waiver by a party of any breach by the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forbearance by a party to seek a remedy for any breach of the other party be deemed a waiver of its rights or remedies with respect to such breach.
  22. **Changes.** No modifications, amendments, deletions, additions or alterations of the Rent Agreement shall be effective unless in writing and signed by all the parties hereto and such representatives of the parties as have been duly authorized to make such changes.
  23. **Joint Product.** The language set out in this Rental Agreement represents the joint product of the parties and shall not be construed against one party in favor of the other. Each party hereto has had the option of seeking the advice of legal counsel in the drafting of this
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## RENTAL AGREEMENT – KEN BATTEN

Rental Agreement, and the rule of construction favoring construction against the drafter shall not apply. Renter acknowledges and agrees that Renter has not received any legal advice from the City's attorney or from anyone associated with the City.

24. **Authority.** The parties and their undersigned representatives warrant that they have full authority to enter into this Rental Agreement and to execute this Rental Agreement.
  25. **Hazardous Materials.** The Renter shall not permit, store, manufacture or dispose on Rented Premises any hazardous material or controlled substance as determined by federal, state, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to , the Comprehensive Environmental Response, Compensation and liability Act (42 U.S.C. 9601 et seq.), the Hazardous materials Transportation Act (42 U.S.C. 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Clean Air Act (42 U.S.C.7401 et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. 651et seq.), and Title 46 of the Alaska Statutes as these laws have been and may hereafter be amended or supplemented. "Hazardous Substance" means any pollutant, contaminant, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCB's or any other substance the removal of which is required, or the manufacture, preparation production, generation, use maintenance, treatment, storage, transfer, handling or ownership of which is restricted , prohibited, regulated or penalized by any and all federal, state, or municipal statutes or laws now or at any time hereafter in effect. Hazardous material shall not include cleaning supplies used in the routine daily cleaning and operation of a restaurant.
  26. **Acceptance of the Rented Property by Renter.** Renter acknowledges that it has thoroughly examined Rented Premises. Renter accepts Rented Premises in their "AS IS" condition, and the City shall not be required to perform any work to prepare Rented Premises for the Renter. Renter's taking possession of Rented Premises shall be conclusive evidence against it that, at the time possession was taken, Rented Premises were in good and satisfactory condition. Renter acknowledges that, except for those representations and statements regarding the condition of Rented Premises expressly stated herein, Renter has not relied upon any representations or statements of the City or its representatives or agents regarding the condition of Rented premises or their suitability for Renter's uses under this Rent.
  27. **Attorneys' Fees and Costs.** Should any dispute and/or legal action arise by reason of any default or breach on the part of Renter in the performance of any of the provisions of the Rental Agreement, Renter agrees to pay all reasonable attorneys' fees and costs incurred by City in connection therewith including City's attorneys' fees and costs incurred on appeal. It is agreed that the venue of any legal action brought under the terms of this Rental Agreement will be the First Judicial District, at Ketchikan, Alaska. Renter specifically agrees that venue for trial in any action related to this Rent shall be in Craig, Alaska.
  28. **No Waiver of Covenants.** Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future or similar breach. This Rental Agreement contains all the agreements between the parties, and there shall be no modification of the agreements contained herein except by written instrument signed by both parties.
-



## RENTAL AGREEMENT – KEN BATTEN

29. **Surrender of Rented Premises.** Upon termination of this Rental Agreement, Renter agrees to peacefully quit and surrender the Rented premises without notice, remove all of Renter's personal property and leave the Rented premises neat and clean. If City elects to require Renter to remove any alterations or improvements made by Renter, then Renter shall restore the Rented Premises to their previous condition, at Renter's sole expense.
30. **Binding on Heirs, Successors and Assigns.** The covenants and agreements of this Rental Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of both parties thereto, except as hereinabove provided, and as allowable by law.
31. **Notice.** Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to City at P.O. Box 19110, Thorne Bay, Alaska 99919, or the Renter at, \_\_\_\_\_, or at such other address as either party may designate in writing to the other.
32. **City's Right of Entry.** The City shall have the right to enter Rented premises at all reasonable times to examine the condition of same.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement as of the date first set above written.

CITY:

RENTER:

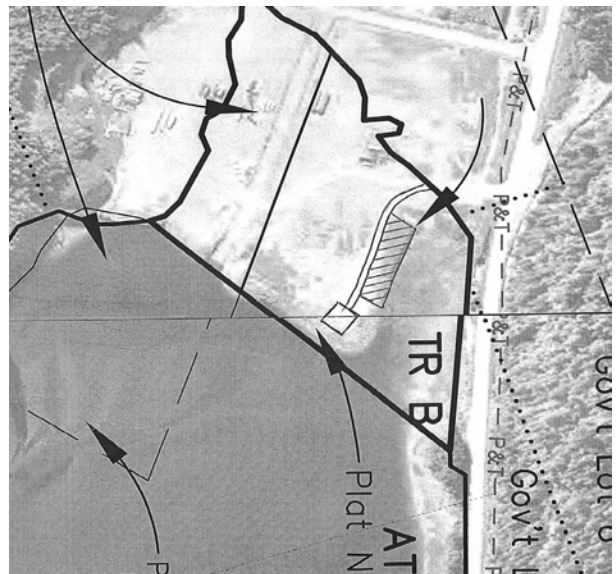
THE CITY OF THORNE BAY

By \_\_\_\_\_  
Lee Burger, Mayor "City"

By \_\_\_\_\_  
Ken Batten "Renter"

ATTEST:

\_\_\_\_\_  
Teri Feibel, CMC Clerk/Treasurer



CITY OF THORNE BAY  
ORDINANCE 20-04-21-01

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA,  
AMENDING ORDINANCE 13-04-02-01; AMENDING THORNE BAY MUNICIPAL CODE TITLE  
2-ADMINISTRATION AND PERSONNEL, CHAPTER 2.14-CITY ADMINISTRATOR, SECTION  
2.14.050 – POWERS AND DUTIES

BE IT ENACTED BY THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA

- Section 1. Classification. This ordinance is of a general and permanent nature, the chapter and section hereby amended shall be added to the Thorne Bay Municipal Code.
- Section 2. Severability. If any provisions of this ordinance or any application thereof to any person or circumstances is held invalid, the circumstances shall not be affected thereby.
- Section 3. Amendment of Section. The title and chapter of Title 2-Administration and Personnel, Chapter 2.14-City Administrator, Section 2.14.050, is hereby amended.
- Section 4. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED April 21, 2020

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Lee Burger, Mayor

ATTEST:

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Teri Feibel, CMC

[Introduction: April 7, 2020]  
[Public Hearing: April 28, 2020]

AMENDING TITLE 2 ADMINISTRATION & PERSONNEL  
CHAPTER 2.14 – CITY ADMINISTRATOR

SECTION:

**2.14.050 Powers and Duties.** Acting through powers delegated by the mayor, the city administrator shall serve as the chief administrative officer ~~and executive officer~~ of the municipality. He or she shall execute the provisions of this code and all other applicable laws. Without limiting the foregoing or excluding other or broader powers consistent therewith, and acting at all time under the delegation and supervision of the mayor, the city administrator shall:

- A. Hire, supervise, discipline, and evaluate city employees, **WITH EXCEPTION OF THE CITY CLERK & FINANCE DEPARTMENT**, and volunteers, or further delegate this authority in each case.
- B. Direct the care and custody of municipal property.
- C. Direct and supervise the construction, maintenance, and operation of municipal public works.
- ~~D. Direct and supervise the operations of municipal departments and programs.~~
- E. Prepare and submit the annual budget and capital improvements program to the council.
- F. Keep the mayor and council fully advised concerning the financial condition and needs of the city.
- G. Apply for state, federal or other grants and, upon the mayor's approval of the project or the council's appropriation, therefore, execute and carry out the terms and condition of such grant agreements.
- H. Establish rates, fees, or charges for services, leases, and programs provided or administered by the city except where such rates, fees, or charges have been established by the mayor or the council or the authority to establish such rates, fees or charges has been delegated to a board or other body; and
- I. All other duties assigned by the mayor or council. (Ordinance 13-04-02-01; Prior Ord. 98-01 § 3(part), 1998)

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QUOTATION  
HDSFM  
D/B/A USABLUEBOOK  
PO Box 9004  
Gurnee, IL 60031-9004  
Toll free: 1-800-548-1234  
Fax: (847) 689-3030

NO. 211612

Page 1

04/14/20

Ship-to: 5  
SAMSON BARGE  
C/O CITY OF THORNE BAY  
9228 10TH AVE S  
SEATTLE, WA 98108  
USA

Bill-to: 846467  
THORNE BAY CITY OF  
  
PO BOX 19110  
THORNE BAY, AK 99919  
USA

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REFERENCE #		EXPIRES		SLSP		TERMS		WH		FREIGHT		SHIP VIA
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Case#	CF-26308		05/13/20		DMS		NET 30		21		FXD/PPD		OAK HARBOR
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QUOTED BY: 3 | QUOTED TO: SAM SAWYER

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ITEM	DESCRIPTION		QUANTITY	UM		PRICE	UM		EXTENSION
350805	PolyBlend Polymer System PB200-1		1	EA		7797.00	EA		7797.00

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Any quoted item(s) without a 5 digit stock # is not normally stocked by USABlueBook and is not normally returnable for credit UNLESS it is determined to be defective and covered under the vendor's warranty. With this in mind, please carefully review this quote BEFORE ordering to be certain it is appropriate for your application. This quote and all sales by HD Supply Facilities Maintenance, Ltd. d/b/aUSABlueBook shall be governed exclusively by the Terms of Sale available at [hdsupplysolutions.com/terms](http://hdsupplysolutions.com/terms).

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

TO ORDER --

For your convenience, you may simply sign below and return via fax to 847-689-3030. We will process your order promptly and fax a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department @ 800-548-1234. Please note any changes to the quantities or shipping address. Thanks for choosing USABlueBook.

\_\_\_\_\_  
Authorization Signature

\_\_\_\_\_  
PO Number (if required)

=====

MERCHANDISE		MISC		TAX		FREIGHT		TOTAL
7797.00		.00		.00		59.25		7856.25

=====

USE THIS QUOTE # ON PO's!

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## City of Thorne Bay

Thorne Bay, AK 999109

PHONE: (907) 828-3380; FAX: (907) 828-3374

E-MAIL: [TBPLALASKA@GMAIL.COM](mailto:TBPLALASKA@GMAIL.COM)

# DEPARTMENT REPORT

**Subject:** Monthly Department Report

**Department:** Library Department

**Employees:** Library Volunteers - NEEDED

**Date:** April 21, 2020

### **Current Department Activities:**

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Good evening everyone,  
For the library I have the following report.

1. The Library has a significant issue with the wall on the South end. As discussed at a previous City Council meeting last fall, there is a need to repair/replace the exterior siding. At this time, we are asking for volunteers with construction experience to help us. The City Council approved the repairs up to \$5000, however, we expect the material costs to be about that much. Please reach out to the Library, by phone or email if you are willing to help. This will be a short job, just a couple of days if that. Thank you!
2. We were alerted by a watchful community member that our return box at the library was not secure and items that had been returned were "unofficially checked out" again. Super Volunteers Jim & Libby Neiland researched a "through the wall" return system like the kind found in other area Libraries and a link to the return system was provided to Teri.

### **Work plan:**

Move 2 existing DVD shelves to the left by 2 feet. Remove existing book deposit box and any items in the way of the new installation. Install book return in the wall located to the right of the entrance under the porch.

Materials for this project: \$250 + \$200 for the actual metal book drop device. Total cost \$450. Without this improvement I can see us needing to replace items equal to this cost by the end of the year.

## CONTINUED

# DEPARTMENT REPORT

3. Objective: Increase bookshelf area in children's section and allow for reorganization of books by reading levels.

*We have no need of an aged and non-operational Kitchen in the middle of the Children's Section. Because it's not in view of the Volunteer desk, its worrisome, i.e., the oven, burners, etc. Also, at some time the books in the children's section were geared toward the younger ages. All those books were put into plastic bins. The plastic bins were then put on shelves. That system makes it very difficult to see the books, instead you see the front of a plastic bin. We hope to make more space for books by removing the kitchen. We have repurposed the cabinets to needed lockable storage in the restroom. Removing the 5' countertop, 2 burners, sink, and small refrigerator will give us 5' of floor to ceiling shelving. Much needed, and we hope to remove the plastic bins, and create a section for teens. We have books in storage from past years because of lack of space. We really need those shelves!*

1. Restructure former furnace closet by creating a wider & less deep area. The new wall will be 6 inches thick to accommodate plumbing for the water & electrical. Wall surface will be changed in both the closet space and the children's room.
2. Move existing base cabinets, sink, coffee service and microwave into expanded closet space. Refrigerator will be abandoned.

Materials for this project: \$300. Note that this materials list does not include bookshelves.

- 1 sheet drywall, dry wall taping supplies
- 48" molded countertop
- plumbing supplies- drain and water supply lines
- misc. hardware - screws, etc.

*Total cost for this needed improvement is \$300.*

*I am donating the cost of the premium boards for the shelving.*

4. Last but not least, we would like to deepen the planting beds in the Children's Garden. We have a wonderful Summer Program for the kids planned, all with social distancing in mind. We need 1- 6" board added to the top of each bed. I am covering the cost of the lumber. Friends of the Library have generously offered to cover a part of this cost as well. We are asking the City to help us get soil to add to the beds. We can buy it at little cost, or we can find it and pile it up in the area near the dumpster.

# **CONTINUED**

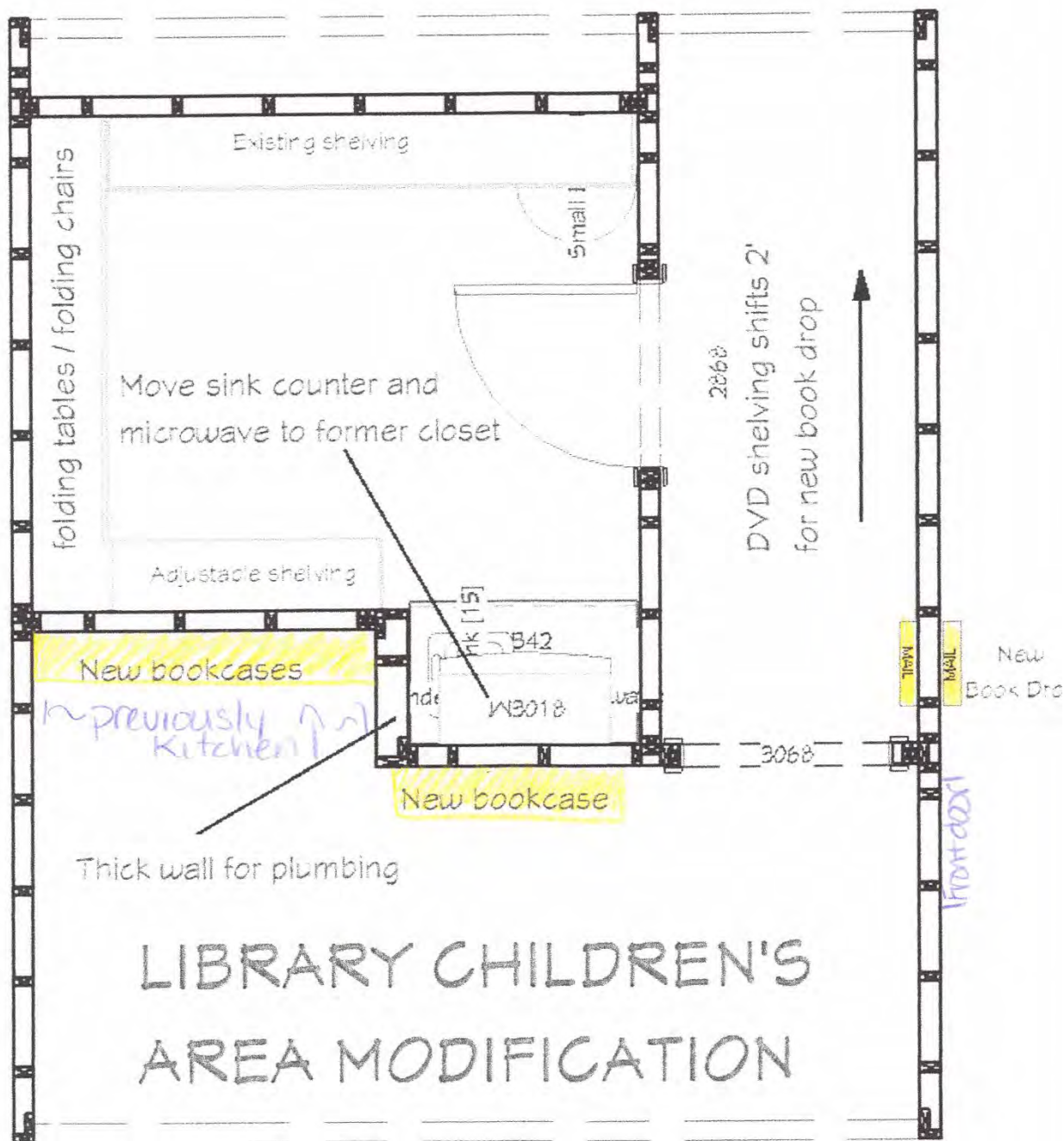
## **DEPARTMENT REPORT**

*Thank you for your continued support of our Library. Special thanks to Council Member Cindy Edenfield and Mayor Lee Berger for offering ideas and always being willing to listen and be excited about the new things happening at the Library.*

*Laura Clark Library  
Director*

*Library Phone: 828-3303  
Library Email: [TBPLALASKA@GMAIL.COM](mailto:TBPLALASKA@GMAIL.COM)*

# CONTINUED DEPARTMENT REPORT





# DEPARTMENT REPORT WATER/WASTEWATER



## City of Thorne Bay

PO Box 19110, Thorne Bay, AK 99919

PHONE: (907) 828-3380; FAX: (907) 828-3374

E-MAIL: [tnbwater@thornebay-ak.gov](mailto:tnbwater@thornebay-ak.gov)

**Subject:** Monthly Department Report  
**Department:** Water Department  
**Employees:** Sam Sawyer, Level II Water Operator  
**Date:** April 28, 2020

### **Current Department Activities:**

During the month of March, the water departments goal was to keep moving forward with the water plant upgrade as much as we could, but we were very limited due to the COVID-19 pandemic.

Since traveling to Thorne Bay is not possible at this time I have kept in close contact with the State of Alaska, the general contractor CDC, and Village Safe Water through telephone and email, daily to continue working towards finishing up the upgrade.

We were approved for additional funding to make more improvements at the water treatment plant and some of that equipment is now starting to show up.

During this time, it was imperative to maintain our water supply while following the CDC's current guidelines regarding the COVID-19 pandemic.

The best way to do so was to have Dave work at the sewer treatment facility and myself work at the water treatment facility so we limited contact with each other but still run both departments efficiently.

We were still able to get all our water/sewer samples sent out during this time as well.

Furthermore, I was able to gain remote access to the main computer at the water plant with my personal computer at home and observe the water treatment plant to ensure everything was running smoothly when we weren't there.

# COVID-19 Health Mandates

## Issued By: Governor Mike Dunleavy

Health mandates are orders issued by Governor Mike Dunleavy, Alaska Health and Social Services Commissioner Adam Crum, and Alaska Chief Medical Officer Dr. Anne Zink.  
Health mandates must be followed.



## Learn More about the Reopen Alaska Responsibly Plan.

[Read The Plan](#)

### Health Mandate 016: Reopen Alaska Responsibly Plan - Phase 1-A

By: Governor Mike Dunleavy

Commissioner Adam Crum, Alaska Department of Health and Social Services

Dr. Anne Zink, Chief Medical Officer, State of Alaska

The State of Alaska is issuing its sixteenth health mandate, based on its authority under the Public Health Disaster Emergency Declaration signed by Governor Mike Dunleavy on March 11, 2020. This Mandate will go into effect April 24, 2020. The State of Alaska reserves the right to amend the Mandate at any time.

To date, the State of Alaska has issued 15 mandates to protect the public health of all Alaskans. These mandates, which have been aimed at flattening the curve, have been beneficial in slowing the spread of the disease.

This Mandate seeks to balance the ongoing need to maintain diligent efforts to slow and disrupt the rate of infection with the corresponding critical need to resume economic activity in a reasonable and safe manner.

This Mandate is the first of a series that are intended to reopen Alaska responsibly. By issuing this Mandate, the Governor is establishing consistent mandates across the State in order to mitigate both the public health and the economic impacts of COVID-19 across Alaska.

This Mandate addresses and modifies a number of prior Mandates and Health Care Advisories, as appropriate, to implement Phase I of the "Reopen Alaska Responsibly Plan." If there is any discrepancy

between this Mandate, including its attachments, and any other statements, mandates, advisories, or documents regarding the “Reopen Alaska Responsibly Plan”, this Mandate and its attachments will govern. FAQs may be issued to bring additional clarity to this Mandate based on questions that may arise.

## **Health Mandate 016 – REOPEN ALASKA RESPONSIBLY PLAN- PHASE I-A**

Health Mandate 016 goes into effect at 8:00 a.m. on Friday, April 24, 2020.

Reopening Alaska’s businesses is vital to the state’s economic well-being, and to the ability of Alaskans to provide for their families. At the same time, everyone shares in the obligation to keep Alaska safe and continue to combat the spread of COVID-19. As a result, businesses and employees must, to the extent reasonably feasible, continue to take reasonable care to protect their staff and operations during this pandemic. Meanwhile, all Alaskans have an obligation to help promote public health and fight this pandemic by continuing to follow public health guidance regarding sanitizing, handwashing, and use of face masks. Those that are at high risk of infection are encouraged to continue to self-quarantine, to the extent possible, and strictly follow social distancing mandates and advisories.

Unless explicitly modified by this Mandate as set forth below and in Attachments D through H, prior Mandates remain in effect unless and until they are amended, rescinded, or suspended by further order of the Governor. The Governor and the State of Alaska reserve the right to amend this Mandate at any time in order to protect the public health, welfare, and safety of the public and assure the state’s safe resumption of economic activity.

The activities and businesses listed below that were previously governed by the referenced Mandates may resume under the conditions and guidance provided in the following attachments.

[Attachment D – Non-Essential Public Facing Businesses Generally – modifies Mandate 011 \(Updated 4/25\)](#)

[Attachment E – Retail Businesses – modifies Mandate 011 \(Updated 4/25\)](#)

[Attachment F – Restaurants Dine-In Services – modifies Mandate 03.1 \(Updated 4/25\)](#)

[Attachment G – Personal Care Services – modifies Mandate 09 \(Updated 4/25\)](#)

[Attachment H – Non-Essential Non-Public-Facing Businesses – modifies Mandate 011 \(Updated 4/25\)](#)

[Attachment I – Childcare and Day Camps](#)

[Attachment J – Fishing Charters](#)

[Attachment K – Gyms and Fitness Centers \(Updated 4/25\)](#)

[Attachment L – Lodging and Overnight Camping \(Updated 4/25\)](#)

[Attachment M – Intrastate Travel and Outdoor Day Activity](#)

[Attachment N – Social, Religious and Other Gatherings \(Updated 4/25\)](#)

## ENFORCEMENT

A violation of a State of Alaska COVID-19 Mandate may subject a business or organization to an order to cease operations and/or a civil fine of up to \$1,000 per violation. In addition to the potential civil fines noted, a person or organization that fails to follow State COVID-19 Mandates designed to protect the public health from this dangerous virus and its impact may, under certain circumstances, also be criminally prosecuted for Reckless Endangerment pursuant to Alaska Statute 11.41.250. Reckless endangerment is defined as follows:

(a) A person commits the crime of reckless endangerment if the person recklessly engages in conduct which creates a substantial risk of serious physical injury to another person.

(b) Reckless endangerment is a class A misdemeanor.

Pursuant to Alaska Statute 12.55.135, a defendant convicted of a class A misdemeanor may be sentenced to a definite term of imprisonment of not more than one year.

Additionally, under Alaska Statute 12.55.035, a person may be fined up to \$25,000 for a class A misdemeanor, and a business organization may be sentenced to pay a fine not exceeding the greatest of \$2,500,000 for a misdemeanor offense that results in death, or \$500,000 for a class A misdemeanor offense that does not result in death.

**\*\*\*This Mandate is in effect until rescinded or modified.\*\***



## Phase 1

On April 22 Governor Dunleavy announced Health Mandate 016 which outlines Phase 1 of his *Reopen Alaska Responsibly Plan*. Phase 1 of the *Reopen Alaska Responsibly Plan*, seeks to balance the ongoing need to maintain diligent efforts to slow and disrupt the rate of infection with the corresponding critical need to resume economic activity in a reasonable and safe manner.

[Read Health Mandate 16](#)

## **Restaurants**

Limited Opening May Begin  
4/24/20. Reservation Only |  
25% Capacity | Universal Face  
Coverings | Sanitization &  
Cleaning

Guidance Document  
(Updated 4/25)

## **Public Facing Business**

Limited Opening May Begin  
4/24/20.  
Social Distancing | Universal  
Face Coverings | Sanitization &  
Cleaning

Guidance Document  
(Updated 4/25)

## **Remote Lodges & Camping**

Limited Operations May Begin  
4/24/20  
Social Distancing | Cleaning &  
Disinfecting | Universal Face  
Coverings

Guidance Document  
(Updated 4/25)

## **Retail**

Limited Opening May Begin  
4/24/20.  
25% Capacity | Universal Face  
Coverings | Sanitization &  
Cleaning

Guidance Document  
(Updated 4/25)

## **Fishing Charters**

Limited Operations May Begin  
4/24/20.  
Social Distancing | Capacity  
Restrictions | Cleaning &  
Disinfecting

Guidance Document

## **Childcare & Day Camps**

Limited Operations May Begin  
4/24/20.  
Social Distancing | Outdoors  
Only | Universal Face  
Coverings | Sanitation &  
Cleaning.

Guidance Document

## **Personal Services**

Limited Opening May Begin  
4/24/20.  
1:1 Staff to Customer Ratio |  
Universal Face Coverings |  
Sanitization & Cleaning | No  
Waiting Rooms

Guidance Document  
(Updated 4/25)

## **Social, Religious, & Other Gatherings**

May begin 4/24/20.  
Social Distancing | 20 Person  
Maximum | Universal Face  
Coverings Suggested

Guidance Document  
(Updated 4/25)

## **Intrastate Travel & Activities**

May Begin 4/24/20  
Household Members Together  
| Minimize Stops | Social  
Distancing

Guidance Document

## **Non-Public Facing Business**

Limited Opening May Begin  
4/24/20.  
Social Distancing | Universal  
Face Coverings | Sanitization &  
Cleaning

Guidance Document  
(Updated 4/25)

## **Gyms**

Limited Operations May Begin  
4/24/20.  
Social Distancing | Outdoors  
Only | Limited to 20 people |  
Sanitation & Cleaning.

Guidance Document  
(Updated 4/25)

## **Graduation Ceremonies**

May Begin 4/24/20  
Limited to 20 People |  
Alternative Options | Social  
Distancing

Guidance Document

## **Health Mandate 017: Protective Measures for Independent Commercial Fishing Vessels**

Issued: April 23, 2020

By: Governor Mike Dunleavy  
Commissioner Adam Crum, Alaska Department of Health and Social Services  
Dr. Anne Zink, Chief Medical Officer, State of Alaska

To slow the spread of Coronavirus Disease 2019 (COVID-19), the State of Alaska is issuing its seventeenth health mandate, based on its authority under the Public Health Disaster Emergency Declaration signed by Governor Mike Dunleavy on March 11, 2020.

Given the ongoing concern for new cases of COVID-19 being transmitted via community spread within the state, Governor Dunleavy and the State of Alaska are issuing Mandate 017 to **go into effect April 24, 2020 at 8:00 a.m. and will reevaluate the Mandate by May 20, 2020.**

This Mandate is issued to protect the public health of Alaskans. By issuing this Mandate, the Governor is establishing consistent mandates across the State in order to mitigate the impact of COVID-19. The goal is to flatten the curve and disrupt the spread of the virus.

The purpose of this Mandate is to enact protective measures for independent commercial fishing vessels operating within Alaskan waters and ports in order to prevent, slow, and otherwise disrupt the spread of the virus that causes COVID-19.

The State of Alaska acknowledges the importance of our commercial fishing fleet to our economy and lifestyle as Alaskans. In order to ensure a safe, productive fishing season this year, while still protecting Alaskan communities to the maximum extent possible from the spread of the virus, the State is establishing standardized protective measures to be followed by all independent commercial fishing vessels operating in Alaskan waters and ports.

### **Health Mandate 017 – Protective Measures for Independent Commercial Fishing Vessels.**

- **Applicability**

1. Definition: For the purposes of this Mandate, “independent commercial fishing vessels” are defined as all catcher and tender vessels that have not agreed to operate under a fleet-wide plan submitted by a company, association, or entity that represents a fleet of vessels. This Mandate alleviates the requirement for independent commercial fishing vessels to submit a Community/Workforce Protective Plan in response to Health Mandates 010 or 012.
2. This Mandate does not apply to skiffs operating from shore; protective measures for those vessels will be provided under separate guidance.

- **Required Protective Measures/Plans**

1. Independent commercial fishing vessels operating in Alaskan waters and ports must enact the protective measures and procedures described in [Appendix 01, the Alaska Protective Plan for Commercial Fishing Vessels](#).
2. Vessel captains must enact controls on their vessel to ensure crewmember compliance with this Mandate.

- **Travel and Access**

1. Compliance with this Mandate does not constitute a right to travel or access into any areas.

2. It is incumbent upon the individual traveler to ensure that any proposed travel itinerary is still possible, and to adhere to any additional restrictions enacted by air carriers and lodging facilities or by small communities in accordance with the State of Alaska Small Community Emergency Travel Order (Health Mandate 012-Attachment B).

- **Compliance and Penalties**

1. Vessel captains are required to maintain documentation as directed by Appendix 01, Paragraph I, and must provide a copy of the [Mandate 017 Acknowledgement Form \(Appendix 02\)](#) upon request by any seafood purchasing agent or Federal, State, or local authority, to include law enforcement and fisheries regulators.
2. A violation of a State COVID-19 Mandate may subject a business or organization to an order to cease operations and/or a civil fine of up to \$1,000 per violation.
3. In addition to the potential civil fines noted above, a person or organization that fails to follow the State COVID-19 Mandates designed to protect the public health from this dangerous virus and its impacts may, under certain circumstances, also be criminally prosecuted for Reckless Endangerment pursuant to Alaska Statute 11.41.250. Reckless endangerment is defined as follows:

(a) A person commits the crime of reckless endangerment if the person recklessly engages in conduct, which creates a substantial risk of serious physical injury to another person.

(b) Reckless endangerment is a class A misdemeanor.

Pursuant to Alaska Statute 12.55.135, a defendant convicted of a class A misdemeanor may be sentenced to a definite term of imprisonment of not more than one year.

Additionally, under Alaska Statute 12.55.035, a person may be fined up to \$25,000 for a class A misdemeanor, and a business organization may be sentenced to pay a fine not exceeding the greatest of \$2,500,000 for a misdemeanor offense that results in death, or \$500,000 for a class A misdemeanor offense that does not result in death.

**This Mandate Supersedes And Replaces All Previously Submitted Protective Plans For Independent Commercial Fishing Vessels.**

**This Mandate Does Not Supersede Or Replace Any Previously Enacted Protective Plans For Corporate Vessel Fleets.**

[Appendix 01, the Alaska Protective Plan for Commercial Fishing Vessels](#)

[Appendix 02, Mandate 017 Acknowledgement Form](#)

For the latest information on COVID-19, visit [covid19.alaska.gov](https://covid19.alaska.gov)





Governor Michael J. Dunleavy  
STATE OF ALASKA

## **\*\* COVID-19 HEALTH MANDATE \*\***

Issued: April 22, 2020

By: Governor Mike Dunleavy   
Commissioner Adam Crum, Alaska Department of Health and Social Services  
Dr. Anne Zink, Chief Medical Officer, State of Alaska

The State of Alaska is issuing its sixteenth health mandate, based on its authority under the Public Health Disaster Emergency Declaration signed by Governor Mike Dunleavy on March 11, 2020. This Mandate will go into effect April 24, 2020. The State of Alaska reserves the right to amend the Mandate at any time.

To date, the State of Alaska has issued 15 mandates to protect the public health of all Alaskans. These mandates, which have been aimed at flattening the curve, have been beneficial in slowing the spread of the disease.

This Mandate seeks to balance the ongoing need to maintain diligent efforts to slow and disrupt the rate of infection with the corresponding critical need to resume economic activity in a reasonable and safe manner.

This Mandate is the first of a series that are intended to reopen Alaska responsibly. By issuing this Mandate, the Governor is establishing consistent mandates across the State in order to mitigate both the public health and the economic impacts of COVID-19 across Alaska.

This Mandate addresses and modifies a number of prior Mandates and Health Care Advisories, as appropriate, to implement Phase I of the "Reopen Alaska Responsibly Plan." If there is any discrepancy between this Mandate, including its attachments, and any other statements, mandates, advisories, or documents regarding the "Reopen Alaska Responsibly Plan", this Mandate and its attachments will govern. FAQs may be issued to bring additional clarity to this Mandate based on questions that may arise.

### **Health Mandate 016 – REOPEN ALASKA RESPONSIBLY PLAN- PHASE I-A**

Health Mandate 016 goes into effect at 8:00 a.m. on Friday, April 24, 2020.

Reopening Alaska's businesses is vital to the state's economic well-being, and to the ability of Alaskans to provide for their families. At the same time, everyone shares in the obligation to keep Alaska safe and continue to combat the spread of COVID-19. As a result, businesses and employees must, to the extent reasonably feasible, continue to take reasonable care to protect their staff and



operations during this pandemic. Meanwhile, all Alaskans have an obligation to help promote public health and fight this pandemic by continuing to follow public health guidance regarding sanitizing, handwashing, and use of face masks. Those that are at high risk of infection are encouraged to continue to self-quarantine, to the extent possible, and strictly follow social distancing mandates and advisories.

Unless explicitly modified by this Mandate as set forth below and in Attachments D through H, prior Mandates remain in effect unless and until they are amended, rescinded, or suspended by further order of the Governor. The Governor and the State of Alaska reserve the right to amend this Mandate at any time in order to protect the public health, welfare, and safety of the public and assure the state's safe resumption of economic activity.

The activities and businesses listed below that were previously governed by the referenced Mandates may resume under the conditions and guidance provided in the following attachments.

Attachment D – Non-Essential Public Facing Businesses Generally – modifies Mandate 011

Attachment E – Retail Businesses – modifies Mandate 011

Attachment F – Restaurants Dine-In Services – modifies Mandate 03.1

Attachment G – Personal Care Services – modifies Mandate 09

Attachment H - Non-Essential Non-Public-Facing Businesses – modifies Mandate 011

## **ENFORCEMENT**

A violation of a State of Alaska COVID-19 Mandate may subject a business or organization to an order to cease operations and/or a civil fine of up to \$1,000 per violation. In addition to the potential civil fines noted, a person or organization that fails to follow State COVID-19 Mandates designed to protect the public health from this dangerous virus and its impact may, under certain circumstances, also be criminally prosecuted for Reckless Endangerment pursuant to Alaska Statute 11.41.250. Reckless endangerment is defined as follows:

(a) A person commits the crime of reckless endangerment if the person recklessly engages in conduct which creates a substantial risk of serious physical injury to another person.

(b) Reckless endangerment is a class A misdemeanor.

Pursuant to Alaska Statute 12.55.135, a defendant convicted of a class A misdemeanor may be sentenced to a definite term of imprisonment of not more than one year.

Additionally, under Alaska Statute 12.55.035, a person may be fined up to \$25,000 for a class A misdemeanor, and a business organization may be sentenced to pay a fine not exceeding the greatest of \$2,500,000 for a misdemeanor offense that results in death, or \$500,000 for a class A misdemeanor offense that does not result in death.

**\*\*\*This Mandate is in effect until rescinded or modified.\*\*\***

**Non-Essential Public Facing Businesses Generally (Not Including Retail)**  
**Attachment D**  
**Issued April 22, 2020**  
**Effective April 24, 2020**  
**Part of Phase 1**

By: Governor Mike Dunleavy   
Commissioner Adam Crum  Alaska Department of Health and Social Services  
Dr. Anne Zink  Chief Medical Officer, State of Alaska

- I. **Applicability:** This section generally applies to businesses interacting with the public which are not included in Attachment A: *Alaska Essential Services and Critical Infrastructure Order*. Retail businesses are addressed in Attachment E.
- II. **Non-Essential Businesses can resume operations if they meet all of the following requirements:**
  - a. Social Distancing:
    - i. Reservations only. Walk-ins prohibited.
    - ii. Cloth face coverings must be worn by all employees.
    - iii. No more than 20 customers, or 25 percent maximum building occupancy as required by law (whichever is smaller), are permitted at any one time.
    - iv. Groups or parties must be limited to household members only.
    - v. Social distance of at least six feet is maintained between individuals and household groups.
    - vi. Establish a COVID-19 Mitigation Plan addressing the practices and protocols to protect staff and the public.
    - vii. Entryway signage must notify the public of the business's COVID-19 Mitigation Plan and clearly state that any person with symptoms consistent with COVID-19 may not enter the premises.
  - b. Hygiene Protocols:
    - i. Employer must provide handwashing capability or sanitizer at customer entrance and in communal spaces.
    - ii. Frequent hand washing by employees, and an adequate supply of soap, disinfectant, hand sanitizer, and paper towels must be available.
    - iii. Employer must provide for hourly touch-point sanitization (e.g. workstations, equipment, screens, doorknobs, restrooms) throughout work site.
  - c. Staffing:
    - i. Employer must provide training for employees regarding these requirements and provide each employee a copy of the business mitigation plan.
    - ii. Employer must conduct pre-shift screening and maintain staff screening log.
    - iii. No employee displaying symptoms of COVID-19 will provide services to customers. Symptomatic or ill employees may not report to work;

**Non-Essential Public Facing Businesses Generally (Not Including Retail)**  
**Attachment D**  
**Issued April 22, 2020**  
**Effective April 24, 2020**  
**Part of Phase 1**

- iv. No employee may report to the work site within 72 hours of exhibiting a fever.
  - v. Employer must establish a plan for employees getting ill and a return-to-work plan following CDC guidance, which can be found online at:  
<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>.
- d. Cleaning and Disinfecting:
- i. Cleaning and disinfecting must be conducted in compliance with CDC protocols weekly or, in lieu of performing the CDC cleaning and disinfecting, the business may shut down for a period of at least 72 consecutive hours per week to allow for natural deactivation of the virus, followed by site personnel performing a comprehensive disinfection of all common surfaces.
  - ii. When an active employee is identified as being COVID-19 positive by testing, CDC cleaning and disinfecting must be performed as soon after the confirmation of a positive test as practical. In lieu of performing CDC cleaning and disinfecting, businesses may shut down for a period of at least 72 consecutive hours to allow for natural deactivation of the virus, followed by site personnel performing a comprehensive disinfection of all common surfaces.
  - i. CDC protocols can be found online at:  
<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html> and <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>.

**III. Non-Essential Businesses Requiring In-Home Services**

- a. **Applicability:** Businesses not falling under *Attachment A: Alaska Essential Services and Critical Infrastructure Workforce* which require provision of services in a person's home. Examples include, but are not limited to, installation of products such as windows, blinds, and furniture, non-critical inspections and appraisals, and showing a home for sale.
- b. **These businesses can resume operations if they meet all of the following requirements:**
  - i. Social Distancing:
    - 1. Cloth face coverings worn by all workers and residents of the home.
    - 2. Social distance of at least six feet is maintained between non-household individuals.
    - 3. Establish a COVID-19 Mitigation Plan addressing the practices and protocols to protect staff and the public.

For the latest information on COVID-19, visit [coronavirus.alaska.gov](https://coronavirus.alaska.gov)  
State of Alaska COVID-19 Mandate 016 - Attachment D

Non-Essential Public Facing Businesses Generally (Not Including Retail)

**Non-Essential Public Facing Businesses Generally (Not Including Retail)**  
**Attachment D**  
**Issued April 22, 2020**  
**Effective April 24, 2020**  
**Part of Phase 1**

ii. Hygiene Protocols:

1. The worker must wash and/or sanitize hands immediately after entering the home and at time of departure.
2. The worker must sanitize surfaces worked on, and must provide their own cleaning and sanitation supplies.

iii. Staffing:

1. Provide training for employees regarding these requirements and the business mitigation plan.
2. Conduct pre-shift screening and maintain staff screening log.
3. No employee displaying symptoms of COVID-19 will provide services to customers. Symptomatic or ill employees may not report to work.
4. No person may work within 72 hours of exhibiting a fever.

**Retail Businesses**  
**Attachment E**  
**Issued April 22, 2020**  
**Effective April 24, 2020**  
**Part of Phase 1**

By: Governor Mike Dunleavy   
Commissioner Adam Crum, Alaska Department of Health and Social Services  
Dr. Anne Zink , Chief Medical Officer, State of Alaska

- I. Applicability:** This section applies to retail businesses interacting with the public only.
- II. Retail businesses may resume operations if they meet all of the following requirements:**
- a. Social Distancing:
- i. No more than 20 customers, or 25 percent maximum business occupancy as required by law (whichever is smaller) is permitted at any one time.
  - ii. Social distance of at least six feet is maintained between non-household individuals.
  - iii. Cloth face coverings shall be worn by all employees and patrons.
  - iv. Only one adult per household per visit.
  - v. Establish a COVID-19 Mitigation Plan addressing the practices and protocols to protect staff and the public.
  - vi. Entryway signage notifying the public of the business's COVID-19 Mitigation Plan and stating clearly that any person with symptoms consistent with COVID-19 may not enter the premises.
- b. Hygiene:
- i. Employer must provide hand washing capability or sanitizer at customer entrance and in communal spaces.
  - ii. Frequent hand washing by employees, and an adequate supply of soap, disinfectant, hand sanitizer, and paper towels must be available.
  - iii. Employer must provide for hourly touch-point sanitization (e.g. workstations, equipment, screens, doorknobs, restrooms) throughout work site.
- c. Staffing/Operations:
- i. Provide training for employees regarding these requirements and the business mitigation plan;
  - ii. Conduct pre-shift screening, maintain staff screening log;
  - iii. No employee displaying symptoms of COVID-19 will provide services to customers. Symptomatic or ill employees may not report to work;
  - iv. No person may work within 72 hours of exhibiting a fever;

For the latest information on COVID-19, visit [coronavirus.alaska.gov](https://coronavirus.alaska.gov)  
State of Alaska COVID-19 Mandate 016 - Attachment E

**Retail Businesses**  
**Attachment E**  
**Issued April 22, 2020**  
**Effective April 24, 2020**  
**Part of Phase 1**

- v. Employer must establish a plan for employees getting ill and a return-to-work plan following CDC guidance, which can be found online at:  
<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>.
- d. Cleaning and Disinfecting:
  - i. Cleaning and disinfecting must be conducted in compliance with CDC protocols weekly or, in lieu of performing the CDC cleaning and disinfecting, the retail business may shut down for a period of at least 72 consecutive hours per week to allow for natural deactivation of the virus, followed by site personnel performing a comprehensive disinfection of all common surfaces.
  - ii. When an active employee is identified as being COVID-19 positive by testing, CDC cleaning and disinfecting must be performed as soon after the confirmation of a positive test as practical. In lieu of performing CDC cleaning and disinfecting, retail businesses may shut down for a period of at least 72 consecutive hours to allow for natural deactivation of the virus, followed by site personnel performing a comprehensive disinfection of all common surfaces.
  - i. CDC protocols can be found online at:  
<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html> and <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>.

**II. Retail businesses are encouraged to follow best practices:**

- a. Entryway, curbside, and home delivery.
- b. Telephone and online ordering for contactless pickup and delivery.
- c. Cashless and receiptless transactions.

**Restaurants Dine-In Services**  
**Attachment F**  
**Issued April 22, 2020**  
**Effective April 24, 2020**  
**Part of Phase 1**

By: Governor Mike Dunleavy  
Commissioner Adam Crum  
Dr. Anne Zink, Chief Medical Officer, State of Alaska

- I. Applicability:** This section applies to restaurants only. Bars remain closed.
- II. Restaurants may resume table service dining if they meet all of the following requirements:**
- a. General:
    - i. Social distancing protocol is maintained.
    - ii. Continue to follow all regulatory and legal standards required to operate a food services business in Alaska.
    - iii. Develop protocols in the restaurant's COVID-19 Mitigation Plan to minimize direct contact between employees and customers/groups, and increase physical distancing.
  - b. Capacity:
    - i. Indoors
      - 1. Groups limited to household members only.
      - 2. Limit maximum *indoor* capacity to 25 percent maximum building occupancy as required by law.
    - ii. Outdoors
      - 1. Groups limited to household members only.
      - 2. No more than 20 tables. Tables must be 10 feet apart.
  - c. Operations:
    - i. Reservations only. Walk-in prohibited.
    - ii. Cloth face coverings worn by all employees.
    - iii. Entryway signage stating that any customer who has symptoms of COVID-19 must not enter the premises.
    - iv. Establish a COVID-19 Mitigation Plan addressing the practices and protocols to protect staff and the public.
    - v. Hard copy of written safety, sanitization, and physical distancing protocols (specific to COVID-19) on the business premises.
    - vi. Disposableware should be used when available.
    - vii. Condiments by request in single-use disposable packets or reusable condiments by request that are sanitized between parties.
    - viii. Fully sanitize tables and chairs after each group.
    - ix. Sanitize or provide disposable menus or menu board.
    - x. Provide sanitizer on each table or at customer entrance.

**Restaurants Dine-In Services**  
**Attachment F**  
**Issued April 22, 2020**  
**Effective April 24, 2020**  
**Part of Phase 1**




- xi. Hourly touch-point sanitization (workstations, equipment, screens, doorknobs, restrooms).
- d. Hygiene:
  - i. Employer must provide hand washing capability or sanitizer at customer entrance and in communal spaces.
  - ii. Frequent hand washing by employees, and an adequate supply of soap, disinfectant, hand sanitizer, and paper towels must be available.
- e. Staffing:
  - i. Provide training for employees regarding these requirements and the COVID-19 Mitigation Plan;
  - ii. Conduct pre-shift screening, maintain staff screening log;
  - iii. No employee displaying symptoms of COVID-19 will provide services to customers. Symptomatic or ill employees may not report to work;
  - iv. No person may work within 72 hours of exhibiting a fever;
  - v. Employer must establish a plan for employees getting ill and a return-to-work plan following CDC guidance, which can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>.
- f. Cleaning and Disinfecting:
  - i. Cleaning and disinfecting must be conducted in compliance with CDC protocols weekly or, in lieu of performing the CDC cleaning and disinfecting, the restaurant business may shut down for a period of at least 72 consecutive hours per week to allow for natural deactivation of the virus, followed by site personnel performing a comprehensive disinfection of all common surfaces.
  - ii. When an active employee is identified as being COVID-19 positive by testing, CDC cleaning and disinfecting must be performed as soon after the confirmation of a positive test as practical. In lieu of performing CDC cleaning and disinfecting, restaurant businesses may shut down for a period of at least 72 consecutive hours to allow for natural deactivation of the virus, followed by site personnel performing a comprehensive disinfection of all common surfaces.
  - i. CDC protocols can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html> and <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>.



**Restaurants Dine-In Services**  
**Attachment F**  
**Issued April 22, 2020**  
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- III. Restaurants are encouraged to follow additional best practices:**
- a. Entryway, curbside, and home delivery.
  - b. Telephone and online ordering for contactless pickup and delivery.
  - c. Cashless and receiptless transactions.
  - d. Customers enter and exit through different entries using one-way traffic, where possible.

**Personal Care Services**  
**Attachment G**  
**Issued April 22, 2020**  
**Effective April 24, 2020**  
**Part of Phase I**

By: Governor Mike Dunleavy   
Commissioner Adam Crum  Alaska Department of Health and Social Services  
Dr. Anne Zink  Chief Medical Officer, State of Alaska

- I. Applicability:** This section applies to personal care services including, but not limited to, the following business types:
- i. Hair salons;
  - ii. Day spas and esthetics locations;
  - iii. Nail salons;
  - iv. Barber shops;
  - v. Tattoo shops;
  - vi. Body piercing locations;
  - vii. Tanning facilities;
  - viii. Rolwing;
  - ix. Reiki;
  - x. Lactation consultants;
  - xi. Acupressure.
  - xii. Personal Care Services can resume if they meet all of the following requirements:
- a. Compliance with Licensing and Board Direction: Nothing in this mandate or any attachment shall be construed to waive any existing statutory, regulatory, or licensing requirements applicable to providers or businesses operating under this attachment. Service providers should consult their licensing board for additional direction on standards for providing services.
  - b. Social Distancing:
    - i. Reservations only. Walk-ins prohibited.
    - ii. No person is allowed to stay in waiting areas. Waiting areas should not have any magazines, portfolios, or catalogues. No beverage service can be provided.
    - iii. Only the customer receiving the service may enter the shop, except for a parent or guardian accompanying a minor, a guardian ad litem, or someone with legal power of attorney accompanying an individual with disabilities. Drivers, friends, and relatives cannot enter the business.
    - iv. Limit of one customer per staff person (customer-employee pair) performing personal care services. Social distancing of at least six feet between customer-employee pairs.
    - v. No more than ten people should be in the shop at a time, including staff and clients.
    - vi. Customers must receive pre-visit telephonic consultation to screen for symptoms consistent with COVID-19, recent travel, and exposure to people with suspected or confirmed COVID-19.

For the latest information on COVID-19, visit [coronavirus.alaska.gov](https://coronavirus.alaska.gov)  
State of Alaska COVID-19 Mandate 016 - Attachment G

Personal Care Services

**Personal Care Services**  
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- vii. Workstations must be greater than six feet apart to ensure minimum social distancing is maintained.
  - viii. Establish a COVID-19 Mitigation Plan addressing the practices and protocols to protect staff and the public.
  - ix. Entryway signage notifying the public of the business's COVID-19 Mitigation Plan and stating clearly that any person with symptoms consistent with COVID-19 may not enter the premises.
- c. Hygiene Protocols:
- i. Handwashing capability or sanitizer shall be provided at customer entrance.
  - ii. Service providers must wear cloth face coverings, at a minimum.
  - iii. Customers must wear cloth face coverings and wash or sanitize hands upon arrival. Cloth face coverings worn by customers may be removed for a short time when necessary to perform services, but must be worn at all other times, including when entering and exiting of the shop.
  - iv. Employees must wash their hands frequently, including before and after each client, using an adequate supply of hot water with soap.
  - v. An adequate supply of disinfectant, hand sanitizer, and paper towels must be available.
  - vi. Business must have a designated employee on-site responsible for monitoring and following all sanitation protocols.
  - vii. Workstations, chairs, tools, shampoo bowls, and anything within six feet of seat must be cleaned and disinfected after each patron. In addition, hourly touch-point sanitation must occur. Employer must provide for hourly touch-point sanitization (e.g. workstations, equipment, screens, doorknobs, restrooms) throughout work site.
  - viii. Visibly dirty surfaces must be cleaned immediately. Use detergent or soap and water prior to disinfection. Then, use a disinfectant. Most common EPA-registered household disinfectants will work.
  - ix. Customer capes are single use only or need to be cleaned and disinfected before re-using.
  - x. Any sanitation protocols required in state licensing statutes or regulations that are more stringent than those listed in this mandate must be followed.
- d. Staffing/Operations:
- i. The shop owner is responsible for supplying personal protective equipment and sanitation supplies to its employees or contractors, including cloth face coverings and disposable gloves.
  - ii. Salons/Barber Shops:
    - 1. All hairdressers and barbers must be stocked with proper disinfectant, such as marvicide, bleach, and hand sanitizer.
    - 2. All tools must be kept in closed containers and labeled properly.

For the latest information on COVID-19, visit [coronavirus.alaska.gov](https://coronavirus.alaska.gov)  
State of Alaska COVID-19 Mandate 016 - Attachment G

Personal Care Services

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- 3. Cloth face coverings must be worn at all times by hairdressers or barbers.
- iii. Esthetician:
  - 1. Gloves and cloth face coverings required before client arrival until after client clean-up. No services that require removal of cloth face covering can be provided.
- iv. Manicurist:
  - 1. Gloves and cloth face coverings required before client arrives until after client clean-up.
- v. Provide training for employees regarding these requirements and the COVID-19 Mitigation Plan.
- vi. Conduct pre-shift screening and maintain staff screening log.
- vii. No employee displaying symptoms of COVID-19 will provide services to customers. Symptomatic or ill employees may not report to work;
- viii. No employee may report to the work site within 72 hours of exhibiting a fever.
- ix. Employer must establish a plan for employees getting ill and a return-to-work plan following CDC guidance, which can be found online at:  
<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>
- e. Cleaning and Disinfecting:
  - i. Cleaning and disinfecting must be conducted in compliance with CDC protocols weekly or, in lieu of performing the CDC cleaning and disinfecting, the business may shut down for a period of at least 72 consecutive hours per week to allow for natural deactivation of the virus, followed by site personnel performing a comprehensive disinfection of all common surfaces.
  - ii. When an active employee is identified as being COVID-19 positive by testing, CDC cleaning and disinfecting must be performed as soon after the confirmation of a positive test as practical. In lieu of performing CDC cleaning and disinfecting, businesses may shut down for a period of at least 72 consecutive hours to allow for natural deactivation of the virus, followed by site personnel performing a comprehensive disinfection of all common surfaces.
  - i. CDC protocols can be found online at:  
<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html> and <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>.

**II. Personal Care businesses are encouraged to follow additional best practices:**

- a. Cashless and receiptless transactions.
- b. Customers enter and exit through different entries using one-way traffic, where possible.

**Personal Care Services  
Attachment G  
Issued April 22, 2020  
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Part of Phase I**

- c. Reserved hours for operation limited to high-risk populations.
- d. A manager or shop owner should be on site during business hours at all times.

**Non-Essential Non-Public-Facing Businesses**  
**Attachment H**  
**Issued April 22, 2020**  
**Effective April 24, 2020**  
**Part of Phase 1**

By: Governor Mike Dunleavy   
Commissioner Adam Crum  Alaska Department of Health and Social Services  
Dr. Anne Zink  Chief Medical Officer, State of Alaska

- I. Applicability:** This section applies to businesses not interacting with the public and which are not included in Attachment A: *Alaska Essential Services and Critical Infrastructure Order*.
- II. Non-Public-Facing Businesses may resume operations only if they meet all of the following requirements:**
- a. Social Distancing:
    - i. Cloth face coverings must be worn by all employees.
    - ii. All occupied, desks, cubicles, or open work spaces must be at least six feet apart.
    - iii. Any high-risk employee must be provided an alternative workspace and/or special accommodations at the employee's request to avoid contact with, and mitigate the risk of, the employee's exposure to colleagues and others at the business.
    - iv. Employers should make efforts to maximize remote work opportunities for eligible employees.
    - v. Establish a COVID-19 Mitigation Plan addressing the practices and protocols to protect staff.
  - b. Hygiene Protocols:
    - i. Employer must provide hand washing capability or sanitizer in communal spaces.
    - ii. Frequent hand washing must be enforced.
    - iii. An adequate supply of soap, disinfectant, hand sanitizer, and paper towels must be available.
    - iv. Employer must provide daily touch-point sanitization (e.g. workstations, equipment, screens, doorknobs, restrooms) throughout the work site.
  - c. Staffing:
    - i. Provide training for employees regarding these requirements and provide each employee a copy of the COVID-19 Mitigation Plan.
    - ii. Employer must conduct pre-shift screening and maintain staff screening log.
    - iii. No employee displaying symptoms of COVID-19 will provide services to customers. Symptomatic or ill employees may not report to work.
    - iv. No person may work within 72 hours of exhibiting a fever.

**Non-Essential Non-Public-Facing Businesses**

**Attachment H**

**Issued April 22, 2020**

**Effective April 24, 2020**

**Part of Phase 1**

- v. Employer must establish a plan for employees getting ill and a return-to-work plan following CDC guidance, which can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>.
- d. Cleaning and Disinfecting:
  - i. Cleaning and disinfecting must be conducted in compliance with CDC protocols weekly or, in lieu of performing the CDC cleaning and disinfecting, the business may shut down for a period of at least 72 consecutive hours per week to allow for natural deactivation of the virus, followed by site personnel performing a comprehensive disinfection of all common surfaces.
  - ii. When an active employee is identified as being COVID-19 positive by testing, CDC cleaning and disinfecting must be performed as soon after the confirmation of a positive test as practical. In lieu of performing CDC cleaning and disinfecting, businesses may shut down for a period of at least 72 consecutive hours to allow for natural deactivation of the virus, followed by site personnel performing a comprehensive disinfection of all common surfaces.
  - i. CDC protocols can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html> and <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>.

For the latest information on COVID-19, visit [coronavirus.alaska.gov](https://coronavirus.alaska.gov)

State of Alaska COVID-19 Mandate 016 - Attachment H

Non-Essential Non-Public-Facing Businesses



Governor Michael J. Dunleavy  
STATE OF ALASKA

## **\*\* COVID-19 HEALTH MANDATE \*\***

### **Amendments to Mandate 016**

Issued: April 23, 2020

By: Governor Mike Dunleavy  
Commissioner Adam Crum Alaska Department of Health and Social Services  
Dr. Anne Zink Chief Medical Officer, State of Alaska

Mandate 016, issued on April 22, 2020, is amended to include Attachments I through M.

Unless explicitly modified by this Mandate, as set forth below and in Attachments I through M, prior Mandates remain in effect, unless and until they are amended, rescinded, or suspended by further order of the Governor. The Governor and the State of Alaska reserve the right to amend this Mandate at any time in order to protect the public health, welfare, and safety of the public and assure the state's safe resumption of economic activity.

The activities and businesses listed below that were previously governed by the referenced Mandates may resume under the conditions and guidance provided in the following attachments.

Attachment I – Childcare and Day Camps – modifies Mandate 011  
Attachment J – Fishing Charters – modifies Mandate 011  
Attachment K – Gyms and Fitness Centers – modifies Mandate 03.1  
Attachment L – Lodging and Overnight Camping – modifies Mandate 011  
Attachment M – Intrastate Travel/Outdoor Day Activity – modifies Mandates 011 and 012

Issued: April 24 2020

By: Governor Mike Dunleavy  
Commissioner Adam Crum Alaska Department of Health and Social Services  
Dr. Anne Zink Chief Medical Officer, State of Alaska

Attachment N – Social, Religious, and other Gatherings



**Childcare and Day Camps**  
**Attachment I**  
**Issued April 23, 2020**  
**Effective April 24, 2020**  
**Part of Phase I**

By: Governor Mike Dunleavy   
Commissioner Adam Crum  Alaska Department of Health and Social Services  
Dr. Anne Zink  Chief Medical Officer, State of Alaska

**I. Purpose:** This is intended to allow for people to return to the workforce as much as possible while still protecting public health.

**II. Requirements to Operate:**

- a. Definition of group:
  - i. “Group” includes the number of children in a distinct unit. It does not include staff.
- b. Social Distancing:
  - i. Groups must be static, that is, no mixing of children between groups.
  - ii. Group size must be no more than ten children.
  - iii. Social distancing should be encouraged whenever possible with an understanding on limitations in social distancing in young children.
  - iv. Summer camps should have enhanced social distancing measures and should be held outside whenever feasible.
  - v. Visitors and activities (such as field trips) involving other groups are prohibited.
  - vi. Camp or facility must explain health guidelines to all children and staff, in an age-appropriate manner.
  - vii. Camp or facility must establish a COVID-19 Mitigation Plan addressing the practices and protocols to protect staff and children.
  - viii. Camp or facility must develop policies that ensure adequate supplies for the number of children in each group to minimize sharing of high-touch materials to the extent possible. For example, camp or facility will procure sufficient art supplies, assign equipment to a single child, etc. If there are not enough high-touch materials for each child, the camp or facility must assure that materials are disinfected between uses and that children wash their hands before and after using shared supplies.
  - ix. Camp or facility must post entryway signage stating clearly that any person with symptoms consistent with COVID-19 may not enter the premises.
  - x. Activities which require projection of voice or physical exertion must only take place outdoors, with a minimum of ten feet between each person, with an understanding on limitations in social distancing in young children.

For the latest information on COVID-19, visit [coronavirus.alaska.gov](https://coronavirus.alaska.gov)  
State of Alaska COVID-19 Mandate 016 - Attachment I

Childcare and Day Camps

**Childcare and Day Camps**  
**Attachment I**  
**Issued April 23, 2020**  
**Effective April 24, 2020**  
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c. Capacity:

- i. Group size limited to no more than ten.
- ii. A facility, camp, or social activity may oversee multiple groups, as long as the groups are kept apart at all times and no mixing between groups occurs, including staff. Each group should have separate eating areas, recreation space, and restroom facilities.
- iii. Camps should encourage registration for longer periods (multiple weeks versus one week) to minimize mixing of participants.
- iv. For any attendees who come from out-of-state or have recently traveled out-of-state, camp or facility staff will require affirmation from the parent or guardian that the child has abided by the 14-day quarantine requirement prior to participation after arriving in the community.

d. Hygiene Protocols:

- i. Camp and facility staff must clean and disinfect frequently touched surfaces on an hourly basis. This includes tables, doorknobs, light switches, countertops, handles, sinks, faucets, and toys.
- ii. Camp and facility must maintain an adequate supply of disinfectant, hand sanitizer, and paper towels to have available.
- iii. Camp and facility staff must wash hands frequently using hot water, if possible, with soap. Handwashing must occur before and after food preparation, assisting a child with eating, and changing diapers. If soap and water are not readily available, camp must supply hand sanitizer with at least 60 percent alcohol.
- iv. Camp and facility staff should require frequent handwashing or use of hand sanitizer, if handwashing is not available, by the children. This includes upon entry into the facility or camp, before and after an activity, and at a minimum, on an hourly basis.

e. Staffing/Operations:

- i. Cloth face coverings must be worn by all employees. Face coverings may be removed for a short time when necessary, such as when playing a musical instrument, but must be worn at all other times.
- ii. Cloth face coverings are prohibited on babies and children under the age of two because of the danger of suffocation, but cloth face coverings should be encouraged in older children.
- iii. Camp or facility must maintain a hard copy of the COVID-19 Mitigation Plan and any other written safety, sanitization, and physical distancing protocols (specific to COVID-19) on the business premises.

**Childcare and Day Camps**  
**Attachment I**  
**Issued April 23, 2020**  
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- iv. Camp or facility staff must supervise young children when using hand sanitizer.
- v. Camp or facility staff must communicate to parents or guardians the importance of keeping children home when they are sick. No child may return to camp or facility within 72 hours after last fever.
- vi. Camp or facility staff must screen every child daily upon arrival. If a touchless thermometer is available, staff will conduct temperature checks.
- vii. If a cafeteria or group dining room is typically used, meals should be in classrooms instead. Camp or facility must plate each child's meal individually so that multiple children are not using the same serving utensils.
- viii. If possible, food preparation should not be done by the same staff who diaper children. If the same staff perform both tasks, the staff person must wash their hands before and after every event (food preparation and changing a diaper).
- ix. If possible, the camp or facility should designate certain sinks to be used for food preparation only. If that is not possible, the sink must be cleaned and disinfected after each use.
- x. Camp or facility must teach and model social distancing, creating space, and avoiding unnecessary touching, in an age-appropriate manner.
- xi. Camps or facilities must provide training for staff regarding these requirements and provide each staff member a copy of the COVID-19 Mitigation Plan.
- xii. Camp or facility must conduct staff pre-shift screening and maintain staff screening log.
- xiii. No staff displaying symptoms of COVID-19 will provide services to children. Symptomatic or ill staff may not report to work.
- xiv. No staff member may report to the work site within 72 hours of exhibiting a fever.
- xv. Employer must establish a plan for employees getting ill and a return-to-work plan following CDC guidance, which can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>.

f. Cleaning and Disinfecting:

- i. Cleaning and disinfecting must be conducted in compliance with CDC protocols weekly or, in lieu of performing the CDC cleaning and disinfecting, the camp or facility may shut down for a period of at least 72 consecutive hours per week to allow for natural deactivation of the virus, followed by site personnel performing a comprehensive disinfection of all common surfaces.

For the latest information on COVID-19, visit [coronavirus.alaska.gov](https://coronavirus.alaska.gov)

State of Alaska COVID-19 Mandate 016 - Attachment I

Childcare and Day Camps

**Childcare and Day Camps**  
**Attachment I**  
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- ii. When an active staff member is identified as being COVID-19 positive by testing, CDC cleaning and disinfecting must be performed as soon after the confirmation of a positive test as practical. In lieu of performing CDC cleaning and disinfecting, camps or facilities may shut down for a period of at least 72 consecutive hours to allow for natural deactivation of the virus, followed by staff performing a comprehensive disinfection of all common surfaces.
- iii. CDC protocols can be found on line at:  
<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html> and <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>.

**III. The following best practices are encouraged:**

- a. Any person in a high-risk population is encouraged to stay home, not work in childcare settings, and avoid entering for drop off or pick up.
- b. Camp or facility should provide for staggering arrival and drop off times and limit direct contact with parents, guardians, or family members as much as possible.

**Fishing Charters**  
**Attachment J**  
**Issued April 22, 2020**  
**Effective April 24, 2020**  
**Part of Phase I**

By: Governor Mike Dunleavy   
Commissioner Adam Crum, Alaska Department of Health and Social Services  
Dr. Anne Zink, Chief Medical Officer, State of Alaska

- I. Applicability:** This attachment applies to day fishing charter operations and modifies the restrictions outlined in Mandate 011.
- II. Day fishing charters can resume operations only if they meet all of the following requirements:**
- a. Social Distancing:
- i. Passengers must bring their own food and drinks onboard. Food and drinks must be kept separate from the crew's food and drinks.
  - ii. Passengers and crewmembers should not pass or share fishing rods or equipment, to the maximum extent possible.
  - iii. Passengers and crewmembers must wear cloth face coverings that meet the recommendations contained in Health Alert 010.
  - iv. Crewmembers shall clean or dispose of face coverings in accordance with Health Alert 010.
  - v. If possible, social distance of at least six feet is maintained between individuals; if not possible, crewmember and patrons must maintain as much social distancing as allowed on the vessel, depending on its size and configuration. Passengers and crewmembers from the same household are not required to social distance from each other.
  - vi. The vessel captain must establish a COVID-19 Mitigation Plan addressing the practices and protocols to protect staff and the public.
  - vii. Signage must be posted on the vessel to notify the public of the vessels COVID-19 Mitigation Plan and clearly state that any person with symptoms consistent with COVID-19 may not enter the vessel.
- b. Capacity:
- i. If patrons are household members, the charter may be for the full legal load/capacity of the boat or vessel.
  - ii. If patrons are non-household members, fishing charters may only take the number of patrons that can maintain social distancing requirements if their vessel is not large enough to allow each patron and crewmember to social distance at legal load/capacity.
- c. Hygiene Protocols:
- i. Crewmembers must provide handwashing capability or sanitizer on the vessel.
  - ii. Frequent handwashing by employees, and an adequate supply of soap, disinfectant, hand sanitizer, and paper towels must be available.

For the latest information on COVID-19, visit [coronavirus.alaska.gov](https://coronavirus.alaska.gov)  
State of Alaska COVID-19 Mandate 016 - Attachment J

**Fishing Charters**  
**Attachment J**  
**Issued April 22, 2020**  
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- iii. Crewmembers must provide for hourly touch-point sanitization (e.g. workstations, equipment, screens, doorknobs, restrooms).
- d. Staffing:
  - i. Vessel captains must provide training for crewmembers regarding the COVID-19 Mitigation Plan, train their crewmembers in basic hygiene practices, such as frequent and thorough hand washing, respiratory etiquette (e.g., covering coughs and sneezes), and discourage crewmembers or passengers from using others' personal property, work tools, and equipment.
  - ii. Vessel captains must conduct pre-shift staff screening and maintain staff screening log.
  - iii. No crewmembers displaying symptoms of COVID-19 may provide services to customers. Symptomatic or ill employees may not report to work.
  - iv. No crew member may report to the work site within 72 hours of exhibiting a fever.
  - v. Employer must establish a plan for employees getting ill and a return-to-work plan following CDC guidance, which can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>.
- e. Cleaning and Disinfecting:
  - i. Cleaning and disinfecting must be conducted in compliance with CDC protocols weekly or, in lieu of performing the CDC cleaning and disinfecting, the vessel may shut down for a period of at least 72 consecutive hours per week to allow for natural deactivation of the virus, followed by site personnel performing a comprehensive disinfection of all common surfaces.
  - ii. When an active employee is identified as being COVID-19 positive by testing, CDC cleaning and disinfecting must be performed as soon after the confirmation of a positive test as practical. In lieu of performing CDC cleaning and disinfecting, vessels or facilities may shut down for a period of at least 72 consecutive hours to allow for natural deactivation of the virus, followed by site personnel performing a comprehensive disinfection of all common surfaces.
  - iii. CDC protocols can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html> and <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>.

**Gyms and Fitness Centers**  
**Attachment K**  
**Issued April 22, 2020**  
**Effective April 24, 2020**  
**Part of Phase I**

By: Governor Mike Dunleavy  
Commissioner Adam Crum Alaska Department of Health and Social Services  
Dr. Anne Zink Chief Medical Officer, State of Alaska

- I. Applicability:** This attachment applies to outdoor gym and fitness classes and activities only. Indoor fitness activities are still prohibited.
- II. Outdoor classes and activities at gyms and fitness centers can resume operations only if they meet all of the following requirements:**
- a. Social Distancing:
- i. Reservations only. Walk-ins prohibited.
  - ii. Class or group workouts must consist of 20 or fewer participants, including staff.
  - iii. Social distancing of at least ten feet must be maintained while exercising between individuals. When not exercising, social distancing of six feet must be maintained.
  - iv. In class or group workout settings, the business should provide clear markings to indicate where each person should stand to maintain this distance. Workout equipment available for use should be spaced to maintain ten-foot-distancing (can use signage to close certain equipment to maintain distancing).
  - v. Cloth face coverings must be worn by all employees.
  - vi. Establish a COVID-19 Mitigation Plan addressing the practices and protocols to protect staff and the public.
  - vii. Entryway signage notifying the public of the business's COVID-19 Mitigation Plan and stating clearly that any person with symptoms consistent with COVID-19 may not enter the premises.
  - viii. Each participant must be screened prior to the activity. No one can participate who is exhibiting symptoms or who has knowingly been in contact with a suspected positive case of COVID-19 within the past 14 days.
  - ix. No participant may join a class or group within 72 hours of exhibiting a fever.
  - x. This screening should be conducted electronically, in advance. If the screening is in person, pens and touch screens must be sanitized before and after each use.



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b. Hygiene:

- i. Facility must provide handwashing capability or sanitizer at customer entrance and in communal spaces.
- ii. Frequent handwashing by employees and an adequate supply of soap, disinfectant, hand sanitizer, and paper towels must be available.
- iii. Employer must provide for hourly touch-point sanitization (e.g. workstations, equipment, screens, doorknobs, restrooms) throughout work site.
- iv. Any equipment used must be fully disinfected prior to the activity, between each participant's use of the equipment, and after the activity.
- v. Equipment shall not be shared between patrons at the same time (must be fully disinfected prior to the next participant's use).
- vi. Businesses must comply with CDC guidelines to the maximum extent possible: <https://www.cdc.gov/mrsa/community/environment/athletic-facilities.html>.

c. Staffing/Operations:

- i. Provide training for employees regarding these requirements and the COVID-19 Mitigation Plan.
- ii. Conduct pre-shift staff screening and maintain staff screening log.
- iii. No employee displaying symptoms of COVID-19 may provide services to customers. Symptomatic or ill employees may not report to work.
- iv. No employee may report to the work site within 72 hours of exhibiting a fever.
- v. Employer must establish a plan for employees getting ill and a return-to-work plan following CDC guidance, which can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>.
- vi. Regular social distancing of six feet, and hygiene protocols, must be followed by staff during necessary non-public facing operations.

d. Cleaning and Disinfecting:

- i. Cleaning and disinfecting must be conducted in compliance with CDC protocols weekly or, in lieu of performing the CDC cleaning and disinfecting, the business may shut down for a period of at least 72 consecutive hours per week to allow for natural deactivation of the virus, followed by site personnel performing a comprehensive disinfection of all common surfaces.
- ii. When an active employee is identified as being COVID-19 positive by testing, CDC cleaning and disinfecting must be performed as soon after the confirmation of a positive test as practical. In lieu of performing CDC

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cleaning and disinfecting, the business may shut down for a period of at least 72 consecutive hours to allow for natural deactivation of the virus, followed by site personnel performing a comprehensive disinfection of all common surfaces.

- iii. CDC protocols can be found online at:

<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html> and <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>.

### **III. Gyms and Exercise/Fitness Businesses are encouraged to follow additional best practices:**

- a. Cashless and receiptless transactions.
- b. Participants encouraged to wear cloth face coverings.

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Gyms and Fitness Centers

**Lodging and Overnight Camping**  
**Attachment L**  
**Issued April 22, 2020**  
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**Part of Phase I**

By: Governor Mike Dunleavy   
Commissioner Adam Crum  Alaska Department of Health and Social Services  
Dr. Anne Zink  Chief Medical Officer, State of Alaska

- I. Applicability:** This Attachment applies to camping and lodging facilities and areas, including, but not limited to:
- a. Overnight cabins for rental;
  - b. RV parks;
  - c. Tent sites;
  - d. Privately-owned campgrounds;
  - e. Bed and breakfasts;
  - f. Hotels, motels, and inns.
- II. Unless a business has filed a protective plan, as required under Mandate 010 Attachment A, the above businesses may resume operations only by meeting all of the following requirements:**
- a. Social Distancing:
    - i. Reservations only. Walk-ins prohibited.
    - ii. To the extent possible, a business should take reservations online or by phone and encourage electronic payment methods.
    - iii. When contacted for a reservation, a representative of the business must ask if the group consists only of household members and can rely on the groups answer.
    - iv. Non-household members are prohibited from sharing any cabin, tent, or other lodging.
    - v. Cloth face coverings must be worn by all employees.
    - vi. Social distancing of at least six feet is maintained between non-household members in common areas of the facility/business.
    - vii. Business must establish a COVID-19 Mitigation Plan addressing the practices and protocols to protect staff and the public, including housekeeping services.
    - viii. Entryway signage must notify the public of the business's COVID-19 Mitigation Plan and clearly state that any person with symptoms consistent with COVID-19 may not enter the premises.
    - ix. Campsites, tent sites, and RV sites must be spaced apart, with no site being occupied within 25 feet of another by non-household members.
  - b. Hygiene Protocols:
    - i. Business must provide handwashing capability or sanitizer at customer entrance and in communal spaces.
    - ii. Frequent hand washing by employees, and an adequate supply of soap, disinfectant, hand sanitizer, and paper towels must be available.

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- iii. Business must provide for hourly touch-point sanitization (e.g., workstations, equipment, screens, doorknobs, restrooms) throughout work site and common areas.
- c. Staffing:
  - i. Business must provide training for employees regarding these requirements and provide each employee a copy of the COVID-19 Mitigation Plan.
  - ii. Business must conduct pre-shift screening and maintain staff screening log.
  - iii. No employee displaying symptoms of COVID-19 may provide services to customers. Symptomatic or ill employees may not report to work.
  - iv. No employee may report to the work site within 72 hours of exhibiting a fever.
  - v. Business must establish a plan for employees getting ill and a return-to-work plan following CDC guidance, which can be found online at:  
<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>.
- d. Cleaning and Disinfecting:
  - i. Cleaning and disinfecting must be conducted in compliance with CDC protocols weekly or, in lieu of performing the CDC cleaning and disinfecting, the business may shut down for a period of at least 72 consecutive hours per week to allow for natural deactivation of the virus, followed by site personnel performing a comprehensive disinfection of all common surfaces.
  - ii. When an active employee is identified as being COVID-19 positive by testing, CDC cleaning and disinfecting must be performed as soon after the confirmation of a positive test as practical. In lieu of performing CDC cleaning and disinfecting, businesses may shut down for a period of at least 72 consecutive hours to allow for natural deactivation of the virus, followed by site personnel performing a comprehensive disinfection of all common surfaces.
  - i. CDC protocols can be found online at:  
<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html> and <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>.

**III. Mixed Businesses/Application of Other Attachments**

- a. If there is a dine-in restaurant on site, then Attachment F also applies.
- b. If there are retail services provided on-site, such as a gift store or convenience store, then Attachment E also applies.
- c. To the extent that the business has filed a protection plan as an essential business under Attachment A, that plan governs the business's operation for non-essential patrons.

**Intrastate Travel And Outdoor Day Activity**  
**Attachment M**  
**Issued April 22, 2020**  
**Effective April 24, 2020**  
**Part of Phase I**

By: Governor Mike Dunleavy   
Commissioner Adam Crum  Alaska Department of Health and Social Services  
Dr. Anne Zink  Chief Medical Officer, State of Alaska

**I. Applicability:** This attachment applies to recreational intrastate travel and outdoor daytime activities (not overnight) and modifies travel restrictions in Health Mandate 012 and relevant portions of Health Mandate 011.

**II. Intrastate travel and outdoor day recreation is permitted under the following conditions and guidance:**

- a. Household Members: members of the same household, travelling in a passenger vehicle or car, are permitted to travel between communities and generally on the road system for any purpose, including, but not limited to, recreational or sightseeing activities conducted within the mandate guidelines.
- b. Day Recreation: members of different households may jointly engage in outdoor activity so long as:
  - i. The group does not exceed 20 persons;
  - ii. Non-household members shall not travel in the same vehicle together to the site of the activity;
  - iii. Non-household members shall maintain a six-foot distance from members of other households at all times during the outdoor activity.
  - iv. In mixed household groups, members of each group should wear cloth face coverings.
  - v. Non-household members must adhere to social distancing protocols, and shall refrain from touching each other and from sharing food or drink.
  - vi. The group shall assure members have sufficient hand sanitizer to disinfect hands during the activity and upon returning to the vehicle or car.
  - vii. Upon returning home, members of the group must wash their hands and wash their clothes before using them again.

**III. Precautions while traveling:**

- a. Stops shall be minimized on the way to the final destination.
- b. If travelers must stop for food, gas, or supplies, only one traveler shall engage with the third-party vendor. The traveler must practice social distancing by keeping six feet away from others when possible, and avoid crowded places whenever possible. Cloth face coverings should be used whenever a traveler engages with a third-party vendor(s).

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- c. Travelers who have to stop, shall wash their hands or use hand sanitizer before exiting, and immediately after returning, to the car or vehicle.

**IV. Additional information:**

- a. Travelers should refer to Mandate 016 for further and additional information on how to navigate state and local rules regarding intrastate travel and recreation.
- b. Alaskans should refer to other mandates and guidance as appropriate when engaging in other activities, such as overnight camping or lodging.

**Social, Religious, and Other Gatherings**  
**Attachment N**  
**Issued April 24, 2020**  
**Effective April 24, 2020**  
**Part of Phase 1**

By: Governor Mike Dunleavy  
Commissioner Adam Crum  
Dr. Anne Zink, Chief Medical Officer, State of Alaska

- I. Applicability:** This attachment applies to different types of gatherings of individuals and social organizations, including funerals and weddings, not otherwise covered by other attachments. This attachment modifies Health Alert 011 and Health Mandate 012. Businesses and non-profits are covered under other attachments to Mandate 016.
- II. Social Distancing Protocols for Individuals:** These requirements apply to both indoor and outdoor settings.
- a. Movement outside the home:
- i. Individuals are no longer required to stay home as previously required by Mandate 011.
  - ii. Individuals frequenting businesses must adhere to the requirements set forth in the relevant attachment applicable to that industry.
    1. When in public spaces, every effort must be taken to maintain six-foot social distance from other members of the public. Social distancing is not required for members of the same household.
    2. In all gatherings that include multiple households, cloth face coverings should be worn by all participants. See Health Alert 010 for helpful information on cloth face coverings. This can be found online at:  
[http://dhss.alaska.gov/dph/Epi/id/SiteAssets/Pages/HumanCoV/SOA\\_04032020\\_HealthAlert010\\_ClothFaceCoverings.pdf](http://dhss.alaska.gov/dph/Epi/id/SiteAssets/Pages/HumanCoV/SOA_04032020_HealthAlert010_ClothFaceCoverings.pdf)
- b. Travel:
- i. Interstate travel is subject to Mandate 010, requiring 14-day quarantine upon arriving or returning to Alaska.
  - ii. Intrastate travel between communities on the road system is permitted whether by driving or flying to your destination. (See also Attachment M for other requirements and guidance.)
- c. Symptomatic Individuals:
- i. Any family member who is ill with COVID-19 must be immediately isolated in their home or other permitted place of isolation. See <https://www.cdc.gov/coronavirus/2019-ncov/hcp/guidance-prevent-spread.html#precautions>.

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- ii. Any individual who exhibits symptoms of COVID-19 illness must not leave their home or place of dwelling within 72 hours of their last fever, including to work, except as necessary to seek or receive medical care. Individuals who are symptomatic, but did not manifest a fever, must not leave their home or dwelling place until they no longer exhibit symptoms.
- iii. Any individual who exhibits symptoms of illness may not participate in gatherings that include non-household members for at least 72 hours past their last fever. Individuals who are symptomatic, but did not manifest a fever must not leave their home or dwelling place until they no longer exhibit symptoms.
- iv. Individuals who have known exposure to a person who has tested positive for COVID-19 shall self-quarantine for 14 days following the last exposure, and shall not participate in any gatherings with non-household members.

**III. Guidance for Social and Other Gatherings:**

For Indoor gatherings:

- a. This section applies broadly to any types of gatherings, including political, union, fundraising, or other group events.
- b. No gathering larger than 20 people is allowed, which includes the minimum number of necessary personnel to facilitate the event, or 25 percent maximum occupancy as required by law (whichever is smaller).
- c. Gatherings may include non-household members.
- d. Six-foot distancing must be maintained between non-household members.
- e. At gatherings including non-household members, cloth face coverings must be worn, when possible. See Health Alert 010 for helpful information on cloth face coverings.  
[http://dhss.alaska.gov/dph/Epi/id/SiteAssets/Pages/HumanCoV/SOA\\_04032020\\_HealthAlert010\\_ClothFaceCoverings.pdf](http://dhss.alaska.gov/dph/Epi/id/SiteAssets/Pages/HumanCoV/SOA_04032020_HealthAlert010_ClothFaceCoverings.pdf)
- f. If the event is being held in a building that is open to the public, and not an individual's home:
  - i. Establish a COVID-19 Mitigation Plan addressing the practices and protocols to protect staff, volunteers, and the public.
  - ii. Entry signage must be posted notifying the public of the organization's COVID-19 Mitigation Plan and stating clearly that any person with symptoms consistent with COVID-19 may not enter the premises.
  - iii. Persons enter and exit through different entries using one-way traffic, where possible.
  - iv. The organizer or facility must provide handwashing capability or sanitizer at entrance and in communal spaces.

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- v. Frequent handwashing by staff and volunteers, and an adequate supply of soap, disinfectant, hand sanitizer, and paper towels must be available.
- vi. Organization must provide for hourly touch-point sanitization (e.g., workstations, equipment, screens, doorknobs, restrooms) throughout facility during the gathering.
- vii. No food or drink may be provided; if allowed at the venue, individuals may bring their own.

**For Outdoor Gatherings:**

- i. No gathering larger than 20 people is allowed, social distancing must be maintained between individuals and household groups.
- ii. Social distance of at least six feet is maintained between individuals and groups of non-household members.
- iii. If singing or projecting of voice, then a minimum of ten feet between each person.

**IV. Additional Guidance for Religious Gatherings.** The general guidelines on religious activities outlined in Health Alert 011 still apply except as amended below:

**For Indoor Services:**

- i. No gathering larger than 20 people is allowed, which includes the minimum number of necessary personnel or volunteers to facilitate the service, or 25 percent maximum occupancy as required by law (whichever is smaller).
  - ii. Gatherings may include members from different households.
  - iii. Six-foot distancing must be maintained between non-household members.
  - iv. At gatherings including non-household members, fabric face coverings must be worn, when possible. See Health Alert 010 for helpful information on face coverings.  
[http://dhss.alaska.gov/dph/Epi/id/SiteAssets/Pages/HumanCoV/SOA\\_040320\\_20\\_HealthAlert010\\_ClothFaceCoverings.pdf](http://dhss.alaska.gov/dph/Epi/id/SiteAssets/Pages/HumanCoV/SOA_040320_20_HealthAlert010_ClothFaceCoverings.pdf) .
- a. If in-person services (instead of livestream or drive-in services discussed in Health Alert 010) are held, the following requirements apply:
- i. Establish a COVID-19 Mitigation Plan addressing the practices and protocols to protect staff, volunteers and the public.
  - ii. Entry signage must be posted notifying the public of the organization's COVID-19 Mitigation Plan and stating clearly that any person with symptoms consistent with COVID-19 may not enter the premises.
  - iii. Require persons enter and exit through different entries using one-way traffic, where possible.
  - iv. The organizer or facility must provide handwashing or sanitizer at entrance and in communal spaces.

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- v. Establish protocols for sacrament, communion, or collecting offering with minimal handling of the offering plate and money and proper sanitization of hands and disinfecting of surfaces.
- vi. Frequent handwashing by staff and volunteers, and an adequate supply of soap, disinfectant, hand sanitizer, and paper towels must be available.
- vii. Organization must provide for hourly touch-point sanitization (e.g. workstations, equipment, screens, doorknobs, restrooms) throughout facility during the gathering.

For Outdoor Services:

- i. No gathering larger than 20 people is allowed, social distancing must be maintained between individuals and household groups.
- ii. Social distance of at least six feet is maintained between individuals and groups of non-household members.
- iii. If singing or projecting of voice, then minimum of ten feet between each person.

Further guidance for community and faith-based organizations can be found <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/index.html>.