



**City of Gustavus**  
P.O. Box 1  
Gustavus, AK 99826  
Phone: (907) 697-2451

# General Meeting Packet

April 13, 2020



# GUSTAVUS CITY COUNCIL

## GENERAL MEETING

### APRIL 13, 2020

### 7:00 PM AT CITY HALL

#### **Gustavus City Council:**

##### **Mayor (Seat C):**

Calvin Casipit  
calvin.casipit@gustavus-ak.gov  
Term Expires 2020

##### **Vice Mayor (Seat F):**

Brittney Cannamore  
brittney.cannamore@gustavus-ak.gov  
Term Expires 2021

##### **Council Member (Seat G):**

Susan Warner  
susan.warner@gustavus-ak.gov  
Term Expires 2021

##### **Council Member (Seat A):**

Joe Clark  
joe.clark@gustavus-ak.gov  
Term Expires 2022

##### **Council Member (Seat B):**

Joe Vanderzanden  
joe.vanderzanden@gustavus-ak.gov  
Term Expires 2022

##### **Council Member (Seat D):**

Mike Taylor  
mike.taylor@gustavus-ak.gov  
Term Expires 2020

##### **Council Member (Seat E):**

Shelley Owens  
shelley.owens@gustavus-ak.gov  
Term Expires 2021

#### **Gustavus City Hall:**

City Administrator-Tom Williams  
administrator@gustavus-ak.gov

City Clerk, CMC-Karen Platt  
clerk@gustavus-ak.gov

City Treasurer-Phoebe Vanselow  
treasurer@gustavus-ak.gov

1. Call to Order
2. Roll Call
3. Approval of Minutes
  - A. 03-09-2020 General Meeting
  - B. 03-24-2020 Special Meeting
  - C. 03-30-2020 Emergency Meeting
4. Mayor's Request for Agenda Changes
5. Committee/Staff Reports
  - A. Library
  - B. Gustavus Volunteer Fire Dept.
    - COVID-19 update
  - C. Treasurer/Financial
  - D. City Administrator
6. Public Comment on Non-Agenda Items
7. Consent Agenda
  - A. Certificate of Records Destruction
  - B. City of Gustavus waives the right to file a protest of the Excursion Restaurant, LLC Liquor License Renewal
  - C. City of Gustavus waives the right to file a protest of the Annie Mae Lodge, LLC Liquor License Renewal
8. Ordinance for Public Hearing: (Introduction 03-09-20)
  - A. **FY20-12** Title 8 Marine Facilities Revisions  
(Introduction 03-09-20)
  - B. **FY20-13NCO** – Providing for the Amendment of Department Budgets for FY20 (Introduction 03-09-20)
  - C. **FY20-14** Title 4 Revenue and Finance Revisions  
(Introduction 03-09-20)
  - D. **FY20-15** Title 10 - Special Use of City Land  
(Introduction 03-09-20)
  - E. **FY20-16** Title 11 - Sales Made by Remote Sellers  
(Introduction 03-09-20)
9. Unfinished Business:
10. New Business:
  - A. Evaluation of Termination Date for COG COVID-19 Rule 1 and Rule 2
  - B. City of Gustavus Capital Improvement Plan: 2020-2025
  - C. Motion to Write-Off Ambulance Transport Fee for Out-of-State Medicaid Enrollee
  - D. Issuance of RFQ FY20-06 Library Roof Repair
  - E. Issuance of RFQ CP19-06 DRC New Compost System Project
  - F. **CY20-14** Emergency Management
11. City Council Reports
12. City Council Questions and Comments
13. Public Comment on Non-Agenda Items
14. Executive Session
15. Adjournment



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P.O. Box 1  
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# Approval of Minutes

**GUSTAVUS CITY COUNCIL  
GENERAL MEETING MINUTES  
March 9, 2020**

**1. CALL TO ORDER:**

A General Meeting of the Gustavus City Council is called to order on March 9, at 7:02 pm by Mayor Casipit. There are eighteen (18) members of the public in attendance at Gustavus City Hall.

**2. ROLL CALL:**

Comprising a quorum of the City Council the following are present:

Mayor Casipit  
Vice Mayor Cannamore – Via Conference Call  
Council Member Clark  
Council Member Vanderzanden  
Council Member Warner  
Council Member Taylor  
Council Member Owens

There are 7 members present, and a quorum exists

*Mayor Casipit presented the Gustavus Volunteer Fire Department Chief and Volunteers with a certificate expressing the councils' appreciation for their dedication, professionalism and contribution toward the protection and safety of our town.*



**3. APPROVAL OF MINUTES:**

**A. 02-10-2020 General Meeting**

MOTION: Council Member Warner moved to approve by unanimous consent the General Meeting Minutes from 02-10-2020.

SECONDED BY: Council Member Taylor

PUBLIC COMMENT: None

COUNCIL COMMENT: None

*Hearing no objections, Mayor Casipit announced the General Meeting Minutes from 02-10-2020 approved by unanimous consent*

**4. MAYOR'S REQUEST FOR AGENDA CHANGES:**

*Hearing no objections, Mayor Casipit announced the agenda as set*

**5. COMMITTEE REPORTS/STAFF REPORTS:**

**A. Clerk**-City Clerk, Karen Platt provided a written report and oral summary

**B. Financial**-City Treasurer, Phoebe Vanselow provided monthly financials

**C. City Administrator**-City Administrator, Tom Williams provided a written report and oral summary

**6. PUBLIC COMMENT ON NON-AGENDA ITEMS:**

**7. CONSENT AGENDA:**

**A. Certificate of Records Destruction**

**B. FY20-13NCO – Providing for the Amendment of Department Budgets for FY20**  
(Public Hearing 4-13-20)

**C. CY20-09 Remote Seller InterGov Agreement**

**D. CY20-10 Introduction of Remote Sellers Ordinance**

**E. FY20-16 Introduction of Title 11 Providing for the creation and adoption of Title 11 - Sales made by remote sellers** (Public Hearing 4-13-20)

**F. FY20-15 Introduction of Title 10 Providing for the Amendments to City Ordinance Title 10 Section 10.07.030 – Special Use of City Land** (Public Hearing 04-13-2020)

MOTION: Council Member Taylor moved to adopt the consent agenda by unanimous consent as presented

SECONDED BY: Council Member Owens

PUBLIC COMMENT: None

COUNCIL COMMENT: None

*Hearing no objections, the Consent Agenda is passed by unanimous consent*

**8. ORDINANCE FOR PUBLIC HEARING:**

**9. UNFINISHED BUSINESS:**

**A. FY20-12 Introduction of Title 8 Providing for the Revisions to City Ordinance Title 8** (Public Hearing 04-13-2020)

MOTION: Council Member Vanderzanden moved to approve introduction of FY20-12 Title 8 Providing for the Revisions to City Ordinance Title 8 (Public Hearing 04-13-2020)

SECONDED BY: Council Member Clark

PUBLIC COMMENT:

- 1) Marine Facilities Chair, Mike Halbert and Vice Chair, Colleen Stansbury provided a summary of recommendations to the Introduction of Title 8

COUNCIL COMMENT:

- 1) Warner
- 2) Casipit
- 3) Taylor
- 4) Clark

MOTION TO AMEND MAIN MOTION: Council Member Taylor moved to amend the Introduction of Title 8 by substituting with

Section 8.01.030 – Implied Agreement for use of Facilities; city liability denied.

**The City of Gustavus may require signed agreement to meet applicable regulatory requirements as a condition to issuing use permits to its harbor facilities.**

The owner, operator, master and/or managing agent of a vessel agrees to the following:

- a. ~~Vessels moored within the harbor facilities shall be capable of meeting the provisions of Section 8.07.090, Underway requirements, at all times, unless specifically authorized by the harbormaster.~~
- b. ~~Vessels, when unattended, shall be securely moored with lines, adequate in size and number for the boat, and suitable for weather and other conditions. Lines shall be easily removed by hand.~~
- c. ~~Vessels moored within the harbor facilities shall, at all times, be seaworthy and ready for immediate or emergency departure into local waters. At no time may a vessel be chained or locked to any float or other component or structure of the harbor facilities.~~
- d. ~~All moorage of vessels in the harbor facilities shall be in accordance with posted signs or as otherwise directed by the Harbormaster or the City of Gustavus.~~
- e. ~~All vessels and vehicles in, at or on the harbor facilities shall be parked, moored and maneuvered in a safe and orderly manner.~~

Section 8.01.040 – Definitions

- z) *Private Vessel.* Any motor vessel that is not engaged in business (business includes, but is not limited to, transportation of passengers **or freight** for hire or commercial fishing)

~~(dd) *Steel breakwater float.* A barrier that breaks the force of waves, attached to the Gustavus Multi-Modal Marine Facility that extends two hundred feet (200') east of the dock face.~~

Section 8.04.010 Conduct in harbor facilities – General Rules.

- a. **Vessels moored within the harbor facilities shall be capable of meeting the provisions of [Section 8.07.090](#), Underway requirements, at all times, unless specifically authorized by the harbormaster.**
- b. **Vessels, when unattended, shall be securely moored with lines, adequate in size and number for the boat, and suitable for weather and other conditions. Lines shall be easily removed by hand.**
- c. **Vessels moored within the harbor facilities shall, at all times, be seaworthy and ready for immediate or emergency departure into local waters. At no time may a vessel be chained or locked to any float or other component or structure of the harbor facilities.**
- d. **Moorage of all vessels in the harbor facilities shall be in accordance with posted signs or as otherwise directed by the harbormaster or the City of Gustavus.**
- e. **All vessels and vehicles in, at or on the harbor facilities shall be parked, moored and maneuvered in a safe and orderly manner.**
- f. **Use of the float system is not intended for vessel repair, or long - term moorage. Transient moorage in zoned areas is allowed with permission of the harbormaster.**

- g. Conduct of users of the marine facilities must be non-confrontational and cooperative, acknowledging the rights of all patrons to use the facilities. Any unresolved disagreements or confrontations should be documented and brought to the attention of City Hall.
- h. Cleaning of fish on the float is prohibited. Cleaning of fish aboard a vessel tied to the float is permitted so long as fish waste is retained on the vessel or packaged for safe removal to a shore disposal site.
- f. Discarding of fish carcasses or by-product waste must be done in accordance with Federal, State, and City of Gustavus laws. Dumping of such waste around City floats, State dock or the Salmon River boat harbor is prohibited. Fish or animal waste may not be discarded at the dock, and not closer than mid-channel of Icy Passage.
- g. Storage of gear, totes, coolers and trash on the floats is prohibited.
- h. Violation of any of these standards may result in suspension of facility use and/or a fine of up to \$200. per violation.

ROLL CALL VOTE ON AMENDMENT TO MAIN MOTION:

YES: Owens, Casipit, Clark, Taylor, Vanderzanden, Cannamore, Warner

NO: 0

MOTION **PASSES**/FAILS 7/0

ROLL CALL VOTE ON MAIN MOTION AS AMENDED:

YES: Warner, Vanderzanden, Taylor, Casipit, Cannamore, Clark, Owens

NO: 0

MOTION **PASSES**/FAILS 7/0

**10. NEW BUSINESS:**

**A. Review of Gustavus Visitor Association (GVA) Marketing Plan and Budget Request**

*GVA President, Leah Okin provided a summary and was available for questions.*

*Council review took place regarding the marketing plan and budget request of the GVA.*

*The City Council will determine how much to include in the FY21 budget to be approved at the June 8, 2020 General Meeting.*

**B. Review of Gustavus Children's Enhancement Program (GCEP) Budget Request**

*Council review took place regarding the budget request of the GCEP. The City Council will determine how much to include in the FY21 budget to be approved at the June 8, 2020 General Meeting.*

**C. DNR Beach CRMA Revision Negotiation**

MOTION: Council Member Taylor moves that the Council authorizes a team comprising Shelley Owens, Tom Williams and Mike Taylor to open negotiations with the Alaska Department of Natural Resources to update the Beach Tracts Cooperative Resource Management Agreement (CRMA) in order to correct technical deficiencies, clarify boundaries and covered areas, strengthen beach lands protection, reflect public input from initial CRMA implementation, and provide clearly for City authority to enforce Beach Park regulations. The Team shall communicate with a representative of the DeBoer

Family to assure that changes do not conflict with Quieting Title covenants held by the family over the Beach tracts and that mutual goals of both parties for beach land protection are assured. The team is to use the draft CRMA changes document, as reviewed in, and edited from, a special work session on January 28, 2020 and revised on March 3, 2020, as a starting point and guide reflecting current Council policy. The Team shall develop a new management plan map attachment reflecting the text updates to the CRMA. The Team shall file progress reports at least biweekly to the Council as negotiations proceed and shall recommend action to the Council when the team believes the negotiations have resulted in a potential agreement with DNR that reflects council policy and the best interests of the community and adjacent landowners.

SECONDED BY: Mayor Casipit

PUBLIC COMMENT:

- 1) Julie Howell

COUNCIL COMMENT:

- 1) Vanderzanden
- 2) Taylor
- 3) Owens
- 4) Warner
- 5) Casipit

ROLL CALL VOTE ON MOTION:

YES: Vanderzanden, Taylor, Cannamore, Owens, Casipit

NO: Warner, Clark

MOTION **PASSES**/FAILS 5/2

#### **FY20-14 Introduction of Title 4 Providing for the Revisions to City Ordinance Title 4 (Public Hearing 04-13-2020)**

MOTION: Council Member Clark moved to adopt FY20-14 Introduction of Title 4 Providing for the Revisions to City Ordinance Title 4 (Public Hearing 04-13-2020)

SECONDED BY: Council Member Vanderzanden

PUBLIC COMMENT:

- 1) Ken Lavine

COUNCIL COMMENT:

- 1) Warner
- 2) Vanderzanden
- 3) Casipit
- 4) Taylor
- 5) Owens

MOTION TO AMEND MAIN MOTION: Council Member Owens moved to amend main motion by deleting section 4.15.230 – Seasonal Fuel Excise Tax

SECONDED BY: Council Member Clark

ROLL CALL VOTE ON MOTION TO AMEND MAIN MOTION:

YES: Owens, Clark, Vanderzanden

NO: Casipit, Taylor, Cannamore, Warner

MOTION PASSES/**FAILS** 3/4

MOTION TO AMEND MAIN MOTION: Council Member Taylor moved to amend to delete from 4.15.230 (a) 3<sup>rd</sup> bullet reading “Diesel – Water Fuel Emulsion”

SECONDED BY: Council Member Vanderzanden

ROLL CALL VOTE ON MOTION TO AMEND MAIN MOTION:

YES: Clark, Owens, Casipit, Warner, Cannamore, Vanderzanden, Taylor

NO: 0

MOTION **PASSES**/FAILS **7/0**

ROLL CALL VOTE ON MAIN MOTION AS AMENDED:

YES: Cannamore, Taylor, Owens, Casipit

NO: Clark, Vanderzanden, Warner

MOTION **PASSES**/FAILS **4/3**

**11. CITY COUNCIL REPORTS:**

**A. Mayor's Report**-Mayor Casipit provided a written report and oral summary

**12. CITY COUNCIL QUESTIONS AND COMMENTS:**

1) Warner-Budget Town Hall 03-11-2020

**13. PUBLIC COMMENT ON NON-AGENDA ITEMS:**

14. EXECUTIVE SESSION

**15. ADJOURNMENT:**

Hearing no objections, Mayor Casipit adjourns the meeting at 8:55 pm.

**GUSTAVUS CITY COUNCIL  
SPECIAL MEETING MINUTES  
March 24, 2020**

**1. CALL TO ORDER:**

A General Meeting of the Gustavus City Council is called to order on March 24, 2020, at 5:34 pm by Acting Mayor Cannamore. There are thirty -eight (38) members of the public in attendance at Gustavus City Hall.

**2. ROLL CALL:**

Comprising a quorum of the City Council the following are present:

Council Member Owens  
Acting Mayor Cannamore  
Council Member Taylor  
Council Member Warner  
Mayor Casipit-Absent  
Council Member Clark  
Council Member Vanderzanden

There are 6 members present, and a quorum exists

**3. APPROVAL OF MINUTES:**

**4. MAYOR'S REQUEST FOR AGENDA CHANGES:**

Hearing no objections, Acting Mayor Cannamore announced the agenda as set

**5. COMMITTEE REPORTS/STAFF REPORTS:**

**6. PUBLIC COMMENT ON NON-AGENDA ITEMS:**

1) Cheryl Cook

**7. CONSENT AGENDA:**

**8. ORDINANCE FOR PUBLIC HEARING:**

**9. UNFINISHED BUSINESS:**

**10. NEW BUSINESS:**

**A. CY20-11 A Resolution by The City of Gustavus Declaring A Local Emergency in Response to Covid-19 And a Request for State and Federal Assistance**

MOTION: Council Member Tayler moved to adopt CY20-11 A Resolution by The City of Gustavus Declaring A Local Emergency in Response to Covid-19 And a Request for State and Federal Assistance

SECONDED BY: Council Member Warner

PUBLIC COMMENT: None

COUNCIL COMMENT:

- 1) Owens
- 2) Taylor
- 3) Clark
- 4) Warner

MOTION TO AMEND MAIN MOTION: Council Member Owens moved to amend the main motion by striking the 4<sup>th</sup> Whereas from the bottom and striking Section 3. Under Now therefore be it resolved and replaced with the following: Section 3. Upon the direction of the Gustavus City Council, the City Mayor shall implement any State of Alaska public health related orders which are consistent with federal or state public health official recommendations required to prevent the transmission of COVID-19 and to take measures to ensure that all cases of COVID-19 are subject to proper control and treatment.

SECONDED BY: Council Member Vanderzanden

COUNCIL COMMENT:

- 1) Cannamore
- 2) Taylor
- 3) Warner
- 4) Owens
- 5) Clark
- 6) Vanderzanden

ROLL CALL VOTE ON MOTION TO AMEND MAIN MOTION:

YES: Owens, Clark, Vanderzanden, Cannamore, Warner

NO: Taylor

MOTION **PASSES**/FAILS **5/1**

ROLL CALL VOTE ON MAIN MOTION AS AMENDED:

YES: Warner, Vanderzanden, Taylor, Cannamore, Clark, Owens

NO: 0

MOTION **PASSES**/FAILS **6/0**

11. CITY COUNCIL REPORTS:

12. **CITY COUNCIL QUESTIONS AND COMMENTS:**

- 1) Acting Mayor Cannamore
- 2) Taylor
- 3) Warner
- 4) Owens
- 5) Clark
- 6) Vanderzanden

13. **PUBLIC COMMENT ON NON-AGENDA ITEMS:**

- 1) Fire Chief, Travis Miller
- 2) Jainie Olney

14. EXECUTIVE SESSION

15. **ADJOURNMENT:**

Hearing no objections, Acting Mayor Cannamore adjourns the meeting at 6:35 pm.

\_\_\_\_\_  
Brittney Cannamore, Acting Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: Karen Platt, City Clerk

\_\_\_\_\_  
Date

**GUSTAVUS CITY COUNCIL  
EMERGENCY MEETING MINUTES  
March 30, 2020**

**1. CALL TO ORDER:**

An Emergency Meeting of the Gustavus City Council is called to order on March 30, 2020, at 3:01 pm by Vice Mayor Cannamore. There are twenty-two (22) members of the public in attendance at Gustavus City Hall.

**2. ROLL CALL:**

Comprising a quorum of the City Council the following are present:

Council Member Owens  
Vice Mayor Cannamore  
Council Member Taylor  
Mayor Casipit  
Council Member Warner  
Council Member Clark  
Council Member Vanderzanden

There are 7 members present, and a quorum exists

**3. APPROVAL OF MINUTES:**

**4. MAYOR'S REQUEST FOR AGENDA CHANGES:**

Acting Mayor, Cannamore removed Agenda Item 10. New Business C. CY20-14 A Resolution for Emergency Management. The council will continue work on this resolution at the next work session on April 6th

Hearing no objections, Acting Mayor Cannamore announced the agenda as set

**5. COMMITTEE REPORTS/STAFF REPORTS:**

**6. PUBLIC COMMENT ON NON-AGENDA ITEMS:**

**7. CONSENT AGENDA:**

**8. ORDINANCE FOR PUBLIC HEARING:**

**9. UNFINISHED BUSINESS:**

**10. NEW BUSINESS:**

**A. CY20-12 A Resolution by The City of Gustavus Mandating Social Distancing**

MOTION: Vice Mayor Cannamore moved to adopt CY20-12 A Resolution by The City of Gustavus Mandating Social Distancing

SECONDED BY: Council Member Warner

PUBLIC COMMENT:

COUNCIL COMMENT:

ROLL CALL VOTE ON MOTION TO AMEND MAIN MOTION:

YES: Taylor, Owens, Vanderzanden, Warner, Cannamore

NO: 0

MOTION **PASSES**/FAILS      **5/0**

**B. CY20-13 A Resolution by The City of Gustavus Regarding Travel into And Out of Gustavus**

MOTION: Vice Mayor Cannamore moved to adopt CY20-13 A Resolution by The City of Gustavus Regarding Travel into And Out of Gustavus

SECONDED BY: Council Member Warner

PUBLIC COMMENT:

- 1) Toshua Parker
- 2) Colleen Stansbury
- 3) Kris Nemeth
- 4) Nicole Grewe
- 5) Travis Miller
- 6) Justin Marchbanks
- 7) Diane Klawender
- 8) Kimber Owens

COUNCIL COMMENT:

- 1) Casipit
- 2) Owens

MOTION TO AMEND MAIN MOTION: Council Member Owens moved to amend the main motion by inserting to section 4 Any person traveling to Gustavus must complete a State of Alaska Travel Declaration Form to the designated repository upon arrival in Gustavus and comply with the requirements of Health Mandate 10.

SECONDED BY: Council Member Taylor

COUNCIL COMMENT:

- 1) Owens
- 2) Taylor
- 3) Warner
- 4) Clark
- 5) Vanderzanden
- 6) Casipit
- 7) Cannamore

ROLL CALL VOTE ON MOTION TO AMEND MAIN MOTION:

YES: Clark, Owens, Cannamore, Taylor, Warner

NO: Casipit, Vanderzanden

MOTION **PASSES**/FAILS **5/2**

ROLL CALL VOTE ON MAIN MOTION AS AMENDED:

YES: Vanderzanden, Warner, Taylor, Cannamore, Casipit, Owens, Clark

NO: 0

MOTION **PASSES**/FAILS **7/0**

**A. CY20-14 A Resolution for Emergency Management**

Removed from the agenda

11. CITY COUNCIL REPORTS:

12. CITY COUNCIL QUESTIONS AND COMMENTS:

- 1) Taylor
- 2) Warner

13. PUBLIC COMMENT ON NON-AGENDA ITEMS:

- 1) Travis Miller

14. EXECUTIVE SESSION

**15. ADJOURNMENT:**

Hearing no objections, Acting Mayor Cannamore adjourns the meeting at 4:30 pm.

\_\_\_\_\_  
Brittney Cannamore, Acting Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: Karen Platt, City Clerk

\_\_\_\_\_  
Date



**City of Gustavus**  
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# Mayor's Request for Agenda Changes



**City of Gustavus**  
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# Committee/Staff Reports

A ceremonial document is a proclamation, letter or certificate that may congratulate, honor or recognize a City of Gustavus business or organization.

Ceremonial documents are reserved for people or businesses that positively contribute to the security, economic, social and/or overall wellbeing of the City of Gustavus.

Therefore, the following City of Gustavus Proclamation is issued:



# **HERE YE HERE YE HERE YE TO ALL WHO ARE PRESENT, GREETINGS**

**THE CITY COUNCIL OF GUSTAVUS, ALASKA HEREBY PROCLAIMS WITH APPRECIATION AND GRATITUDE, THE EFFORTS OF THOSE MEN AND WOMEN WHO WORK ON THE FRONT LINES OF OUR FIGHT AGAINST THE COVID-19 VIRUS.**

**THE CITY COUNCIL OF GUSTAVUS, ALASKA HEREBY ACKNOWLEDGES THE DEDICATION AND DETERMINATION BY THE FOLLOWING BUSINESSES AND THEIR HEROIC EMPLOYEES THAT EMBODY THE COURAGE AND FORTITUDE OF ALASKANS**

## **SEAPLANES OF ALASKA**

Johan Janse    Van Rensburg    George "Geordy" Ewing    Rachel Parks

## **SEARHC GUSTAVUS CLINIC**

Lisa LaGrange, FNP    Kelly Warren

## **TOSHCO**

Sandy Best    Scherion Bohlke    Cody Kelly    Tasha Lenning  
Zach Lenning    Cassie Parker    Ky Sellards

## **THE DRAY**

Rachel Patrick    Rod Woody    Todd Smith

## **FONTIER FREIGHT**

Michael Foster    Monty Talatoa    Greg Kozerooff

## **GUSTAVUS VOLUNTEER FIRE DEPARTMENT**

# **Proclamation for the Frontline Workforce in the Battle Against the COVID-19 Virus**

Issued on: April 13, 2020

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## **THE CITY COUNCIL OF GUSTAVUS, ALASKA HEREBY PROCLAIMS WITH APPRECIATION AND GRATITUDE,**

The men and women who work to ensure that the community of Gustavus continues to receive the life sustaining supplies necessary to make it through this challenging time. Recognizing the risks, these heroic members of our community continue to demonstrate the dedication and determination that embody the courage and fortitude of Alaskans.

The City Council of Gustavus, Alaska hereby acknowledges the extraordinary and unwavering support for the following employees of the businesses and organizations:

### **SEAPLANES OF ALASKA**

Johan Janse Van Rensburg George "Geordy" Ewing Rachel Parks

### **SEARHC GUSTAVUS CLINIC**

Lisa LaGrange, FNP Kelly Warren

### **TOSHCO**

Sandy Best	Scherion Bohlke	Cody Kelly	Tasha Lenning
Zach Lenning	Cassie Parker	Ky Sellards	Beverly McGee

### **THE DRAY**

Rachel Patrick Rod Woody Todd Smith

### **FONTIER FREIGHT**

Michael Foster Monty Talatoa Greg Kozerooff

### **GUSTAVUS VOLUNTEER FIRE DEPARTMENT**

NOW, THEREFORE, I, Calvin Casipit, Mayor of the City of Gustavus, do hereby proclaim April 13, 2020, as COVID-19 Frontline Workforce Day. I call upon the community of Gustavus to thank and appreciate our friends and neighbors in their efforts to continue providing the critical services to our town.

IN WITNESS WHEREOF, I have hereunto set my hand this thirteenth day of April, in the year of our Lord two thousand and twenty.

Calvin Casipit



## QUARTERLY STAFF REPORT – APRIL 2020 – COVID RESPONSE EDITION

### Gustavus Public Library

#### LIBRARY COVID-19 RESPONSE- UPDATED 4/1/2020

CURRENTLY, THE GUSTAVUS PUBLIC LIBRARY REMAINS CLOSED TO THE PUBLIC UNTIL FURTHER NOTICE, BUT WILL CONTINUE OFFERING TAKE-OUT SERVICES (20 BOOKS/10 DVDS PER PATRON) M-F 1:30-4:30PM.  
CALL (697-2350) OR EMAIL ([JEN.GARDNER@GUSTAVUS.LIB.AK.US](mailto:JEN.GARDNER@GUSTAVUS.LIB.AK.US)).

In light of the news that there are active COVID-19 cases in Southeast Alaska as well as community concern, we have adjusted our operations as follows:

Take-out services will be offered outside only. Call or email your request list, we will contact you when the order is ready, and you can either set up a pick-up time or call us from the parking lot. We will bring items out to the bench under the covered side entrance. We are hoping this reduces the amount of people needing to touch surfaces such as door handles, or come into a confined space.

PLEASE DO NOT RETURN ITEMS IF YOU ARE SICK, HAVE A SICK FAMILY MEMBER, OR ARE IN QUARANTINE/SELF-ISOLATION DUE TO RECENT TRAVEL. WE WILL NOT BE WORRYING ABOUT LATE ITEMS RIGHT NOW, THOUGH YOU MAY CALL OR EMAIL IF YOU WISH TO RENEW YOUR MATERIALS.

If you are healthy, feel free to return your materials. While staff is on site (M-F 1:30-4:30), there will be a hands-free drop off bin available in front of the usual book drop. At the end of each day, materials will be removed from the bin with gloves and isolated for 4 days before being checked in and re-shelved. This is to help prevent the spread of illness via surfaces.

We encourage you to stock up now. As the COVID-19 situation progresses, we may have to alter our plan. Remember that others will be “shopping in bulk” and that we are isolating returns for 4 days, so the item you want may not immediately be available. We can still place holds on items upon request.

Please use caution when handling library materials, using the book drop, etc. We are doing everything we can to reduce the risk of spreading illness, including sanitizing surfaces, washing hands frequently, transporting returns with gloved hands, and isolating returns for 4 days. We ask you to use care as well, and practice good hygiene such as hand washing before and after handling library materials at home.

ILL Services are very limited until further notice, as the Anchorage Public Library is closed, though the ILL coordinator is able to help us access some materials. We will do our best to order or borrow materials requested through phone/email.

WiFi will remain on. We cannot offer other services at this time. **Wash Your Hands! :)**

#### How the Library is operating internally:

During this “hunker down” period, we are going to remain flexible as a team, alternating staff being physically present at the library and maintaining as much service as we can safely provide during this library closure. Until the situation changes, we have decided to provide limited services to the public

Monday through Friday despite the building being closed. These services include “take-out” services (patrons can call or email with specific requests or get a hand-picked assortment just for them), an increase in check-out limits, and WiFi available 24/7 in the parking lot. As several people have had trouble accessing the online catalog at home, we have increased our social media presence by posting pictures of new and recently returned materials so patrons can more easily see what is available. We continue to work with the Interlibrary Loan Coordinator in Anchorage to supply patrons with items we do not physically have at our library, take requests for our upcoming book orders, and support patrons via phone and email in accessing e-books and audiobooks.

We have also changed our protocols to try to reduce the risk of spreading the virus through surfaces. We offer a “hands-free” bin during our service hours, eliminating the handling of the book drop door. Daily, those materials are boxed up (while wearing gloves) and put in “quarantine” for four days, at which point materials which will not be damaged are wiped down with disinfecting wipes. We are using the Zep spray the Chief Travis gave us to wipe down any handles and surfaces that we touch, and sanitize the book drop handle daily for anyone who needs to use this outside of our service hours. As supply of cleaning products remains an issue, we are working with Travis to come up with a plan to ensure we can continue being able to clean and sanitize thoroughly throughout this closure.

#### **1. General Library Statistics January – March 2020:**

	Jan	Feb	Mar*	
Library Visitors:	1324	1183	448	
Books Checked out:	638	614	958	
DVDs Checked out:	437	521	606	
Events/Meetings/Classes Hosted at the Library:	79	92	27	

\*The library officially closed to the public on 3/17/2020, at which time all events, meetings, and classes were cancelled. The week prior to the closure, we were actively encouraging groups to suspend their meetings as part of our “illness planning” and suspended all library-directed programs at this point as well.

During the library closure (3/17-4/7) we have provided “take-out” services only, as well as support via phone and email. During the closure, we have checked out 1,189 items to date, increased our social media presence and provided 3 virtual programs.

#### **Winter 2020 Activities/Programs:**

Yoga Classes	Public Assistance	Boys/Girls on the Run
Class Visits	Book Club	Battle of the Books
Library Band	Movie Showings	Holiday Programs
Test Proctoring	Figure Drawing Group	Winter Reading Events
Board Meetings	Visiting Author	Story Time/Virtual Story
Public Meetings	Art Workshops	Time
Homeschool/Study Sessions	Afterschool Programs	
Story Time	Robotics Team Meetings	

### **Some of our highlights for this quarter:**

Before the library was closed to the public, we were on a role with programming! We had 92 events/meetings/classes take place at the library during the month of February alone, ranging from drawing class to homeschool lessons. For the first time, we saw regular visits from the high school classes, and received positive feedback about these programs from both teachers and students. We supported a book group for students in Ms. Jessie's 3rd-5<sup>th</sup> grade class. We saw an increased interest in film showings and discussions. This makes it all the more difficult to be closed right now, but we have also seen immense gratitude from the community for continuing to do what we can to offer limited services, and an outpouring of support when we were in need of supplies like toilet paper and hand sanitizer. We look forward to being able to fully reopen and offer more, but for now we are so glad to see the community continuing to utilize the library as a resource, just in a different way.

**Upcoming Programming:** Our upcoming programming will be dependent on the COVID-19 situation. During the closure, we have been able to provide a limited amount of virtual programming, but our primary focus has been and will remain to provide basic library services (check-outs, check-ins, and patron support) while ensuring the space and materials remain sanitary to reduce risk of spreading the virus. So far, these basic services has utilized the majority of staff time. When we reopen, we plan resume programs as soon as we are able to safely do so. Should the library remain closed for some time, we will work together to determine what types of programs we might be able to offer virtually or in other creative ways to continue striving towards are mission and meeting the needs of the public. Summer Reading is sure to look different this year, as we generally rely on a partnership with the Interpretive Division at Glacier Bay National Park to execute this program, as well as support from local businesses. As we wait and see what things look like closer to summer, we will also begin thinking about contingency plans for Summer Reading so that no matter what, we will be able to offer some kind of programming for readers in our community.

At the suggestion of the City Administrator and with approval from the Mayor, Jen will be taking the lead on developing a Financial Assistance Center at the library. Through this, Jen will learn the ins and outs of COVID-19 related assistance that is available through the Federal Government, and assist members of the public in accessing this assistance. Until the library reopens, this assistance will take place via phone or email only. Once the library is able to reopen, we will offer in-person assistance to anyone who needs it.

**2. Status of Active or Upcoming Grants:**

We are  $\frac{3}{4}$  of the way through our Public Library Assistance grant which began at \$7000 to spend on materials (books/dvds) for the library. The application for FY21 has been submitted and we will hear from the State Library soon.

**3. Status of Active or Upcoming Contracts:**

The roof contract is always on our mind. Tom has been working hard keeping this going and is reporting frequently – thanks so much, Tom! Currently, we are waiting until Spring to reissue the RFP with hopes of receiving multiple responses within the scope of work proposed.

Brenna of BAM! Cleaning Services is working out wonderfully. After completing her 14 day quarantine, Brenna will return to the library to support deep cleaning efforts and help keep the space sanitized. There will be plenty for her to do, and we will take this opportunity to move shelves and furniture and ensure the library is thoroughly cleaned by the time the public is able to access it again.

**4. Existing projects:**

- We understand the Council's decision to hold off on funding for the bike shed until there is a better understanding of the City's financial status for the coming year. We hope this project will not be forgotten once we are through this.
- Ben is going to begin work on finishing the bathroom floor, which has been exposed concrete since July. We are looking into linoleum tiles at the moment and will order an ADA accessible.

**5. Past, Current & Upcoming Trainings:**

- Jen's Summer Reading training in Anchorage was cancelled due to COVID-19.
- Bre's training was cancelled.
- Jen will be seeking out online trainings to help with the development of the Financial Assistance Center at the library.

**6. Budget:**

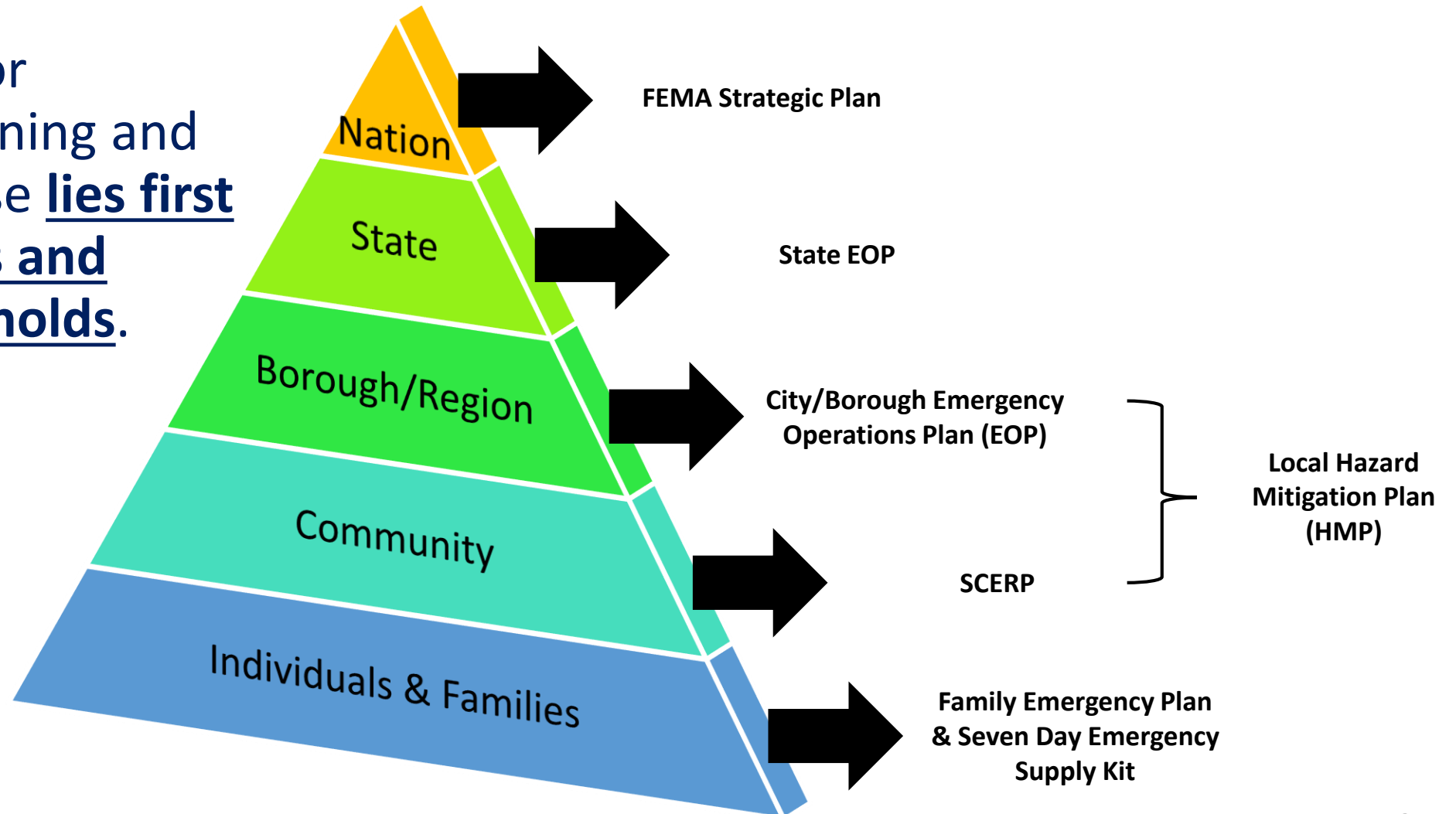
Bre is attending budget meetings to keep up to date with what the Council is debating regarding our budget requests.

**Thank you all for being such a great Council - we all appreciate your work!**

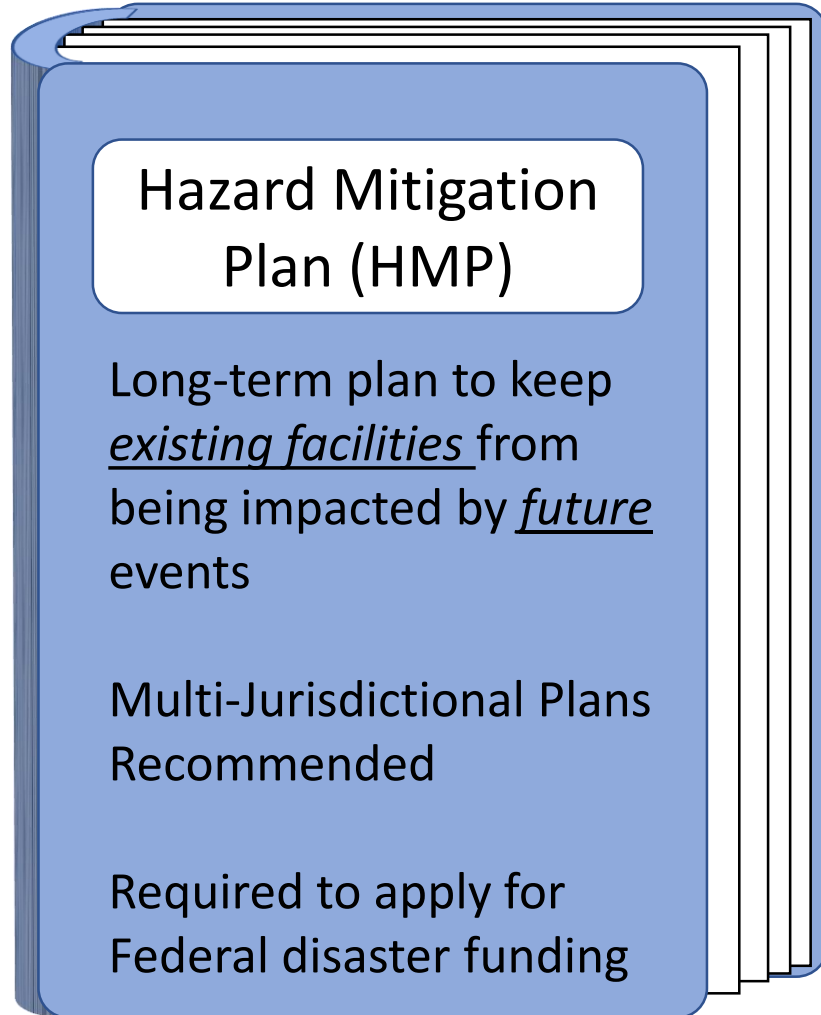
# Gustavus EOC Report



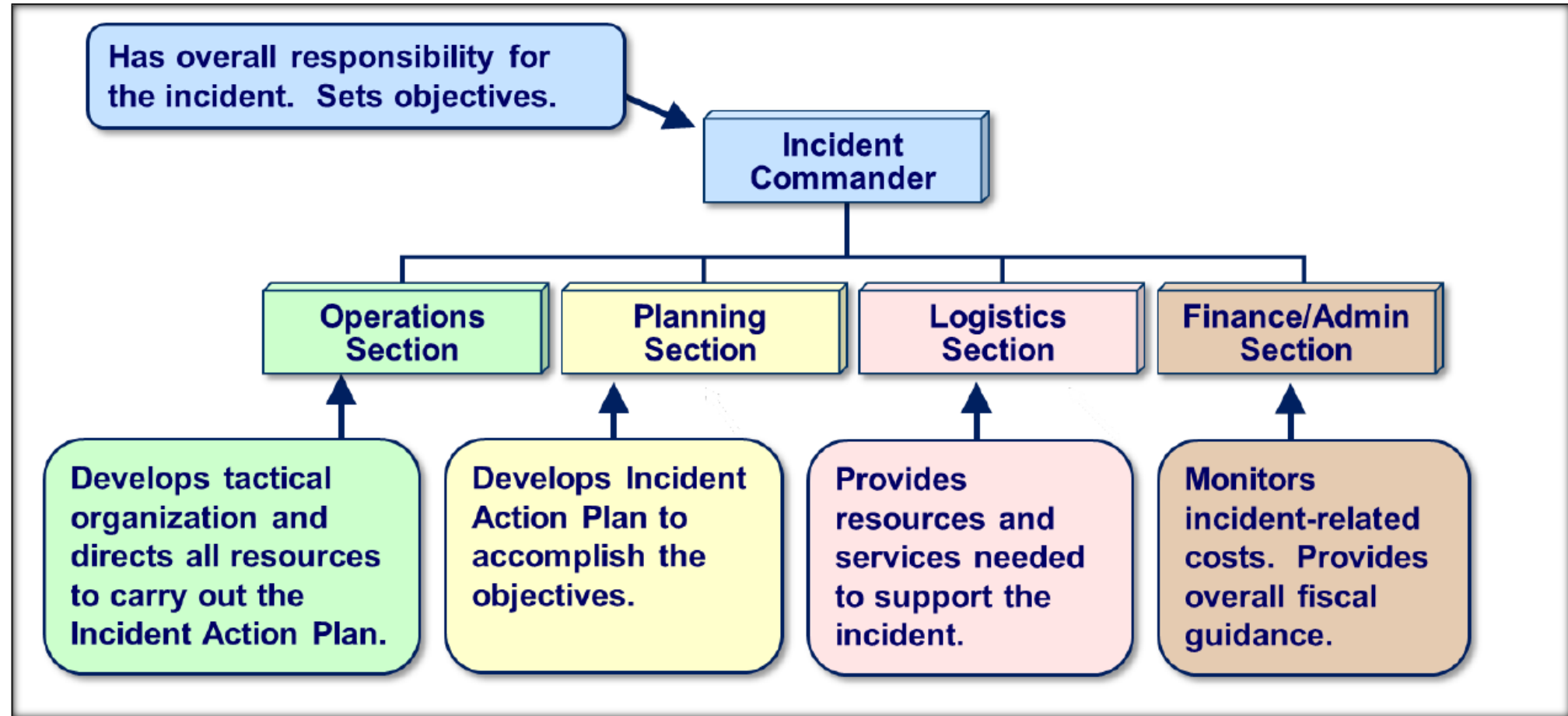
Responsibility for emergency planning and disaster response lies first with individuals and heads of households.



# Pre-Disaster Planning Documents



# ICS - Who Does What?



# What is ICS?

- a **standardized approach** to the command, control, and coordination of on-scene incident management.
- a **common hierarchy** that applies across disciplines and enables incident managers from different organizations to work together seamlessly.
- a **process used by all levels of government** as well as by many NGOs and private sector organizations.
- an **organizational structure for incident management** that integrates and coordinates a combination of procedures, personnel, equipment, facilities, and communications.
- includes **five major functional areas**, staffed as needed, for a given incident: Command, Operations, Planning, Logistics, and Finance/Administration. A sixth ICS Function, Intelligence/ Investigations, is only used when necessary.

# City of Gustavus

## **Following the SOA recognized SCREP template:**

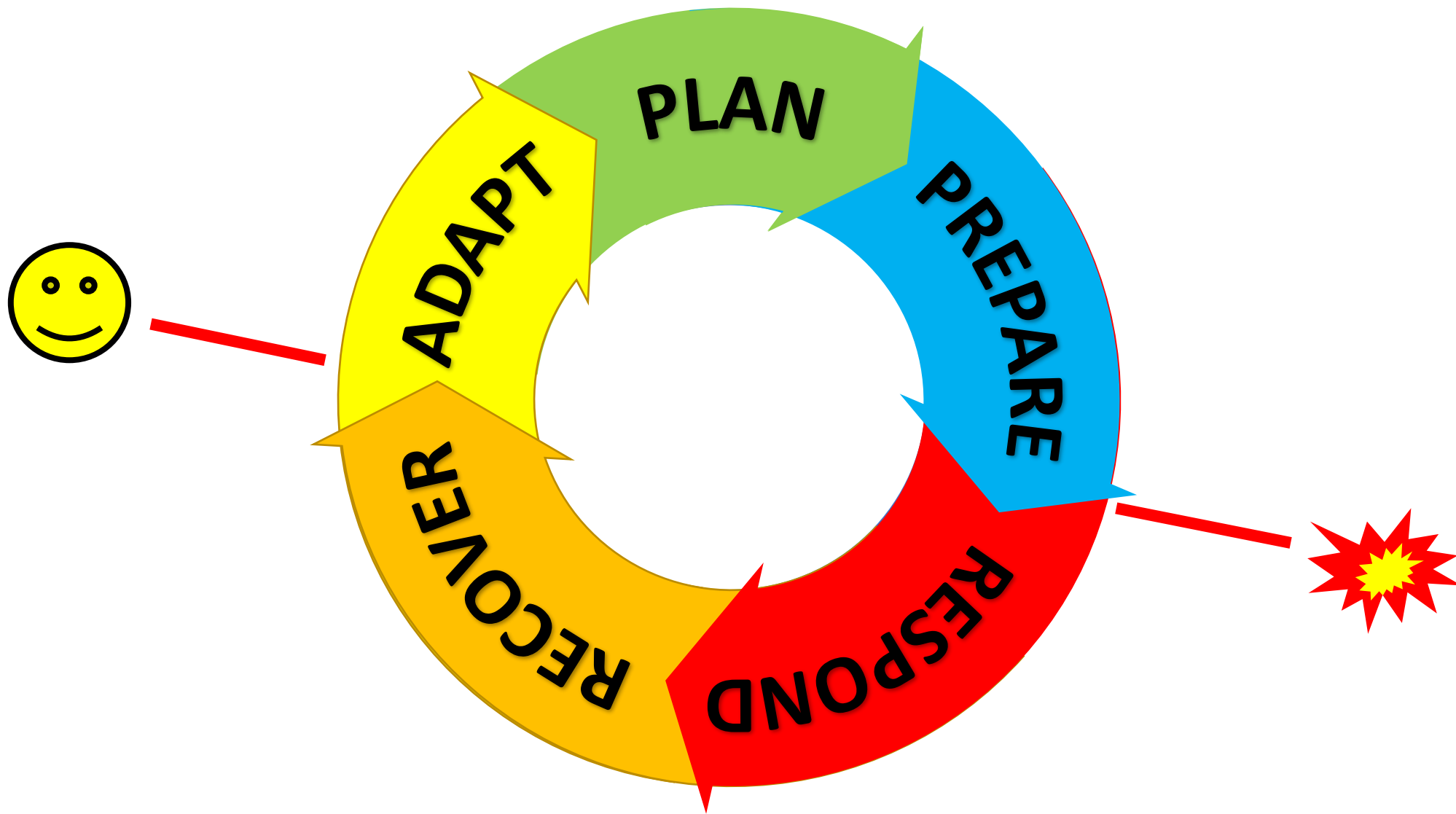
- Fire Chief has opened EOC and contacted the SEOC
- Established an IMT
- The public has been informed of the pandemic and is kept up to date with fed/state/local regulations
- Constant communications with outside agencies including NPS, SEARHC, Public Health Nurse, SEOC, Medevac Companies, AK Seaplanes other Emergency Managers etc.
- Stay connected with local business owners for summer plans with help from the GVA

# Gustavus EOC Plan “Keep Gustavus COVID-19 Free”

- Public Education
  - Keeping the public update on Fed/state/ local mandates by utilizing the flyers posting locations, social media (GVFDA account), email news group, city webpage, city meetings and word of mouth
  - Working on a couple banners, weather resistant signs (plane transit door, city dock, NPS dock) and mailers to send out to business and residents
  - Travel Declaration and assistance packet
  - GVFDA Meme Contest
  - Gustavus Helping Gustavus
- PPE — the more people that arrive, the more PPE that could be needed
  - Community
    - Volunteers have been sewing reusable masks for the public to use while working or in public areas
  - Medical personnel
    - N95 – currently inventorying
    - Gloves - currently inventorying
    - Gowns – 13 disposable and there are some volunteers creating us some from Tyvek wrap led
    - Face shields – 7 disposable and 10 donated from someone who 3-D printed them

# What happens if you test positive?

- Local
  - If you are in a high-risk category and symptomatic you will be transferred to SEARHC Mt. Edgecumbe Hospital in Sitka. They have a quarantine facility at which you will be closely monitored.
  - If you show no symptoms you will be on a home isolation program and monitored from Gustavus. We are working on finalizing a couple of temporary isolation chambers.
- State
  - DHSS Public Health Nurse's office will be contacting people that test positive and start their daily check in's and figuring if the virus went any further than that person.







City of Gustavus, Alaska  
 CITY HALL GVFD  
 Phone: 907.697.2451 Phone: (907)209-8393

## WELCOME TO GUSTAVUS

You are required to conform and abide by the Mandates issued by the State of Alaska and the City of Gustavus to address the spread of the COVID-19 virus.

### As a result, you are required to:

- All in-state travel between Gustavus and any other community, whether resident, worker, or visitor, is prohibited unless to support critical infrastructure, or for critical personal needs
  - ✓ Critical Personal Needs - defined as buying, selling, or delivering groceries and home goods
  - ✓ obtaining fuel for vehicles or residential needs
  - ✓ transporting family members for out-of-home care, essential health needs, or for purposes of child custody exchanges
  - ✓ receiving essential health care
  - ✓ providing essential health care to a family member
  - ✓ obtaining other important goods; and
  - ✓ engaging in subsistence activities
- Travelers are reminded to follow social distancing measures, including, to the extent reasonably feasible, keeping six feet away from others, avoiding crowded places, and limiting public gatherings to less than ten people.
- Any person traveling into the City of Gustavus by vessel or airplane shall self-quarantine for 14 days upon arriving in Gustavus and monitor for symptoms of illness. Quarantine applies to **family members or others that share the residence of the traveler.**
- No one traveling to or from any community for critical reasons or critical personal travel may be subject to any automatic quarantine or isolation on arrival except as allowed under Alaska Statutes or Health Mandates.

If you have any questions you can contact the Gustavus Volunteer Fire Department (GVFD) or City Hall.

Thank you for assisting in keeping Gustavus free of the COVID-19 virus.

Brittney Cannamore, Acting Mayor

**CITY OF GUSTAVUS, ALASKA  
RESOLUTION CY20-13**

**A RESOLUTION BY THE CITY OF GUSTAVUS  
REGARDING TRAVEL INTO AND OUT OF GUSTAVUS**

**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 State of Alaska declared a public health emergency in response to the anticipated outbreak of the virus in Alaska; and

**WHEREAS**, on March 24, 2020, the City Council passed Resolution CY20-11 declaring a local emergency in the City of Gustavus in response to COVID-19; and

**WHEREAS**, on March 27, 2020, the State of Alaska issued Health Mandate 12: Intrastate Travel – Limiting travel between communities to critical infrastructure critical personal needs to go into effect on March 28, 2020 at 5:00 pm and will be reevaluated by April 11, 2020; and

**WHEREAS**, on March 30, 2020 the City Council passed Resolution CY20-12 mandating social distancing effective at 11:59pm on March 30, 2020; and

**WHEREAS**, Resolution CY20-13 recognizes the provisions of Mandate 12 and incorporates its procedures to the greatest extent practicable; and

**WHEREAS**, Gustavus is a community that is removed from the road system, has a population smaller than 3,000, and does not house a hub hospital managed by the tribal healthcare system, and therefore is a Small Community defined in the Alaska Small Community Emergency Travel Order issued in conjunction with COVID-19 Health Mandate 12; and

**WHEREAS**, this resolution is similar to an emergency declaration and is reasonable and necessary under the circumstances to protect the public, health, welfare, and safety in Gustavus.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY GUSTAVUS, ALASKA:**

**Section 1.** This resolution may also be referred to as "COG COVID-19 Rule 2."

**Section 2.** Orders for compliance with this Resolution follow those issued by the Governor and include the following parts, details can be found within Health Mandate 012 – Intrastate Travel.

**Section 3. Prohibition on Intrastate Travel.** All in-state travel between Gustavus and any other community, whether resident, worker, or visitor, is prohibited unless to support critical infrastructure, or for critical personal needs, defined as buying, selling, or delivering groceries and home goods; obtaining fuel for vehicles or residential needs; transporting family members for out-of-home care, essential health needs, or for purposes of child custody exchanges; receiving essential health care; providing essential health care to a family member; obtaining other important goods; and engaging in subsistence activities. Travelers are reminded to follow social distancing measures, including, to the extent reasonably feasible, keeping six feet away from others, avoiding crowded places, and limiting public gatherings to less than ten people.

**Section 4. Mandated Quarantine for Incoming Passengers.** Any person traveling into the City of Gustavus by vessel or airplane shall self-quarantine for 14 days upon arriving in Gustavus and monitor for symptoms of illness. Quarantine applies to family members or others that share the residence of the traveler.

Any person traveling to Gustavus must complete a State of Alaska Travel Declaration Form to the designated repository upon arrival in Gustavus and comply with the requirements of Health Mandate 10.

**Section 5.** No one traveling to or from any community for critical reasons or critical personal travel may be subject to any automatic quarantine or isolation on arrival except as allowed under Alaska Statutes or Health Mandates.

**Section 6.** Orders for compliance with this Resolution follow those issued by the Governor and include the following parts, details can be found within Health Mandate 012 – Intrastate Travel and Attachment B, Alaska Small Community Emergency Travel Order amended March 27, 2020:

- I. All in-state travel between communities.
- II. Personal Travel.
- III. Travel for critical reasons or critical personal travel exemption

**ORDER APPLICABILITY.** In accordance with Attachment B, certain emergency travel is imperative during the COVID-19 pandemic for both public health and safety as well as community well-being. Therefore, the following Order applicability is incorporated to this Resolution. This Order is applicable to Alaskan communities that are removed from the road system, have a population smaller than 3,000, and do not house a hub hospital managed by the tribal healthcare system.

**SMALL COMMUNITY TRAVEL RESTRICTIONS AND EXCEPTIONS.** A Small Community (as defined above) may adopt travel restrictions that are more restrictive than otherwise permitted in Health Mandate 012. Small Communities may not prohibit, or restrict in any manner, the following emergency travel:

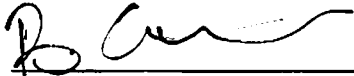
- Emergency First Responders (includes fire, ambulatory services, and other similar emergency first responders).
- Law Enforcement acting within their official duties (this includes federal, state, and local law enforcement personnel); and
- Office of Children’s Services personnel responding to reports of child abuse and neglect and insuring child safety.

**DUTIES OF AIR CARRIERS AND OTHER TRAVEL RELATED BUSINESSES.** Air carriers and other travel related businesses conducting travel to Small Communities shall inquire if travelers are permitted to travel under this Order and shall rely upon a traveler’s assurance that they are eligible to travel. Air carriers and other travel related businesses shall have no other duty or obligation to verify that travelers meet the criteria for permissible travel under this Order.

**Section 7.** The City Mayor, or designee shall monitor State COVID-19 Health Mandates issued by the Governor and Health Alerts issued by the public health authorities, and to publicize those changes locally with the strong recommendation that they be followed by all residents of and visitors to Gustavus for the duration of their applicability.

**Section 8. Effective Date and Duration.** This resolution shall be effective at 11:59 p.m. on March 30, 2020. It will remain in effect until April 28, 2020 and will be reevaluated by April 11, 2020.

**PASSED and APPROVED** by the Gustavus City Council this 30th day of March 2020, and effective upon adoption.



Brittney Cannamore, Acting Mayor



Attest: Karen Platt CMC, City Clerk

### **SEARHC Gustavus Clinic**

Call 911 for an Emergency

Open Monday – Friday 8:00am – 5:00pm

Before going to the clinic call them to make an appointment

Do not go to the clinic if you have a flu or suspect COVID-19

Call 907-697-3008 for an appointment or more information

### **Fire Department**

Call 911 for all emergency response

Doors remain closed to the public

For more information call 907-697-2707 (office) , cell 907-209-8393 (cell)

or email [Travis.miller@gustavus-ak.gov](mailto:Travis.miller@gustavus-ak.gov)

### **Public Library**

Doors remain closed to the public

Office hours are Monday – Friday 1:30pm – 4:30pm

You may check out 20 books & 10 DVD per account. Contact the Library for more information

WIFI is still turned on and available in the parking lot

Call 907-697-2350 or email [Jen.gardner@gustavus.lib.ak.us](mailto:Jen.gardner@gustavus.lib.ak.us) for information

### **City Hall**

Doors remain closed to the public.

Office Hours Monday -Thursday 9:00am – 4:00pm by appointment only.

Call 907-697-2451 or email [clerk@gustavus-ak.gov](mailto:clerk@gustavus-ak.gov) for more information

### **Disposal & Recycling Center**

Open Tuesday, Thursday & Saturday – 11:00am – 3:00pm

One vehicle may process their waste at a time

Please call for an appointment for all other material to be dropped off except household waste

Call 907-697-2118 for more information

### **Community Chest**

Closed until further notice

No donations are being accepted at this time

### **TOSHCO (Icy Straight Wholesale)**

Monday – Saturday 10:00am – 6:00pm

They offer curbside pick up call 697-2220 and let their staff shop for you

Please follow any posted signs on their newest COVID-19 policies.

### **Fireweed Café and Gallery**

Monday – Saturday 8:00am – 5:00pm

Stop by for Drive thru & take out services.

You can call your order in at 697-3013 and view their menu at [www.fireweedcoffee.com](http://www.fireweedcoffee.com)

Please follow any posted signs on their newest COVID-19 policies.

### **Snug Harbor**

Monday Wednesday Friday 4:00pm – 6:00pm

Limit to one person in the store at a time. Credit card and checks only, NO cash accepted

Call 907-723-8875 or email orders to [snugharborliquor@gmail.com](mailto:snugharborliquor@gmail.com)

Please follow any posted signs on their newest COVID-19 policies

### **Gustavus Dray**

Gas pumps are always on.

Pumps handles & credit card machine are cleaned multiple times a day

Please call in credit card payments for propane or drop your check off in the back

You can order fuel on the internet at [www.gustavusdray.com](http://www.gustavusdray.com)

Office phone number is 697-2481

Please follow any posted signs on their newest COVID-19 policies

### **Alaska Seaplanes**

Open Monday – Friday 12:00pm – 4:00pm

Freight and UPS are still coming in daily

Coffee Shop is Closed until further notice

Credit card and checks only, NO cash accepted

Freight can be paid for on the phone by calling 697-2375

Please follow any posted signs on their newest COVID-19 policies

### **Post Office**

Monday – Friday 11:00am – 4:00pm & Saturday 12:00pm – 2:00pm

The lobby is open 24 hours a day

Please follow any posted signs on their newest COVID-19 policies



The Governor of Alaska has mandated:  
**ALL people arriving in Alaska,**  
whether resident, worker or visitor, are required to  
**self-quarantine for 14 days**



It is going to take all of us working together to **prevent the spread of COVID-19**

By order of COVID-19 Health Mandate 010 issued March 23, 2020.

<https://gov.alaska.gov/home/covid19-healthmandates/>

Travel Declaration Form available at <https://ready.alaska.gov/>

## Resources Links

- City of Gustavus page will give you the most up to date news from the Gustavus EOC:  
<https://cms.gustavus-ak.gov/administration/page/covid-19>
- Gustavus helping Gustavus is local page with resources on how to volunteer and how to receive help or supplies if in isolation:  
<https://sites.google.com/view/gustavusvolunteers/home>
- The State of Alaska Department of Health and Social Services page gives you the best information on what Alaska is working on and mandating:  
<http://dhss.alaska.gov/dph/Epi/id/Pages/COVID-19/>

**Alaska 211 helps the public with questions about COVID-19 and refer callers to appropriate resources.**

**If you have a non-clinical question about COVID-19 call 2-1-1**



***Get Connected. Get Answers.***

**For Alaskans who live in areas where 2-1-1 cannot be accessed, call 1-800-478-22**

**We encourage residents to use this excellent resource.**

## **SPECIAL NOTICE: Statewide Small- and Large Scale burn permit suspension to occur effective midnight on April 30, 2020 and will continue until further notice**

The Alaska Division of Forestry (DOF) will suspend all burn permits – both small- and large-scale – effective at midnight on April 30, in anticipation of the impacts of COVID-19 on Alaska's wildland firefighting resources this summer.

The use of burn barrels, the burning of debris piles, and any other outdoor burning activity authorized under previously issued burn permits will be prohibited on all state, private and municipal lands throughout Alaska as of May 1. Any person or business found to be violating this burn permit suspension order may be issued a citation to pay a fine or appear in court.

This statewide burn permit suspension will not include cooking, warming or signaling fires that are less than three feet in diameter with flame lengths no more than two feet high. It also will not include commercially manufactured outdoor cooking and heating devices with built-in open flame safety devices.

Given the potential effects of COVID-19 on the upcoming fire season, Alaska's wildland fire suppression agencies need the public's help more than ever to keep firefighters and communities safe.

Alaskans must do everything possible to prevent wildland fires, limit the spread of COVID-19, and protect firefighters and the public. The suspension of burn permits will help firefighting agencies mitigate some of the significant challenges they're likely to face this summer, including:

An anticipated lack of firefighting resources available from the Lower 48 as a result of COVID-19 travel restrictions and quarantine requirements

The risk of exposing firefighters to higher risks of contracting and spreading COVID-19 when responding to human-caused nuisance fires

Limited firefighting resources available to respond to higher-priority wildland fires which may place lives, property and infrastructure in imminent danger

Until the May 1 suspension takes effect, small- and large-scale burning on state, municipal or private lands continues to require permits from the state, or from local governments whose burn permitting programs meet or exceed state standards. The Division of Forestry will re-evaluate the burn suspension on a regular basis to determine if and when it is safe to rescind it.

Those burning before May 1 should carefully read and closely follow the requirements of their permits. They should also continually monitor and constrain any burn piles, and when finished burning, ensure fires are completely extinguished and cold to the touch so they will not holdover, rekindle and escape as conditions grow warmer and drier.

For more information visit <http://forestry.alaska.gov/> or Tim Mowry, Division of Forestry wildland fire public information officer, (907) 356-5512, [tim.mowry@alaska.gov](mailto:tim.mowry@alaska.gov)

04/04/20

Accrual Basis

**City of Gustavus**  
**Profit & Loss Budget vs. Actual COG Accrual**  
**July 2019 through March 2020**

	Jul '19 - Mar 20	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Business License Fees	2,950.00	3,800.00	-850.00	77.6%
Donations	1,368.00	1,000.00	368.00	136.8%
DRC Income	74,878.56	90,480.00	-15,601.44	82.8%
Federal Revenue				
Payment In Lieu of Taxes	115,419.89	112,735.48	2,684.41	102.4%
<b>Total Federal Revenue</b>	<b>115,419.89</b>	<b>112,735.48</b>	<b>2,684.41</b>	<b>102.4%</b>
Fundraising	1,311.00	500.00	811.00	262.2%
GVFD Income	11,457.69	7,900.00	3,557.69	145.0%
Interest Income	306.18	300.00	6.18	102.1%
Lands Income	17,552.00	22,000.00	-4,448.00	79.8%
Lease Income	6,562.32	12,720.35	-6,158.03	51.6%
Library Income	527.85	500.00	27.85	105.6%
Marine Facilities Income	4,905.00	15,700.00	-10,795.00	31.2%
Other Income	3,777.00	3,777.00	0.00	100.0%
State Revenue				
Community Assistance Program	82,845.41	82,845.41	0.00	100.0%
Shared Fisheries Business Tax	204.98	1,500.00	-1,295.02	13.7%
<b>Total State Revenue</b>	<b>83,050.39</b>	<b>84,345.41</b>	<b>-1,295.02</b>	<b>98.5%</b>
Tax Income				
Retail Tax Income	335,302.15	378,700.00	-43,397.85	88.5%
Room Tax Income	78,300.94	65,000.00	13,300.94	120.5%
Fish Box Tax	12,190.00	13,000.00	-810.00	93.8%
Penalties & Interest	4,138.45	0.00	4,138.45	100.0%
Tax Exempt Cards	220.00	200.00	20.00	110.0%
<b>Total Tax Income</b>	<b>430,151.54</b>	<b>456,900.00</b>	<b>-26,748.46</b>	<b>94.1%</b>
<b>Total Income</b>	<b>754,217.42</b>	<b>812,658.24</b>	<b>-58,440.82</b>	<b>92.8%</b>
<b>Gross Profit</b>	<b>754,217.42</b>	<b>812,658.24</b>	<b>-58,440.82</b>	<b>92.8%</b>
<b>Expense</b>				
Administrative Costs	1,763.95	4,000.00	-2,236.05	44.1%
Advertising	75.00	100.00	-25.00	75.0%
Bank Service Charges	2,329.65	2,275.00	54.65	102.4%
Building	22,441.85	27,707.42	-5,265.57	81.0%
Contractual Services	56,608.49	100,960.00	-44,351.51	56.1%
Dues/Fees	3,200.99	7,450.00	-4,249.01	43.0%
Economic Development Services				
GVA	32,000.00	32,000.00	0.00	100.0%
<b>Total Economic Development Services</b>	<b>32,000.00</b>	<b>32,000.00</b>	<b>0.00</b>	<b>100.0%</b>
Election Expense	202.16	250.00	-47.84	80.9%
Equipment	18,746.03	27,126.00	-8,379.97	69.1%
Events & Celebrations	3,852.85	4,350.00	-497.15	88.6%
Freight/Shipping	17,604.24	24,030.00	-6,425.76	73.3%
Fundraising Expenses	936.27	500.00	436.27	187.3%
General Liability	10,890.44	10,717.80	172.64	101.6%
Library Materials	-57.19	600.00	-657.19	-9.5%
Marine Facilities	1,878.76	4,851.36	-2,972.60	38.7%
Occupational Health	0.00	500.00	-500.00	0.0%

04/04/20

Accrual Basis

**City of Gustavus**  
**Profit & Loss Budget vs. Actual COG Accrual**  
**July 2019 through March 2020**

	Jul '19 - Mar 20	Budget	\$ Over Budget	% of Budget
<b>Payroll Expenses</b>	327,049.38	462,853.63	-135,804.25	70.7%
<b>Professional Services</b>	13,987.50	30,000.00	-16,012.50	46.6%
<b>Public Relations</b>	211.74	500.00	-288.26	42.3%
<b>Repair &amp; Replacement Fund</b>	25,354.66	25,354.66	0.00	100.0%
<b>Road Maintenance</b>	85,526.63	85,000.00	526.63	100.6%
<b>Social Services</b>				
<b>GCEP dba The Rookery</b>	13,890.00	13,890.00	0.00	100.0%
<b>Total Social Services</b>	13,890.00	13,890.00	0.00	100.0%
<b>Supplies</b>	8,538.33	19,315.00	-10,776.67	44.2%
<b>Telecommunications</b>	14,258.95	20,790.00	-6,531.05	68.6%
<b>Training</b>	8,572.94	10,400.00	-1,827.06	82.4%
<b>Travel</b>	7,816.87	29,365.00	-21,548.13	26.6%
<b>Utilities</b>	15,236.89	16,700.00	-1,463.11	91.2%
<b>Vehicle</b>	4,982.20	8,445.93	-3,463.73	59.0%
<b>Total Expense</b>	697,899.58	970,031.80	-272,132.22	71.9%
<b>Net Ordinary Income</b>	56,317.84	-157,373.56	213,691.40	-35.8%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
<b>Encumbered Funds</b>	85,000.00	85,100.00	-100.00	99.9%
<b>Prior-Year Cash Balance</b>	0.00	73,223.51	-73,223.51	0.0%
<b>Total Other Income</b>	85,000.00	158,323.51	-73,323.51	53.7%
<b>Net Other Income</b>	85,000.00	158,323.51	-73,323.51	53.7%
<b>Net Income</b>	<b>141,317.84</b>	<b>949.95</b>	<b>140,367.89</b>	<b>14,876.3%</b>

City of Gustavus  
Balance Sheet  
As of March 31, 2020

	Mar 31, 20
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
AMLIP Capital Improv Current (0630598.1)	49,278.03
AMLIP Capital Improv Long-Term (0630598.2)	485,889.31
AMLIP Repair & Replacement (0630598.3)	286,915.21
AMLIP Road Maint - Unencumbered (0630598.4)	258,853.92
AMLIP Road Maint - Encumbered (0630598.8)	13,162.74
AMLIP Reserve (0630598.12)	882,984.34
APCM.Endowment Fund	1,453,482.06
FNBA - Checking	654,560.98
FNBA Endowment Fund - Checking	25,899.13
Petty Cash	281.78
Total Checking/Savings	4,111,307.50
Accounts Receivable	
Accounts Receivable	9,208.81
Total Accounts Receivable	9,208.81
Total Current Assets	4,120,516.31
<b>TOTAL ASSETS</b>	<b>4,120,516.31</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Credit Cards	
Bank of America Alaska Air Visa	471.95
Total Credit Cards	471.95
Other Current Liabilities	
Deferred Income	220.00
Direct Deposit Liabilities (Direct Deposit Liabilities)	20,041.88
Total Other Current Liabilities	20,261.88
Total Current Liabilities	20,733.83
Total Liabilities	20,733.83
Equity	
Fund Balance	3,022,826.87
Opening Bal Equity	1,084,743.57
Net Income	-7,787.96
Total Equity	4,099,782.48
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>4,120,516.31</b>

**Accounts Receivable Detail****As of 3/31/20**

\$4,345.62	Delinquent Sales Tax
\$4,667.05	Ambulance Transport Billing - In Progress
\$220.00	Fish-Box Tax Deferred Income
(\$23.86)	Net of Other Customer Account Balances
<hr/>	
\$9,208.81	Total

**FNBA Checking Account - Unrestricted Funds Balance****As of 3/31/20**

FDIC: The standard deposit insurance coverage limit is \$250,000 per depositor, per FDIC-insured bank, per ownership category.

City of Gustavus has a tri-party agreement in place that collateralizes our account, providing protection for the full value of our account balances.

FNBA Checking Account Balance: \$654,560.98

**Obligated Funds Currently in Checking Account:**

MF	CP18-01 Salmon River Harbor	(\$19,856.96)
	CP18-04 LIDAR of Gustavus	(\$10,750.83)
DRC	CP18-05 DRC Pre-Processing	(\$40,868.00)
DRC	CP18-07 Household Haz Waste Fac.	(\$59,450.00)
DRC	CP19-02 Community Chest Maint.	(\$741.84)
Admin	CP19-03 Gustavus Beach Improv.	(\$34,392.93)
DRC	CP19-06 DRC Composting Facility	(\$106,050.00)
Library	CP19-08 Library Roof/Awning/Shed	(\$60,000.00)
Library	FY20 PLA Grant	(\$1,742.87)
Library	SoA OWL Internet Subsidy	(\$519.60)
Roads	FY20-02NCO FY20 encumbered road money	\$526.63
Roads	USFWS Chase Drvwy	(\$251.02)

Unrestricted Funds: \$320,463.56

**Pending Transfers:**

Per the Unrestricted Fund Balance Policy (Res. CY18-18), the unrestricted fund balance should be 17-35% of the current fiscal year's operating expenses, with a target of 25%.

FY20 budgeted operating expenses:	\$958,560.20
25% =	\$239,640.05
17% =	\$162,955.23
35% =	\$335,496.07

# Capital Projects 2020-2025 DRAFT

Page 34 of 215

Capital Projects	Budget Requested	Amount Funded	Funded Project QuickBooks Class Name	Dept.	Short Form Complete	Full Scoping Document Submitted	Council Approval	Funded Date	Notes	Proposed Completion Date	Proposed Funding Source
<b>Ongoing, funded for 2018:</b>											
Household Hazardous Waste Facility	\$ 59,450.00	\$ 59,450.00	CP18-07 Household Haz Waste Fac	DRC	N/A	12/5/2016	12/12/2016	5/13/2019		2020	CIP, or AMLIP
Salmon River Harbor Clean-up & Kiosk	\$ 27,000.00	\$ 27,000.00	CP18-01 Salmon River Harbor	MF	N/A	1/3/2017	1/9/2017	6/11/2018		in progress	AMLIP
Wilson Rd. drainage improvement	\$ 40,000.00	\$ 40,000.00	CP18-02 Wilson Rd Drainage	Roads	N/A	1/26/2018	5/14/2018	6/11/2018	pending LIDAR analysis	on hold	AMLIP
LIDAR	\$ 28,400.00	\$ 28,400.00	CP18-04 LIDAR of Gustavus		4/5/2018	n/a	4/9/2018	6/11/2018		in progress	AMLIP
Community Chest facility maintenance	\$ 10,000.00	\$ 10,000.00	CP19-02 Community Chest Maint.	DRC	3/11/2019	N/A	3/11/2019	4/8/2019		in progress	AMLIP
<b>Ongoing, funded for 2019:</b>											
Library Roof Repair	\$ 50,000.00	\$ 50,000.00	CP19-08 Library Roof/Shed/Awning	Library	N/A	7/22/2019; revised 8/5/19	7/22/2019; revised 8/5/19	8/12/2019		in progress	AMLIP R&R
Gustavus Beach Improvements: Phase 1	\$ 65,800.00	\$53,150.00	CP19-03 Gustavus Beach Improv.	Admin	N/A	3/11/2019	3/11/2019	4/8/2019		in progress	AMLIP
Compost Yard Improvement	\$ 111,585.00	\$ 111,585.00	CP19-06 DRC Composting Facility	DRC	N/A	1/2/2018, revised 3/11/19	1/15/2018, revised 3/11/19	5/13/2019		in progress	CIP, or AMLIP CP and R&R
Inflow Storage & HHW Facility Storage Area	\$26,400, then \$62,000	\$ 62,000.00	CP18-05 DRC Pre-Processing	DRC	N/A	9/16/2016, revised 3/11/19	9/16/2016, revised 3/11/19	5/13/2019	6/11/18 amended scoping document; 3/11/19 amended	2020	CIP, or AMLIP
Lifepak15 Cardiac AED/Monitor	\$ 38,000.00			GVFD	1/28/2020	N/A	2/10/2020				Code Blue & CIP
Quick Attack/Wildland Firefighting Truck	\$ 80,000.00			GVFD	1/28/2020	N/A	2/10/2020				CIP, or AMLIP
Main Building Replacement	\$ 287,500.00			DRC	N/A	2/3/2020	2/10/2020				CIP
Fire Hall Rain Cistern System	up to \$25,000			GVFD							
City Hall Copier/Printer/Scanner/Fax	\$ 5,500.00			Admin							
Good River Bridge Repairs - engineering	\$ 25,000.00			Roads							
City Road Improvements	\$ 30,000.00			Roads					plus \$40K from Wilson Rd. CP		
Library Bike Shelter/Shed	\$ 25,000.00	\$ 15,000.00	CP19-08 Library Roof/Shed/Awning	Library	N/A	7/22/2019; revised 8/5/19	7/22/2019; revised 8/5/19	8/12/2019	only \$10,000 moved 8/12/19; \$5000 still to transfer		AMLIP
Roof/Building Exp. - Architectural & Engineering	\$ 30,000.00			GVFD	N/A	2/9/2018	2/12/2018				CIP
Library Expansion - Architectural & Engineering	\$ 30,000.00			Library	3/1/2018		2/11/2019				CIP
Drinking Water Point-Source Project Dev.											
Baler Purchase	\$ 166,630.00			DRC	N/A	will be part of plan to be submitted in 2019					
Three Phase Power Installation				DRC							
Refurbish/Repurpose Composting Quonset	\$ 15,000.00			DRC							
Gravel Pit Improvements	\$ 500,000.00		CP19-07 Gravel Extraction Improv.	Lands	N/A	4/25/2019	5/13/2019	postponed			AMLIP
Structural Firefighting Gear	\$ 82,500.00			GVFD							
Salmon River Boat Harbor Fish Waste Disposal Bin				MF/DRC							
City Hall front room - carpeting, painting, windows	\$ 15,000.00			Admin	2/14/2018						
Landscape Design consulting				-split-	2/20/2018						
Utility Pick-up Truck	\$15-60,000.00			GVFD	2/15/2018						
Water Tender / Road Water Truck				GVFD	2/15/2018						
Grandpa's Farm Road Bridge & Culvert	\$ 250,000.00			Roads							USFWS and/or AKSSF
DRC Groundwater Monitoring Well Replacements	\$ 12,000.00			DRC							
DRC Glass Pulverizer - refurbish or replace	\$ 50,000.00			DRC							
Roof/Building Expansion	\$700,000			GVFD	N/A	2/9/2018	2/12/2018, revised 2/11/2019			Long-range	CIP - state, federal grant
Driveway Relocation or River Bank Stabilization				Admin	N/A					Long-range	AMLIP
Old P.O./Preschool building refurbish				Admin	2/20/2018					Long-range	
City Hall & Fire Hall Energy Audit Repairs				GVFD & Admin	3/1/2018	Res. CY18-12				Long-range	
Edraulic Extrication Equipment	\$35,000			GVFD	2/15/2018					Long-range	AFG
911 System Upgrade				GVFD						Long-range	
GVFD Electric Meter Installation				GVFD						Long-range	
Library Expansion				Library	3/1/2018					Long-range	
DRC Shredder				DRC						Long-range	
DRC "Waste to Energy" Equipment				DRC						Long-range	
DRC Drive-on/Vehicle Scale				DRC						Long-range	
DRC Equipment Garage				DRC						Long-range	
DRC Sytrofoam Densifier				DRC						Long-range	
Landfill Closure 4-8 years	long-term			DRC	N/A	will be part of plan to be submitted in 2020				Long-range	
City Vehicle				-split-	2/20/2018					Long-range	
Salmon River Harbor Waterless Restrooms	\$70-90,000.00			MF						Long-range	
Salmon River Harbor Public Floats				MF						Long-range	
CAPGIS 2018 submission											
CAPGIS 2019 submission											
CAPGIS 2020 submission											

**Incoming Grants/Scholarships to City of Gustavus FY20**

Dept.	Purpose	Date Received	Amount Awarded	QB Class Name	Amount Spent to Date	Remaining Funds	Notes
Library	Library Supplies	8/15/2019	\$7,000.00	FY20 PLA Grant	\$5,257.13	\$1,742.87	State of AK Public Library Assistance (PLA) grant for library materials
	Reading with Rachel	7/9/2019	\$554.00	Reading with Rachel	\$554.00	\$0.00	Grant from Jon & Julie Howell
	Library Internet	10/30/2019	\$2,020.00	SoA OWL Internet Subsidy	\$2,020.00	\$0.00	Alaska Online with Libraries (OWL) internet re-installation subsidy
	Library Internet	10/30/2019	\$2,078.40	SoA OWL Internet Subsidy	\$1,558.80	\$519.60	Alaska OWL monthly internet subsidy
	Library Equipment	11/21/2019	\$1,000.00	--	\$1,000.00	\$0.00	APEI Safety Grant used toward purchase of AED
GVFD	GVFD Equipment	2018-2019	\$22,283.78	--	\$22,283.78	\$0.00	SEREMS Code Blue Grant 2018 - GVFD paid 10% match
	GVFD Supplies	3/25/2019	\$3,735.00	2019 VFA Grant	\$3,735.00	\$0.00	The Volunteer Fire Assistance (VFA) provides assistance in training, equipment purchases, and prevention activities, on a cost share basis. GVFD paid 10% match.
	GVFD Travel	2/28/2020	\$878.52	--	\$878.52	\$0.00	ASFA Ken Akerley Grant reimbursement for Johan Janse Van Rensburg travel to ASFA Conference Sept. 2019
	GVFD Training	3/14/2020	\$1,000.00	--	\$1,000.00	\$0.00	SEREMS Mini-Grant used for ETT class instructor fee
	GVFD Equipment	FY20	\$36,000.00	Tsunami Siren Grant FY20	\$0.00	\$36,000.00	State of AK Div. of Homeland Sec. & Emergency Mgmt.
	GVFD Equipment	spring 2020	\$7,245.00	2020 VFA Grant	\$0.00	\$7,245.00	The Volunteer Fire Assistance (VFA) provides assistance in training, equipment purchases, and prevention activities, on a cost share basis. GVFD pays 10% match.
Admin	City Clerk Training	8/10/2019	\$1,550.00	(applied to FY19 expense)	\$1,550.00	\$0.00	AAMC scholarship for NW Clerks Institute June 2019
	City Clerk Training	8/6/2019	\$400.00	(applied to FY19 expense)	\$400.00	\$0.00	IIMC Foundation scholarship for IIMC institute Jun. 2019
	City Clerk Training	1/7/2020	\$280.38	--	\$280.38	\$0.00	AAMC scholarship for Nov. 2019 annual conference
	City Council Training	1/20/2020	\$500.00	--	\$500.00	\$0.00	AML scholarship for Shelley Owens for Nov. 2019 Conf.
	City Council Training	1/20/2020	\$500.00	--	\$500.00	\$0.00	AML scholarship for Brittney Cannamore for Nov. 2019 Conf.

\$87,025.08

**Outgoing Grants from City of Gustavus - Endowment Fund Grant (EFG)**

Resolution	Grantee	Date Awarded	Amount Awarded	QB Class Name	Amount Disbursed to Date	Remaining Funds	Notes
CY19-21	Gustavus Community Center	12/9/2019	\$21,547.52	2020 EFG - GCC	\$12,100.00	\$9,447.52	grant ends 12/10/20
CY19-21	Gustavus PFAS Action Coalition	12/9/2019	\$21,250.00	2020 EFG - GPAC	\$4,923.95	\$16,326.05	grant ends 12/10/20

## CITY ADMINISTRATOR'S REPORT APRIL GENERAL MEETING

I'd like to begin with a thank you to the community for sending us terrific information, comments, and questions about the different aspects of the COVID-19 situation. We are posting information on the web page and will continue to update it.

I'd also like to recognize City staff for the outstanding effort during this critical time. Working from is challenging and staff have been able to continue productive and maintain good moral. Great job team!



### **FY21 BUDGET REVENUE**

The Governor vetoed the Community Assistance Program for full funding, approximately \$75,000. However, the Governor stated that he will fund the approximate \$30,000 million dollar cut with the COVID-19 Federal funding; I am working on getting a timeline.

Just released: The City is eligible for \$44,228.25 in National Forrest Receipts. We don't have a date for receipt of funds at this time.



### **CARES**

The Coronavirus Aid, Relief, and Economic Security Act (CARES) was signed on March 27, 2020; below is a summary of the Act. The Act is funded at \$2trillion. There is a lot of information in the summary and you can Google the Act or look at the City's web page, but here are some important sections:

Delayed Payroll Tax

Fisheries

Funding for States – hopefully to be passed down to small local communities

FFCR Act (First Families Coronavirus Response Act)

Payments to Individuals

Rural Development

SBA Loans and Grants

Unemployment Benefits



### **LIBRARY TO BE COVID-19 FUNDING ASSISTANCE CENTER**

The City will establish a COVID-19 assistance center out of the library. People will be able to call and speak to someone about eligibility, forms, agency contacts, etc. When the library is able to open, folks will be able to meet with a representative for assistance. Until then, assistance will be provided via the phone, etc.

### **THANK YOU LETTERS MAILED**

The Mayor has sent "thank you" letters to the Alaska Senate and House Finance Committee members to listening to rural communities and passing a budget that includes full funding for the

Community Assistance Program and the Alaska Marine Highway, among other much needed funding. A copy of the letter has been sent to each Council member.



### **FY21 BUDGET WORK SESSION**

The Mayor has scheduled a FY21 budget work session for April 16 at 5:30. It is anticipated that the budget work group will have comments and/or recommendations for the work session.



**City of Gustavus**  
P.O. Box 1  
Gustavus, AK 99826  
Phone: (907) 697-2451

# Public Comment on Non-Agenda Items



**City of Gustavus**  
P.O. Box 1  
Gustavus, AK 99826  
Phone: (907) 697-2451

# Consent Agenda

## CERTIFICATE OF RECORDS DESTRUCTION

This form documents the destruction of public records in accordance with Alaska Statute 40.25,  
Gustavus Municipal Code 2.70.030 and City of Gustavus Policy and Procedure for Public Records Management

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

### 6. Records to Be Destroyed

a) Schedule and Records Series Number	b) Records Series Title	c) Date Range (mo/yr)	d) Location	e) Volume	f) Destruction Method
C-21, 6yrs	Clerk-General	2006, 14, 16	City Hall	3 file	Recycle
C-19, 6yrs	Liquor License Renewal	2012, 2013	City Hall	1 file	
C-3, 3 yrs	Council Non-Permanent Records	2014	City Hall	1 file	recycle
AD-1, Until need is met	General Administration	2014, 16, 17, 18	Clerk Computer	31 documents	delete
C-20, 5yrs	Committee Files	2014, 15	Clerk Computer	18 documents	delete

### DESTRUCTION APPROVALS

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

We certify that the records listed above have been retained for the scheduled retention period, as per the City of Gustavus Records Retention Schedule, required audits have been completed, and no pending or ongoing litigation or investigation involving these records is known to exist.

**7. MAYOR** \_\_\_\_\_ **DATE** \_\_\_\_\_

**8. CITY CLERK/TREASURER** \_\_\_\_\_ **DATE** \_\_\_\_\_

**9. RECORDS DESTRUCTION**  
**AFFIRMED BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce,  
Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

March 5, 2020

City of Gustavus

Via Email: [clerk@gustavus-ak.gov](mailto:clerk@gustavus-ak.gov)

**Re: Notice of 2020/2021 Liquor License Renewal Application**

License #	DBA	License Type
3794	Excursion Restaurant	Restaurant/Eating Place- Tourism Seasonal

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen Klinkhart", on a light-colored background.

Glen Klinkhart, Director

[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)

NOV 22 2019

AMCO  
Page 1 of 4

[Form AB-17e] (rev 09/17/2019)

Contact Email:		
Name of Contact:	Contact Phone:	

Optional: If you wish for AMCO staff to communicate with an individual who is not a licensee named on this form (eg: legal counsel) about this application and other matters pertaining to the license, please provide that person's contact information in the fields below.

Contact Email:	glaciebearskin@gmail.com	
Contact Licensee:	Contact Phone:	Jane & Davey Sheahan 602-962-9096

Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual must be a licensee who is required to be listed in and authorized to sign this application.

City:	Gustavus	State:	AK	ZIP:	99826
Mailing Address:	PO Box 355				

Licensee:	Excursion Restaurant, LLC		License #:	3794
License Type:	Restaurant/Eating Place- Tourism Seasonal			
Doing Business As:	Excursion Restaurant			
Premises Address:	255 Bink Creek Road 501 Rink Creek Rd			
Local Governing Body:	City of Gustavus			
Community Council:	None			
Mailing Address:	PO Box 355			

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

### Section 1 - Establishment and Contact Information

This form must be completed and submitted to AMCO's main office before any license renewal application will be reviewed. Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees that an application will be considered complete, or that a license will be renewed.

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing liquor license that are due to renew by December 31, 2019. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

What is this form?



## Form AB-17e: 2020/2021 Renewal License Application

### Restaurant or Eating Place - Tourism License

Alaska Alcoholic Beverage Control Board

Alcohol and Marijuana Control Office  
550 W 7th Avenue, Suite 1600  
Anchorage, AK 99501  
alcohol.licensing@alaska.gov  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

# Alaska Alcohol Beverage Control Board Form AB-17f: 2020/2021 Renewal License Application

## Section 2 - Entity or Community Ownership Information

Licenses who directly hold a license as an individual or individual should skip to Section 3. General partnerships and local governments should skip to the second half of this page. All licensees that are corporations or LLCs must complete this section. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). The CBPL Entity # below is neither your EIN/tax ID number, nor your business license number. You may view your entity's status or find your CBPL entity number by visiting the following site: <https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	60390 D
-----------------------	---------

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.

- This subsection must be completed by any community or entity, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.
- If the applicant is a corporation, the following information must be completed for each shareholder who owns 10% or more of the stock in the corporation, and for each president, vice-president, secretary, and managing officer.
  - If the applicant is a limited liability organization, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.
  - If the applicant is a partnership, including a limited partnership, the following information must be completed for each partner with an interest of 10% or more, and for each general partner.

**Important Note:** The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is listed with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required titles constitutes an incomplete application. You must list all of your qualifying officials, additional copies of this page or a separate sheet of paper may be submitted if necessary.

Name of Official:	James D. Carey, Treasurer	Title(s):	Member	Phone:	602-552-9976	% Owned:	51%
Mailing Address:	Winter (4509 N 53rd St)						
City:	Phoenix	State:	AZ	ZIP:	85008		

Name of Official:	David Olney	Title(s):	Member	Phone:		% Owned:	49%
Mailing Address:	3846 Bowler Memorial Rd Unit 2						
City:	Yakima	State:	WA	ZIP:	96761		

Name of Official:		Title(s):		Phone:		% Owned:	
Mailing Address:							
City:		State:		ZIP:			



# Form AB-17f: 2020/2021 Renewal License Application

## Section 3 – Sole Proprietor Ownership Information

Entities, such as corporations or LLCs, should skip this section. This section must be completed by any licensee who directly holds the license as an individual or multiple individuals and is applying for license renewal. If more space is needed, please attach a separate sheet that includes all of the required information.

The following information must be completed for each licensee and each affiliate.

This individual is an: ☐ applicant ☐ affiliate

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

This individual is an: ☐ applicant ☐ affiliate

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

## Section 4 – Alcohol Server Education

This section must be completed only by the holder of a beverage dispensary, club, or pub license or conditional contractor's permit.

The holders of all other license types should skip to Section 5.

Read the line below, and then sign your initials in the box to the right of the statement:

Initials

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of a patron have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, as set forth in AS 04.21.025 and 3 AAC 304.465.



## Section 5 – License Operation

Check a single box for each calendar year that best describes how this liquor license was operated:

2018 2019

The license was regularly operated continuously throughout each year.

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

The license was regularly operated during a specific season each year.

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
-------------------------------------	-------------------------------------

The license was only operated to meet the minimum requirement of 240 total hours each calendar year.

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.

The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both of the calendar years.

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

If this box is checked, a complete copy of Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated for at least the minimum requirement, unless a complete copy of the form (including fees) has already been submitted for that year.



Alaska Alcoholic Beverage Control Board

Form AB-17f: 2020/2021 Renewal License Application

Section 6 - Violations and Convictions

Applicant violations and convictions in calendar years 2018 and 2019:

Yes No

Have any notices of violation (NOVs) been issued for this license in the calendar years 2018 or 2019?

☒ Yes ☐ No

Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2018 or 2019?

☒ Yes ☐ No

If "Yes" to either of the previous two questions, attach a separate page to this application listing all NOVs and/or convictions.

Section 7 - Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

☒

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers, managers, general partners, or stakeholders) from what is currently approved and on file with the Alcoholic Beverage Control Board.

☒

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

☒

I am submitting as part of this application a completed copy of Form AB-33: Restaurant Receipts Affidavit, to provide evidence to the ABC Board that this establishment met the food sales requirement set forth in AS 04.11.100(e).

☒

I am submitting as part of this application a completed copy of the attached Tourism Statement form, for review by the Alcoholic Beverage Control Board.

☒

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board or AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

E.H.

Signature of Notary Public

Notary Public  
Maricopa County, Arizona  
My Commission Expires 08-05-2023  
Commission No. 571028

Printed name of licensee

Jane Sheahan

Signature of licensee

Jane Sheahan



Subscribed and sworn to before me this 18 day of November, 2019.

☒ Yes  
☐ No

Seasonal License?

If "Yes", write your six-month operating period: May 1 - October 31

Miscellaneous Fees:

License Fee:	\$ 300.00	Application Fee:	\$ 300.00	TOTAL:	\$ 600.00
GRAND TOTAL (if different than TOTAL):					



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

**Department of Commerce,  
Community,  
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

March 13, 2020

City of Gustavus

Via Email: [clerk@gustavus-ak.gov](mailto:clerk@gustavus-ak.gov)

**Re: Notice of 2020/2021 Liquor License Renewal Application**

License #	DBA	License Type
5106	Annie Mae Lodge	Beverage Dispensary - Tourism

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen Klinkhart", on a light-colored rectangular background.

Glen Klinkhart, Director

[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)

DEC 27 2019

AMCO

Page 1 of 4

[Form AB-17d] (rev 09/17/2019)

Contact Email:	accounting@anniemae.com	
Name of Contact:	Rachel Parks	Contact Phone: 907-697-2346

Optional: If you wish for AMCO staff to communicate with an individual who is not a licensee named on this form (eg: legal counsel) about this application and other matters pertaining to the license, please provide that person's contact information in the fields below.

Contact Email:	accounting@anniemae.com	
Contact Licensee:	Lesli L.C. Sirstad	Contact Phone: 907-697-2346

Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual must be a licensee who is required to be listed in and authorized to sign this application.

Mailing Address:	PO Box 55		
City:	Gustavus	State:	AK
ZIP:	99826		

Licensee:	The Annie Mae Corporation		License #:	5106
License Type:	Beverage Dispensary - Tourism			
Doing Business As:	Annie Mae Lodge			
Premises Address:	2 Grandpa's Farm Road			
Local Governing Body:	City of Gustavus			
Community Council:	None			

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

### Section 1 - Establishment and Contact Information

This form must be completed and submitted to AMCO's main office before any license renewal application will be reviewed. Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees that an application will be considered complete, or that a license will be renewed.

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing beverage dispensary-tourism liquor license that is due to renew by December 31, 2019. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

What is this form?



## Form AB-17d: 2020/2021 Renewal License Application

Alaska Alcoholic Beverage Control Board  
Beverage Dispensary - Tourism License

Alcohol and Marijuana Control Office  
550 W 7th Avenue, Suite 1600  
Anchorage, AK 99501  
alcohol.licensing@alaska.gov  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350



Form AB-17d: 2020/2021 Tourism Renewal License Application

Section 2 - Entity or Community Ownership Information

Licenses who directly hold a license as an individual or individuals should skip to Section 3. General partnerships and local governments should skip to the second half of this page. All licensees that are corporations or LLCs must complete this section. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). The CBPL Entity # below is neither your EIN/tax ID number, nor your business license number. You may view your entity's status or find your CBPL entity number by visiting the following site: <https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #: 77783D

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.

- This subsection must be completed by any community or entity, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.
- If the applicant is a corporation, the following information must be completed for each shareholder who owns 10% or more of the stock in the corporation, and for each president, vice-president, secretary, and managing officer.
  - If the applicant is a limited liability organization, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.
  - If the applicant is a partnership, including a limited partnership, the following information must be completed for each partner with an interest of 10% or more, and for each general partner.

**Important Note:** The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is listed with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required titles constitutes an incomplete application. You must list all of your qualifying officials, additional copies of this page or a separate sheet of paper may be submitted if necessary.

Name of Official:	Lesli L.C. Sirstad
Title(s):	President, Treasurer, Sec
Mailing Address:	PO Box 55
City:	Gustavus
State:	AK
ZIP:	99826
% Owned:	100

Name of Official:	
Title(s):	
Mailing Address:	
City:	
State:	
ZIP:	
% Owned:	

Name of Official:	
Title(s):	
Mailing Address:	
City:	
State:	
ZIP:	
% Owned:	



# Form AB-17d: 2020/2021 Tourism Renewal License Application

## Section 3 - Sole Proprietor Ownership Information

Entities, such as corporations or LLCs, should skip this section. This section must be completed by any licensee who directly holds the license as an individual or multiple individuals and is applying for license renewal. If more space is needed, please attach a separate sheet that includes all of the required information.

The following information must be completed for each licensee and each affiliate.

This individual is an: <input type="checkbox"/> applicant <input type="checkbox"/> affiliate (spouse)	
Name:	Contact Phone:
Mailing Address:	
City:	State: ZIP:
Email:	

This individual is an: <input type="checkbox"/> applicant <input type="checkbox"/> affiliate (spouse)	
Name:	Contact Phone:
Mailing Address:	
City:	State: ZIP:
Email:	

## Section 4 - Alcohol Server Education

Read the line below, and then sign your initials in the box to the right of the statement:

Initials

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of a patron have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, as set forth in AS 04.21.025 and 3 AAC 304.465.



## Section 5 - License Operation

Check a single box for each calendar year that best describes how this liquor license was operated:

2018 2019

The license was regularly operated continuously throughout each year.

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
-------------------------------------	-------------------------------------

The license was regularly operated during a specific season each year.

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

The license was only operated to meet the minimum requirement of 240 total hours each calendar year. If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both of the calendar years.

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

If this box is checked, a complete copy of Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated for at least the minimum requirement, unless a complete copy of the form (including fees) has already been submitted for that year.



Alaska Alcoholic Beverage Control Board

Form AB-17d: 2020/2021 Tourism Renewal License Application

Section 6 - Violations and Convictions

Applicant violations and convictions in calendar years 2018 and 2019:

Yes No

Have any notices of violation (NOVs) been issued for this license in the calendar years 2018 or 2019?

☒ ☐

Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2018 or 2019?

☒ ☐

If "Yes" to either of the previous two questions, attach a separate page to this application listing all NOVs and/or convictions.

Section 7 - Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

☒

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers, managers, general partners, or stakeholders) from what is currently approved and on file with the Alcoholic Beverage Control (ABC) Board.

☒

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

☒

I am submitting as part of this application a completed copy of the attached Tourism Statement form, for review by the Alcoholic Beverage Control Board.

☒

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information requested by the Alcoholic Beverage Control Board or AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Signature of Notary Public

Notary Public in and for the State of

Alaska

Printed name of licensee

Lesli L.C. Sirstad

Signature of licensee

POSTMASTER

PO BOX 9998

GUSTAVUS AK 99826

Subscribed and sworn to before me this

23rd

My commission expires:

07/08/2022

day of December, 2019

Seasonal License?

☐

Yes

☒

No

If "Yes", write your six-month operating period:

License Fee:	\$ 2500.00	Application Fee:	\$ 300.00	TOTAL:	\$ 2800.00
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					

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## Tourism Statement

Alaska Alcoholic Beverage Control Board

Alcohol and Marijuana Control Office  
550 W 7th Avenue, Suite 1600  
Anchorage, AK 99501  
alcohol.licensing@alaska.gov  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350



A new, transfer, or renewal application for a beverage dispensary – tourism or restaurant / eating place – tourism license must be accompanied by a written statement that explains how the establishment encourages tourism and meets the requirements listed under AS 04.11.400(d) and 3 AAC 304.325.

This document must be submitted to AMCO's main office before any tourism license application will be reviewed.

### Section 1 – Establishment Information

Doing Business As:	Annie Mae Lodge	License #:	5106
License Type:	Beverage Dispensary - Tourism		

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

### Section 2 – Tourism Statement

2.1. Explain how issuance of a liquor license at your establishment has/will encourage tourism.

This license is a competitive edge and has proven to bring in more clients and keep the clients that we already have. It insures an establishment that actively encourages travelers to visit not only our lodge, but Gustavus and Glacier Bay. and accommodates meals, tours, activities, and more.

2.2. Explain how the facility was/will be constructed or improved as required by AS 04.11.400(d)(1):

In the last two years we have updated our room fixtures and mattresses. We upgraded and replaced our kitchen stove/oven and dish sanitizer. At the end of our summer season we started the replacement of our roof and remodel of one of our exterior storage rooms in order to better accommodate guest luggage and provide additional office

2.3 Does the licensee or applicant for this liquor license also operate the tourism facility in which this license is located?

☒ YES  
☐ NO

2.4 If "no" who operates the tourism facility?

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## Tourism Statement

Alaska Alcoholic Beverage Control Board



If "yes" answer the following questions:

2.5 Do you offer room rentals to the traveling public?

☒ YES  
☐ NO

How many rooms are available?

We are an eleven room lodge operated year-round only establishment open year-round.

How many of the available rooms (if any) have kitchen facilities (defined as: a separate sink for food preparation along with refrigeration and cooking appliance devices, including a microwave)?

None.

Do you stock or plan to stock alcoholic beverages in guest rooms?

☒ YES  
☐ NO

If "no" is your facility located within an airport terminal?

☒ YES  
☐ NO

2.6 If your establishment includes a dining facility, please describe that facility. If it does not please write "none".

We have a full service restaurant for our overnight customers and the local population. We provide local seafood, non-seafood options, and accommodate dietary restrictions.

2.7 If additional amenities are available to your guests through your establishment (eg: guided tours or trips, rental equipment for guests, other activities that attract tourists), please describe them. If they are not offered, please write "none".

We arrange tours, airfare, and activities for our guests. We work with many other businesses in order to provide an all inclusive destination that promotes tourism to the fullest in our area.

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AMCO

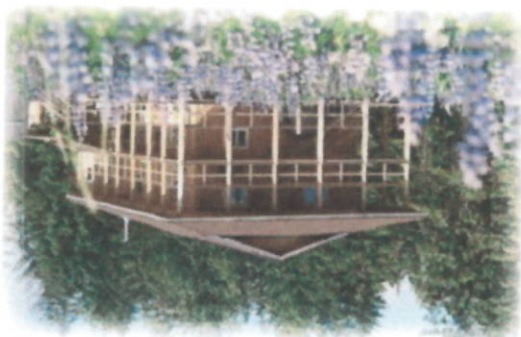
The Beverage Dispensary Tourism License is a competitive edge that we need in order to continue to provide an establishment that encourages travelers to visit not only our lodge, but Gustavus and Glacier Bay.

We pride ourselves on being an exceptional lodge catering to a wide diversity of travelers. We advertise online, in print media, and on the radio in order to attract travelers that are looking for amazing fishing trips, tours into Glacier Bay and Icy Strait, whale watching tours, single and multi-day kayaking trips, and people that are here for business. We not only provide lodging and meals, but arrange any tours and airfare that our guests desire. We work with many other businesses in order to provide an all inclusive destination that promotes tourism to the fullest in our area.

This license enables us to provide an extra service that is desired by our guests along with providing extra funding for the continuous improvements that a lodge like ours requires. In the last two years we upgraded and replaced our kitchen stove/oven and dish sanitizer. We also updated our room fixtures and all of our mattresses. At the end of this summer season, we started the replacement of our roof and remodel of some of the exterior. This project also includes the remodel of one of our exterior storage rooms in order to better accommodate guest luggage storage and provide additional office space. By allowing us to offer our guests beer, wine, and spirits this license has proven to be indispensable as far as bringing in more clientele and keeping the clientele that we already have.

The Annie Mae Corporation dba The Annie Mae Lodge operates an eleven room lodge that provides lodging and full restaurant services for our overnight customers and the local population. Our room units do not have individual kitchenettes or cooking facilities. We are the only full service lodge open in both the summer and winter.

### Tourism Statement



*A Family Enterprise*  
**The Annie Mae Lodge**  
 IN GUSTAVUS AT GLACIER BAY  
 P.O. Box 55 Gustavus, Alaska 99826  
 \*Telephone (907)697-2346  
 \*Toll Free (800)478-2346 \*Fax (907)697-2211  
 \*e-mail [reservations@anniemae.com](mailto:reservations@anniemae.com)  
 \*web site [www.anniemae.com](http://www.anniemae.com)



**City of Gustavus**  
P.O. Box 1  
Gustavus, AK 99826  
Phone: (907) 697-2451

# Ordinance for Public Hearing

**CITY OF GUSTAVUS  
ORDINANCE FY20-12**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE  
AMENDMENT OF CITY ORDINANCE TITLE 8 MARINE FACILITIES CHAPTER 8.01,  
SECTIONS 8.01.030, 8.01.040 f) and z), CHAPTER 8.02, SECTIONS 8.02.020 (b)  
6., 8.02.040 (a), (c), CHAPTER 8.04, Sections 8.04.010 a. through e., CHAPTER  
8.05, SECTION 8.05.010 (f) and CHAPTER 8.07, SECTION 8.07.030 (c)**

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

- Section 1. Classification. This ordinance is of general and permanent nature and shall become a part of the City of Gustavus Municipal Code.
- Section 2. Severability. If any provisions of this ordinance or any application thereof to any person or circumstance is held invalid, the remainder of this ordinance and its application to other persons, or circumstances shall not be affected thereby.
- Section 3. Enactment. Now therefore, it is enacted by the Gustavus City Council that Title 8 Marine Facilities Chapter 8.01, Sections 8.01.030, 8.01.040 f) and z), Chapter 8.02, Sections 8.02.020 (b) 6., 8.02.040 (a), (c), Chapter 8.04, Sections 8.04.010 a. through e., Chapter 8.05, Section 8.05.010 (f) and Chapter 8.07, Section 8.07.030 (c) be amended as follows:

**Bold and Underlined** items are additions. ~~Strikeout~~ items are deletions.

**Chapter 8.01 MARINE FACILITIES**

**Section 8.01.030 – Implied agreement for use of facilities; city liability denied**

~~The use of city-owned and maintained harbor facilities constitutes an agreement by the owner, operator, master and/or managing agent of a vessel comply with this title and any regulation adopted by the City of Gustavus, and to pay all fees and charges provided by this title. The City of Gustavus shall not be liable for loss of or damage to property, or injury to persons within or upon its harbor facilities.~~

**The City of Gustavus may require signed agreement to meet applicable regulatory requirements as a condition to issuing use permits to its harbor facilities.**

**Section 8.01.040 - Definitions**

- a. **Commercial Fishing Vessel.** A vessel engaged in any trade, business, or commercial activity
- z) **Private Vessel.** Any motor vessel that is not engaged in business (business includes, but is not limited to, transportation of passengers for hire or commercial fishing)

## Chapter 8.02 - ADMINISTRATIONS

### Section 8.02.020 – Powers and duties.

- (b) Power and duties. The harbormaster shall have the following authority:

**6. To report any suspected violation of Federal, State, or City of Gustavus laws, regulations, or policies to the Mayor or City Administrator.**

### Section 8.02.040 – Marine Facilities Advisory Committee

- (a) There is established the marine facilities advisory committee, which shall consist of at least ~~three (3)~~ **four (4)** members appointed by the Gustavus City Council. To the extent possible, appointments to the marine facilities advisory committee shall include persons having marine, engineering, financial, and other skills relevant to harbor facility affairs. Appointments shall be for three (3) years, after which a former member is required to wait at least one (1) year before applying for re-appointment. Initial appointments shall be for staggered terms of two (2) and three (3) years.

~~(2) Marine Facilities advisory committee members(s) physically absent from Gustavus may participate by teleconference for no more than four (4) meetings per year, beginning the date of their appointment.~~

## Chapter 8.04 – RULES FOR USE OF THE GUSTAVUS HARBOR FACILITIES

### Section 8.04.010 – Conduct in harbor facilities-General Rules.

- ~~(a) Vessels moored within the harbor facilities shall be capable of meeting the provisions of [Section 8.07.090](#), Underway requirements, at all times, unless specifically authorized by the harbormaster.~~
- ~~(b) Vessels, when unattended, shall be securely moored with lines, adequate in size and number for the boat, and suitable for weather and other conditions. Lines shall be easily removed by hand.~~
- ~~(c) Vessels moored within the harbor facilities shall, at all times, be seaworthy and ready for immediate or emergency departure into local waters. At no time may a vessel be chained or locked to any float or other component or structure of the harbor facilities.~~
- ~~(d) All moorage of vessels in the harbor facilities shall be in accordance with posted signs or as otherwise directed by the Harbormaster or the City of Gustavus.~~
- ~~(e) All vessels and vehicles in, at or on the harbor facilities shall be parked, moored and maneuvered in a safe and orderly manner.~~

- a. Vessels moored within the harbor facilities shall be capable of meeting the provisions of **Section 8.07.090**, Underway requirements, at all times, unless specifically authorized by the harbormaster.
- b. Vessels, when unattended, shall be securely moored with lines, adequate in size and number for the boat, and suitable for weather and other conditions. Lines shall be easily removed by hand.
- c. Vessels moored within the harbor facilities shall, at all times, be seaworthy and ready for immediate or emergency departure into local waters. At no time may a vessel be chained or locked to any float or other component or structure of the harbor facilities.
- d. Moorage of all vessels in the harbor facilities shall be in accordance with posted signs or as otherwise directed by the harbormaster or the City of Gustavus.
- e. All vessels and vehicles in, at or on the harbor facilities shall be parked, moored and maneuvered in a safe and orderly manner.
- f. Use of the float system is not intended for vessel repair, or long - term moorage. Transient moorage in zoned areas is allowed with permission of the harbormaster.
- g. Conduct of users of the marine facilities must be non-confrontational and cooperative, acknowledging the rights of all patrons to use the facilities. Any unresolved disagreements or confrontations should be documented and brought to the attention of City Hall.
- h. Cleaning of fish on the float is prohibited. Cleaning of fish aboard a vessel tied to the float is permitted so long as fish waste is retained on the vessel or packaged for safe removal to a shore disposal site.
- f. Discarding of fish carcasses or by-product waste must be done in accordance with Federal, State, and City of Gustavus laws. Dumping of such waste around City floats, State dock or the Salmon River boat harbor is prohibited. Fish or animal waste may not be discarded at the dock, and not closer than mid-channel of Icy Passage.
- g. Storage of gear, totes, coolers and trash on the floats is prohibited.
- h. Violation of any of these standards may result in suspension of facility use and/or a fine of up to \$200. per violation.

## Chapter 8.05 – PROHIBITED ACTS

### Section 8.05.010 – Prohibited acts

- (f) *Improper waste disposal.* It is unlawful for any person to dispose of trash, garbage, refuse, human waste, animal carcasses or parts, fish waste or parts, or any similar substance in or on the water or the land of the harbor facilities. **Discarding of animal carcasses (e.g. fish, deer, etc.) is prohibited from the Cities Marine Facilities. All dumping of animal carcasses must be beyond mid-channel.**

## Chapter 8.07 – SALMON RIVER SMALL BOAT HARBOR

### Section 8.07.030 – Long-term storage zone.

- (c) Vessels and boat trailers. Boat trailers may be stored in the designated storage zone. ~~Untrailerred Vessels~~ **Vessels not on a trailer** may be stored in the storage zone, but shall be blocked and supported by means and in a manner that does not create a hazard to persons or property and does not impede relocation if required by the harbormaster.

Section 4. Effective Date. This ordinance becomes effective upon its adoption by the Gustavus City Council.

**Date Introduced: March 9, 2020**

**Date of Public Hearing: April 13, 2020**

**PASSED** and **APPROVED** by the Gustavus City Council this XX<sup>th</sup> day of XXXX, 20XX

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Calvin Casipit, Mayor

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Attest: Karen Platt CMC, City Clerk

**CITY OF GUSTAVUS, ALASKA  
ORDINANCE FY20-13NCO  
AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE AMENDMENT OF  
DEPARTMENTAL BUDGETS FOR FISCAL YEAR 2020**

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

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

**Section 2.** For the Fiscal Year of 2020 estimated expenditures have changed from the estimates in the approved budget.

**Section 3.** For the current fiscal year, the budget is amended to reflect the changed estimates as follows:

<b>Budget Category</b>	<b>Amounts</b>		
	Original Budget	Amended Budget	Change
<b>INCOME</b>			
Prior-Year Cash Balance	\$ 73,223.51	\$ 64,514.70	<\$ 8,708.81>
Federal Revenue: Payment in Lieu of Taxes	\$ 112,735.48	\$ 115,419.89	\$ 2,684.41
Library: Fundraising	\$ 500.00	\$ 1,300.00	\$ 800.00
GVFD Income: Training	\$ 0.00	\$ 2,400.00	\$ 2,400.00
<i>GVFD offered an Emergency Trauma Technician class on site for a fee. Instructor expenses were paid from budgeted GVFD training expense.</i>			
Marine Facilities Income: Commercial Vessels	\$ 9,000.00	\$ 15,000.00	\$ 6,000.00
<i>Vessel registration fees were increased with Resolution CY20-08 in anticipation of the increased cost of transporting the steel mooring float.</i>			
Marine Facilities Income: Private Vessels	\$ 4,000.00	\$ 5,000.00	\$ 1,000.00
<i>Vessel registration fees were increased with Resolution CY20-08 in anticipation of the increased cost of transporting the steel mooring float.</i>			
Federal Revenue: National Forest Receipts	\$ 0.00	\$ 25,000.00	\$ 25,000.00
<i>National Forest Receipts must be used for roads (or schools, if a municipality operates one). FY20 National Forest Receipts' amount is still unknown but is presumed to be at least this amount. If not, road maintenance will be funded from one of the AMLIP road maintenance savings accounts through a subsequent NCO.</i>			

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Total Change in Income			<b>\$ 29,175.60</b>
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<b>EXPENSE</b>			
	Original Budget	Amended Budget	Change
Payroll Expenses: Health Insurance	\$ 18,517.20	\$ 17,092.80	<\$ 1,424.40>
<i>Due to a change in projected monthly insurance premiums from the original budget plus a change in employee insurance elections.</i>			
Lands: Administrative Costs	\$ 2,000.00	\$ 0.00	<\$ 2,000.00>
Lands: Contractual Services	\$ 17,500.00	\$ 24,500.00	\$ 7,000.00
<i>Additional land was denuded at the gravel pits per RFQ FY20-03RM.</i>			

Library: Freight/Shipping	\$ 550.00	\$ 700.00	\$ 150.00
Library: Fundraising	\$ 500.00	\$ 950.00	\$ 450.00
Road Maintenance	\$ 85,000.00	\$110,000.00	\$ 25,000.00

*Expenses exceeded the original budget due to several emergency repairs and \$35,000 for snowplowing to date. National Forest Receipts will cover this expense if possible. Otherwise, road maintenance will be funded from one of the AMLIP road maintenance savings accounts through a subsequent NCO.*

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Total Change in Expense **\$ 29,175.60**

**Section 4.** The budget is hereby amended as indicated and any portion of the approved budget inconsistent with this amendment is repealed.

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

**DATE INTRODUCED:** *March 9, 2020*

**DATE OF PUBLIC HEARING:** *April 13, 2020*

**PASSED** and **APPROVED** by the Gustavus City Council this \_\_\_\_th day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Calvin Casipit, Mayor

\_\_\_\_\_  
Attest: Phoebe Vanselow, City Treasurer

\_\_\_\_\_  
Attest: Karen Platt CMC, City Clerk

**CITY OF GUSTAVUS  
ORDINANCE FY20-14**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE  
AMENDMENT OF CITY ORDINANCE TITLE 4 REVENUE AND FINANCE  
CHAPTER 4.14 – ROOM TAX, SECTIONS 4.14.020, 4.14.050, 4.14.070,  
4.14.090, 4.14.100, 4.14.110, 4.14.120, 4.14.130, 4.14.150, 4.14.160 and  
CHAPTER 4.15 – SALES TAX, SECTIONS 5.15.020, 4.15.040, 4.15.050,  
4.15.070, 4.15.090, 4.15.100, 4.15.110, 4.15.120, 4.15.130, 4.15.140,  
4.15.140, 4.15.150, 4.15.160, 4.15.180, 4.15.230**

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

- Section 1. Classification. This ordinance is of general and permanent nature and shall become a part of the City of Gustavus Municipal Code.
- Section 2. Severability. If any provisions of this ordinance or any application thereof to any person or circumstance is held invalid, the remainder of this ordinance and its application to other persons, or circumstances shall not be affected thereby.
- Section 3. Enactment. Now therefore, it is enacted by the Gustavus City Council that TITLE 4 REVENUE AND FINANCE CHAPTER 4.14 – ROOM TAX, SECTIONS 4.14.020, 4.14.050, 4.14.070, 4.14.090, 4.14.100, 4.14.110, 4.14.120, 4.14.130, 4.14.150, 4.14.160 and CHAPTER 4.15 – SALES TAX, SECTIONS 5.15.020, 4.15.040, 4.15.050, 4.15.070, 4.15.090, 4.15.100, 4.15.110, 4.15.120, 4.15.130, 4.15.140, 4.15.140, 4.15.150, 4.15.160, 4.15.180, 4.15.230 be amended as attached:

**Bold and Underlined** items are additions. ~~Strikeout~~ items are deletions.

- Section 4. Effective Date. This ordinance becomes effective upon its adoption by the Gustavus City Council.

Chapter 4.14 - ROOM TAX

Section 4.14.010 - Purpose and intent.

It is the purpose of the tax levied under this chapter to raise revenues. To that end, the scope of the tax levied shall be broadly interpreted and exceptions shall be allowed only when the rental clearly falls within an exemption defined in this chapter.

Section 4.14.020 - Definitions.

For the purpose of this chapter, the following words and phrases shall have the meaning respectively ascribed to them by this section:

*City:* The City of Gustavus, Alaska, or the area within the territorial limits of the City of Gustavus, Alaska.

*City council:* The Gustavus City Council or the Gustavus City Council's designees.

*Guest:* An individual, corporation, partnership, or association paying monetary, ~~barter~~ or other consideration for the use of a sleeping room or rooms in a hotel/motel/inn/lodge/bed and breakfast (B&B), and for fewer than thirty (30) consecutive days for the purposes of habitation.

*Hotel/motel:* A structure, or portions of a structure, occupied, intended, or designed for occupancy by transients for dwelling, lodging, or sleeping purposes and includes any hotel, motel, inn, lodge, bed and breakfast, **cabin**, or similar structure.

*Include and including:* "By way of illustration only" and shall not be interpreted as a limitation except where expressly so provide.

*May:* Permissive.

*Mayor:* The city mayor or his/her authorized designee.

*Must and shall:* Each is mandatory.

*Operator:* A person, firm, corporation, or other legal entity that furnishes, offers for rent, or otherwise makes available in the city, rooms in a hotel/motel for monetary, barter, or other consideration, whether acting directly or through an agent or employee.

*Person:* An individual natural person.

*Rent(s):* The amount paid or promised, in terms of money, as consideration for the use by a transient of a room or rooms in a hotel, motel, lodge, bed and breakfast, or other place of public accommodation.

*State:* State of Alaska.

Section 4.14.030 - Imposition of room rental tax.

- (a) There shall be levied and collected a tax equal to four (4) percent on hotel/motel room rentals within the city.
- (b) There shall be no room tax on any sale subject to sales tax in Section 4.15.030.
- (c) Each guest is responsible for the room rental tax imposed by this chapter and the tax shall be due and payable the month the guest departs. The tax shall apply to all rentals where the guest indicated that the room, or rooms, will be occupied by the guest for less than thirty (30) days. Rentals which are less than thirty (30) consecutive days shall be subject to the room tax even if the room or rooms were originally taken with the intent to use or occupy for thirty (30) or more consecutive days. Any unpaid tax shall be due and payable when the guest ceases to occupy or use space in the hotel/motel.
- (d) Every hotel/motel operator renting rooms subject to taxation under this chapter shall collect the taxes imposed by this chapter from the guest at the time of collection and shall transmit the same, monthly, to the **city unless the operator is allowed or directed by the city administrator or city treasurer to file for a different time period (i.e. quarterly or annually).**

## Section 4.14.040 - Exemptions.

The tax levied under this chapter shall not apply to the following:

- (1) Room rentals which the municipality is prohibited from taxing under the Constitution and laws of the United States or the State of Alaska;
- (2) Room rental for transients which continue for thirty (30) or more consecutive days shall not be taxable for the room tax on and after the thirtieth (30th) consecutive day.

## Section 4.14.050 - Regulations and procedures.

- (a) A mayor or a city official designated by the council shall administer this ordinance and make recommendations for regulations, policies, fees, and guidelines for the determination of the taxability of transactions. The city council shall adopt policy guidelines, regulation, fees and procedures for the management of this ordinance by resolution and may rule on specific transactions upon request. The written ruling on a specific rental may be relied upon by the parties to the rental unless the essential facts were not provided to the person making the ruling or the ruling is clearly contrary to provisions of the ordinance.
- (b) The burden of proving an exemption shall be on the operator claiming an exemption. Operators claiming an exemption may be required to obtain an exemption certificate. Certificates issued under this ordinance shall expire as determined by guidelines established by the city council.
- (c) The city council, or the ~~city clerk~~ **city administrator or city treasurer** when so authorized by the city council, shall take all steps necessary and appropriate to fulfill the requirements of this ordinance, which includes the authority to compromise and abate penalties and interest, and to negotiate and enter into payment plans for delinquent taxes, penalties and interest.

## Section 4.14.060 - Operator to add tax to rent.

Every operator shall add the amount of the tax levied by this chapter to the rent and the tax shall be stated separately on any rental receipts or slips, charge tickets, invoices, statements of account, or other tangible evidence of the rental.

## Section 4.14.070 - Monthly returns—Penalties and interest for delinquency.

- (a) Every ~~operator~~ person making rentals within the city shall ~~on or before the last day of the month~~ complete a signed return for the required filing period and deliver or mail the return to the ~~city clerk~~ **administrator or city treasurer**. The return shall set forth the total amount of all rentals regardless of whether such rentals are taxable or nontaxable, the amount of room tax due and such other information as the city may require. **Returns are due by the end of the month following the reporting period.** If the last day of the month is a Saturday, Sunday or federal, state or city holiday, the due date will be extended until the next business day, immediately following the end of each filing period.
- (b) Returns shall be filed for each calendar month, unless the operator is allowed or directed by the ~~city clerk~~ **administrator or city treasurer** to file for a different time period **(i.e. quarterly or annually).**

- (c) An operator, other than a governmental agency, making only exempt sales may be allowed, upon written request to the city ~~clerk~~ **administrator or city treasurer**, to file returns for periods which vary from each calendar month and which cover time periods up to one (1) year.
- (d) The tax levied under this ordinance, whether or not collected from the buyer, except for credit transactions covered in subsection (e) of this section, must be remitted by the ~~operator~~ **seller** to the city at the time of transmitting the return, and if not so remitted or if the return is not timely filed, such tax is delinquent. The postmark shall determine the date of filing mailed returns. In addition, a late payment penalty of five (5) percent per month or any fraction thereof, not to exceed a total accrual of twenty-five (25) percent, shall be added to all returns until such tax, penalty, and interest thereon have been paid. Such penalty shall be assessed and collected in the same manner as the tax is assessed and collected. In addition to these penalties, interest at the rate of fifteen (15) percent per year on the delinquent tax is collected. **(accruing monthly at 1.25 percent).**
- (e) The operator shall report uncollectible room tax to the city for room tax previously paid by the operator on any rental made on credit to the extent the operator declares such debt to be uncollectible and a bad debt. Such bad debt credit must be claimed on a "filed monthly" room tax report within two (2) years from the date of sale in which the bad debt arose.
- (f) There may be published, from time to time, the names of ~~operators~~ **sellers** delinquent in remitting room taxes and the amount thereof, provided that the names of ~~operators~~ **sellers** who have signed a confession of judgment for the delinquent room taxes, penalties, and interest, and a stipulation to postpone such stipulation as of the date on which the names are submitted to the publisher, will not be published. Information may also be made available to the public in the form of statistical reports and financial statements if the identity of particular ~~operators~~ **sellers** is not revealed by the reports. The following information shall be made available to the public:
- 1) The name and address of ~~operators~~ sellers;
  - 2) If ~~an operator~~ **a seller** is registered to collect room tax in the city;
  - 3) If ~~an operator~~ **a seller** is current in filing room tax returns and in remitting room tax;
  - 4) The number of returns not filed.
- (g) Information shall be confidential. Except as otherwise provided herein, all returns, reports, and information required to be filed with the city under this ordinance and all information deductible from such filed returns, reports, and information shall be kept confidential and are not subject to public inspection. Except upon court order, such returns, reports, and information shall be made available only to the city ~~clerk~~ **administrator, city treasurer**, or mayor ~~and employees of the city whose job responsibilities are directly related to such returns, reports and information or the person authorized in writing by the person supplying such returns, reports and information.~~

Section 4.14.080 - Operator's compensatory collection discount.

All operators and persons rendering room tax returns to the city shall be allowed to compensate themselves for costs incurred in collection, record keeping, remittance, and accounting for the tax imposed by taking two (2) percent of the tax due as a tax collection discount to reduce the tax to be remitted on any timely filed and fully paid return. The deduction may not exceed one hundred dollars (\$100.00) for any reporting period and may not be taken if any room tax, penalty, or interest is due for any previous reporting period.

Section 4.14.090 - Assessment limitation periods—Record keeping.

- (a) The amount of any tax imposed under this ordinance may be determined and assessed for a period of three (3) years after the date the return was filed with the city. No suit for the collection of such tax may be commenced after the expiration of the three-year period except for taxes, penalty, and interest due for such months as are the subject of a written demand or assessment made under Section 4.14.070 of this chapter within such three-year period, unless the operator waives the protection of this section.
- (b) In order to facilitate the administration and enforcement of the provisions of this ordinance, each operator within the city shall maintain and keep for a period of three (3) years all of the monthly ~~sales~~ **room** tax reports, forms, supporting records, and other records prescribed by the city. The failure to maintain adequate records to allow documentation of the taxability of each transaction will result in the loss of any tax exemption, deduction, or credit for that particular transaction. Upon the request of the city ~~clerk~~ **administrator or city treasurer**, an operator shall make available for examination in the city hall the books, records, and other documentation of the operator unless said official authorizes examination to be conducted at a different location.

Section 4.14.100 - Delinquency—Failure to submit return or to remit taxes—Assessments.

- (a) Whenever the ~~clerk~~ **city administrator or city treasurer** reasonably believes a return contains inaccurate reporting or whenever any operator has become delinquent in the submission of the required monthly return or in remitting room taxes, there shall be mailed to the delinquent operator's last known address a written demand by certified mail, return receipt requesting the submission of the corrected or required room tax return and remittance within ten (10) days. In the event of non-compliance with such demand, the city ~~clerk~~ **administrator** may make a room tax assessment against the taxable revenue received by the operator during the monthly period in question. A copy of the assessment shall be sent to the operator at his last known address by certified mail, return receipt, at which time the operator shall make available for examination the books, papers, records, and other requested documents at the city hall unless the city ~~clerk~~ **administrator or city treasurer** authorizes the examination to be conducted at a different location. The operator shall have a right to a hearing before the city ~~clerk~~ **administrator** with documents pertaining to the revenue of the period involved in the assessment. The operator may exercise his right to a hearing by delivering to the city clerk, within fifteen (15) days of the date the notice was mailed, a written request for a hearing. The city ~~clerk~~ **administrator or city treasurer** shall establish a date and time for a hearing to be held within ten (10) days of receipt of the request, unless a later time

is mutually agreeable. The person conducting the hearing shall issue an amended assessment if it is determined an amendment should be made. The amended assessment, or the original assessment, if no amendment is made within five (5) days of the hearing, shall be the final assessment for the purpose of determining the operator's liability to the city. If no timely request for a hearing is made, the original assessment shall be the final assessment thirty (30) days after the mailing of the notice of the original assessment unless the operator has submitted an accurate return within the thirty (30) days.

- (b) The city may file a civil action for collection of any taxes, penalty, or interest due before or after making a demand or assessment under subsection (a) of this section.

#### Section 4.14.110 - Protest of tax.

- (a) A guest who protests the payment of the tax levied under this ordinance shall pay the tax and shall provide the operator and the city ~~clerk~~ **administrator or city treasurer** with a written statement of protest within five (5) working days of the sale that identifies the ~~sale rental or service~~ that is the subject of the tax protested, the amount of tax paid, the guest's and operator's name, mailing address, telephone number, and the basis for the protest.
- (b) If the operator protests his liability on an assessment under Section 4.14.100, which has become final, he/she shall pay the tax under written protest setting forth the basis for the protest. No action for a refund may be maintained nor may a defense to non-payment be maintained in a civil action unless the amount in dispute has been paid by the operator under written protest filed at or before the time of payment.

#### Section 4.14.120 - Appeals.

- (a) *Informal appeal.* For controversies involving room taxes, penalties, and interest not exceeding five hundred dollars (\$500.00), or involving procedures implemented by the city ~~clerk~~ **administrator or city treasurer**, an appeal by a financially aggrieved buyer or seller shall be directed to the mayor. The mayor shall advise the appellant of a date certain for a hearing and shall informally review the appeal claim, make written findings, and state reasons for the decision. The decisions shall be maintained and indexed by the city clerk for review by the public.
- b) *Board of appeals:*
  - 1) In order to provide an appeal mechanism for controversies involving room taxes, penalties, and interest exceeding five hundred dollars (\$500.00), and in order to hear appeals from decisions of the mayor as provided under subsection (b)(1) of this section, there is established a board of appeals which shall consist of the city council.
  - 2) The city council shall adopt policy and procedure for the board of appeals provided for in subsection (b)(1) of this section. Such rules may not be inconsistent with this ordinance.

#### Section 4.14.130 - Forgiveness of uncollected taxes, penalties, and interest.

The city council, or the city clerk ~~administrator or city treasurer~~ when so authorized by the city council, may forgive the payment of uncollected room taxes, interest, and penalty thereon and penalties for failure to file.

Section 4.14.140 – ~~Criminal liability~~ **Civil liability.**

All operators ~~sellers~~ violating any of the provisions of this ordinance or failing or refusing to comply with a lawful request or demand of a city official authorized by or made under this ordinance ~~is guilty of a class A misdemeanor~~ **will be subject to the penalty stated in the City of Gustavus ordinances.**

Section 4.14.150 - Registration.

All operators shall register with the city clerk ~~administrator or city treasurer~~ before making rentals within the city.

Section 4.14.160 – ~~Deposit by non-residents~~ **Reserved.**

- ~~(a) An operator about to make rentals shall first register with the city clerk, upon evidence of an Alaska Business License held by said operator. Operator shall make the deposit required by this section unless the person has been a resident of the city for six (6) months prior to registering or the operator's corporation or association is composed of such residents or has been regularly engaged in business within the city for nine (9) months of the twelve (12) months preceding registration.~~
- ~~(b) The deposit required under subsection (a) will be two hundred fifty dollars (\$250.00).~~
- ~~(c) The deposit must be refunded upon written request and a determination by the city clerk that:~~
  - ~~(1) The operator has filed room tax returns and made full remittance of room taxes owing for the first calendar year of business in the city;~~
  - ~~(2) That the operator has filed a statement that he/she has ceased engaging in transactions within the city and has remitted all room taxes due; and~~
  - ~~(3) The deposit must be refunded within thirty (30) days of the receipt of the request unless the city official administering this ordinance has initiated an audit of the operator or has otherwise questioned a return made during the period under consideration.~~
- ~~(d) The city clerk may order the withdrawal from the deposit of the operator the amount determined to make up for any deficiency or late payment of taxes. No operator may engage in transactions within the city fifteen (15) days from the date of written notice sent to the operator's last known address by certified mail, return request, notifying said operator that the city clerk has withdrawn all or a portion of the operator's deposit for application to a delinquent or insufficient payment of room taxes. Upon deposit with the city of funds restoring the deposit to its original amount or such higher amount as the city clerk determines is appropriate in light of the actual rental experience of the operator, the operator may again engage in transactions. An operator may not deduct the deposit from any of his/her room tax returns.~~

Section 4.14.170 - Reserved.

#### Section 4.14.180 - Sale of business—Final tax return—Liability of purchaser.

- (a) If any operator sells, assigns, transfers, conveys, leases, forfeits, or abandons the business to another person, the operator shall make a final room tax return within fifteen (15) days after the date of selling, assigning, transferring, conveying, leasing, forfeiting, or abandoning the business showing that all tax obligations imposed by this ordinance have been paid. The purchaser, successor, transferee, lessee, assignee, creditor, or secured party shall withhold a sufficient portion of the purchase money to pay the amount of such room taxes, penalties, and interest as may be due and unpaid to the city. If the purchaser, assignee, transferee, lessee, successor, creditor or secured party fails to withhold from the purchase money, or fails to otherwise provide for or make the payment of the taxes, interest, and penalty owed by the business as provided in this ordinance, the purchaser, assignee, transferee, lessee, successor, creditor, or secured party shall be personally liable for the payment of the taxes, penalties, and interest accruing and unpaid to the city on account of operation of business of any former owner, owners, operators, or assigns.
- (b) Before the sale, lease, assignment, transfer, or other disposition of the business is completed, the operator shall file with the city clerk an informational notice identifying the name and address of each person or entity involved in the transaction, the nature of the transaction, and the effective date of the transactions.

#### Section 4.14.190 - Suits for collection.

Taxes due but not paid or taxes collected but not transmitted may be recovered in an action at law against the guest or the operator. Tax returns shall be prima facie proof of taxes collected but not transmitted.

#### Section 4.14.200 - Lien for tax, interest, and penalty.

- (a) The tax, interest, penalty imposed under this ordinance in addition to the lien filing fee under subsection (b) of this section shall constitute a lien in favor of the city upon the assets, including all real and personal property, of every person making taxable rentals within the city. The lien arises upon delinquency and continues until liability for the amount is satisfied or the property of the delinquent person is sold at foreclosure sales. The lien is not valid as against a prior mortgagee, pledger, purchaser, or judgment creditor until notice of the lien is filed in the office of the recorder for the Juneau recording district in the manner provided for federal tax liens in AS 43.10.090 through 43.10.150.
- (b) Fees for filing and releasing of liens shall be:
  - (1) Filing of liens, twenty-five dollars (\$25.00) plus recorder's office filing fee;
  - (2) Release of liens, twenty-five dollars (\$25.00) plus recorder's office filing fee; and
  - (3) The above rates may be changed in guidelines adopted by the city council by resolution from time to time to reflect the costs of providing municipal services generally.

#### Section 4.14.210 - Collected taxes.

Taxes collected under this ordinance by an operator shall belong to the City of Gustavus and shall be held by the operator in trust for the City of Gustavus until paid over as provided in this ordinance.

#### Section 4.14.220 - Use of proceeds.

- (a) Proceeds of room tax shall be used for the general expenses of the city which may include the expense of any municipal service.
- (b) In accordance with the petition for incorporation, fifty (50) percent of the collected four (4) percent room tax may be made available to the visitor industry represented by the Gustavus Visitors' Association for tourism enhancement, upon submission and approval of a yearly marketing plan developed and submitted by the Gustavus Visitors' Association by February 1 of each year.
- (c) The room tax revenue available to Gustavus Visitor's Association (GVA) in accordance with subsection 4.14.220(b) will be calculated on a fiscal year, July 1 through June 30, and transferred to the GVA no later than July 31.

(Published March 9, 2020; Adopted \_\_\_\_\_, 2020)

(Ord. No. [FY18-11](#), § 3, 3-12-2018)

This room tax ordinance shall become effective \_\_\_\_\_, 2020.  
Reservations booked after \_\_\_\_\_, 2020, shall be taxed.

#### Chapter 4.15 - SALES TAX

##### Section 4.15.010 - Purpose and intent.

The purpose of the tax levied under this chapter is to raise revenues. To that end, the scope of the tax levied shall be broadly interpreted and exemptions shall be allowed only when the sale, rental or service clearly falls within an exemption defined in this ordinance.

##### Section 4.15.020 - Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

**Bulk transfer. The transfer of taxable fuel by pipeline or vessel.**

*Buyer:* Includes, without limiting the scope thereof, every consumer.

*City:* The City of Gustavus, Alaska, or the area within the territorial limits of the City of Gustavus, Alaska.

*City council:* The Gustavus City Council or the Gustavus City Council's designees.

**Commerce: The exchange or interchange of goods or services for money or trade.**

**Confession of Judgment: This is the entry of a judgment upon the written admission or confession of a debtor and is a way to avoid a lengthy legal process to resolve a dispute. By signing a confession of judgment, the defendant forfeits any rights he/she has to dispute the claim in the future.**

*Include and including:* "By way of illustration only" and shall not be interpreted as a limitation except where expressly so provided.

*May:* Permissive.

*Mayor:* The city mayor or his/her authorized designee.

*Must and shall:* Each is mandatory.

*Person:* An individual natural person, **Limited Liability Corporation (LLC), corporations, joint ventures, or any organization or business within the state statutory definition of "person."**

**Residential fuel. Fuel purchased for the purpose of heating a residence.**

*Retail sale:* Any sale of real or tangible personal property including ~~barter~~, credit, installment, and conditional sales for any purpose other than resale in the regular course of business. The delivery of goods in the city by a seller whose principal place of business is outside the city to a buyer or consumer is a retail sale made within the city if such retailer maintains any office, distribution, or sales house, warehouse or any other place of business, or solicits business or received orders through any agent, salesman, or other type of representation within the city.

*Rent:* Any rental other than that which would be taxable under [Chapter 4.14](#).

*Sale for resale:* The sale of tangible personal property to a buyer whose principal business is the resale of the property whether in the same or altered form.

*Seller:* Every person, firm, corporation or other legal entity making retail sales to a buyer or consumer, renting property or performing services for consideration whether acting as principal or using the services of an agent or broker.

*Selling price and price:* The gross amount of a transaction between a buyer and a seller.

*Services:* All services of every manner and description that are performed or furnished for consideration whether in conjunction with the sale of goods or not but does not include services rendered by an employee to an employer. All retail services by a seller within the city to be provided or performed in whole or in part within the city or utilize city infrastructure regardless of the buyer's place of residence, or buyer's physical location upon acceptance of the offer, or exchange of consideration.

*State:* State of Alaska.

**Taxable fuel: Means gasoline and diesel fuel, not including residential fuel.**

#### Section 4.15.030 - Imposition of sales tax.

- a) There shall be levied and collected a tax equal to three (3) percent of the selling price on retail sales, rentals made, and services performed within the city.
- b) There shall be no sales tax on any sale subject to the room tax in [Section 4.14.030](#).

- c) The taxability of a sale of goods is determined by the delivery of the tangible personal property. The taxability of a rental made is determined by the place where the service is performed, or rental property is located except as provided below. The sale of a service is subject to the sales tax if the service is performed within the city.
- 1) Where a buyer receives a service within the corporate limits of the City of Gustavus, and the service begins, or is conducted in any part, or ends therein, or where the buyer receives an entire service therein the sale is subject to the City of Gustavus Sales Tax.
  - 2) A person who furnishes proof, in the form required by the city administrator or city treasurer, that she/he has paid the tax in some jurisdiction other than the city, on the sale of a service, is required to pay the city's sales tax to the extent [of the difference] of the amount of sales tax paid elsewhere and the amount of tax levied by the city. This paragraph applies to a sales tax in any taxing jurisdiction, whether inside or outside the state.
- d) Every seller making sales, rentals or performing services subject to taxation under this chapter shall collect taxes imposed by this chapter from the buyer at the time of collection and shall transmit the same to the city as outlined in Section 4.15.070.

#### Section 4.15.040 - Exemptions.

The tax levied under this chapter shall not apply to the following:

- a) ~~Casual and isolated sales not made in the regular course of business;~~ **made by a person not regularly engaged in the business of selling the type of tangible personal property involved. These sales are neither routine nor continuous. Included in this exemption are:**
  - i. **Yard or garage sales**
  - ii. **Flea markets or craft fairs**
  - iii. **Homemade baked goods**
  - iv. **Lemonade or another nonalcoholic beverage stands**
  - v. **Homemade ice cream stands**
  - vi. **Locally produced eggs**
  - vii. **Other, on a case-by-case basis, as approved by vote of the council**
- b) **Sales of donated items for school (preschool through high school) sponsored fundraising events**
- c) **Fundraising directly associated with medical, adoption, or funeral expenses**
- d) Sales, services, rentals, and transactions which the municipality is prohibited from taxing under the Constitution and laws of the United States or the state;
- e) ~~Sales of goods and associated shipping and handling charges where the resulting goods are ordered from and delivered outside the city. Delivery outside the city must be verified by postal documents or shipping documents;~~
- f) Sales of medical, dental, nursing services, and of counseling services by clinical psychologists licensed by the state, alcohol and drug counselors certified by the state, ~~and social workers who have a minimum of a masters degree in social work (MSW)~~ and other allied health practitioners licensed by the state;
- g) Sales and resale of hearing aides, crutches, prescriptions, wheelchairs, and personal property specifically manufactured for a patient;

- h) Membership dues, assessments, initiation fees, and donations paid to non-profit organizations that have obtained a 501(c) exemption certificate from the Internal Revenue Service;
- i) Sales, services, and rentals to a buyer, or made by a seller, organized and administered solely by an organization that has obtained a 501(c)(4) **(3)** exemption ruling from the Internal Revenue Service ~~and an exemption certificate from the finance director~~, provided, this exemption applies to sellers only if the income from the sale is exempt from federal income taxation;
- j) Sales, services, and rentals to or by a foreign government, the United States government, the state and its political subdivisions and municipalities. The exemption does not apply to rentals or to the sale of materials, supplies, and services to contractors for the manufacture or production of property or services for government agencies on a contract;
- k) Sales of food and beverages in public and private school cafeterias, which are operated primarily for teachers or students and which are not operated for profit;
- l) Child day care, pre-elementary school, and babysitting services;
- m) Sales tax paid on leases under a lease/purchase agreement may be credited toward the payment of the tax due on the exercise of the purchase option in the same proportion as the lease payments are applied to the purchase price, provided there will be no refund of taxes paid on the lease;
- n) That part of the selling price of travel and adventure services, rentals, and goods, excluding lodging, sold outside but delivered within the city which is not remitted to the provider of the service and which represents a selling cost or commission or similar charge;
- o) Sales of services or goods for resale—goods or a service is sold for resale when the service is directly integrated into services or goods sold by the buyer to another purchaser in the normal course of business, ~~and the service is purchased separately for each resale, and the service is identified, charged for, and billed separately from any other service;~~
- p) Sales of transportation and handling services for goods **brought to the city or delivered outside the city** ~~rendered by sellers primarily engaged in furnishing such services, where the goods are either transported from, or delivered to, a point outside the city provided that the retail seller of goods may not exclude transportation or handling charges from the selling price of the goods;~~
- q) Sales for resale of tangible personal property, as defined in [Section 4.15.020](#), to a buyer who holds a valid resale certificate issued by the city.
- r) Commissions charged by an agent on the sale of a service that is subject to the sales tax provided that the commission may be deducted from the selling price of the service on which the sales tax is levied.

#### Section 4.15.050 - Regulations and procedures.

- a) A mayor or a city official designated by the council shall administer this ordinance and make recommendations for regulations, policies, fees, and guidelines for the determination of the taxability of transactions. The city council shall adopt policy guidelines, regulations, fees, and procedures for the management of this ordinance by resolution. Sellers claiming an exemption may be required to obtain ~~and may rule~~ **a ruling** on specific transactions upon request. The written ruling on a specific sale may be relied upon by the parties to the sale unless essential facts were not provided

to the person making the ruling or the ruling is clearly contrary to provisions of this ordinance.

- b) The burden of proving an exemption shall be on the seller. Sellers claiming an exemption may be required to obtain an exemption certificate. Certificates issued under this ordinance shall expire as determined by guidelines established by the city council.
- c) The city council, or the city ~~clerk~~ **administrator or city treasurer** when so authorized by the city council, shall take all steps necessary and appropriate to fulfill the requirements of this ordinance, which includes the authority to compromise and abate penalties and interest, and to negotiate and enter into payment plans for delinquent taxes, penalties, and interest.

#### Section 4.15.060 - Seller to add tax to selling price.

Every seller shall add the amount of the tax levied by this chapter to the total selling price and the tax shall be stated separately on any sales receipts, slips, rent receipts, charge tickets, invoices, statements of account, or other tangible evidence of sale.

#### Section 4.15.070 - ~~Monthly~~ **Tax** returns—Penalties and interest for delinquency.

- a) Every person making sales, rentals, or performing services within the city shall ~~on or before the last day of the month~~ complete a signed return for the required filing period and deliver or mail the return to the city ~~clerk~~ **administrator or city treasurer**. The return shall set forth the total amount of all sales, rentals or services regardless of whether such sales, rentals or services are taxable or nontaxable, the amount of sales tax due and such other information as the city may require. **Returns are due by the end of the month following the reporting period.** If the last day of the month is a Saturday, Sunday, or federal, state or city holiday, the due date will be extended until the next business day, immediately following the end of each filing period.
- b) Returns shall be filed for each calendar month, unless the operator is allowed or directed by the city ~~clerk~~ **administrator or city treasurer** to file for a different time period **(i.e. quarterly or annually)**.
- c) An operator, other than a governmental agency, making only exempt sales may be allowed, upon written request to the city ~~clerk~~ **administrator or city treasurer**, to file returns for periods which vary from the each calendar month and which cover time periods up to one (1) year.
- d) The tax levied under this ordinance, whether or not collected from the buyer, except for credit transactions covered in subsection (e) of this section, must be remitted by the seller to the city at the time of transmitting the return, and if not so remitted or if the return is not timely filed, such tax is delinquent. The postmark shall determine the date of filing mailed returns. In addition, a late payment penalty of five (5) percent per month or any fraction thereof, not to exceed a total accrual of twenty-five (25) percent, shall be added to all returns until such tax, penalty, and interest thereon have been paid. Such penalty shall be assessed and collected in the same manner as the tax is assessed and collected. In addition to these penalties, interest at the rate of fifteen (15) percent per year on the delinquent tax is collected **(accruing monthly at 1.25 percent)**.
- e) The seller shall report sales tax to the city for sales tax previously paid by the seller on any sale, service or rental made on credit to the extent the seller declares such debt to be uncollectible and a bad debt. Such bad debt credit must be claimed on a

filed ~~monthly~~ sales tax report within two (2) years from the date of sale in which the bad debt arose.

- f) There may be published, from time to time, the names of sellers delinquent in remitting sales taxes and the amount thereof, provided that the names of sellers who have signed a confession of judgment for the delinquent sales taxes, penalties, and interest, and a stipulation to postpone such stipulation as of the date on which the names are submitted to the publisher, will not be published. Information may also be made available to the public in the form of statistical reports and financial statements if the identity of particular sellers is not revealed by the reports. The following information shall be made available to the public:
- 5) The name and address of sellers;
  - 6) If a seller is registered to collect sales tax in the city;
  - 7) If a seller is current in filing sales tax returns and in remitting sales tax;
  - 8) The number of returns not filed.
- g) Information shall be confidential. Except as otherwise provided herein, all returns, reports, and information required to be filed with the city under this ordinance and all information deductible from such filed returns, reports, and information shall be kept confidential and are not subject to public inspection. Except upon court order, such returns, reports, and information shall be made available only to the city ~~clerk~~ **administrator or city treasurer**, or mayor ~~and employees of the city whose job responsibilities are directly related to such returns, reports, and information or to the person authorized in writing by the person supplying such returns, reports and information.~~

#### Section 4.15.080 - Seller's compensatory collection discount.

All sellers and operators rendering sales tax returns to the city shall be allowed to compensate themselves for costs incurred in the collection, record keeping, remittance, and accounting for the tax imposed by taking two (2) percent of the tax due as a tax collection discount to reduce the tax to be remitted on any timely filed and fully paid return. The deduction may not exceed one hundred dollars (\$100.00) for any reporting period and may not be taken if any sales tax, penalty, or interest is due for any previous reporting period.

#### Section 4.15.090 - Assessment limitation periods—Record keeping.

- a) The amount of any tax imposed under this ordinance may be determined and assessed for a period of three (3) years after the date the return was filed with the city. No suit for the collection of such tax may be commenced after the expiration of the three-year period except for taxes, penalty, and interest due for such months as are the subject of a written demand or assessment made under [Section 4.15.070](#) of this chapter within such three-year period, unless the seller waives the protection of this section.
- b) In order to facilitate the administration and enforcement of the provisions of this ordinance, each seller or operator otherwise engaged in applicable business within the city shall maintain and keep for a period of three (3) years all of the monthly sales tax reports, forms, and supporting records and other records prescribed by the city. The failure to maintain adequate records to allow documentation of the taxability of each transaction will result in the loss of any tax exemption, deduction,

or credit for that particular transaction. Upon the request of the city ~~clerk~~ **administrator or city treasurer**, a seller shall make available for examination in the city hall the books, records, and other documentation of the seller unless said official authorizes examination to be conducted at a different location.

Section 4.15.100 - Delinquency—Failure to submit return or to remit taxes—Assessments.

- a) Whenever the city ~~clerk~~ **administrator or city treasurer** reasonably believes a return contains inaccurate reporting or whenever any seller has become delinquent in the submission of the required monthly return or in remitting sales taxes, there shall be mailed to the delinquent seller's last known address a written demand by certified mail, return receipt, requesting the submission of the corrected or required sales tax return and remittance within ten (10) days. In the event of non-compliance with such demand, the city ~~clerk~~ **administrator or city treasurer** makes a sales tax assessment against the taxable revenue received by the seller during the monthly period in question. A copy of the assessment shall be sent to the seller at ~~his~~ **its** last known address by certified mail, return receipt, which time the seller shall make available for examination the books, papers, records, and other requested documents at the city hall unless the city ~~clerk~~ **administrator or city treasurer** authorizes the examination be conducted at a different location. The seller shall have a right to a hearing before the city ~~clerk~~ **administrator or city treasurer** with documents pertaining to the revenue of the period involved in the assessment. The seller may exercise his right to a hearing by delivering to the city clerk within fifteen (15) days of the date the notice was mailed, a written request for a hearing. The city clerk shall establish a date and time for a hearing to be held within ten (10) days of receipt of the request, unless a later time is mutually agreeable. The person conducting the hearing shall issue an amended assessment if it is determined an amendment should be made. The amended assessment, or the original assessment, if no amendment is made within five (5) days of the hearing, shall be the final assessment for the purpose of determining the seller's liability to the city. If no timely request for a hearing is made, the original assessment shall be the final assessment thirty (30) days after the mailing of the notice of the original assessment unless the seller has submitted an accurate return within the thirty (30) days.
- b) The city may file a civil action for collection of any taxes, penalty, or interest due before or after making a demand or assessment under subsection (a) of this section.

Section 4.15.110 - Protest of tax.

- a) A buyer who protests the payment of the tax levied under this ordinance shall pay the tax and shall provide the seller and the city ~~clerk~~ **administrator or city treasurer** with a written statement of protest within five (5) working days of the sale that identifies the sale, rental, or service that is the subject of the tax protested, the amount of tax paid, the buyer's and seller's name, mailing address, telephone number, and the basis for the protest.
- b) If the seller protests ~~his~~ **its** liability on an assessment under [Section 4.15.100](#), which has become final, he/she shall pay the tax under written protest setting forth the basis for the protest. No action for a refund may be maintained nor may a defense to non-payment be maintained in a civil action unless the amount in dispute has been paid by the seller under written protest filed at or before the time of payment.

## Section 4.15.120 - Appeals.

## a) Informal appeal:

- 1) For controversies involving sales taxes, penalties, and interest not exceeding five hundred dollars (\$500.00), or involving procedures implemented by the city ~~clerk~~ **administrator or city treasurer**, an appeal by a financially aggrieved buyer or seller shall be directed to the mayor. The mayor shall advise the appellant of a date certain for a hearing and shall informally review the appeal claim, make written findings, and state reasons for the decision. The decisions shall be maintained and indexed by the city clerk for review by the public. ~~The appellant may appeal the decision of the mayor to the board of appeals within fifteen (15) days after receipt of the written decision of the mayor, and failure of the appellant to so appeal shall be deemed to be a waiver of any right to appeal such decision.~~

## b) Board of appeals:

- 3) In order to provide an appeal mechanism for controversies involving sales taxes, penalties, and interest exceeding five hundred dollars (\$500.00), and in order to hear appeals from decisions of the mayor as provided under subsection (b)(1) of this section, there is established a board of appeals which shall consist of the city council.
- 2) The city council shall adopt policy and procedure for the board of appeals provided for in subsection (b)(1) of this section. Such rules may not be inconsistent with this ordinance.

## Section 4.15.130 - Forgiveness of uncollected taxes, penalties, and interest.

The city council, or the city ~~clerk~~ **administrator or city treasurer** when so authorized by the city council, may forgive the payment of uncollected sales taxes, interest, and penalty thereon and penalties for failure to file.

Section 4.15.140 – ~~Criminal~~ **Civil** liability.

All sellers violating any of the provisions of this ordinance or failing or refusing to comply with a lawful request or demand of a city official authorized by or made under this ordinance ~~is guilty of a class A misdemeanor~~ **will be subject to the penalty stated in the City of Gustavus ordinances.**

## Section 4.15.150 - Registration.

All sellers shall register with the city ~~clerk~~ **administrator or city treasurer** before making retail sales, rendering services or making rentals within the city.

Section 4.15.160 – ~~Deposit by non-residents.~~ **Reserved.**

~~(a) A seller that is about to make sales, rentals or perform services shall first register with the city clerk, upon evidence of an Alaska Business License held by said seller. Seller shall make the deposit required by this section unless the seller has been a resident of the city for six (6) months prior to registering or the seller's corporation or association is composed of such residents or has been regularly engaged in business within the city for nine (9) of the twelve (12) months preceding registration.~~

~~(b) The deposit required under subsection (a) will be two hundred fifty dollars (\$250.00).~~

~~(c)The deposit must be refunded upon written request and a determination by the city clerk that:~~

~~(1)The seller has filed sales tax returns and made full remittance of sales taxes owing for the first calendar year of business in the city;~~

~~(2)That the seller has filed a statement that he/she has ceased engaging in transactions within the city and has remitted all sales taxes due.~~

~~(3)The deposit must be refunded within thirty (30) days of the receipt of the request unless the city clerk has initiated an audit of the seller or has otherwise questioned a return made during the period under consideration.~~

~~(d)The city clerk may order the withdrawal from the deposit of the seller the amount determined to make up for any deficiency or late payment of taxes. No seller may engage in transactions within the city fifteen (15) days from the date of written notice sent to the seller's last known address by certified mail, return request, notifying said seller that the city clerk has withdrawn all or a portion of the seller's deposit for application to a delinquent or insufficient payment of sales taxes. Upon deposit with the city of funds restoring the deposit to its original amount or such higher amount as the city clerk determines is appropriate in light of the actual sales experience of the seller, the seller may again engage in transactions. A seller may not deduct the deposit from his/her last or any other sales tax return.~~

Section 4.15.170 – Reserved.

Section 4.15.180 - Sale of business—Final tax return—Liability of purchaser.

- a) If any seller sells, assigns, transfers, conveys, leases, forfeits, or abandons the business to another person, the seller shall make a final sales tax return within fifteen (15) days after the date of selling, assigning, transferring, conveying, leasing, forfeiting, or abandoning the business showing that all tax obligations imposed by this ordinance have been paid. The purchaser, successor, transferee, lessee, assignee, creditor, or secured party shall withhold a sufficient portion of the purchase money to pay the amount of such sales taxes, penalties, and interest as may be due and unpaid to the city. If the purchaser, assignee, transferee, lessee, successor, creditor, or secured party fails to withhold from the purchase money, or fails to otherwise provide for or make the payment of the taxes, interest, and penalty owed by the business as provided in this ordinance, the purchaser, assignee, transferee, lessee, successor, creditor, or secured party shall be personally liable for the payment of the taxes, penalties, and interest accruing and unpaid to the city on account of operation of business of any former owner, owners, operators, or assigns.
- b) Before the sale, lease, assignment, transfer, or other disposition of the business is completed, the seller shall file with the city clerk **administrator or city treasurer** an informational notice identifying the name and address of each operator or entity involved in the transaction, the nature of the transaction, and the effective date of the transactions.

Section 4.15.190 - Suits for collection.

Taxes due but not paid or taxes collected but not transmitted may be recovered in an action at law against the buyer or seller. Tax returns shall be prima facie proof of taxes collected but not transmitted.

#### Section 4.15.200 - Lien for tax, interest, and penalty.

- a) The tax, interest, and penalty imposed under this ordinance in addition to the lien filing fee under subsection (b) of this section shall constitute a lien in favor of the city upon the assets, including all real and personal property, of every seller making taxable sales within the city. The lien arises upon delinquency and continues until liability for the amount is satisfied or the property of the delinquent seller is sold at foreclosure sales. The lien is not valid as against a prior mortgagee, pledgee, purchaser, or judgment creditor until notice of the lien is filed in the office of the recorder for the Juneau recording district in the manner provided for federal tax liens in AS 43.10.090 through 43.10.150.
- b) Fees for filing and releasing of liens shall be:
  - 1) Filing of liens, twenty-five dollars (\$25.00) plus recorder's office filing fee;
  - 2) Release of liens, twenty-five dollars (\$25.00) plus recorder's office filing fee;
  - 3) The above rates may be changed in guidelines adopted by the city council by resolution from time to time to reflect the costs of providing municipal services generally.

#### Section 4.15.210 - Collected taxes.

Taxes collected under this ordinance by a seller shall belong to the City of Gustavus and shall be held by the seller in trust for the City of Gustavus until paid over as provided in this ordinance.

#### Section 4.15.220 - Use of proceeds.

Proceeds of this tax shall be used for the general expenses of the city, which may include the expense of any municipal service.

#### **Section 4.15.230 – Seasonal Fuel Excise Tax.**

- a) **Imposition of sales tax. There is levied a consumer's seasonal excise tax on sales of fuels for the purpose of improving and maintaining City roads, harbors, providing emergency services and other services performed within the city. The rate of levy of the sales tax levied under is ten cents per gallon sold during the months April, May, June, July, August, and September. All moneys accumulated under the terms of this section shall be deposited by the treasurer in the general fund of the City and shall be used for in such a proportion as deemed advisable from time to time by the City Council.**

#### **Excise taxes are imposed on all the following fuels.**

- **Gasoline.**
  - **Diesel fuel, including dyed diesel fuel. Residential fuel is exempt.**
  - **Fuels used in commercial transportation on waterways.**
- b) **Purpose and intent. The purpose of the tax levied under this chapter is to raise revenues. To that end, the scope of the tax levied shall be broadly interpreted and exemptions shall be allowed only when the sale clearly falls within an exemption defined in this ordinance.**
  - c) **Collection of excise tax. Excise taxes are collected through point of sale such as gas pumps or by bulk transfer. The seasonal excise tax is imposed on the purchaser and must be collected by the seller and paid to the city by the seller as**

**provided in this Chapter. The seller holds all taxes collected in trust for the city.  
The tax must be applied to the sales price.**

**Date Introduced: March 9, 2020**

**Date of Public Hearing: April 13, 2020**

**PASSED** and **APPROVED** by the Gustavus City Council this XX<sup>th</sup> day of XXXX, 20XX

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Calvin Casipit, Mayor

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Attest: Karen Platt CMC, City Clerk

**CITY OF GUSTAVUS  
ORDINANCE FY20-15**

**AN ORDINANCE FOR THE CITY OF GUSTAVUS PROVIDING FOR THE  
AMENDMENT OF TITLE 10, SECTION 10.07.030 SPECIAL USE OF CITY  
LAND**

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

- Section 1. Classification. This ordinance is of general and permanent nature and shall become a part of the City of Gustavus Municipal Code.
- Section 2. Severability. If any provisions of this ordinance or any application thereof to any person or circumstance is held invalid, the remainder of this ordinance and its application to other persons, or circumstances shall not be affected thereby.
- Section 3. Enactment. Now therefore, it is enacted by the Gustavus City Council that Title 10 Section 10.07.030 – Special use of city land be amended as follows: ~~Strikethroughs~~ are deleted, **bold and underlined** words are additions

**Section 10.07.030 - Special use of city land.**

Public comment shall be sought before the issuing of a special land use permit in those situations where, in the opinion of the mayor, a hazardous or obnoxious use might significantly affect the surrounding area. Notice of the proposed action shall be published and a period for public comment shall be provided. When significant adverse comment is received, a public hearing shall be held.

A special land use permit shall not be granted for a term exceeding ~~one (1) year~~ **five (5) years**. Special land use permits are not transferable, nor renewable. Upon expiration, a special land use permit may be re-issued for a term not exceeding ~~one (1) year~~ **five (5) years**.

If a fee is charged for the issuance of a special land use permit, the fee schedule shall be established by the city council through resolution.

**Date Introduced: March 9, 2020**

**Date of Public Hearing: April 13, 2020**

**PASSED** and **APPROVED** by the Gustavus City Council this \_\_\_\_th day of \_\_\_\_\_, 2020

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Calvin Casipit, Mayor

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Attest: Karen Platt, City Clerk CMC

**CITY OF GUSTAVUS  
ORDANANCE FY20-16**

**AN ORDINANCE OF THE CITY OF GUSTAVUS CREATING AND ADOPTING TITLE 11 –  
SALES MADE BY REMOTE SELLERS**

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

- Section 1. Classification. This ordinance is of general and permanent nature and shall become a part of the City of Gustavus Municipal Code.
- Section 2. Severability. If any provisions of this ordinance or any application thereof to any person or circumstance is held invalid, the remainder of this ordinance and its application to other persons, or circumstances shall not be affected thereby.
- Section 3. Enactment. Now therefore, it is enacted by the Gustavus City Council that Title 11, Chapter 11.01, Sections 11.010 through 260, be created and adopted as follows:

**Date of Public Hearing: April 13, 2020**

**PASSED** and **APPROVED** by the Gustavus City Council this XX day of \_\_\_\_, 2020

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Calvin Casipit, Mayor

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Attest: Karen Platt CMC, City Clerk

## Title 11 – Remote Seller Sales Tax Code

### SECTION 010 – Interpretation

- A. In order to prevent evasion of the sales taxes and to aid in its administration, it is presumed that all sales and services by a person or entity engaging in business are subject to the sales tax.
- B. The application of the tax levied under this Code shall be broadly construed and shall favor inclusion rather than exclusion.
- C. Exemptions from the tax levied under this Code or from the taxing jurisdiction shall be narrowly construed against the claimant and allowed only when such exemption clearly falls within an exemption defined in this Code or the taxing jurisdiction's Code.
- D. The scope of this Code shall apply to remote sellers or marketplace facilitators, delivering products or services to Member municipalities adopting this Code, within the state of Alaska.

### SECTION 020 – Title to Collected Sales Tax

Upon collection by the remote seller or marketplace facilitator, title to collected sales tax vests in the Commission for remittance to the taxing jurisdiction. The remote seller or marketplace facilitator remits collected sales tax to the Commission on behalf of the taxing jurisdiction, from whom that power is delegated, in trust for the taxing jurisdiction and is accountable to the Commission and taxing jurisdiction.

### SECTION 030 – Imposition – Rate

- A. To the fullest extent permitted by law, a sales tax is levied and assessed on all remote sales where delivery is made within the local taxing jurisdiction(s) that is a Member, within the state of Alaska.
- B. The applicable tax shall be added to the sales price.
- C. The tax rate added to the sale price shall be the tax rate for the taxing jurisdiction(s) where the property or product is sold, or service that was rendered is received, and based on the date the property or product was sold or the date the service rendered was received.
- D. An Address and Tax Rate Database will be made available to remote sellers and marketplace facilitators, indicating the appropriate tax rate to be applied.
- E. The tax assessed shall be consistent with relevant jurisdictional tax caps, single unit sales, and exemptions.
- F. When a sale is made on an installment basis, the applicable sales tax shall be collected at each payment, calculated at the sales tax rate in effect, and with the cap applied, at the time of the original sale or the date the service is rendered, based on the local jurisdictions' Code(s).
- G. When a sales transaction involves placement of a single order with multiple deliveries made at different points in time that are separately invoiced, the applicable sales tax shall be collected on each separately invoiced delivery, calculated at the sales tax rate in effect, and with the cap applied, at the time of the original sale or the date the service is rendered.

#### SECTION 040 – Obligation to Collect Tax - Threshold Criteria

- A. Any remote seller or marketplace facilitator must collect and remit sales tax in compliance with all applicable procedures and requirements of law, provided the remote seller or marketplace facilitator has met one of the following Threshold Criteria (“Threshold Criteria”) in the previous calendar year:
  - 1. The remote seller’s statewide gross sales, including the seller’s marketplace facilitator’s statewide gross sales, from the sale(s) of property, products or services delivered into the state meets or exceeds one hundred thousand dollars (\$100,000); or
  - 2. The remote seller, including the seller’s marketplace facilitator, sold property, products, or services delivered into the state in two hundred (200) or more separate transactions.
- B. For purposes of determining whether the Threshold Criteria are met, remote sellers or marketplace facilitators shall include all gross sales, from all sales of goods, property, products, or services rendered within the state of Alaska.

#### SECTION 050. – No Retroactive Application

The obligations to collect and remit sales tax required by this chapter are applicable at the effective date of the ordinance adopting the Alaska Remote Seller Sales Tax Code.

#### SECTION 060 – Payment and Collection

Pursuant to this Code, taxes imposed shall be due and paid by the buyer to the remote seller or marketplace facilitator at the time of the sale of property or product or date service is rendered, or with respect to credit transactions, at the time of collection. It shall be the duty of each remote seller or marketplace facilitator to collect the taxes from the buyer and to hold those taxes in trust for the taxing authority of the taxing jurisdiction. Failure by the remote seller or marketplace facilitator to collect the tax shall not affect the remote seller’s, or marketplace facilitator’s, responsibility for payment to the Commission.

#### SECTION 070 – Remote Seller and Marketplace Facilitator Registration Requirement

- A. If a remote seller’s gross statewide sales within the last calendar year meets or exceeds the Threshold Criteria, the remote seller shall register with the Commission. If a marketplace facilitator’s gross statewide sales within the last calendar year meets or exceeds the Threshold Criteria, the marketplace facilitator shall register with the Commission.
- B. A remote seller or marketplace facilitator meeting the Threshold Criteria shall apply for a certificate of sales tax registration within thirty (30) calendar days of the effective date of this Code or within thirty (30) calendar days of meeting the Threshold Criteria whichever occurs second. Registration shall be to the Commission on forms prescribed by the Commission.
- C. An extension may be applied for and granted based on criteria established by the Commission, based on evidence produced to describe time necessary to update software or other technical needs, not to exceed ninety (90) days.
- D. Upon receipt of a properly executed application, the Commission shall confirm registration, stating the legal name of the remote seller or marketplace facilitator, the primary address, and the primary sales tax

contact name and corresponding title. The failure of the Commission to confirm registration does not relieve the remote seller or marketplace facilitator of its duty to collect and remit sales tax.

- E. Each business entity shall have a sales tax registration under the advertised name.
- F. The sales tax certificate is non-assignable and non-transferable.

#### SECTION 080 – Tax Filing Schedule

- A. All remote sellers or marketplace facilitators subject to this Code shall file a return on a form or in a format prescribed by the Commission and shall pay the tax due.
- B. Filing of sales tax returns are due monthly; quarterly filing is optional upon application and approval by the Commission, consistent with the code of the local jurisdiction.
- C. A remote seller or marketplace facilitator who has filed a sales tax return will be presumed to be making sales in successive periods unless the remote seller or marketplace facilitator files a return showing a termination or sale of the business in accordance with this Code.
- D. The completed and executed return, together with the remittance in full for the tax due, shall be transmitted to and must be received by the Commission on or before midnight Alaska Standard Time on the due date. Monthly returns are due the last day of the immediate subsequent month. Quarterly returns are due as follows:

Quarter 1 (January – March)	April 30
Quarter 2 (April – June)	July 31
Quarter 3 (July – September)	October 31
Quarter 4 (October – December)	January 31

- E. If the last day of the month following the end of the filing period falls on a Saturday, Sunday, federal holiday or Alaska state holiday, the due date will be extended until the next business day immediately following.
- F. Any remote seller or marketplace facilitator holding a remote seller registration shall file a sales tax return even though no tax may be due. This return shall show why no tax is due. If the remote seller or marketplace facilitator intends to continue doing business a return shall be filed reflecting no sales and a confirmation of the intent to continue doing business and shall continue to do so each filing period until the entity ceases doing business or sells the business. If the remote seller or marketplace facilitator intends to cease doing business, a final return shall be filed along with a statement of business closure.
- G. The remote seller or marketplace facilitator shall prepare the return and remit sales tax to the Commission on the same basis, cash or accrual, which the remote seller or marketplace facilitator uses in preparing its federal income tax return. The remote seller or marketplace facilitator shall sign the return, and transmit the return, with the amount of sales tax and any applicable penalty, interest or fees that it shows to be due, to the Commission.
- H. Remote sellers and marketplace facilitators failing to comply with the provisions of this Code shall, if required by the Commission and if quarterly

filing has been chosen, file and transmit collected sales taxes more frequently until such time as they have demonstrated to the Commission that they are or will be able to comply with the provisions of this Code. Six (6) consecutive on-time sales tax filings, with full remittance of the sales taxes collected, shall establish the presumption of compliance and return to quarterly filing.

- I. The preparer of the sales tax return shall keep and maintain all documentation supporting any and all claims of exempted sales and purchases. Documentation for exempted sales should include the number of the exemption authorization card presented by the buyer at the time of the purchase; the date of the purchase; the name of the person making the purchase; the organization making the purchase; the total amount of the purchase; and the amount of sales tax exempted. This documentation shall be made available to the Commission upon request. Failure to provide such documentation may invalidate that portion of the claim of exemption for which no documentation is provided.

#### SECTION 090 – Estimated Tax

- A. In the event the Commission is unable to ascertain the tax due from a remote seller or marketplace facilitator by reason of the failure of the remote seller or marketplace facilitator to keep accurate books, allow inspection, or file a return, or by reason of the remote seller or marketplace facilitator filing a false or inaccurate return, the Commission may make an estimate of the tax due based on any evidence in their possession.
- B. Sales taxes may also be estimated, based on any information available, whenever the Commission has reasonable cause to believe that any information on a sales tax return is not accurate.
- C. A remote seller's or marketplace facilitator's tax liability under this Code may be determined and assessed for a period of six (6) years after the date the return was filed or due to be filed with the Commission. No civil action for the collection of such tax may be commenced after the expiration of the six- (6-) year period except an action for taxes, penalties and interest due from those filing periods that are the subject of a written demand or assessment made within the six- (6-) year period, unless the remote seller or marketplace facilitator waives the protection of this section.
- D. The Commission shall notify the remote seller or marketplace facilitator, in writing, that the Commission has estimated the amount of sales tax that is due from the remote seller or marketplace facilitator. The Commission shall serve the notice on the remote seller or marketplace facilitator by delivering the notice to the remote seller's or marketplace facilitator's place of business, or by mailing the notice by certified mail, return receipt requested, to the remote seller's or marketplace facilitator's last known mailing address. A remote seller or marketplace facilitator who refuses the certified mail will be considered to have accepted the certified mail for purposes of service.
- E. The Commission's estimate of the amount of sales tax that is due from a remote seller or marketplace facilitator shall become a final determination of the amount that is due unless the remote seller or marketplace facilitator, within thirty (30) calendar days after service of notice of the estimated tax:
  1. Files a complete and accurate sales tax return for the delinquent periods

- supported by satisfactory records and accompanied by a full remittance of all taxes, interest, penalties, costs and other charges due; or
2. Files a written notice with the Commission appealing the estimated tax amount in accordance with the appeal procedures.
  3. Arguments or reasons for failure to timely file a return and remit taxes collected shall not be considered a valid basis or grounds for granting an appeal. The basis and grounds for granting an appeal of an assessment are:
    - a. The identity of the remote seller or marketplace facilitator is in error;
    - b. The amount of the debt is erroneous due to a clerical error (and the nature and extent of the error is specified in the request for appeal); or
    - c. The remote seller or marketplace facilitator disputes the denial of exemption(s) for certain sales.
  - F. The amount of sales tax finally determined to be due under this section shall bear interest and penalty from the date that the sales tax originally was due, plus an additional civil penalty of fifty dollars (\$50) for each calendar month or partial month for which the amount of sales tax that is due has been determined.

#### SECTION 100 – Returns – Filing Contents

- A. Every remote seller or marketplace facilitator required by this chapter to collect sales tax shall file with the Commission upon forms furnished by the Commission a return setting forth the following information with totals rounded to the nearest dollar:
  1. Gross sales;
  2. The nontaxable portions separately stating the amount of sales revenue attributable to each class of exemption;
  3. Computation of taxes to be remitted;
  4. Calculated discount (if applicable) based on taxing jurisdiction's code; and
  5. Such other information as may be required by the Commission.
- B. Each tax return remitted by a remote seller or marketplace facilitator shall be signed (digital or otherwise) by a responsible individual who shall attest to the completeness and accuracy of the information on the tax return.
- C. The Commission reserves the right to reject a filed return for failure to comply with the requirements of this Code for up to three (3) months from the date of filing. The Commission shall give written notice to a remote seller or marketplace facilitator that a return has been rejected, including the reason for the rejection.

#### SECTION 110 – Refunds

- A. Upon request from a buyer or remote seller or marketplace facilitator the Commission shall provide a determination of correct tax rate and amount applicable to the transaction. In the case of an overpayment of taxes, the remote seller or marketplace facilitator shall process the refund and amend any returns accordingly.
- B. If the claimant is a remote seller or marketplace facilitator, and the tax refund

is owed to any buyer, the remote seller or marketplace facilitator submits, and the Commission approves, a refund plan to all affected buyers.

- C. The Taxing Jurisdictions may allow a buyer to request a refund directly from the Taxing Jurisdiction.

#### SECTION 120 – Amended Returns

- A. A remote seller or marketplace facilitator may file an amended sales tax return, with supporting documentation, and the Commission may accept the amended return, but only in the following circumstances:
  - i. The amended return is filed within one (1) year of the original due date for the return; and
  - ii. The remote seller or marketplace facilitator provides a written justification for requesting approval of the amended return; and
  - iii. The remote seller or marketplace facilitator agrees to submit to an audit upon request of the Commission.
- B. The Commission shall notify the remote seller or marketplace facilitator in writing (by email or otherwise) whether the Commission accepts or rejects an amended return, including the reasons for any rejection.
- C. The Commission may adjust a return for a remote seller or marketplace facilitator if, after investigation, the Commission determines the figure included in the original returns are incorrect; and the Commission adjusts the return within two (2) years of the original due date for the return.
- D. A remote seller or marketplace facilitator may file a supplemental sales tax return, with supporting documentation, and the Commission may accept the supplemental return, but only in the following circumstances:
  - i. The remote seller or marketplace facilitator provides a written justification for requesting approval of the supplemental return; and
  - ii. The remote seller or marketplace facilitator agrees to submit to an audit upon request of the Commission.

#### SECTION 130 – Extension of Time to File Tax Return

Upon written application of a remote seller or marketplace facilitator, stating the reasons therefor, the Commission may extend the time to file a sales tax return but only if the Commission finds each of the following:

- 1. For reasons beyond the remote seller's or marketplace facilitator's control, the remote seller or marketplace facilitator has been unable to maintain in a current condition the books and records that contain the information required to complete the return;
- 2. Such extension is a dire necessity for bookkeeping reasons and would avert undue hardship upon the remote seller or marketplace facilitator;
- 3. The remote seller or marketplace facilitator has a plan to cure the problem that caused the remote seller or marketplace facilitator to apply for an extension and the remote seller or marketplace facilitator agrees to proceed with diligence to cure the problem;
- 4. At the time of the application, the remote seller or marketplace facilitator is not delinquent in filing any other sales tax return, in remitting sales tax to the Commission or otherwise in violation of this chapter;

5. No such extension shall be made retroactively to cover existing delinquencies.

#### SECTION 140 – Audits

- A. Any remote seller or marketplace facilitator who has registered with the Commission, who is required to collect and remit sales tax, or who is required to submit a sales tax return is subject to a discretionary sales tax audit at any time. The purpose of such an audit is to examine the business records of the remote seller or marketplace facilitator in order to determine whether appropriate amounts of sales tax revenue have been collected by the remote seller or marketplace facilitator and remitted to the Commission.
- B. The Commission is not bound to accept a sales tax return as correct. The Commission may make an independent investigation of all retail sales or transactions conducted within the State or taxing jurisdiction.
- C. The records that a remote seller or marketplace facilitator is required to maintain under this chapter shall be subject to inspection and copying by authorized employees or agents of the Commission for the purpose of auditing any return filed under this chapter, or to determine the remote seller's or marketplace facilitator's liability for sales tax where no return has been filed.
- D. In addition to the information required on returns, the Commission may request, and the remote seller or marketplace facilitator must furnish, any reasonable information deemed necessary for a correct computation of the tax.
- E. The Commission may adjust a return for a remote seller or marketplace facilitator if, after investigation or audit, the Commission determines that the figures included in the original return are incorrect, and that additional sales taxes are due; and the Commission adjusts the return within two (2) years of the original due date for the return.
- F. For the purpose of ascertaining the correctness of a return or the amount of taxes owed when a return has not been filed, the Commission may conduct investigations, hearings and audits and may examine any relevant books, papers, statements, memoranda, records, accounts or other writings of any remote seller or marketplace facilitator at any reasonable hour on the premises of the remote seller or marketplace facilitator and may require the attendance of any officer or employee of the remote seller or marketplace facilitator. Upon written demand by the Commission, the remote seller or marketplace facilitator shall present for examination, in the office of the Commission, such books, papers, statements, memoranda, records, accounts and other written material as may be set out in the demand unless the Commission and the person upon whom the demand is made agree to presentation of such materials at a different place.
- G. The Commission may issue subpoenas to compel attendance or to require production of relevant books, papers, records or memoranda. If any remote seller or marketplace facilitator refuses to obey any such subpoena, the Commissioner may refer the matter to the Commission's attorney for an application to the superior court for an order requiring the remote seller or marketplace facilitator to comply therewith.
- H. Any remote seller, marketplace facilitator, or person engaged in business who is unable or unwilling to submit their records to the Commission shall be required to pay the Commission for all necessary expenses incurred for the

examination and inspection of their records maintained outside the Commission.

- I. After the completion of a sales tax audit, the results of the audit will be sent to the business owner's address of record.
- J. In the event the Commission, upon completion of an audit, discovers more than five hundred dollars (\$500) in additional sales tax due from a remote seller or marketplace facilitator resulting from a remote seller's or marketplace facilitator's failure to accurately report sales and taxes due thereupon, the remote seller or marketplace facilitator shall bear responsibility for the full cost of the audit. The audit fee assessment will be in addition to interest and penalties applicable to amounts deemed to be delinquent by the Commission at the time of the conclusion of the audit.

#### SECTION 150 – Audit protest

- A. If the remote seller or marketplace facilitator wishes to dispute the amount of the estimate, or the results of an examination or audit, the remote seller or marketplace facilitator must file a written protest with the Commission, within thirty (30) calendar days of the date of the notice of estimated tax or results of an audit or examination. The protest must set forth:
  - 1. The remote seller's or marketplace facilitator's justification for reducing or increasing the estimated tax amount, including any missing sales tax returns for the periods estimated; or
  - 2. The remote seller's or marketplace facilitator's reasons for challenging the examination or audit results.
- B. In processing the protest, the Commission may hold an informal meeting or hearing with the remote seller or marketplace facilitator, either on its own or upon request of the remote seller or marketplace facilitator, and may also require that the remote seller or marketplace facilitator submit to an audit, if one was not previously conducted or a more formal audit, if an estimation audit was previously performed.
- C. The Commission shall make a final written determination on the remote seller's or marketplace facilitator's protest and mail a copy of the determination to the remote seller or marketplace facilitator.
- D. If a written protest is not filed within thirty (30) days of the date of the notice of estimated tax or the result of a review, audit or examination, then the estimated tax, review, audit or examination result shall be final, due and payable to the Commission.

#### SECTION 160 – Penalties and Interest for Late Filing

- A. A late filing fee of twenty-five dollars (\$25) per month (or quarter) shall be added to all late-filed sales tax reports in addition to interest and penalties.
- B. Delinquent sales tax bear interest at the rate of fifteen percent (15%) per annum until paid.
- C. In addition, delinquent sales tax shall be subject to an additional penalty of 5% per month, or fraction thereof, until a total of 20% of delinquent tax has been reached. The penalty does not bear interest.
- D. Fees, penalties and interest shall be assessed and collected in the same

manner as the tax is assessed and collected, and applied first to fees, penalties and interest, second to past due sales tax.

- E. The filing of an incomplete return, or the failure to remit all tax, shall be treated as the filing of no return.
- F. A penalty assessed under this section for the delinquent remittance of sales tax or failure to file a sales tax return may be waived by the Commission, upon written application of the remote seller or marketplace facilitator accompanied by a payment of all delinquent sales tax, interest and penalty otherwise owed by the remote seller or marketplace facilitator, within forty-five (45) calendar days after the date of delinquency. A remote seller or marketplace facilitator may not be granted more than one (1) waiver of penalty under this subsection in any one calendar year. The Commission shall report such waivers of penalty to the taxing jurisdiction, in writing.

#### SECTION 170 – Repayment Plans

- A. The Commission may agree to enter into a repayment plan with a delinquent remote seller or marketplace facilitator. No repayment plan shall be valid unless agreed to by both parties in writing.
- B. A remote seller or marketplace facilitator shall not be eligible to enter into a repayment plan with the Commission if the remote seller or marketplace facilitator has defaulted on a repayment plan in the previous two (2) calendar years.
- C. The repayment plan shall include a secured promissory note that substantially complies with the following terms:
  - i. The remote seller or marketplace facilitator agrees to pay a minimum of ten percent (10%) down payment on the tax, interest and penalty amount due. The down payment shall be applied first to penalty, then to accumulated interest, and then to the tax owed.
  - ii. The remote seller or marketplace facilitator agrees to pay the balance of the tax, penalty and interest owed in monthly installments over a period not to exceed two (2) years.
  - iii. Interest at a rate of fifteen percent (15%) per annum shall accrue on the principal sum due. Interest shall not apply to penalties owed or to interest accrued at the time the repayment plan is executed or accruing during the term of the repayment plan.
  - iv. If the remote seller or marketplace facilitator is a corporation or a limited liability entity the remote seller or marketplace facilitator agrees to provide a personal guarantee of the obligations under the repayment plan.
  - v. The remote seller or marketplace facilitator agrees to pay all future tax bills in accordance with the provisions of this chapter.
  - vi. The remote seller or marketplace facilitator agrees to provide a security interest in the form of a sales tax lien for the entire unpaid balance of the promissory note to be recorded by the Commission at the time the repayment plan is signed. The remote seller or marketplace facilitator shall be responsible for the cost of recording the tax lien.

- D. If a remote seller or marketplace facilitator fails to pay two (2) or more payments as required by the repayment plan agreement, the remote seller or marketplace facilitator shall be in default and the entire amount owed at the time of default shall become immediately due. The Commission will send the remote seller or marketplace facilitator a notice of default. The Commission may immediately foreclose on the sales tax lien or take any other remedy available under the law.

#### SECTION 180 – Remote Seller or Marketplace Facilitator Record Retention

Remote sellers or marketplace facilitators shall keep and preserve suitable records of all sales made and such other books or accounts as may be necessary to determine the amount of tax which the remote seller or marketplace facilitator is obliged to collect. Remote sellers or marketplace facilitators shall preserve suitable records of sales for a period of six (6) years from the date of the return reporting such sales, and shall preserve for a period of six (6) years all invoices of goods and merchandise purchased for resale, and all such other books, invoices and records as may be necessary to accurately determine the amount of taxes which the remote seller or marketplace facilitator was obliged to collect under this chapter.

#### SECTION 190 – Cessation or Transfer of Business

- A. A remote seller or marketplace facilitator who sells, leases, conveys, forfeits, transfers or assigns the majority of their business interest, including a creditor or secured party, shall make a final sales tax return within thirty (30) days after the date of such conveyance.
- B. At least ten (10) business days before any such sale is completed, the remote seller or marketplace facilitator shall send to the Commission, by approved communication (email confirmation, certified first-class mail, postage prepaid) a notice that the remoteseller's or marketplace facilitator's interest is to be conveyed and shall include the name, address and telephone number of the person or entity to whom the interest is to be conveyed.
- C. Upon notice of sale and disclosure of buyer, the Commission shall be authorized to disclose the status of the remote seller's or marketplace facilitator's sales tax account to the named buyer or assignee.
- D. Upon receipt of notice of a sale or transfer, the Commission shall send the transferee a copy of this Code with this section highlighted.
- E. Neither the Commission's failure to give the notice nor the transferee's failure to receive the notice shall relieve the transferee of any obligations under this section.
- F. Following receipt of the notice, the Commission shall have sixty (60) days in which to perform a final sales tax audit and assess sales tax liability against the seller of the business. If the notice is not mailed at least ten (10) business days before the sale is completed, the Commission shall have twelve (12) months from the date of the completion of the sale or the Commission's knowledge of the completion of the sale within which to begin a final sales tax audit and assess sales tax liability against the seller of the business. The Commission may also initiate an estimated assessment if the requirements for such an assessment exist.
- G. A person acquiring any interest of a remote seller or marketplace facilitator in a business required to collect the tax under this chapter assumes the liability of

the remote seller or marketplace facilitator for all taxes due the Commission, whether current or delinquent, whether known to the Commission or discovered later, and for all interest, penalties, costs and charges on such taxes.

- H. Before the effective date of the transfer, the transferee of a business shall obtain from the Commission an estimate of the delinquent sales tax, penalty and interest, if any, owed by the remote seller or marketplace facilitator as of the date of the transfer, and shall withhold that amount from the consideration payable for the transfer, until the remote seller or marketplace facilitator has produced a receipt from the Commission showing that all tax obligations imposed by this chapter have been paid. A transferee that fails to withhold the amount required under this subsection shall be liable to the Commission and taxing jurisdiction for the lesser of the amount of delinquent sales tax, penalty and interest due from the remote seller or marketplace facilitator as of the date of transfer, and the amount that the transferee was required to withhold.
- I. In this section, the term “transfer” includes the following:
  - 1. A change in voting control, or in more than fifty percent (50%) of the ownership interest in a remote seller or marketplace facilitator that is a corporation, limited liability company or partnership; or
  - 2. A sale of all or substantially all the assets used in the business of the remote seller or marketplace facilitator; or
  - 3. The initiation of a lease, management agreement or other arrangement under which another person becomes entitled to the remote seller’s or marketplace facilitator’s gross receipts from sales, rentals or services.
- J. Subsection H of this section shall not apply to any person who acquires their ownership interest in the ongoing business as a result of the foreclosure of a lien that has priority over the Commission’s sales tax lien.
  - K. Upon termination, dissolution or abandonment of a corporate business, any officer having control or supervision of sales tax funds collected, or who is charged with responsibility for the filing of returns or the payment of sales tax funds collected, shall be personally liable for any unpaid taxes, interest, administrative costs and penalties on those taxes if such officer willfully fails to pay or cause to be paid any taxes due from the corporation. In addition, regardless of willfulness, each director of the corporation shall be jointly and severally liable for unpaid amounts. The officer shall be liable only for taxes collected which became due during the period he or she had the control, supervision, responsibility or duty to act for the corporation. This section does not relieve the corporation of other tax liabilities or otherwise impair other tax collection remedies afforded by law.
  - L. A remote seller or marketplace facilitator who terminates the business without the benefit of a purchaser, successor or assign shall make a final tax return and settlement of tax obligations within thirty (30) days after such termination. If a final return and settlement are not received within thirty (30) days of the termination, the remote seller or marketplace facilitator shall pay a penalty of one hundred dollars (\$100), plus an additional penalty of twenty-five dollars (\$25) for each additional thirty- (30-) day period, or part of such a period, during which the final return and settlement have not been made, for a maximum of six (6) additional periods.

## SECTION 200 – Use of Information on Tax Returns

- A. Except as otherwise provided in this chapter, all returns, reports and information required to be filed with the Commission under this Code, and all information contained therein, shall be kept confidential and shall be subject to inspection only by:
  1. Employees and agents of the Commission and taxing jurisdiction whose job responsibilities are directly related to such returns, reports and information;
  2. The person supplying such returns, reports and information; and
  3. Persons authorized in writing by the person supplying such returns, reports and information.
- B. The Commission will release information described in subsection A of this section pursuant to subpoena, order of a court or administrative agency of competent jurisdiction, and where otherwise required by law to do so.
- C. Notwithstanding subsection A of this section, the following information is available for public inspection:
  1. The name and address of sellers;
  2. Whether a business is registered to collect taxes under this chapter;
  3. The name and address of businesses that are sixty (60) days or more delinquent in filing returns or in remitting sales tax, or both filing returns and remitting sales tax; and, if so delinquent, the amount of estimated sales tax due, and the number of returns not filed.
- D. The Commission may provide the public statistical information related to sales tax collections, provided that no information identifiable to a particular remote seller or marketplace facilitator is disclosed.
- E. Nothing contained in this section shall be construed to prohibit the delivery to a person, or their duly authorized representative, of a copy of any return or report filed by them, nor to prohibit the publication of statistics so classified as to prevent the identification of particular buyers, remote sellers, or marketplace facilitators, nor to prohibit the furnishing of information on a reciprocal basis to other agencies or political subdivisions of the state or the United States concerned with the enforcement of tax laws.
- F. Nothing contained in this section shall be construed to prohibit the disclosure through enforcement action proceedings or by public inspection or publication of the name, estimated balance due, and current status of payments, and filings of any remote seller or marketplace facilitator or agent of any remote seller or marketplace facilitator required to collect sales taxes or file returns under this chapter, who fails to file any return and/or remit in full all sales taxes due within thirty (30) days after the required date for that business. Entry into any agreement whether pursuant to the provisions of this chapter or otherwise shall not act as any prohibition to disclosure of the records of that remote seller or marketplace facilitator as otherwise provided in this chapter.
- G. A prospective lessee or purchaser of any business or business interest may inquire as to the obligation or tax status of any business upon presenting to the Commission a release of tax information request signed by the authorized agent of the business.

- H. All returns referred to in this chapter, and all data taken therefrom, shall be kept secure from public inspection, and from all private inspection.

#### SECTION 210 – Violations

- A. A remote seller or marketplace facilitator that fails to file a sales tax return or remit sales tax when due, in addition to any other liability imposed by this Code, shall pay to the Commission all costs incurred by the Commission to determine the amount of the remote seller's or marketplace facilitator's liability or to collect the sales tax, including, without limitation, reviewing and auditing the remote seller's or marketplace facilitator's business records, collection agency fees, and actual reasonable attorney's fees.
- B. A person who causes or permits a corporation of which the person is an officer or director, a limited liability company of which the person is a member or manager, or a partnership of which the person is a partner, to fail to collect sales tax or to remit sales tax to the Commission as required by this Code shall be liable to the Commission for the amount that should have been collected or remitted, plus any applicable interest and penalty.
- C. Notwithstanding any other provision of law, and whether or not the Commission initiates an audit or other tax collection procedure, the Commission may bring a declaratory judgment action against a remote seller or marketplace facilitator believed to meet the criteria to establish that the obligation to remit sales tax is applicable and valid under local, state and federal law. The action shall be brought in the judicial district of the taxing jurisdiction.
- D. The Commission may cause a sales tax lien to be filed and recorded against all real and personal property of a remote seller or marketplace facilitator where the remote seller or marketplace facilitator has:
  - 1. Failed to file sales tax returns for two (2) consecutive filing periods as required by the Code; or
  - 2. Failed within sixty (60) days of the end of the filing period from which taxes were due to either (a) remit all amounts due or (b) to enter into a secured payment agreement as provided in this Code.
- E. Prior to filing a sales tax lien, the Commission shall cause a written notice of intent to file to be mailed to the last known address of the delinquent remote seller or marketplace facilitator. In addition to other remedies discussed in this Code, the Commission may bring a civil action to:
  - 1. Enjoin a violation of this Code. On application for injunctive relief and a finding of a violation or threatened violation, the superior court shall enjoin the violation.
  - 2. Collect delinquent sales tax, penalty, interest and costs of collection, either before or after estimating the amount of sales tax due.
  - 3. Foreclose a recorded sales tax lien as provided by law.
- F. All remedies hereunder are cumulative and are in addition to those existing at law or equity.

#### SECTION 220 – Penalties for Violations

- A. A buyer, remote seller, or marketplace facilitator who knowingly or negligently submits false information in a document filed with the Commission pursuant

- to this Code is subject to a penalty of five hundred dollars (\$500).
- B. A remote seller or marketplace facilitator who knowingly or negligently falsifies or conceals information related to its business activities with the Commission or taxing jurisdiction is subject to a penalty of five hundred dollars (\$500).
  - C. A person who knowingly or negligently provides false information when applying for a certificate of exemption is subject to a penalty of five hundred dollars (\$500).
  - D. Any remote seller or marketplace facilitator who fails to file a return by the due date required under this chapter, regardless of whether any taxes were due for the reporting period for which the return was required, shall be subject to a penalty of twenty-five dollars (\$25) for the first sales tax return not timely filed. The filing of an incomplete return shall be treated as the filing of no return.
  - E. A remote seller or marketplace facilitator who fails or refuses to produce requested records or to allow inspection of their books and records shall pay to the Commission a penalty equal to three (3) times any deficiency found or estimated by the Commission with a minimum penalty of five hundred dollars (\$500).
  - F. A remote seller or marketplace facilitator who falsifies or misrepresents any record filed with the Commission is guilty of an infraction and subject to a penalty of five hundred dollars (\$500) per record.
  - G. Misuse of an exemption card is a violation and subject to a penalty of fifty dollars (\$50) per incident of misuse;
  - H. Nothing in this chapter shall be construed as preventing the Commission from filing and maintaining an action at law to recover any taxes, penalties, interest and/or fees due from a remote seller or marketplace facilitator. The Commission may also recover attorney's fees in any action against a delinquent remote seller or marketplace facilitator.

#### SECTION 230 – Sellers with a physical presence in the taxing jurisdiction.

- A. Sellers with a physical presence in a Taxing Jurisdiction and no remote or internet-based sales shall report, remit, and comply with standards, including audit authority, of the Taxing Jurisdiction.
- B. Sellers with a physical presence in a Taxing Jurisdiction that also have remote or internet-based sales where the Point of Delivery is in a different Taxing Jurisdictions shall (i) report and remit the remote or internet sales to the Commission; and ii) report and remit the in-store sales to the Taxing Jurisdiction.
- C. Sellers with a physical presence in a Taxing Jurisdiction that also have remote or internet-based sales where the Point of Delivery is in the same Taxing Jurisdictions shall report and remit those remote sales to the Taxing Jurisdiction.
- D. Sellers and marketplace facilitators that do not have a physical presence in a Taxing Jurisdiction must report and remit all remote sales to the Commission.
- E. For all purchases the tax rate added to the sale price shall be as provided in the Taxing Jurisdiction's sales tax code, based on point of delivery.
- F. A marketplace facilitator is considered the remote seller for each sale facilitated

through its marketplace and shall collect, report, and remit sales tax to the Commission. A marketplace facilitator is not considered to be the remote seller for each sale or rental of lodging facilitated through its marketplace, wherein the seller is considered to have a physical presence in the Taxing Jurisdiction.

#### SECTION 240 – Remittance of Tax; Remote Seller Held Harmless

- A. Any remote seller or marketplace facilitator that collects and remits sales tax to the Commission as provided by law may use an electronic database of state addresses that is certified by the Commission pursuant to subsection (C) of this section to determine the jurisdictions to which tax is owed.
- B. Any remote seller or marketplace facilitator that uses the data contained in an electronic database certified by the Commission pursuant to subsection (C) of this section to determine the jurisdictions to which tax is owed shall be held harmless for any tax, charge, or fee liability to any taxing jurisdiction that otherwise would be due solely as a result of an error or omission in the database.
- C. Any electronic database provider may apply to the Commission to be certified for use by remote sellers or marketplace facilitators pursuant to this section. Such certification shall be valid for three years. In order to be certified, an electronic database provider shall have a database that satisfies the following criteria:
  1. The database shall designate each address in the state, including, to the extent practicable, any multiple postal address applicable to one location and the taxing jurisdictions that have the authority to impose a tax on purchases made by purchasers at each address in the state.
  2. The information contained in the electronic database shall be updated as necessary and maintained in an accurate condition. In order to keep the database accurate, the database provider shall provide a convenient method for taxing jurisdictions that may be affected by the use of the database to inform the provider of apparent errors in the database. The provider shall have a process in place to promptly correct any errors brought to the provider's attention.

#### SECTION 250 – Definitions

Adoption of definitions does not compel an individual municipality to exempt certain defined items. Each municipality should specifically adopt definitions necessary for consistency to implement both brick-and-mortar sales tax code and provisions related to remote sellers or marketplace facilitators. For definitions that have no applicability to brick-and-mortar sales tax code, municipality may choose either to include definitions in the definitional section of general sales tax ordinance or adopt the common definitions by reference.

**“Buyer or purchaser”** means a person to whom a sale of property or product is made or to whom a service is furnished.

**“Commission”** means the Alaska Intergovernmental Remote Sales Tax Commission established by Agreement between local government taxing jurisdictions within Alaska, and delegated tax collection authority.

**“Delivered electronically”** means delivered to the purchaser by means other than tangible storage media.

**“Entity-based exemption”** means an exemption based on who purchases the product or who sells the product. An exemption that is available to all individuals shall not be considered an entity-based exemption.

**“Goods for resale”** means:

- A. the sale of goods by a manufacturer, wholesaler or distributor to a retail vendor; sales to a wholesale or retail dealer who deals in the property sold, for the purpose of resale by the dealer.
- B. Sales of personal property as raw material to a person engaged in manufacturing components for sale, where the property sold is consumed in the manufacturing process of, or becomes an ingredient or component part of, a product manufactured for sale by the manufacturer.
- C. Sale of personal property as construction material to a licensed building contractor where the property sold becomes part of the permanent structure.

**“Marketplace facilitator”** means a person that contracts with remote sellers to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale of the remote seller’s property or services through a physical or electronic marketplace operated by the person, and engages:

- (a) Directly or indirectly, through one or more affiliated persons in any of the following:
  - (i) Transmitting or otherwise communicating the offer or acceptance between the buyer and remote seller;
  - (ii) Owning or operating the infrastructure, electronic or physical, or technology that brings buyers and remote sellers together;
  - (iii) Providing a virtual currency that buyers are allowed or required to use to purchase products from the remote seller; or
  - (iv) Software development or research and development activities related to any of the activities described in (b) of this subsection (3), if such activities are directly related to a physical or electronic marketplace operated by the person or an affiliated person; and
- (b) In any of the following activities with respect to the seller’s products:
  - (i) Payment processing services;
  - (ii) Fulfillment or storage services;
  - (iii) Listing products for sale;
  - (iv) Setting prices;
  - (v) Branding sales as those of the marketplace facilitator;
  - (vi) Order taking;
  - (vii) Advertising or promotion; or
  - (viii) Providing customer service or accepting or assisting with returns or exchanges.

**“Member”** means a taxing jurisdiction that is a signatory of the Alaska Remote Sales Tax Intergovernmental Agreement, thereby members of the Commission, and who have adopted the Remote Seller Sales Tax Code.

**“Monthly”** means occurring once per calendar month.

**“Nonprofit organization”** means a business that has been granted tax-exempt status by the Internal Revenue Service (IRS); means an association, corporation, or other organization where no part of the net earnings of the organization inures to the benefit of any member, shareholder, or other individual, as certified by registration with the IRS.

**“Person”** means an individual, trust, estate, fiduciary, partnership, limited liability company, limited liability partnership, corporation, or any other legal entity.

**“Physical presence”** means a seller who establishes any one or more of the following within a local taxing jurisdiction:

1. Has any office, distribution or sales house, warehouse, storefront, or any other place of business within the boundaries of the local taxing jurisdiction;
2. Solicits business or receiving orders through any employee, agent, salesman, or other representative within the boundaries of the local taxing jurisdiction or engages in activities in this state that are significantly associated with the seller’s ability to establish or maintain a market for its products in this state.
3. Provides services or holds inventory within the boundaries of the local taxing jurisdiction;
4. Rents or Leases property located within the boundaries of the local taxing jurisdiction. A seller that establishes a physical presence within the local taxing jurisdiction in any calendar year will be deemed to have a physical presence within the local taxing jurisdiction for the following calendar year.

**“Point of delivery”** means the location at which property or a product is delivered, or service rendered.

- A. When the product is not received or paid for by the purchaser at a business location of a remote seller in a Taxing Jurisdiction, the sale is considered delivered to the location where receipt by the purchaser (or the purchaser's recipient, designated as such by the purchaser) occurs, including the location indicated by instructions for delivery as supplied by the purchaser (or recipient) and as known to the seller.
- B. When the product is received or paid for by a purchaser who is physically present at a business location of a Remote Seller in a Taxing Jurisdiction the sale is considered to have been made in the Taxing Jurisdiction where the purchaser is present even if delivery of the product takes place in another Taxing Jurisdiction. Such sales are reported, and tax is remitted directly to the Taxing Jurisdiction not to the Commission.
- C. For products transferred electronically, or other sales where the remote seller or marketplace facilitator lacks a delivery address for the purchaser, the remote seller or marketplace facilitator shall consider the point of delivery the

sale to the billing address of the buyer.

**“Product-based exemptions”** means an exemption based on the description of the product and not based on who purchases the product or how the purchaser intends to use the product.

**“Property”** and **“product”** means both tangible property, an item that can be seen, weighed, measured, felt, or touched, or that is in any other manner perceptible to the senses; and intangible property, anything that is not physical in nature (i.e.; intellectual property, brand recognition, goodwill, trade, copyright and patents).

**“Quarter”** means trimonthly periods of a calendar year; January-March, April-June, July- September, and October-December.

**“Receive or receipt”** means

- A. Taking possession of property;
- B. Making first use of services;
- C. Taking possession or making first use of digital goods, whichever comes first.

The terms “receive” and “receipt” do not include temporary possession by a shipping company on behalf of the purchaser.

**“Remote sales”** means sales of goods or services by a remote seller or marketplace facilitator.

**“Remote seller”** means a seller or marketplace facilitator making sales of goods or services delivered within the State of Alaska, without having a physical presence in a taxing jurisdiction, or conducting business between taxing jurisdictions, when sales are made by internet, mail order, phone or other remote means. A marketplace facilitator shall be considered the remote seller for each sale facilitated through its marketplace.

**“Resale of services”** means sales of intermediate services to a business the charge for which will be passed directly by that business to a specific buyer.

**“Sale” or “retail sale”** means any transfer of property for consideration for any purpose other than for resale.

**“Sales or purchase price”** means the total amount of consideration, including cash, credit, property, products, and services, for which property, products, or services are sold, leased, or rented, valued in money, whether received in money or otherwise, without any deduction for the following:

- A. The seller’s cost of the property or product sold;
- B. The cost of materials used, labor or service cost, interest, losses, all costs of transportation to the seller, all taxes imposed on the seller, and any other expense of the seller;
- C. Charges by the seller for any services necessary to complete the sale, other than delivery and installation charges;

- D. Delivery charges;
- E. Installation charges; and
- F. Credit for any trade-in, as determined by state law.

**“Seller”** means a person making sales of property, products, or services, or a marketplace facilitator facilitating sales on behalf of a seller.

**“Services”** means all services of every manner and description, which are performed or furnished for compensation, and delivered electronically or otherwise outside the taxing jurisdiction (but excluding any that are rendered physically within the taxing jurisdiction, including but not limited to:

- A. Professional services;
- B. Services in which a sale of property or product may be involved, including property or products made to order;
- C. Utilities and utility services not constituting a sale of property or products, including but not limited to sewer, water, solid waste collection or disposal, electrical, telephone services and repair, natural gas, cable or satellite television, and Internet services;
- D. The sale of transportation services;
- E. Services rendered for compensation by any person who furnishes any such services in the course of his trade, business, or occupation, including all services rendered for commission;
- F. Advertising, maintenance, recreation, amusement, and craftsman services.

**“Tax cap”** means a maximum taxable transaction.

**“Taxing jurisdiction”** means a local government in Alaska that has a sales tax and is a member of the Alaska Remote Sellers Sales Tax Commission.

**“Transferred electronically”** means obtained by the purchaser by means other than tangible storage media.

## SECTION 260 – Supplemental Definitions

The Commission shall promulgate Supplemental Definitions that are incorporated into this Remote Seller Sales Tax Code. Supplemental Definitions are available at [www.arsstc.org](http://www.arsstc.org). Provisions of the Supplemental Definitions that are amended, deleted, or added prior to or after the effective date of the latest amendment to this chapter shall be applicable for purposes of this chapter on the effective date provided for such amendments, deletions, or additions, including retroactive provisions.

**“Advertising”** means services rendered to promote a product, service, idea, concept, issue, or the image of a person, including services rendered to design and produce advertising materials prior to the acceptance of the advertising materials for reproduction or publication, including research; design; layout; preliminary and final art preparation; creative consultation, coordination, direction, and supervision; script and copywriting; editing; and account management services.

**“Aircraft charter service”** means an air carrier operation that requires the customer to hire an entire aircraft rather than book passage in whatever capacity is available on a scheduled trip.

**“Alcoholic beverages”** means beverages that are suitable for human consumption and contain one-half of one percent or more of alcohol by volume.

**“Arts and crafts”** mean articles produced individually by artistic or craft skill such as painting, sculpture, pottery, jewelry or similar articles.

**“ATV” or “off-highway vehicle”** means a vehicle designed or adapted for cross-country operation over unimproved terrain, ice or snow, and which has been declared by its owner at the time of registration and determined by the department to be unsuitable for general highway use, although the vehicle may make incidental use of a highway as provided in this title; it does not include implements of husbandry and special mobile equipment.

**“Authentic Native artwork”** means any product which is Alaska Native handcrafted and is not made by machine. “Alaska Native handcrafted” means the skillful and expert use of the hands in making products solely by Alaska Natives within the United States, including the use of findings, hand tools and equipment for buffing, polishing, grinding, drilling or sewing. “Made by machine” means the producing or reproducing of a product in mass production by mechanically stamping, casting, blanking or weaving.

**“Bank services” or “financial services”** means deposit account services, loan transaction fees, transactions relating to the sale or exchange of currency or securities, transactions for conversion of negotiable instruments, safe deposit services, escrow collection services, late fees, overdraft fees, and interest charged on past due accounts.

**“Boat”** means a vessel used or capable of being used as a means of transportation on the water.

**“Childcare”** means a regular service of care and education provided for compensation for any part of a day less than 24 hours to a child or children under 16 years of age whose parents work outside the home, attend an educational program or are otherwise unable to care for their children.

**“Church”** means a fellowship of believers, congregation, society, corporation, convention, or association that is formed primarily or exclusively for religious purposes and that is not formed for the private profit of any person.

**“Clothing and related products”** means all human wearing apparel suitable for general use. Clothing includes: aprons, household and shop; athletic supporters; baby receiving blankets; bathing suits and caps; beach capes and coats; belts and suspenders; boots; coats and jackets; costumes; children and adult diapers, including disposable; ear muffs; footlets; formal wear; garters and garter belts; girdles; gloves and mittens for general use; hats and caps; hosiery; insoles for shoes; lab coats; neckties; overshoes; pantyhose; rainwear; rubber pants; sandals; scarves; shoes and

shoe laces; slippers; sneakers; socks and stockings; steel-toed boots; underwear; uniforms, athletic and nonathletic; and wedding apparel.

**“Commercial airline tickets”** means any card, pass, certificate, or paper, electronic or otherwise, providing or intending to provide for the carriage or transportation of any person or persons upon any airline.

**“Common carrier”** means an individual or a company, which is in the regular business of transporting freight for hire. This is distinguished from a private carrier which transports its own goods and equipment and makes deliveries of goods sold to its customers.

**“Construction materials”** means an item of tangible personal property that is used to construct or renovate a building, a structure, or an improvement on land and that typically loses its separate identity as personal property once incorporated into the real property. “Construction material” includes building materials, building systems equipment, landscaping materials, and supplies.

**“Construction services”** means all labor and services provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**“Crop production”** means purchases of seed, plants, fertilizer, pesticides, fungicides, and other tangible personal property and agricultural machinery, tools, and equipment to be directly used in the production of food or commodities that are sold either for human consumption or for further food or commodity production. The phrase “directly used” means that the property must be integral and essential to the crop production process.

**“Disabled veteran”** means a disabled person:

- A. separated from the military service of the United States under a condition that is not dishonorable who is a resident of the state, whose disability was incurred or aggravated in the line of duty in the military service of the United States, and whose disability has been rated as 50 percent or more by the branch of service in which that person served or by the United States Department of Veterans Affairs; or
- B. who served in the Alaska Territorial Guard, who is a resident of the state, whose disability was incurred or aggravated in the line of duty while serving in the Alaska Territorial Guard, and whose disability has been rated as 50 percent or more.

**“Drug”** means a compound, substance or preparation, and any component of a compound, substance or preparation, other than “food and food ingredients,” “dietary supplements” or “alcoholic beverages:”

- A. Recognized in the official United State Pharmacopoeia, official Homeopathic Pharmacopoeia of the United States, or official National Formulary, and supplement to any of them; or
- B. B. Intended for use in the diagnosis, cure, mitigation, treatment, or

prevention of disease; or

- C. C. Intended to affect the structure or any function of the body.

**“Drugs for animal use”** means:

- A. a drug for animal use recognized in the official United States Pharmacopoeia or National Formulary of the United States;
- B. a drug intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in animals;
- C. a drug, other than feed, medicated feed, or a growth promoting implant intended to affect the structure or function of the body of an animal; or
- D. a drug intended for use as a component of a drug in clause A., B., or C.

**“Dues, Membership and Subscription”** means monies paid for the purpose of membership, or qualifying or becoming eligible for goods or services, or discounts to goods or services.

**“Durable medical equipment”** means equipment including repair and replacement parts for same, but does not include “mobility enhancing equipment,” which:

- A. Can withstand repeated use; and
- B. Is primarily and customarily used to serve a medical purpose; and
- C. Generally is not useful to a person in the absence of illness or injury; and
- D. Is not worn in or on the body.

**“Electronic”** means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

**“Farming supplies”** means animal food, seed, plants, fertilizers and other consumables used in an agriculture or mariculture business that sells its harvested grains, produce, meats, animal products or other farm production.

**“Food”** means any food or food product for home consumption except alcoholic beverages, tobacco, and prepared food. Food or food products includes property, whether in liquid, concentrated, solid, frozen, dried, or dehydrated form, that are sold for ingestion or chewing by humans and are consumed for their taste or nutritional value.

**“Food stamps”** means obligations of the United States government issued or transferred by means of food coupons or food stamps to enable the purchase of food for the eligible household.

**“Funeral fees”** means those services normally performed and merchandise normally provided by funeral establishments, including the sale of burial supplies and equipment, but excluding the sale by a cemetery of lands or interests therein, services incidental thereto, markers, memorials, monuments, equipment, crypts, niches, or vaults.

**“Gaming”** means any game defined in AS 05.15.690, as amended or renumbered.

**“Gasoline, heating fuels and other consumable fuels”** means refined petroleum and petroleum-based products used for internal combustion engines and as the primary source for residential heating or domestic hot water. This may also include other types of fossil fuels as well as fuel sources that are renewable.

**“Government”** means the federal government and any agency or instrumentality thereof; any State and any agency or instrumentality thereof; any local government within a State, and any unit, agency, or instrumentality of such local government; any tribal government; any other governmental instrumentality.

**“Handling,” “crating,” or “packing”** means charges by the seller of personal property or services for preparation and delivery to a location designated by the purchaser including, but not limited to, transportation, shipping, postage, handling, crating, and packing.”

**“Insurance”** means a contract whereby one undertakes to indemnify another or pay or provide a specified or determinable amount or benefit upon determinable contingencies.

**“Internet service”** means a service that enables users to access proprietary and other content, information electronic mail, and the Internet as part of a package of services sold to end-user subscribers.

**“Loan”** means an extension of credit resulting from direct or indirect negotiations between a lender and a debtor.

**“Lobbying”** means the practice of promoting or opposing the introduction or enactment of legislation before the legislature or legislators and the practice of promoting or opposing official action of any public official or the legislature.

**“Long-term vehicle lease”** means a lease of a motor vehicle, as defined in this Section, for a period of 24 months or longer.

**“Manufacturing components”** means sales of personal property as raw material to a person engaged in manufacturing for sale, where the property sold is consumed in the manufacturing process of or becomes an ingredient or component part of a product manufactured for sale by the manufacturer.

**“Marijuana accessories”** means any equipment, products, or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, composting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body;

**“Medical equipment and supplies, and prescriptions”** means all medicines, medical goods or equipment prescribed by a health care provider licensed to practice in Alaska or any other state in the United States.

**“Medical services”** means those professional services rendered by persons duly licensed under the laws of this state to practice medicine, surgery, chiropractic, podiatry, dentistry, and other professional services rendered by a licensed midwife, certified registered nurse practitioners, and psychiatric and mental health nurse clinical specialists, and appliances, drugs, medicines, supplies, and nursing care necessary in connection with the services, or the expense indemnity for the services, appliances, drugs, medicines, supplies, and care, as may be specified in any nonprofit medical service plan. “Medical services” include hospital services.

**“Mobility enhancing equipment”** means equipment including repair and replacement parts to same, but does not include “durable medical equipment,” which:

- A. Is primarily and customarily used to provide or increase the ability to move from one place to another and which is appropriate for use either in a home or a motor vehicle; and
- B. Is not generally used by persons with normal mobility; and
- C. Does not include any motor vehicle or equipment on a motor vehicle normally provided by a motor vehicle manufacturer.

**“Motor vehicle”** means a motor vehicle, as defined in AS 28.90.990(17), that is either required to be registered under AS 28.10.011, or is exempted from registration under AS 28.10.011(6) and (11). However, “motor vehicle” does not include either an “off-highway vehicle” as defined in 13 AAC 40.010(a)(30) or a “snowmobile” as defined in 13 AAC 40.010(a)(49). “Motor vehicle” includes parts for a motor vehicle.

**“Newspaper”** means a publication of general circulation bearing a title, issued regularly at stated intervals at a minimum of not more than two weeks, and formed of printed paper sheets without substantial binding. It must be of general interest, containing information of current events. The word does not include publications devoted solely to a specialized field. It shall include school newspapers, regardless of the frequency of the publication, where such newspapers are distributed regularly to a paid subscription list.

**“Nonprofit organization”** means a business that has been granted tax-exempt status by the Internal Revenue Service (IRS); means an association, corporation, or other organization where no part of the net earnings of the organization inures to the benefit of any member, shareholder, or other individual, as certified by registration with the IRS.

**“Over the counter drug”** means a drug that contains a label that identifies the product as a drug as required by 21 C.F.R. § 201.66. The “over-the-counter-drug” label includes:

- A. A “Drug Facts” panel; or
- B. A statement of the “active ingredient(s)” with a list of those ingredients contained in the compound, substance or preparation.

**“Periodical”** means any bound publication other than a newspaper that appears at stated intervals, each issue of which contains news or information of general interest to the public, or to some particular organization or group of persons. Each issue must

bear a relationship to prior or subsequent issues with respect to continuity of literary character or similarity of subject matter, and sufficiently similar in style and format to make it evident that it is one of a series.

**“Precious gems and metals”** means any mineral, including but not limited to gold, silver, platinum and palladium, and any gem that is valued for its character, rarity, beauty or quality, including diamonds, rubies, emeralds, sapphire, opals, pearls or any other such precious gems or stones that has been put through a process of refining and is in such a state or condition that its value depends upon its precious metal content (such as an ingot or bar) and not its form (such as jewelry or artwork).

**“Prepared food”** means:

- A. Food sold in a heated state or heated by the seller;
- B. Two or more food ingredients mixed or combined by the seller for sale as a single item; or
- C. Food sold with eating utensils provided by the seller, including plates, knives, forks, spoons, glasses, cups, napkins, or straws. A plate does not include a container or packaging used to transport the food.

“Prepared food” in Subsection B. does not include food that is only cut, repackaged, or pasteurized by the seller, and eggs, fish, meat, poultry, and foods containing these raw animal foods requiring cooking by the consumer as recommended by the Food and Drug Administration in Chapter 3, Part 401.11 of its Food Code so as to prevent food borne illnesses.

**“Prewritten computer software”** means “computer software,” including prewritten upgrades, which is not designed and developed by the author or other creator to the specifications of a specific purchaser. The combining of two or more “prewritten computer software” programs or prewritten portions thereof does not cause the combination to be other than “prewritten computer software.” “Prewritten computer software” includes software designed and developed by the author or other creator to the specifications of a specific purchaser when it is sold to a person other than the specific purchaser. Where a person modifies or enhances “computer software” of which the person is not the author or creator, the person shall be deemed to be the author or creator only of such person’s modifications or enhancements. “Prewritten computer software” or a prewritten portion thereof that is modified or enhanced to any degree, where such modification or enhancement is designed and developed to the specifications of a specific purchaser, remains “prewritten computer software;” provided, however, that where there is a reasonable, separately stated charge or an invoice or other statement of the price given to the purchaser for such modification or enhancement, such modification or enhancement shall not constitute “prewritten computer software.”

**“Printing services”** means those activities relating to the work of the printing, publishing or graphic arts industries and shall include any mechanical process whereby ink is transferred to paper or other materials.

**“Professional services”** means services performed by architects, attorneys-at-law, certified public accountants, dentists, engineers, land surveyors, surgeons,

veterinarians, and practitioners of the healing arts (the arts and sciences dealing with the prevention, diagnosis, treatment and cure or alleviation of human physical or mental ailments, conditions, diseases, pain or infirmities) and such occupations that require a professional license under Alaska Statute.

**“Prosthetic Device”** means replacement, corrective, or supportive device including repair and replacement parts for same worn on or in the body to:

- A. Artificially replace a missing portion of the body;
- B. Prevent or correct physical deformity or malfunction; or
- C. Support a weak or deformed portion of the body.

**“Raw Seafood”** means uncooked marine and estuarine fauna or flora used as food or of a kind suitable for food and specifically includes, but is not limited to, shrimp taken for bait.

**“Retail car rental”** means renting a rental car to a consumer. “Rental car” means a passenger car, that is used solely by a rental car business for rental to others, without a driver provided by the rental car business, for periods of not more than thirty consecutive days. “Rental car” does not include:

- A. Vehicles rented or loaned to customers by automotive repair businesses while the customer's vehicle is under repair;
- B. Vehicles licensed and operated as taxicabs.

**“Sales-Type Lease”** means at lease commencement, (1) the lease transfers ownership of the underlying property, goods, or services to the lessee by the end of the lease term; (2) the lease grants the lessee an option to purchase the underlying property, goods, or services that the lessee is reasonably certain to exercise; (3) the lease term is for the major part of the remaining economic life of the underlying property, goods, or services. However, if the commencement date falls at or near the end of the economic life of the underlying property, goods, or services, this criterion shall not be used for purposes of classifying the lease; (4) the present value of the sum of the lease payments and any residual value guaranteed by the lessee that is not already reflected in the lease payments equals or exceeds substantially all of the fair value of the underlying property, goods, or services; (5) the underlying property, goods, or services is of such a specialized nature that it is expected to have no alternative use to the lessor at the end of the lease term.

**“School materials”** means items commonly used by a student in a course of study.

“School materials” includes the following items: binders; book bags; calculators; cellophane tape; blackboard chalk; compasses; composition books; crayons; erasers; folders, expandable, pocket, plastic, and manila; glue, paste, and paste sticks; highlighters; index cards; index card boxes; legal pads; lunch boxes; markers; notebooks; paper, loose-leaf ruled notebook paper, copy paper, graph paper, tracing paper, manila paper, colored paper, poster board, and construction paper; pencil boxes and other school supply boxes; pencil sharpeners; pencils; pens; protractors; rulers; scissors; and writing tablets. “School materials” does not include any item purchased for use in a trade or business.

**“School meals”** includes breakfasts, lunches, or the serving of foods or beverages, or both, or any combination thereof, served by a school cafeteria or a school lunchroom.

**“School transportation”** means transportation of students to and from schools in motor or other vehicles.

**“Seller”** means: a person making sales of property, products or services, or a marketplace facilitator acting on behalf of a seller

**“Senior citizen”** means any individual defined by a taxing jurisdiction as qualifying for an age- based exemption from sales tax.

**“Smoked fish”** means a freshwater or saltwater finfish that is prepared by treating it with salt (sodium chloride) and subjecting it to the direct action of the smoke from burning wood, wood sawdust, or similar burning material or from liquid smoke flavoring applied to the surface in a gaseous, liquid, or vaporized state with or without heat.

**“Snowmobile”** means a motor vehicle designed to travel over ice or snow, and supported in part by skis, belts, cleats, or low-pressure tires.

**“Software downloads”** means software, applications, services and other digital programming for computers, tablets, smartphones and other electronic devices. This includes online subscriptions or purchases of news services, publications, audio books and other similar electronic versions of printed materials.

**“Software maintenance contracts”** means a contract that obligates a vendor of computer software to provide a customer with future updates or upgrades to computer software, support services with respect to computer software or both. A “mandatory computer software maintenance contract” is a computer software maintenance contract that the customer is obligated by contract to purchase as a condition to the retail sale of computer software. An “optional computer maintenance contract” is a computer software maintenance contract that a customer is not obligated to purchase as a condition to the retail sale of computer software.

**“Specified digital products”** means electronically transferred:

- (1) digital audio works;
- (2) digital audiovisual works; or
- (3) digital books.

**“Streaming services”** means digital content provided online for on-demand consumption rather than downloadable consumption. This typically includes, but is not limited to, video and audio files.

**“Tax free days”** means a duration of time in which persons who purchase goods or services are exempt from the Sales tax of the taxing jurisdiction.

**“Telephone service”** means the providing by any person of access to a telephone network, telephone network switching service, toll service, or coin telephone services, or the providing of telephonic, video, data, or similar communication or transmission for hire, via a telephone network, toll line or channel, cable, microwave, or similar communication or transmission system.

**“Ticket admission”** means the paid right or privilege to enter into or use a place or location.

**“Title insurance premium”** means and includes premium, examination fees, settlement fees, closing fees, and every other charge, whether denominated premium or otherwise, made by a title insurance company, agent of a title insurance company or an approved attorney of a title insurance company, or any of them, to an insured or to an applicant for insurance, for any policy or contract for the issuance of, or an application for any class or kind of, title insurance.

**“Tobacco”** means cigarettes, cigars, chewing or pipe tobacco, or any other item that contains tobacco.

**“Transportation services”** means the transportation of individuals for hire.

**“Travel agency”** means a person or organization who represents, directly or indirectly, that the person or organization is offering or undertaking by any means or method, to provide travel services for a fee, commission, or other valuable consideration, direct or indirect.

# Alaska Intergovernmental Remote Seller Sales Tax Agreement

FINAL

October 11, 2019

## **Alaska Intergovernmental Remote Seller Sales Tax Agreement**

This Agreement is made and entered into by the signatories representing Alaska's cities and boroughs to enable them to implement single-level, statewide administration of remote sales tax collection and remittance. The provisions of the Agreement do not apply to administration and collection of sales taxes for the sales of goods and services originating from within the boundaries of a member municipality nor does this Agreement restrict how a member municipality administers and collects sales tax on such sales, nor on sales made by those retailers with a physical presence in the municipality. The authority to set rates and exemptions is maintained by the member municipality.

### **Article I. Background Principles.**

1. The signatories wish to enable local governments to benefit from opportunities for collection of existing sales tax on sales made by remote sellers. Remote sellers are sellers who sell, often through the internet, products or services in a taxing jurisdiction without having a physical presence in the taxing jurisdiction.
2. The collection of remote sales tax provides a level playing field for local businesses and strengthens the ability of local governments to provide public services and infrastructure.
3. The signatories are particularly mindful of the specific holding in, and implications of, the Supreme Court's *South Dakota v. Wayfair* decision, which provides guidance relative to nexus and the legal defensibility of a single-level statewide administration that reduces or removes potential burdens to interstate commerce.
4. Alaska's local governments have the authority to enter into intergovernmental agreements and applicable taxing authority has been delegated to organized boroughs and cities.
5. The signatories desire to establish an intergovernmental entity to enable cooperative centralized administration of sales tax collection, remittance, and enforcement on sales made by remote sellers.

### **Article II. Purpose.**

The purpose of this Agreement is to:

1. Enable cooperative centralized administration of sales tax collection, remittance, and enforcement on sales made by remote sellers using a single statewide intergovernmental entity;
2. Provide for and promote reasonable uniformity and compatibility in significant components of local sales tax levy and collection on sales made by remote sellers and marketplace facilitators in order to facilitate streamlined joint administration; and
3. Facilitate taxpayer and tax collector convenience and compliance in the filing of tax returns, the payment of tax, and in other phases of tax administration of sales made and services provided by remote sellers and marketplace facilitators.

### **Article III. Definitions.**

As used in this Agreement:

1. “Commission” means the Alaska Remote Seller Sales Tax Commission established pursuant to this Agreement.
2. “Local Government” means any home rule, first class, or second class borough, or any home rule, first class, or second class city, or unified municipality in Alaska.
3. “Member” means a Local Government signatory to this Agreement.
4. “Remote seller” means any corporation, partnership, firm, association, governmental unit or agency, or person acting as a business entity that sells property or products or performs services in the State of Alaska or a taxing municipality in the state, using the internet, mail order, or telephone, without having a physical presence in the state or taxing municipality.
5. “Sales tax” means a tax imposed with respect to the transfer for a consideration of ownership, possession, or custody of property or the rendering of services measured by the price of the property transferred or services provided.
6. “Marketplace facilitator” means a person that provides for sellers a platform to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale of the seller’s products or services (excluding lodging and rentals) through a physical or electronic marketplace operated by the person, and engages:
  - a. Directly or indirectly, through one or more affiliated persons in any of the following:
    - i. Transmitting or otherwise communicating the offer or acceptance between the buyer and seller;
    - ii. Owning or operating the infrastructure, electronic or physical, or technology that brings buyers and sellers together;
    - iii. Providing a virtual currency that buyers are allowed or required to use to purchase products from the seller; or
    - iv. Software development or research and development activities related to any of the activities described in (b) of this subsection (6), if such activities are directly related to a physical or electronic marketplace operated by the person or an affiliated person;
  - b. In any of the following activities with respect to the seller's products:
    - i. Payment processing services;

- ii. Fulfillment or storage services;
- iii. Listing products for sale;
- iv. Setting prices;
- v. Branding sales as those of the marketplace facilitator;
- vi. Order taking;
- vii. Advertising or promotion; or
- viii. Providing customer service or accepting or assisting with returns or exchanges.

#### **Article IV. The Commission.**

##### **1. Organization and Management.**

- a. The Alaska Remote Seller Sales Tax Commission (the “Commission”) is hereby established as an intergovernmental entity in the state of Alaska. It will be comprised of one designated representative from each Member, who shall have the authority to act on the Member’s behalf.
- b. Each Member will be entitled to one vote.
- c. To assist conducting business when the full Commission is not meeting, the Commission will annually elect a Board of Directors of seven members, including officers. The Board of Directors will act subject to the provisions of this Agreement and as provided in the bylaws of the Commission, as ratified by the members.
- d. No action will be binding unless approved by a majority of the Directors present at a meeting.
- e. The Commission will adopt an official logo.
- f. The Commission will hold an annual meeting rotating the location of the meeting each year, with telephonic participation provided for, in addition to scheduled regular meetings and special meetings as provided by its bylaws. Notices of special meetings must include the reasons for the meeting and the items to be considered.
- g. The Commission will elect annually, from among its members, a Chairman, a Vice Chairman, and a Secretary/Treasurer. The bylaws of the Commission shall provide for nomination and election of officers.
- h. The Commission will contract at formation for support and administrative

functions with the Alaska Municipal League (AML). The Executive Director of the AML will serve as a liaison between the Commission and AML and may appoint necessary staff support. This provision will be revisited within three years of legal formation of the Commission.

- i. The Commission may contract for supplies and professional services, and delegates to AML the same ability on its behalf.
- j. To carry out any purpose or function, the Commission may accept and utilize donations and grants of money, equipment, supplies, materials and services, conditional or otherwise, from any Member or governmental entity.
- k. The Commission may establish one or more offices for the transacting of its business. Upon formation, its registered office and place of business will be the Alaska Municipal League at One Sealaska Plaza, Suite 200, Juneau, AK 99801.
- l. The Members will adopt the initial bylaws of the Commission. The Commission will make its bylaws easily accessible for Members and prospective members. The power to adopt, alter, amend or repeal bylaws is vested in the Board of Directors unless it is reserved to the Members per the bylaws. The bylaws shall contain provisions for the regulation and management of the affairs of the Commission not inconsistent with this Agreement.
- m. The Commission will provide annual reports to its members covering its activities for the preceding fiscal year. The Commission may make additional reports.

## 2. Committees.

- a. In furtherance of its activities, the Commission may establish advisory and technical committees by a majority vote of the membership body. Membership on a technical committee, may include private persons and public officials. Committees may consider any matter of concern to the Commission, including issues of special interest to any member and issues pertaining to collection of sales tax on behalf of members.
- b. The Commission may establish additional committees by a majority vote of the membership or Board of Directors as its bylaws may provide.
- c. Committees may not take any action but may recommend action to the Board of Directors for consideration.

## 3. Powers.

In addition to powers conferred elsewhere in this Agreement and in the bylaws, the Commission may:

- a. Study federal, state and local sales tax systems, and particular types of state and local taxes.

- b. Develop and recommend proposals to promote uniformity and compatibility of local sales tax laws with a view toward encouraging the simplification and improvement of local tax law and administration.
  - c. Compile and publish information to support and assist members in implementing the Agreement or assist taxpayers in complying with local government sales tax laws.
  - d. Do all things necessary and incidental to the administration of its functions pursuant to this Agreement, including:
    - i. Sue and be sued.
    - ii. Administer provisions of uniform sales tax ordinances pursuant to authority delegated by Members
  - f. The Commission may create and adopt policies and procedures for any phase of the administration of sales tax collection and remittance in accordance with this Agreement and the Commission's bylaws, including delegated authority to administer taxation or prescribing uniform tax forms. Prior to the adoption of any policy, the Commission will:
    - 1. As provided in its bylaws, hold at least one meeting after due notice to all members and to all taxpayers and other persons who have made timely requests to the Commission for advance notice of its policy-making proceedings.
    - 2. Afford all affected members and interested persons an opportunity to submit relevant written comments, which will be considered fully by the Commission.
  - g. The Commission will submit any policy adopted by it to the designated representative of all Members to which they might apply. Each such Member will in turn consider any such policy for adoption in accordance with its own laws and procedures.
  - h. Amend this Agreement by majority vote of the Members.
4. Finance.
- a. At least 90 days prior to the start of a new fiscal year, the Board of Directors will adopt a budget of its estimated expenditures for the upcoming fiscal year and submit to Members.
  - b. The Commission will follow a July 1 to June 30 fiscal year.
  - c. The Commission's budgets must contain specific recommendations for service fees built into statewide administration. Service fees will account for direct staff and software costs, and indirect costs, as justifiable to the Board of Directors.

- d. The Commission will not pledge the credit of any member. The Commission may meet any of its obligations in whole or in part with funds available to it, provided that it takes specific action to set aside such funds prior to incurring any obligation to be met in whole or in part in such manner. Except where the Commission makes use of funds available to it, the Commission may not incur any obligation prior to the allocation and commitment of funds adequate to meet the same.
- e. The Commission must keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Commission will be subject to the audit and accounting procedures established under its bylaws. All receipts and disbursements of funds handled by the Commission will be audited annually by a certified public accountant and the report of the audit will be included in and become part of the annual report of the Commission to Members.
- f. The accounts of the Commission will be open at any reasonable time for inspection by duly constituted officers of the Members, the State of Alaska, and by any persons authorized by the Commission.
- g. Nothing contained in this Article may be construed to prevent Commission compliance with laws relating to audit or inspection of accounts by or on behalf of any government contributing to the support of the Commission.

#### **Article V. Membership Requirements; Remote Seller Sales Tax Code.**

- 1. To obtain and retain full membership, the Local Government must submit either an Ordinance or Resolution authorizing entry into the Agreement, including to:
  - a. Designate the individual at the municipality that may execute initial binding documents on behalf of the municipality and who will be the Member's representative on the Commission.
- 2. Once the Commission adopts its bylaws and adopts a uniform Remote Sellers Sales Tax Code, members must submit an Ordinance or Resolution that:
  - a. Delegates remote seller sales tax registration, exemption certification, collection, remittance, and audit authority to the Commission.
  - b. Within one hundred twenty (120) days, adopts, by reference or otherwise, the Remote Seller Sales Tax Code in its entirety as it pertains to collection of sales tax from remote sellers and marketplace facilitators. The Remote Seller Sales Tax Code is provided as "Addendum A".
- 3. To retain full membership status, changes made to the Agreement or Code should be ratified by the Member within one hundred twenty (120) days of the date the Commission adopts the change.
- 4. The Member must provide notice of tax or boundary changes to the Commission and must

assure the Commission of the accuracy of rates and exemptions. Rate and exemption changes will take effect within thirty (30) days of the date the Commission receives notice of the tax or boundary change.

## **Article VI. Sales Tax Collection and Administration.**

### **1. Collection; Registration; Remittance.**

- a. Every remote seller and marketplace facilitator meeting the Threshold Criteria of one hundred thousand (\$100,000) in annual sales or 100 annual transactions occurring in Alaska during the current or previous calendar year, shall collect sales taxes from the buyer at the time of sale or service and shall transmit the sales taxes collected to the Commission on a monthly or quarterly basis.
- b. The Commission will remit and report to Members by the last business day of the month.
- c. A remote seller or marketplace facilitator meeting the Threshold Criteria shall apply for a certificate of sales tax registration within thirty (30) calendar days of the adoption of this Remote Seller Sales Tax Code and/or within thirty (30) calendar days of meeting the threshold, whichever occurs later. Registration shall be to the Commission on forms prescribed by the Commission as set out in the remote seller sales tax code.
- d. Upon receipt of a properly executed application, the Commission shall issue the applicant a certificate of registration, stating the legal name of the seller, the primary address, and the primary sales tax contact name and corresponding title. A list of registered sellers in good standing shall be distributed to Members, made public and available on the Commission's webpage.

### **2. Returns; Confidentiality.**

- a. The Commission will provide all sales tax return information to the taxing jurisdiction, consistent with local tax codes.
- b. All returns, reports and information required to be filed with the Commission under this Code, and all information contained therein, shall be kept confidential and shall be subject to inspection only by:
  - i. Employees and agents of the Commission and taxing jurisdiction whose job responsibilities are directly related to such returns, reports and information;
  - ii. The person supplying such returns, reports and information; or
  - iii. Persons authorized in writing by the person supplying such returns, reports and information.

### 3. Title; Penalty and Interest; Overpayment.

- a. Upon collection by the seller, title to the sales tax vests in the Commission and the member on whose behalf the original tax arose. The Commission shall act as a third-party trustee and remit taxes collected on behalf of the member no later than thirty (30) days after each filing deadline.
- b. The Remote Sellers Sales Tax Code shall establish the per annum interest rate and any applicable penalties for late or non-compliant remote sellers.
- c. Upon request from a buyer or remote seller the Commission shall provide a determination of correct tax rate and amount applicable to the transaction. In the case of an overpayment of taxes, the remote seller shall process the refund and amend any returns accordingly.

### 4. Audit; Compliance and Enforcement.

- a. The Commission shall have sole audit authority and will make final determinations regarding: (1) whether a remote seller or marketplace facilitator meets Threshold criteria; (2) the accuracy of returns filed by a remote seller or marketplace facilitator with the Commission; and (3) whether a remote seller or marketplace facilitator filing returns with the Commission is in compliance with collection and remittance obligations.
- b. The Commission shall have authority to enforce issues relating to the Remote Sellers Sales Tax Code including, but not limited to, the collection of late fees and penalties, and filing of civil suits and injunctions.

## **Article VII. Entry into Force and Withdrawal.**

- 1. This Agreement will be in force and effective when formally approved by any seven signatories and will terminate if membership falls below seven.
- 2. Any Member may withdraw from this Agreement through ordinance or resolution rescinding signatory action and giving notice to the Commission of the effective date of the ordinance, with a minimum of 30 days' notice. Withdrawal will not affect any liability already incurred by or chargeable to a Member prior to the effective date of such withdrawal. The obligations of the Commission to remit and report remain until no longer necessary.

## **Article VIII. Effect on Other Laws and Jurisdiction.**

Nothing in this Agreement may be construed to:

- 1. Affect the power of any local government to fix rates or tax exemptions, except that all members must adopt and implement the Commission's common definitions and tax code

changes or demonstrate parity or non-applicability.

2. Withdraw or limit the authority of local government with respect to any person, corporation, or other entity or subject matter, except to the extent that such authority is expressly conferred by or pursuant to this Agreement upon another agency or body.
3. Supersede or limit the jurisdiction of any court of the State of Alaska.

#### **Article IX. Construction and Severability.**

This Agreement shall be liberally construed so as to effectuate its purposes. The provisions of this Agreement shall be severable and if any phrase, clause, sentence, or provision is declared or held invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement and its applicability to any government, agency, person or circumstance will not be affected. If any provision of this Agreement is held contrary to the charter of any member, the Agreement will remain in full force and effect as to the remaining members and in full force and effect as to the Member affected in all other provisions not contrary to charter.



**City of Gustavus**  
P.O. Box 1  
Gustavus, AK 99826  
Phone: (907) 697-2451

# Unfinished Business



**City of Gustavus**  
P.O. Box 1  
Gustavus, AK 99826  
Phone: (907) 697-2451

# New Business

**CITY OF GUSTAVUS, ALASKA  
RESOLUTION CY20-12**

**A RESOLUTION BY THE CITY OF GUSTAVUS  
IMPLEMENTING ALASKA STATE HEALTH MANDATE 11  
MANDATING SOCIAL DISTANCING**

**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 State of Alaska declared a public health emergency in response to the anticipated outbreak of the virus in Alaska; and

**WHEREAS**, on March 24, 2020, the City Council passed Resolution CY20-11 declaring a local emergency in the City of Gustavus in response to COVID-19; and

**WHEREAS**, on March 27, 2020, the State of Alaska issued Health Mandate 11: Social Distancing to go into effect on March 28, 2020 at 5:00 pm and will be reevaluated by April 11, 2020. The purpose of which is to restrict the movement of individuals within the State of Alaska in order to prevent, slow and otherwise disrupt the spread of the virus that causes COVID-19. It provides that all persons, except those engaged in essential health care services, public government services, and essential business activities, are mandated to remain at their place of residence and practice social distancing of six feet or greater from any individuals with whom you do not currently reside; and

**WHEREAS**, Resolution CY20-12 recognizes the provisions of the Mandate 11, incorporates its procedures and will comply to the greatest extent practicable; and

**WHEREAS**, this resolution is similar to an emergency declaration and is reasonable and necessary under the circumstances to protect the public, health, welfare, and safety in Gustavus;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY GUSTAVUS, ALASKA:**

**Section 1.** This resolution may also be referred to as "COG COVID-19 Rule 1."

**Section 2.** Orders for compliance with this Resolution follow those issued by the Governor and include the following parts, details can be found within Health Mandate 011- Social Distancing:

- I. Individuals Orders - provisions of any family member who is ill includes those living with or sharing residence.
- II. Closure of non-essential businesses except those listed in Alaska Essential Services and Critical Workforce Infrastructure Order and as provided for by Mandate 11.
- III. Orders to employers

**Section 3.** The City Mayor, or designee shall monitor State COVID-19 Health Mandates issued by the Governor and Health Alerts issued by the public health authorities, and to publicize those changes locally with the strong recommendation that they be followed by all residents of and visitors to Gustavus for the duration of their applicability.

**Section 4. Procedural Due Process.** If a business or entity is not listed above, and the business owner or authorized agent believes that the business or entity is critical or it is an entity providing critical services or functions, the business may request a determination from the City Council through the Mayor, or designee.

**Section 5. Effective Date and Duration.** This resolution shall be effective at 11:59 p.m. on March 30, 2020. It will remain in effect until April 28, 2020 and will be reevaluated by April 11, 2020.

**PASSED and APPROVED** by the Gustavus City Council this 30th day of March 2020, and effective upon adoption.

  
\_\_\_\_\_  
Brittney Cannamore, Acting Mayor

  
\_\_\_\_\_  
Attest: Karen Platt CMC, City Clerk

**CITY OF GUSTAVUS, ALASKA  
RESOLUTION CY20-12 (Amended)**

**A RESOLUTION BY THE CITY OF GUSTAVUS  
IMPLEMENTING ALASKA STATE HEALTH MANDATE 11  
MANDATING SOCIAL DISTANCING**

**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 State of Alaska declared a public health emergency in response to the anticipated outbreak of the virus in Alaska; and

**WHEREAS**, on March 24, 2020, the City Council passed Resolution CY20-11 declaring a local emergency in the City of Gustavus in response to COVID-19; and

**WHEREAS**, on March 27, 2020, the State of Alaska issued Health Mandate 11: Social Distancing to go into effect on March 28, 2020 at 5:00 pm and will be reevaluated by April 11, 2020. The purpose of which is to restrict the movement of individuals within the State of Alaska in order to prevent, slow and otherwise disrupt the spread of the virus that causes COVID-19. It provides that all persons, except those engaged in essential health care services, public government services, and essential business activities, are mandated to remain at their place of residence and practice social distancing of six feet or greater from any individuals with whom you do not currently reside; and

**WHEREAS**, Resolution CY20-12 recognizes the provisions of the Mandate 11, incorporates its procedures and will comply to the greatest extent practicable; and

**WHEREAS**, this resolution is similar to an emergency declaration and is reasonable and necessary under the circumstances to protect the public, health, welfare, and safety in Gustavus;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY GUSTAVUS, ALASKA:**

**Section 1.** This resolution may also be referred to as “COG COVID-19 Rule 1.”

**Section 2.** Orders for compliance with this Resolution follow those issued by the Governor and include the following parts, details can be found within Health Mandate 011- Social Distancing:

- I. Individuals Orders - provisions of any family member who is ill includes those living with or sharing residence.
- II. Closure of non-essential businesses except those listed in Alaska Essential Services and Critical Workforce Infrastructure Order and as provided for by Mandate 11.
- III. Orders to employers

**Section 3.** All persons in the City of Gustavus must stay at home as much as possible, except to work in critical jobs to receive or provide health care; and to engage in outdoor activity provided an distance of six or more feet can be maintained between individuals not in the

same household. On the limited occasions when individuals leave home, they shall maintain social distancing of at least six feet from any person outside of a family unit; and wear face coverings.

**Section 4.** Any individual who exhibits signs of illness must not leave their home, except as necessary to seek or receive medical care. Any family member who is ill must immediately be isolated.

**Section 5.** All individuals shall cease participation in public or private gatherings that include non-household members, regardless of the number of people involved.

**Section 6.** Non-critical Business Closure Order. All non-critical businesses are required to cease all activities except Minimum Basic Operations as defined in Health Mandate 11, including minimum necessary activities to maintain the value of the business inventory, security, payroll, employee benefits or related functions.

**Section 7.** Social Distancing Order for Critical Businesses. All critical businesses that remain open must comply with social distancing guidelines pursuant to the State of Alaska Health Mandate 11. Critical Business that have personnel traveling to Gustavus shall comply with the requirements of the Alaska Small Community Emergency Travel Order (Attachment B) Amended April 9, 2020.

**Section 8.** The City Mayor shall monitor State COVID-19 Health Mandates issued by the Governor and Health Alerts issued by the public health authorities, and to publicize those changes locally with the strong recommendation that they be followed by all residents of and visitors to Gustavus for the duration of their applicability.

**Section 9.** Procedural Due Process. If a business or entity is not listed above, and the business owner or authorized agent believes that the business or entity is critical or it is an entity providing critical services or functions, the business may request a determination from the City Council through the Mayor.

**Section 10. Effective Date and Duration.** This resolution shall be effective at 11:59 p.m. on April 13, 2020. It will remain in effect until June 8, 2020 when it will be reevaluated by the Gustavus City Council. Reevaluation will take into consideration the closure of Gustavus National Park until July 1, 2020, and any modification of that order.

**PASSED and APPROVED** by the Gustavus City Council this \_\_\_\_th day of April 2020, and effective upon adoption.

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Calvin Casipit, Mayor

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Attest: Karen Platt CMC, City Clerk

**CITY OF GUSTAVUS, ALASKA  
RESOLUTION CY20-13**

**A RESOLUTION BY THE CITY OF GUSTAVUS  
REGARDING TRAVEL INTO AND OUT OF GUSTAVUS**

**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 State of Alaska declared a public health emergency in response to the anticipated outbreak of the virus in Alaska; and

**WHEREAS**, on March 24, 2020, the City Council passed Resolution CY20-11 declaring a local emergency in the City of Gustavus in response to COVID-19; and

**WHEREAS**, on March 27, 2020, the State of Alaska issued Health Mandate 12: Intrastate Travel – Limiting travel between communities to critical infrastructure critical personal needs to go into effect on March 28, 2020 at 5:00 pm and will be reevaluated by April 11, 2020; and

**WHEREAS**, on March 30, 2020 the City Council passed Resolution CY20-12 mandating social distancing effective at 11:59pm on March 30, 2020; and

**WHEREAS**, Resolution CY20-13 recognizes the provisions of Mandate 12 and incorporates its procedures to the greatest extent practicable; and

**WHEREAS**, Gustavus is a community that is removed from the road system, has a population smaller than 3,000, and does not house a hub hospital managed by the tribal healthcare system, and therefore is a Small Community defined in the Alaska Small Community Emergency Travel Order issued in conjunction with COVID-19 Health Mandate 12; and

**WHEREAS**, this resolution is similar to an emergency declaration and is reasonable and necessary under the circumstances to protect the public, health, welfare, and safety in Gustavus.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY GUSTAVUS, ALASKA:**

**Section 1.** This resolution may also be referred to as "COG COVID-19 Rule 2."

**Section 2.** Orders for compliance with this Resolution follow those issued by the Governor and include the following parts, details can be found within Health Mandate 012 – Intrastate Travel.

**Section 3. Prohibition on Intrastate Travel.** All in-state travel between Gustavus and any other community, whether resident, worker, or visitor, is prohibited unless to support critical infrastructure, or for critical personal needs, defined as buying, selling, or delivering groceries and home goods; obtaining fuel for vehicles or residential needs; transporting family members for out-of-home care, essential health needs, or for purposes of child custody exchanges; receiving essential health care; providing essential health care to a family member; obtaining other important goods; and engaging in subsistence activities. Travelers are reminded to follow social distancing measures, including, to the extent reasonably feasible, keeping six feet away from others, avoiding crowded places, and limiting public gatherings to less than ten people.

**Section 4. Mandated Quarantine for Incoming Passengers.** Any person traveling into the City of Gustavus by vessel or airplane shall self-quarantine for 14 days upon arriving in Gustavus and monitor for symptoms of illness. Quarantine applies to family members or others that share the residence of the traveler.

Any person traveling to Gustavus must complete a State of Alaska Travel Declaration Form to the designated repository upon arrival in Gustavus and comply with the requirements of Health Mandate 10.

**Section 5.** No one traveling to or from any community for critical reasons or critical personal travel may be subject to any automatic quarantine or isolation on arrival except as allowed under Alaska Statutes or Health Mandates.

**Section 6.** Orders for compliance with this Resolution follow those issued by the Governor and include the following parts, details can be found within Health Mandate 012 – Intrastate Travel and Attachment B, Alaska Small Community Emergency Travel Order amended March 27, 2020:

- I. All in-state travel between communities.
- II. Personal Travel.
- III. Travel for critical reasons or critical personal travel exemption

**ORDER APPLICABILITY.** In accordance with Attachment B, certain emergency travel is imperative during the COVID-19 pandemic for both public health and safety as well as community well-being. Therefore, the following Order applicability is incorporated to this Resolution. This Order is applicable to Alaskan communities that are removed from the road system, have a population smaller than 3,000, and do not house a hub hospital managed by the tribal healthcare system.

**SMALL COMMUNITY TRAVEL RESTRICTIONS AND EXCEPTIONS.** A Small Community (as defined above) may adopt travel restrictions that are more restrictive than otherwise permitted in Health Mandate 012. Small Communities may not prohibit, or restrict in any manner, the following emergency travel:


- Emergency First Responders (includes fire, ambulatory services, and other similar emergency first responders).
- Law Enforcement acting within their official duties (this includes federal, state, and local law enforcement personnel); and
- Office of Children’s Services personnel responding to reports of child abuse and neglect and insuring child safety.

**DUTIES OF AIR CARRIERS AND OTHER TRAVEL RELATED BUSINESSES.** Air carriers and other travel related businesses conducting travel to Small Communities shall inquire if travelers are permitted to travel under this Order and shall rely upon a traveler’s assurance that they are eligible to travel. Air carriers and other travel related businesses shall have no other duty or obligation to verify that travelers meet the criteria for permissible travel under this Order.

**Section 7.** The City Mayor, or designee shall monitor State COVID-19 Health Mandates issued by the Governor and Health Alerts issued by the public health authorities, and to publicize those changes locally with the strong recommendation that they be followed by all residents of and visitors to Gustavus for the duration of their applicability.

**Section 8. Effective Date and Duration.** This resolution shall be effective at 11:59 p.m. on March 30, 2020. It will remain in effect until April 28, 2020 and will be reevaluated by April 11, 2020.

**PASSED and APPROVED** by the Gustavus City Council this 30th day of March 2020, and effective upon adoption.



Brittney Cannamore, Acting Mayor



Attest: Karen Platt CMC, City Clerk

**CITY OF GUSTAVUS, ALASKA  
RESOLUTION CY20-13 (Amended)**

**A RESOLUTION BY THE CITY OF GUSTAVUS  
REGARDING TRAVEL INTO GUSTAVUS**

**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 State of Alaska declared a public health emergency in response to the anticipated outbreak of the virus in Alaska; and

**WHEREAS**, on March 24, 2020, the City Council passed Resolution CY20-11 declaring a local emergency in the City of Gustavus in response to COVID-19; and

**WHEREAS**, on March 27, 2020, the State of Alaska issued Health Mandate 12: Intrastate Travel – Limiting travel between communities to critical infrastructure critical personal needs to go into effect on March 28, 2020 at 5:00 pm and will be reevaluated by April 11, 2020; and

**WHEREAS**, on March 30, 2020 the City Council passed Resolution CY20-12 mandating social distancing effective at 11:59pm on March 30, 2020; and

**WHEREAS**, Resolution CY20-13 recognizes the provisions of Mandate 12 and incorporates its procedures to the greatest extent practicable; and

**WHEREAS**, Gustavus is a community that is removed from the road system, has a population smaller than 3,000, and does not house a hub hospital managed by the tribal healthcare system, and therefore is a Small Community defined in the Alaska Small Community Emergency Travel Order issued in conjunction with COVID-19 Health Mandate 12; and

**WHEREAS**, this resolution is similar to an emergency declaration and is reasonable and necessary under the circumstances to protect the public, health, welfare, and safety in Gustavus.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY GUSTAVUS, ALASKA:**

**Section 1.** This resolution may also be referred to as “COG COVID-19 Rule 2.”

**Section 2.** Orders for compliance with this Resolution follow those issued by the Governor and include the following parts, details can be found within Health Mandate 012 – Intrastate Travel.

**Section 3. Prohibition on Travel.** All travel into Gustavus, whether resident, worker, or visitor, is prohibited unless to support critical infrastructure, or for critical personal needs. All persons traveling into the City of Gustavus by vessel or airplane must complete a Gustavus Travel Declaration form prior to or on arrival in Gustavus.

**Section 4. Mandated Quarantine for Incoming Travelers.** With the exception of the travel exceptions listed in Sections 5 and 6, any person traveling into the City of Gustavus by vessel or airplane, in addition to completing a Gustavus Mandatory Travel Declaration form, shall self-quarantine for 14 days upon arriving in Gustavus and monitor for symptoms of illness.

Quarantine applies to family members or others that share the residence of the traveler. A person may walk outside provided that they do not approach public places, do not come within 6 feet of another person and, according to CDC and State health guidelines, wear a cloth face covering (mask) at all times when they are outside of their designated quarantine location.

**Section 5. Exemptions for Essential Services, Critical Infrastructure, and Public Health.**

Personal use fishing and commercially-licensed fishing are critical infrastructure for the needed provision of food supplies to local and state residents; however, sport charter fishing, whale watching and tourism businesses are not deemed essential services or critical infrastructure. People performing work necessary to critical workforce infrastructure, or traveling to Gustavus to perform essential public health duties are exempt from the quarantine requirement but are required to comply with all State health mandates and advisories. Exempt businesses with workers who travel from out of state or between communities within the state must submit a plan outlining protocols for avoiding spread of COVID-19, and submit the plan to [akcovidplans@ak-prepared.com](mailto:akcovidplans@ak-prepared.com) pursuant to the Alaska Essential Services and Critical Workforce Infrastructure Order, and submit a copy to the City of Gustavus. It is also strongly advised that, when not at work, personnel self-quarantine, avoid public spaces, and wear facemasks when outside.

**Section 6. Other Emergency Travel Exceptions.** This Order does not prohibit or restrict the following emergency travel: Emergency First Responders (fire, ambulatory services, and other similar emergency first responders; Law Enforcement acting within their official duties; and the State Office of Children's Services personnel responding to reports of child abuse and neglect and insuring child safety.

**Section 7.** Orders for compliance with this Resolution follow those issued by the Governor and include the following parts, details can be found within Health Mandate 012 – Intrastate Travel and Attachment B, Alaska Small Community Emergency Travel Order amended March 27, 2020:

- I. All in-state travel between communities.
- II. Personal Travel.
- III. Travel for critical reasons or critical personal travel exemption

ORDER APPLICABILITY. In accordance with Attachment B, certain emergency travel is imperative during the COVID-19 pandemic for both public health and safety as well as community well-being. Therefore, the following Order applicability is incorporated to this Resolution. This Order is applicable to Alaskan communities that are removed from the road system, have a population smaller than 3,000, and do not house a hub hospital managed by the tribal healthcare system.

- **SMALL COMMUNITY TRAVEL RESTRICTIONS AND EXCEPTIONS.** A Small Community (as defined above) may adopt travel restrictions that are more restrictive than otherwise permitted in Health Mandate 012.

**DUTIES OF AIR CARRIERS AND OTHER TRAVEL RELATED BUSINESSES.** Air carriers and other travel related businesses conducting travel to Small Communities shall inquire if travelers are permitted to travel under this Order and shall rely upon a traveler's assurance that they are eligible to travel. Air carriers and other travel related businesses shall have no

other duty or obligation to verify that travelers meet the criteria for permissible travel under this Order.

**Section 8.** The City Mayor shall monitor State COVID-19 Health Mandates issued by the Governor and Health Alerts issued by the public health authorities, and to publicize those changes locally with the strong recommendation that they be followed by all residents of and visitors to Gustavus for the duration of their applicability.

**Section 9 Effective Date and Duration.** This amended resolution shall be effective at 11:59 p.m. on April 13, 2020 It will remain in effect until June 8, 2020 when it will be reevaluated by the Gustavus City Council. Reevaluation will take into consideration the closure of Gustavus National Park until July 1, 2020 and any modification of that order.

**PASSED and APPROVED** by the Gustavus City Council this \_\_\_\_th day of April 2020, and effective upon adoption.

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Cal Casipit, Mayor

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Attest: Karen Platt, CMC



**City of Gustavus**

PO Box 1

Gustavus, Alaska 99826

Phone: (907) 697-2451

# City of Gustavus Capital Improvement Plan

Version: COG\_CIP: 2020-2025

Approved by the Gustavus City Council on \_\_\_\_\_, 2020

### **Introduction: The Capital Improvement Program**

This is the third comprehensive Capital Improvement Plan for the City of Gustavus. The initial completed plan was approved by the Gustavus City Council on May 14, 2018.

The document as a whole will be reviewed by the City Council each December/January to reevaluate priorities, update cost estimates, and choose the priorities for submission to the State of Alaska legislature through their CAPSIS online submission form for capital improvement project requests. Resolutions supporting the projects chosen for the state funding request should be passed at the January general meeting in advance of submission of capital improvement project requests to the state through the online CAPSIS portal, due by mid-February. The State of Alaska budget outlook remains grim, although there are indications the state is coming out of its recession. Little to no capital project funding has occurred in recent years, but municipalities have been encouraged to continue submitting project funding requests to show a need still exists.

In-house funding for capital projects will be determined by the City Council, with the appropriate AMLIP accounts being tapped [e.g. AMLIP Capital Improv Current, AMLIP Capital Improv Long-Term, AMLIP Repair & Replacement (R&R)]. Current year capital improvement priorities will be determined with consideration for urgency of need for the project, phases of multi-year projects, availability of project managers, consolidation between departments for projects of similar focus, etc.

A separate policy and procedure exist for project nomination and development, including a short-form and a more extensive form (AKA Scoping). Project development documents must be approved by the Gustavus City Council before projects are funded.

In FY18, a city-wide inventory of assets took place. Repair and replacement (R&R) annual saving amounts were then calculated based on the following formulas, as recommended by the State of Alaska Department of Commerce, Community, and Economic Development (DCCED), Division of Community and Regional Affairs (DCRA), Rural Utility Business Advisor (RUBA) Program.

For replacement of items with a life expectancy of more than one year but not more than 10 years, the city should set aside 100% of the replacement value in order to purchase the item when needed. To calculate the amount to set aside each year, divide the replacement cost by its life expectancy.

For replacement of items with a life expectancy of more than 10 years, the city should set aside 10% of the replacement value of each item. To determine how much to set aside each year, multiply the estimated replacement cost by 10%, then divide that by the life expectancy of the asset. These are typically larger assets that the city would be seeking outside funding for, and the R&R savings could then be used as a down payment for a loan, a match for a grant, etc.

Beginning in FY19, the annual operating budget includes an expense line-item for each department for contributions to the AMLIP Repair & Replacement (R&R) account. The amount for each department is calculated using the formulas above for the assets within that department. See Appendix E for a summary of these assets and the annual amounts to budget.

### **Integration of the CIP with Strategic Plan Goals**

Capital budgets are generally for large infrastructure development and improvement. Capital budgeting is an important public policy and management decision making tool and can affect a municipality's long-term debt and general fund balances. Substantial funding is generally at stake in capital budget decisions, and the decision that a government makes shapes the future

of the community. Capital projects commit resources into the future and affect a community's long-term spending capacity; these decisions can be felt for 30-40 years. Surprisingly, budgeting for capital improvement projects is not included in Gustavus Ordinance nor is it outlined in policy and procedure. Capital projects have been undertaken, of course, despite not having a plan. For instance, City Hall has been remodeled and expanded, two public bathrooms have been built, and a new fire truck has been purchased.

There is strong evidence that capital budgeting and strategic planning are strongly linked (Beckett-Camarata, 2003). Strategic Planning is founded on a vision and continues long after the initial groundwork is set.

## **Literature Review**

### Literature Cited:

Beckett-Camarata, J. (2003). An examination of the relationship between the municipal strategic plan and the capital budget and its effect on financial performance. *Journal of Public Budgeting, Accounting & Financial Management*, 15(1), 23-40. doi:10.1108/jpbafm-15-01-2003-b002

DiNapoli, T. P. (2009). *Strategic planning* (New York (State)). Office of the State Comptroller. Division of Local Government & School Accountability. Albany, NY: New York State, Office of the State Comptroller, Division of Local Government and School Accountability.

### **Continuing Projects, Funded in 2018-2019**

- Disposal & Recycling Center Inflow Storage and Household Hazardous Waste (CP18-05)
  - Status: in progress; RFQ awarded for initial work; project to be completed in 2020; funding approved with FY19-22NCO; applied for state funds in FY18 and FY19 Legislative Requests; project modified/expanded for 2019 from original DRC Pre-Processing Storage Project
- Household Hazardous Waste Facility (CP18-07)
  - Status: work to be completed in 2020 after inflow storage project (above) is completed; funding approved with FY18-22NCO; applied for state funds again in FY20; previously included in FY18 and FY19 Legislative Requests
- Disposal & Recycling Center Compost Yard Improvement (CP19-06)
  - Status: in progress; design work complete; RFQ issued spring 2020 with work to be completed in 2020; funding approved with FY19-22NCO; 2018 design work funded through operating budget; applied for state funds in FY19 Legislative Request; project modified/expanded for 2019 from original Disposal & Recycling Center Composting Facility project and Composting Quonset Replacement project
- Community Chest Facility Maintenance (CP19-02)
  - Status: in progress; work to be completed in 2020; funding approved with FY18-22NCO
- Gustavus Beach Improvements (CP19-03)
  - Status: in progress; work to be completed in 2020; funding approved with FY19-19NCO
- Gustavus Public Library Bike Shelter/Shed (CP19-08)
  - Status: revamped and included in 2020 projects; partial funding transferred with FY20-04NCO
- Gustavus Public Library Roof Repair (CP19-08)
  - Status: initial repairs funded in FY18-FY19 operating budget; full repair was 2019 capital project; RFQ will be re-issued in spring 2020; funding approved with FY20-04NCO
- Salmon River Harbor Clean-Up & Kiosk (CP18-01)
  - Status: in progress; work to be completed in 2020; funding approved with FY18-22NCO
- LIDAR (Light Detection & Ranging) Mapping (CP18-04)
  - Status: in progress; work to be completed in 2020; funding approved with FY18-22NCO
- Wilson Road Drainage Improvement (CP18-02)
  - Status: work on hold pending LIDAR analysis; funding approved with FY18-22NCO; NCO will be done moving \$30,000 of these funds into City Roads Improvement 2020 capital project. Wilson Road improvements will either be combined with the Roads Review Project if funded, or a separate CIP project to be determined by the Council.
- Good River Bridge Repairs (originally in operating budget)
  - Status: revamped and included in 2020 projects; originally funded in FY19-FY20 operating budgets but work has not begun. This project is upgraded to reflect an engineer inspection and repair estimate. The estimate from two different engineering firms for the evaluation and repair plans (permitting not included) is \$25,000. Construction estimates will be determined based on the results of the engineering work.

**Completed Projects in 2019, Funded in 2018-2019**

- Council Chambers Improvements (CP19-01)
- DRC Storage Bins & Pallet Jack (CP18-06)
- Gustavus Public Library Heating Control Upgrade (CP19-05)
- GVFD Stryker Power Cot and Power Load (CP19-04)

## **Part 1: FY20 Legislative Request for FY21 State of Alaska Capital Budget**

### City of Gustavus FY21 State Legislative Priorities

Submitted via CAPSIS on 2/12/20.

1. Gustavus Volunteer Fire Department Replacement AED/Monitor \$38,000  
Approved by the Gustavus City Council via Resolution CY20-02.  
Scoping document approved 2/10/20.
2. Gustavus Volunteer Fire Department Quick Attack/Wildland Firefighting Truck \$80,000  
Approved by the Gustavus City Council via Resolution CY20-02.  
Scoping document approved 2/10/20.
3. Container Designed as a Household Hazardous Waste Facility \$60,000  
Approved by the Gustavus City Council via Resolutions CY20-02, CY19-02, CY18-05.  
Scoping document approved 12/12/16.
4. Disposal & Recycling Center Main Building Replacement \$287,500  
Approved by the Gustavus City Council via Resolution CY20-02.  
Scoping document approved 2/10/20.
5. Fire Hall Architectural & Engineering Plans for Expansion \$30,000  
Approved by the Gustavus City Council via Resolutions CY20-02, CY19-02, CY18-04.  
Scoping document approved 2/12/18.
6. Public Library Architectural & Engineering Plans for Expansion \$30,000  
Approved by the Gustavus City Council via Resolutions CY20-02, CY19-02.  
Scoping document approved 2/11/19.

See Appendix A for a full narrative for each project.

## **Part 2: 2020 City-Funded Projects**

### **City of Gustavus – Fund In-House for 2020**

- FY21 Legislative Requests 1
  - 1. Gustavus Volunteer Fire Department Replacement AED/Monitor  
Amount = \$38,000
    - Status: reapply for Code Blue grant for \$15,000 and fund remainder of cost in-house after State of Alaska budget is passed

### **City of Gustavus – Additional Priorities for 2020**

- FY21 Legislative Requests 2, 3, 4
  - 2. Gustavus Volunteer Fire Department Quick Attack/Wildland Firefighting Truck  
Amount = \$80,000
    - Status: fund in-house or continue seeking grants after State of Alaska budget is passed
  - 3. Household Hazardous Waste Facility  
Amount = \$60,000
    - Status: maintain funding in-house (FY19-22NCO for \$59,450) after State of Alaska budget is passed
  - 4. DRC Main Building Replacement  
Amount = \$287,500
    - Status: fund in-house after State of Alaska budget is passed
- Fire Hall Rain Cistern System \$25,000
- City Hall Copier/Printer/Scanner/Fax \$5,500
- Good River Bridge Repairs – engineering only \$25,000
- City Road Improvements \$30,000
  - NCO to use Wilson Road Improvement funds allocated in prior year
- Library Bike Shelter/Shed (plus \$15,000 allocated in prior year) \$10,000

See Appendix B for a full narrative for each project.

### **Part 3: Mid-Range Projects**

- FY20 Legislative Requests 5, 6, if unfunded by State
  - 5. Fire Hall Architectural & Engineering Plans for Expansion  
Amount =\$30,000
  - 6. Public Library Architectural & Engineering Plans for Expansion  
Amount =\$30,000
- Public Drinking Water Point-Source Project Development
- Disposal & Recycling Center Baler Purchase
- Disposal & Recycling Center Three Phase Power Installation
- Disposal & Recycling Center Refurbish/Repurpose Compost Quonset
- Gravel Extraction Improvements
- GVFD Structural Firefighting Gear
- Salmon River Boat Harbor Fish Waste Disposal Bin
- City Hall Partial Building Remodel
- Landscape Design Consultation
- GVFD Utility Pick-Up Truck
- GVFD Water Tender/Road Water Truck
- Grandpa's Farm Road Bridge & Culvert
- Disposal & Recycling Center Groundwater Monitoring Well Replacements
- Disposal & Recycling Center Glass Pulverizer – Refurbish or Replace

See Appendix C for a full narrative for each project.

## **Part 4: Long-Range Projects**

- Volunteer Fire Dept. Building Expansion & Roof Repair
- City Hall Driveway Relocation or Riverbank Stabilization
- Refurbish/Reconstruct Old Preschool/Post Office Bldg. Phase 1-2
- City Hall & Fire Hall Energy Audit Repairs
- GVFD Edraulic Extrication Equipment
- 911 System Upgrade
- GVFD Electric Meter Installation
- Gustavus Public Library Building Expansion
- Disposal & Recycling Center Shredder
- Disposal & Recycling Center “Waste to Energy” Equipment
- Disposal & Recycling Center Drive-On/Vehicle Scale
- Disposal & Recycling Center Equipment Garage
- Disposal & Recycling Center Styrofoam Densifier
- Disposal & Recycling Center Landfill Closure
- City Electric Vehicle
- Salmon River Harbor Waterless Restrooms
- Salmon River Harbor Public Floats

See Appendix D for a full narrative for each project.

## **Part 5: Other Community Projects**

This is an incomplete list of other capital projects occurring in the City of Gustavus by other organizations, included here for context only.

### **Other Community Projects in Progress**

- Gustavus Community Center Construction (finished spring 2020)
- State of Alaska DOT/PF Ferry Dock Refurbishing (Spring 2020)
- Southeast Alaska Regional Health Consortium (SEARHC) New Gustavus Clinic (2021)
- Electrical Intertie with Glacier Bay National Park (beginning fall 2020)
- State of Alaska DOT/PF Gustavus Airport Project (near-term)
  - Repaving apron, taxiways, and maybe runway?

### **Other Potential Capital Project Needs in Gustavus**

- Building for Gustavus Children's Enhancement Program dba The Rookery
- Gustavus School Gym Remodel/Replacement

## **Priority 1. Gustavus Volunteer Fire Department Replacement AED/Monitor**

### **Project Description & Benefit**

The Gustavus Volunteer Fire Department (GVFD) would like to replace its Phillips MRx cardiac AED/monitor with a new Physio Lifepak15. Phillips discontinued the MRx in May of 2017. They are only supporting its MRx customers through December 31, 2022 with service parts, accessories and consumables. Phillips has discontinued building the MRx partially due to a class 1 recall that was issued in October 2017. Our serial number was in the recalled group and fixed by a technician that came out to Gustavus in 2018.

This piece of equipment is one of the most valuable pieces of equipment that is carried on the ambulance. It shocks the heart when it is in cardiac arrest and monitors patient's vitals throughout the emergency. This is a device that all Advanced Life Support (ALS) ambulances have in them. This device used in conjunction with chest compressions can save lives.

As far as performance and functionality goes, the Physio Lifepak15 is essentially the same thing as the Phillips MRx. The Lifepak15 is used and trusted by most Emergency Medical Service (EMS) providers in Southeast Alaska along with Airlift Northwest medevac teams. This device gets used on every EMS call that the GVFD responds to.

The Lifepak15 is an Automatic External Defibrillator (AED) with built-in patient monitoring capabilities. Every ten minutes, it is programmed to monitor and read: blood pressure, oxygen levels in the blood, and the pulse. If the patient is having cardiac problems, during the early phase of the attack, we can wire them to the monitor and take a picture of their heart. With that picture the hospital can locate a STEMI (ST-elevation myocardial infarction) and send them to the most appropriate hospital for the patient's needs. It also stores all the vitals it gathers and prints off a nice timeline to help track trends or aid in report writing. It also has the capabilities to transmit data to the receiving hospital before patient arrival and into our report writing program.

### **Plans & Progress**

The fire chief applied for the Southeast Region EMS (SEREMS) Code Blue Phase 2019 grant and likely would have received \$15,000 to put towards the Lifepak15, but the Code Blue grant program was vetoed in the governor's budget cuts. If the grant was funded, it would have two years to spend the money. The fire chief will apply to Code Blue Phase 2020 and is also searching for other funding sources to help offset any cost to the city.

**Total Project Cost**  
\$38,000



## **Priority 2. Gustavus Volunteer Fire Department Quick Attack/Wildland Firefighting Truck**

### **Project Description & Benefit**

This project replaces Engine 27, which is contaminated with PFAS and is no longer useable. The loss of Engine 27 has changed operations in the fire department. Engine 27 was used in two ways. One as a portable fire hydrant staging at the water source to fill water tenders more quickly. The other was to gain access with a pump down tight driveways that Engine 1 cannot maneuver. Replacing Engine 27 will be done with a smaller 4x4 quick attack or wildland fire apparatus. There are multiple different used trucks available through the year from various dealers.

This benefits the community by adding another vehicle to respond to fires. It will be smaller making it able to maneuver the roads better and quicker when then are wash boarded. It should be emphasized that the addition of this vehicle significantly increases the GVFD's ability to respond, especially to fires outside the reach of the Engine 1. Rough roads, limited access, fast response – wouldn't you want this capability if your house was in the path of a fire, or worse yet – on fire?

Most of this style truck range up to a 1,000 gpm pump, 30-gallon foam cell, up to a 1,000-gallon water tank, and storage for SCBAs, lighting, and other fire operation appliances.

Once funding is approved and an apparatus is located that fits the GVFD needs, the vehicle will need to be physically inspected by a staff member. The vehicle likely would be shipped to Washington to reduce miles driven and then ferried from Bellingham.

### **Total Project Cost**

\$80,000. An example vehicle is shown below.



### Priority 3. Container Designed as a Household Hazardous Waste Facility

#### Project Description & Benefit

The project will be to purchase, install, and operate a portable containerized facility for receiving, processing, storing, and shipping hazardous wastes from households, State and local agencies, and businesses in Gustavus.

Gustavus residents, government agencies, and businesses purchase, use, and dispose of products that constitute hazardous waste under state and federal regulations. Hazardous wastes are waste materials that pose significant threats to public health or the environment and include materials that are flammable, reactive, corrosive, dangerously toxic, or are specifically listed in EPA regulation as hazardous wastes. The Gustavus Disposal & Recycling Center (DRC) is not permitted to landfill wastes classified by EPA as hazardous wastes. Such wastes must be shipped to specific hazardous waste facilities. The majority of hazardous waste generated in Gustavus can be broadly characterized as household hazardous wastes, however, which are less regulated than industrial hazardous wastes. These are wastes from products commonly used by households, such as paints, solvents, pesticides, drain cleaners, antifreeze, waste fuels, batteries, and the like. While they are exempt from EPA hazardous waste regulations, they are nevertheless hazardous, and it has been DRC practice not to landfill them. Generally, the DRC does not accept such wastes except under occasional special collection and shipping opportunities.

The DRC does not regularly receive household hazardous waste. The community lacks a regular and proper means of disposing of these common wastes, so many residents either store such materials indefinitely on their property or dispose of them improperly outside the controlled waste stream. These practices present hazards to public health and the environment and potentially degrade property values. Furthermore, occasionally household hazardous waste is inadvertently received by the DRC and then must be stored until a shipment opportunity can be arranged. The DRC currently has storage of such waste in a container on-site, but that storage does not meet requirements for proper storage of hazardous waste.

The intent of this project is to provide capacity for the DRC to receive household hazardous wastes and universal wastes regularly and more efficiently and to process and store them for shipping in a safe and environmentally responsible manner. Hazardous waste handling is an assigned responsibility of the DRC under its enabling ordinance.

Funding is being requested to purchase a container designed for household hazardous waste collection that includes spill containment, ventilation, shelving, and signage. The proposed container is fully constructed at a facility in the lower 48 and is ready to use upon arrival in Gustavus.

#### Total Project Cost

Total for container in Gustavus with all options:	\$51,559
Site work:	\$3,000
Supplies:	\$1,000
Contingency 7%:	\$3,890
Project total (rounded):	\$60,000



## Priority 4. Disposal & Recycling Center Main Building Replacement

### Project Description & Benefit

The proposal provides for a long-term solution to the necessary space of the next 20-years. The DRC is a regional and state example of recycling and solid waste disposal for rural communities because of the years of developing environmental best practices. The cost of steel is currently affordable, the timing is optimal for attaining the necessary space.

Perhaps more importantly, with the Frontcountry plan going into action in 2020 and the project growth as discussed above, the DRC needs significant improvement to address the demand. Safety of patrons and operators should not be ignored as increase in materials will result in more people in conflict with operations.

To construct a new main building of 6,000SF with at least 2 bays and 1 man-door. There will be a concrete floor as well as areas of the building that have concrete push walls.

The existing main building is too small to safely operate the functions of the DRC. The goal of the project is to construct the new building providing adequate, safe space for customers and staff.

The objectives will be as follows:

1. Purchase the building kit (metal building)
2. Perform site development to provide the pad for the building
3. Install necessary infrastructure such as 3-phase power and other electrical work, foundation, water supply, and wastewater systems

### Total Project Cost

\$287,500

\$80,000	Building from Future/Toro (Michigan) delivered and stamped by Alaska engineer
\$30,000	Assembly/Construction of building
\$100,000	Site development & Infrastructure
\$20,000	Demolition of existing building
\$57,500	Overrun @25% contingency – covers any pre-development consultations



## **Priority 5. Firehall Architectural & Engineering Plans for Expansion**

### **Project Description & Benefit**

This project is the first phase to explore the feasibility of increasing the floor area and replacing the roof of the Gustavus Volunteer Fire Department's building. Funds would be used to contract with a company to determine the most cost-effective method for replacing the roof and expanding the usable area to increase service areas to accommodate additional storage for equipment and supplies and live-in quarters.

The main structure of the Gustavus Volunteer Fire Department (GVFD) building was built by volunteers around 1981. In the early 1990's, it was expanded to include a third bay. Since, then, the needs of the fire department have continued to grow. This project would expand the fire hall garage, which will create more storage space, bring the building into safety compliance, and provide overnight living quarters. The living quarters will allow for a Firehall live-in program which will reduce response times during non-business hours.

GVFD has a full-time Fire Chief, hired by the City of Gustavus in July 2016, and a non-profit organization coordinating 30 volunteers for fire and EMS response and dispatch services. Skill training is conducted one night every week, with CPR, EMT, and ETT classes offered every year. In August 2017, the City of Gustavus purchased a 2003 Pierce International fire engine for \$113,800 plus shipping. The City also continues to successfully receive multiple annual grants for training and equipment. The GVFD is a thriving and growing organization.

This expansion would create a kitchen and full bathroom upstairs along with bunk rooms. It would also create a larger classroom/training room. It would update the building's aging electrical and lighting in hopes of making the building more energy efficient. Safety improvements would include an additional second story exit and a vehicle exhaust system for the garage. In the garage, it would create separate rooms for storage of EMS supplies and Fire Equipment. It also would create some much-needed space in the garage to be able to work on various equipment without having to remove vehicles into the elements. A bigger garage space also will allow us to store equipment that is currently outside.

The Gustavus Citizens will benefit by having a larger and more organized department, which will ultimately make the operation run more efficiently. The direct beneficiaries are the volunteers at the fire department. Expanded space will also result in longer life for GVFD equipment which is currently stored outside.

In 2016, a local construction company working on the roof noticed lots of roofing materials that were tacked down inadequately and believed there could be damage underneath some of the roof on the main building due to water leakage. This is a hot roof, which is sealed and does not allow air to circulate. If a hot roof gets condensation inside, mold can spread rapidly.

The project would include two phases, Design is Phase 1 and Build is Phase 2. Both are contingent on funding. As soon as funding is secured, Phase 1 of the project could commence.

### **Total Project Cost**

\$30,000

## **Priority 6. Public Library Architectural & Engineering Plans for Expansion**

### **Project Description & Benefit**

This project is the first phase to explore the feasibility of increasing the floor area of the Gustavus Public Library. Funds would be used to contract with a company to determine the most cost-effective method for expanding the usable area to increase service areas (e.g. bookshelves, workspace for computers, reference materials, DVDs, etc.).

When the library was constructed it was done with anticipation of expansion as an add-on to the side of the building. The City has construction blueprints of the library showing the location of the expansion. However, an alternative to expanding out from the building is expanding up. This alternative has possible advantages including lower construction costs, better use of existing utilities such as heat circulation, not enlarging the footprint, and an interesting architectural design.

The project will be accomplished in two phases: 1) architectural design and engineering; and 2) construction. This funding request is for Phase 1, which will address expansion option feasibility and costs. Phase 2 will look at construction elements that will be determined by cost, funding, and other unknown factors.

The Gustavus Public Library was built by volunteers, grants and donations. When the blueprints were drawn the building was designed for an expansion at some future date. As the population of Gustavus has grown significantly since the late 80's and early 90's, we find that we need more space to better serve the public. As librarians, we are taught to constantly and methodically weed out books to keep things moving and pertinent to the public. However, even with these efforts, we receive comments of the library being "too cluttered".

During the Spring, Summer and Fall months, we are a hub for visitors. Many come to learn about Alaska or Gustavus and its history itself. As a part of this expansion, we would like to see a small portion sectioned off as the "Alaska Room" where those interested can go spend some quiet closed off time (if desired) browsing the bookshelves for the exact local topic they are looking for or one would be able to sit at a small table with some friends and have a small meeting.

The other part of the expansion would serve children, specifically teens. We desperately need a space that tweens and teens want to be in, semi-secluded and surrounded by fun and informational books and magazines. The existing "kid's room" space would stay roughly the same but move into the new expansion, leaving more room in the main circulation area for adult and juvenile books.

Expansion of the library goes back to the initial design. The architectural plans identify a possible expansion point, indicating that the original conversation for the library recognized that it would need to be expanded at some point.

### **Total Project Cost**

\$30,000

## **Fire Hall Rain Cistern System**

### **Project Description & Benefit**

Currently, the Gustavus Volunteer Fire Department (GVFD) has non potable water. This project is to first supply water to the department and in the form of drinking quality water. Besides having clean drinking water, the fire department equipment and apparatus are expensive and should be to clean and maintained with drinking quality water to prolong the lifespan.

The project would include installing a 10,000-gallon water tank inside a shed structure to keep the water above freezing. The water would be run through a filter system such as reverse osmosis before being distributed throughout the building. The project would also replace the old cleaning sink with a three well sink to do a better job at disinfecting EMS equipment and add in a new washing machine dedicated to only clean material and not fire gear. The washer we have now has been used with dirty fire gear, which contains carcinogens.

The water will be also used for firefighting purposes during drought conditions. The water can be used for drinking water supply during big emergencies or during evacuations. After using pond, creek, or saltwater the water would be used to flush the pipes of the fire trucks to maintain them in tip top shape.

In summary, a rain cistern would provide drinking water, clean water for flushing of the firetruck, and water storage for firefighting.

### **Plans & Progress**

Inquiries have been made for quotes. Research is also being done on the possibility of using a Conex to store the equipment and tank instead of a shed. The FY20 operating budget includes funding for drinking water in the building from the well through the GVFD Contractual Services line item.

### **Total Project Cost**

Up to \$25,000

## **City Hall Copier/Printer/Scanner/Fax**

### **Project Description & Benefit**

City Hall's Canon Color ImageRunner C2350 is no longer fully functional. A smaller desktop Brother printer was purchased in December 2018 but has proved to be too slow when large volume documents need to be printed, such as the packets for the monthly general meetings. A full-size floor model multi-function machine is needed again. Proposed is a refurbished Ricoh Aficio MP4054 (\$5,500) or similar model.

### **Total Project Cost**

Approximately \$5500. Unknown until a model is chosen.

## **Good River Bridge Repairs**

### **Project Description & Benefit**

The Good River Bridge on Good River Road was built in the 1980s and has had very few repairs over the decades. Every two years, the State of Alaska DOT/PF inspects the bridge. Our inspections of 2015, 2017, and 2019 identified the need for repairs to the bridge. Of particular concern are the need to replace rotting guard rail supports and to replace eroded embankment fill where a side stream enters the Good River at the northwest corner of the bridge. This project has been ignored too long and needs to be addressed before the bridge fails.

The Project will contract with a civil engineer to evaluate and make recommendations on the actions to take to make the repairs. The repairs will be implemented as weather permits.

### **Plans & Progress**

Repairs will accomplish all the deficiencies indicated in the 2019 inspection report on file. This project was originally earmarked in the FY19 and FY20 operating budgets, but general and emergency road maintenance have taken priority of those funds.

### **Total Project Cost**

Civil Engineer: \$25,000 based on “ballpark” estimate from Juneau engineer.

Repairs: \$25,000. To be determined by engineering evaluation.

Total Project Cost: \$25,000 for engineer work. Repair costs to be determined.

## **City Road Improvements**

### **Project Description & Benefit**

This project will improve city roads to primary level of service from which necessary improvements to better serve the community can be determined. The project scope begins with contracting the professional services of a road engineer to evaluate and make recommendations for the entirety of city roads. The objective of this element is to determine the best practices available to provide sustainable roads in Gustavus. Utilizing LIDAR mapping that should be available by summer of 2020, the contracted road engineer can evaluate the existing road program practices. After analyzing the existing conditions, recommendations as to the best methods to address flooding, to address the consistent and rapid road deterioration, and to enact preventive measures in an effort to extend the life of road work (minimize or eliminate rain-event potholes, flooding, and other road maladies). The project continues with improvements that includes specific work as follows:

- a.** Ditch stabilization along Wilson Rd and Rink Rd to prevent washouts
- b.** Preventive Maintenance Program
- c.** Road Material Improvement
- d.** Alternate road surface procedures

### **Plans & Progress**

Immediate Improvements. The objectives of a, b, c, and d above are as follows:

- a. The drainage ditch along Wilson Rd and Rink Rd has had several washouts over the last couple of years. Discussing the situation with the city’s road maintenance contractor, it is recommended that stabilization utilizing the newly acquired rock at strategic points of the ditch could prevent several of the hypothesized causes of the washouts.
- b. Implementing a preventive maintenance program requires bringing the road condition to a base level to maintain. Brushing, ditch vegetation removal, road surface improvement, and other repairs from the lack of attention to the roads should reduce

the emergency response occurrences and reduce continuing repairs caused by not addressing road maintenance.

- c. Road material could be the principal cause for many of the road maintenance problems. Acquisition of a small rock crusher that is capable of reducing the larger river-rock from the gravel pits and supplementing the gravel with binding material could extend the life of repairs and reduce road surface maintenance.
- d. Alternate road surface procedures have been tried by the city's road maintenance contractor with good results. The procedure may require additional funding to replicate the results in the test areas.

### Total Project Cost

Phase 1 funded in 2020: \$30,000 for the evaluation, using the City's LIDAR maps (evaluation funded through NCO, transferring \$30,000 that was previously allocated to capital project Wilson Road Drainage Improvement (CP18-02, funding approved with FY18-22NCO)). The \$30,000 amount is a "ballpark" estimate from a Juneau engineer on March 18, 2020. The evaluation will provide recommendations, and costs can be projected from the report.

Phase 2, implementation of the engineer's recommendations regarding the topics listed above, is of unknown cost and not currently funded.

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## **Gustavus Public Library Bike Shelter/Shed**

### Project Description & Benefit

Patrons and staff of the City of Gustavus Public Library (Library) have been in need of a safe, dry, covered area to park bikes and gather outside of the Library. Initial plans were to utilize the generous volunteers of the community to construct the bike barn (see attached aerial with proposed location). However, recognizing that the bike barn is a City building, it needs to meet minimum construction standards. Therefore, in addition to construction, this CIP project includes plan engineering.

The demand for the bike barn is increasing as the use of the Library increases. It is estimated that 20 bikes can assemble at the Library during peak times. The intent of the bike barn is to accommodate 40 bikes (allowing for growth) and 1 or 2 picnic tables for people to sit and talk or use the Library wi-fi or cell phone coverage.

This project will benefit the Gustavus community by providing safe, dry, covered bike parking and gathering area for those who prefer to ride bikes, students and adults, and employees.

The land belongs to the Chatham School District and if the project is approved, a request will be made to the Regional School Board and, approval for the project given, before any funds are spent.

### Plans & Progress

The bike shelter was submitted as an Endowment Fund Grant (EFG) application on 10/31/17. The City Council chose not to fund it through the EFG process but instead to review and plan for it internally.

Previous efforts to construct the bike barn with volunteers, on a shoe-string budget never materialized primarily because of the requirement to have the building meet State of Alaska minimum construction standards to provide snow and wind load capacity in addition to building safety. Most recently, the bike barn was combined with the Library roof project. However, that project has been delayed and the need for the bike barn has reached a critical point and it is necessary to request this project on its own.

Previous conceptual designs are not being considered as the building will be designed by an engineering firm. The concept is an open area with bike racks to accommodate 40 bikes and at least 1 picnic table. The project will utilize the most cost-effective materials and labor, including volunteers when permitted

#### Total Project Cost

\$25,000

\$15,000 was initially approved in the 2019-2024 Capital Improvement Plan. \$10,000 already transferred to checking and \$5,000 already transferred to AMLIP Capital Project Current account via FY20-04NCO.

## **Public Drinking Water Point-Source Project Development**

### **Project Description & Benefit**

This project would contract with a company to produce a report that will identify a water source(s) to create a point-source for public drinking water access, a method of treatment that meets the applicable Alaska Department of Environmental Conservation regulations for standards to provide drinking water, and a proposed system for operating the water utility.

This project would also contract for the installation of a water program that provides for the installation of the necessary equipment to operate a water utility.

Based on the Council's determination on the implementation of the water utility, this project could also facilitate the operation of the water utility.

### **Plans & Progress**

The preferred project plan will be to apply for a Village Safe Water (VSW) grant for a study to determine the need and best approach to create and operate a water utility.

### **Total Project Cost**

Unknown at this time. However, other communities that have used a point-source for a water utility for a community similar in size to Gustavus have spent approximately \$100,000. If a VSW grant is received, the study should provide estimated costs.

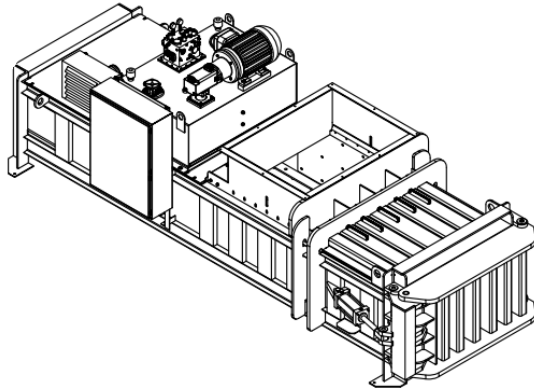
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## **Disposal & Recycling Center Baler Purchase**

### **Project Description & Benefit**

To address the inefficiencies of the current balers, it is proposed to purchase a new, or high-quality used, horizontal baler such as the American Baler Company's NF 4560 or the Harris Barracuda. These balers are oriented horizontally rather than vertically which allows them to have more steel in their construction, a stronger baling chamber, larger hydraulics, and a larger three phase motor. These improvements give the machine greater compression which improves bale density. Denser bales benefit the operation whether the material being baled is being shipped out or the material is being placed in the mound. With a denser bale, more material can be made to fit in a given area.

A "closed-door" baler type has been selected which allows for baling a wide variety of materials (independently) such as raw garbage, aluminum cans, cardboard, and scrap metal/white goods. The baler would be fitted with an in-feed hopper to allow greater throughput of material (unlike the current balers which are hand-fed). Both models can also utilize an in-feed conveyor at such a time in the future that a further increase in the amount of material flow requires it. A horizontal layout also allows the baler to use the strength of its large hydraulic ram to push bales out of the baling chamber. This is unlike the DRC's current vertical balers which rely on the less robust dump tray mechanism to remove bales from the baling chamber. Dump tray mechanisms are only able to force bales part way out of the baling chamber which for certain materials (raw waste, metals, and plastics) requires the Operator to use a loader to force the bale the rest of the way out of the baling chamber; this extraction method is difficult and risks damage to the baler.



### Plans & Progress

Construction of the new DRC building and installation of three phase power must occur before a new baler can be installed and used.

### Total Project Cost

American Model NF 4560 Horizontal Baler \$154,630 shipped to Seattle

Freight Seattle to Gustavus – \$6,000

Installation cost – \$3,000-\$6,000

Installation would include the hiring of a construction firm to lift the baler off the shipping flat, move it to its designated place of operation, anchoring it into the concrete, installing any attachments that were removed for shipping, connecting all electrical equipment (disconnect and conduit), and installing hydraulic oil if it was removed for shipping. If a new unit is purchased, final electrical connections and training from the sales staff comes with the purchase.

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## **Disposal & Recycling Center Three Phase Power Installation**

### Project Description & Benefit

Three phase power is an important foundation to improving the Disposal & Recycling Center (DRC), as most industrial scale equipment, even equipment the DRC is using now, uses three phase power. It provides more power and can power larger motors than single phase power can. Alaska Power and Telephone (AP&T) has noted that to provide three phase power to the DRC, the three underground lines would have to cross State Dock Road by the Gustavus Chapel. When the Glacier Bay National Park electrical intertie work is underway (as early as 2020), there will be equipment in town for that project that is able to tunnel under the road. If the city can install three phase power while the equipment is present, it will save the city money instead of waiting to perform the installation when it comes time to actually hook the DRC up to three phase power.

### Plans & Progress

A quote from AP&T was requested for what it would cost to provide three phase power to the DRC. This quote is a part of the planning process for the future of the facility.

City of Gustavus Resolution 2009-11 in support of the extension of a three-phase electrical feeder along Dock Road included a whereas as follows:

“Whereas, the Gustavus Disposal and Recycling Center presently has three phase equipment and would benefit from being able to connect to three phase grid power...”

### Total Project Cost

Unknown – waiting for quote from AP&T. AP&T needs to know the size of the transformer, which would be informed by the work of an electrical engineer as part of the new DRC building’s plans.

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## **Disposal & Recycling Center Refurbish/Repurpose Composting Quonset**

### Project Description & Benefit

This project would allow for tarp free storage of outflow recyclables. This project would make it easier to accumulate shipment-ready quantities of materials that take greater lengths of time to build up and are shipped in containers, such as cardboard boxes or fiber supersacks that deteriorate when stored in outdoor conditions.

Once the existing food waste Quonset is replaced with a new structure, the old steel frame of the Quonset is still usable, it just needs:

- 1) a new location
- 2) new pony walls
- 3) new fabric

The metal tubing that makes up the frame of the existing 30’ x 48’ Quonset structure would be reused, and a new cover fabric would be purchased and mounted on a new ~4’ high pony wall made up of concrete ecology blocks. In 2018, this project was estimated at ~\$15,000. This project cannot happen until the new composting facility has been built and the existing Quonset has been disassembled.

The new proposed location is an undeveloped area behind the office beside the composting yard.

This new structure would be for (recyclable) "Outflow" material that is flowing "out" of the main building. This is bales of plastic, aluminum, etc. that need to be stored prior to shipment. Depending on the material, it can take several months to build up a sufficient quantity to make a van load. Currently the DRC has no outflow storage. Tarps and other subpar methods are used that make for more work for the Operator(s) keeping everything covered during wind events. The DRC needs a dedicated, covered area to be able to store a variety of shipment-ready materials. This will reduce labor and improve efficiency.

The new pony walls are proposed to be made up of the concrete blocks like the ones used to create the backwall for the food waste mixing station in the composting yard. It needs to be material that lasts but can also be rearranged in the future if need be. The metal tubing that holds the fabric that makes up the roof of the Quonset would be fastened to the concrete pony wall with a 4" x 8 wooden board that is fastened to the concrete blocks. This is a very similar setup to what the Quonset has now.

For fabric replacement, Clearspan, the maker of the Quonset kit, sells new covers for their old models. The fabric is rated for 10 years but the current fabric has already lasted 12+ years, so it is presumed this could occur again with the new fabric.

### Plans & Progress

The project cannot commence until the new composting structure is in place. The 2017-funded project "Disposal & Recycling Center Driveway Improvements" that was completed in 2018 included some rough work on improving the new location for the Quonset. The new composting structure is planned to be built in 2020.

### Total Project Cost

Estimated at \$15,000

New fabric (includes ratchets, etc.)	\$3,000
Freight	\$1,000
22 concrete blocks, purchase, & setting on prepared surface \$350 x 22	<u>\$7,700</u>
Subtotal	\$11,700
13% Contingency	<u>\$1,540</u>
Total	\$13,240
Labor and parts to reassemble (80 hrs. x \$20.00 + payroll taxes)	\$1,760

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## Gravel Extraction Improvements

### Project Description & Benefit

At some point in the very near future the current gravel pits will need to be expanded deeper or a new location will need to be developed. A project was completed in 2016 that evaluated the current gravel pits.

### Plans & Progress

The potential of obtaining a significant additional amount of gravel from the existing pits could be realized by utilizing a drag-line system. The concept is to have a large bucket dragged across the bottom of the pit versus the existing method of tractors that are limited by reach. This process could provide several years of supply through a few years of excavating. This project has several variables that will impact cost, but an estimate of \$500,000 for the equipment and operations is reasonable.

Initial project scoping approved 5/13/19 but funding was postponed until further research could be completed.

### Total Project Cost

\$500,000

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## Gustavus Volunteer Fire Department Structural Firefighting Gear

### Project Description & Benefit

Currently, most of the fire gear at GVFD has a manufactured date of 2012. Unlike the 15-year lifespan of our other protective equipment, the self-contained breathing apparatus (SCBAs), the fire gear's life span is 10 years. This gear goes hand and hand with the SCBAs purchased in 2019. In 2017, the GVFD was awarded the Globe Gear Giveaway Grant, and we received 5 sets of pants and coats. The current gear that was purchased in 2012 was fitted to the volunteers

that were on the squad at that time. We have very few of those people still involved today, and the volunteers are making the best of it currently.

### Plans & Progress

As of January 2020, 15 sets of structural firefighting gear are needed in 2022.

### Total Project Cost

Minimum of \$82,500

These are initial dollar figures. As the time of purchase approaches, a quote from a distributor will be obtained with a quantity discount, if possible. Prices on this equipment go up every year. It could cost \$5,500 or more to outfit a firefighter in the required safety gear. If more volunteers are involved, more gear would be needed in 2022, when we need to purchase the new gear. The Fire Chief will be seeking out and applying for grants to obtain as much funding as possible.

Helmet	\$ 450.00
Boots	\$ 450.00
Pants	\$2000.00
Coat	\$2200.00
Hood	\$ 130.00
Gloves	\$ 100.00
Shipping, etc.	\$ 170.00
Total for 1 complete set = \$5500.00	




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## Salmon River Boat Harbor Fish Waste Disposal Bin

### Project Description & Benefit

This project would create a fish waste disposal bin in the Salmon River Boat Harbor. The bin would be constructed to be unattended, weather-proof, and bear proof. There would be signage to reduce contamination and an inner container that could be shuttled to the DRC for processing. The bin would provide a convenient place for anglers to dispose of fish carcasses, which are currently being left on the beaches, encouraging bear activity, or disposed of into the water off the State dock, encouraging Steller sea lion habituation. The fish waste would be collected and used in the Disposal & Recycling Center's composting facility to enhance the compost product.

### Plans & Progress

Coinciding with new compost facility.

### Total Project Cost

Unknown purchase/construction cost. Labor for emptying would likely be done by DRC employees and the Marine Facility Coordinator.

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## **City Hall Partial Building Remodel**

### **Project Description & Benefit**

The City Hall original building is in need of a facelift. An addition was built 2012-2015, and this part of the building does not need further work. The front room, however, has not been remodeled in some time. The walls have been painted and a new dais has been acquired. However, new carpet should be installed at least in the Chambers, the three windows on the east side of the building should be replaced, and updated lighting (LED) fixtures should be installed.

### **Plans & Progress**

As part of this remodel, the City may want to consider creating an electric vehicle charging station, for use by a City vehicle and possibly the public.

The improvements will benefit the Gustavus community by providing a comfortable, safe, and professional space to conduct City business. The recent improvements (paint, dais, staining the ramp, new City Hall sign, podium, wireless projector, etc.) have already made a difference. These improvements project the pride and professionalism our local government.

### **Total Project Cost**

\$15,000

## **Landscape Design Consultation**

### **Project Description & Benefit**

City Hall and the Gustavus Beach are both slated for some type of significant landscaping work over the course of the next few years. The road to City Hall is threatened by erosion from the Salmon River, and a plan must be developed to stabilize the riverbank or relocate the road which will affect Salmon River Park. The beach will potentially require trail design, vehicle flow routing, and signage.

At City Hall, the current entryway is unprotected from the elements, and the trim and door jamb are showing signs of water damage. A possible remedy is to extend the roof 6-8 feet from the door, providing for a covered entry to protect the building and allow citizens with bikes, strollers, dogs, etc., to keep things dry while conducting city business. As part of this project, the footers for the awning could tie into a new small adjoining deck (or simply stairs to the lawn in front of the Clerk's windows) to provide a small outdoor seating area.

All of these projects would best be approached with a professional comprehensive design that can be viewed by the citizens of Gustavus and approved by the City Council. This project would allow the city to hire a professional landscape architecture firm to work with the appropriate city representatives to develop design plans for each of the three projects.

All of these sub-projects are conceived as having two phases:

1. Phase one is landscape design consultation.
2. Phase two is the implementation of the chosen design for each sub-project:
  - City Hall Driveway Relocation or Riverbank Stabilization
  - City Hall Entryway Awning & Deck
  - Beach Landscaping & Signage

## Plans & Progress

State of Alaska visited the Salmon River in April 2018 and took pictures of the erosion by City Hall and its approach to the rock riprap under the Salmon River bridge. The riverbank is state land. Beach improvements are underway through a separate capital project.

## Total Project Cost

Unknown – determined via RFP.

## **Gustavus Volunteer Fire Department Utility Pick-Up Truck**

### Project Description & Benefit

The Gustavus Volunteer Fire Department (GVFD) currently has no pickup truck and relies on volunteers' pickups to do various tasks around the department. This project would purchase a 4WD truck to carry a water pump and other equipment and to pull the wildland fire support trailer.

GVFD has a 64-horsepower pump that was donated by Capital City Fire Department that can move 575 gpm of water at 100 psi. In a test, GVFD flowed water from the firehall through 1500 feet of 3-inch hose and were still able to shoot water over the trees at the beginning of Willow Drive. The plan would be to mount this pump to the pick-up truck and be able to maneuver it as close as we can to a water source, and either be able to supply the fire engine directly or be able to at least transport water closer to our fire scene. The same pump can fill our current water tenders in half the time, once the operation is set up. This would basically turn the pick-up truck into a portable hydrant.

GVFD also has a large road trailer that is being renovated into a wildland fire support trailer. Inside will be wildland firefighting protective gear, tools, appliances, pumps, hose, chainsaws, and anything else that might be needed on scene.

This truck would only be used as an operational vehicle. This would eliminate the need to use personal vehicles for hauling equipment, trailers, picking up after calls, and trips to the DRC. This vehicle purchase could potentially replace Engine 27 in the future.

## Plans & Progress

A make/model/year has not been selected, but GSA auctions are being monitored for suitable vehicles.

## Total Project Cost

\$15,000 used to \$60,000 new. Prices were from dealerships in Washington State.

## **GVFD Water Tender/Road Water Truck**

### Project Description & Benefit

The Gustavus Volunteer Fire Department currently has two water tenders: a 1981 International and a 1987 international. Both tenders carry 1500 gallons of water each. Tender 1 is an automatic transmission, and Tender 2 is a manual transmission, which can be tough

for a volunteer to drive. Neither truck was made for tendering water to a fire, but they are functional.

According to NFPA and OSHA, each tender should have two people during operations: one person driving and one person to help the driver operate safely by helping them back up, stopping traffic, and help with tendering operations. When a fire happens, GVFD would prefer to have as many volunteers working on the fire scene as possible and not engaged in driving vehicles.

This project would invest into one larger 4000-gallon water tender that also has road sprayers. Not only would it reduce manpower of the fire department in an operational scene, but the truck could be used in the summer months spraying water on gravel roads, reducing the dust. One of the current tenders does have a road spraying system. With only a 1500-gallon capacity, however, a lot of time is spent filling the truck with water, and it is challenging to get enough water on the roads to make a difference.

Both Tender 1 and Tender 2 could have some sort of resale value. The trucks are not unusable; GVFD could just be more efficient in our operations with one truck that carries more water.

#### Total Project Cost

Unknown

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### **Grandpa's Farm Road Bridge & Culvert**

#### Project Description & Benefit

This project will replace a perched culvert where Harry Hall Creek passes under Grandpa's Farm Road by the Maier/Lentfer residence. The culvert is becoming increasingly perched creating a barrier to fish passage, particularly for rearing Coho salmon. The road embankment at the crossing is also narrow with a steep drop-off into the stream, presenting a traffic hazard. A crib wall on the southwest end of the existing culvert is aging and expected to fail within a few years. The goal is to eliminate the traffic hazard and the fish passage restriction by replacing the culvert with a timber bridge.

The project will benefit residents and businesses on the road as well as the general public who use the road. It also benefits fish populations dependent on the stream.

#### Plans & Progress

Funding could come from the U.S. Fish & Wildlife Service (USFWS) and/or Alaska Sustainable Salmon Fund (AKSSF), as was done for previous bridge/culvert replacement projects on Mountain View Road.

#### Total Project Cost

Design documents are 95% with an engineer's estimate for the project of \$250,000.

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## **Disposal & Recycling Center Groundwater Monitoring Well Replacements**

### **Project Description & Benefit**

There are currently four active groundwater monitoring wells that are used to periodically sample the water beneath the 11-acre DRC parcel. One of the monitoring wells, originally installed in 1991, has gone dry, and the three remaining wells are sections of thin wall PVC drainpipe that lack sand screens at the bottom of the wells to reduce the infiltration of sand into the well. It is desired to replace each these four wells with new wells that are properly designed ground water monitoring wells.

### **Total Project Cost**

Approximate cost of each well (installed) is \$3,000. Total project cost is \$12,000.

## **Disposal & Recycling Center Glass Pulverizer – Refurbish or Replace**

### **Project Description & Benefit**

In 2023, the DRC's Glass Aggregate Systems H-100VT glass pulverizer will be 20 years old. The unit will have processed over 800,000 pounds of glass in its work life, and while the numerous smaller, high wear components are continuously replaced, the entire unit will either require extensive refurbishment of its internal glass handling mechanisms or outright replacement. The cost of full replacement is being used for planning purposes.



### **Total Project Cost**

New H-100VT as of 01/2020 \$42,172

Estimated shipping \$7,000

Total cost \$50,000

## **Volunteer Fire Department Building Expansion and Roof Repair**

### **Project Description & Benefit**

The main structure of the Gustavus Volunteer Fire Department (GVFD) building was built by volunteers around 1981. In the early 1990's, it was expanded to include a third bay. Since, then, the needs of the fire department have continued to grow. This project would expand the fire hall garage, which will create more storage space, bring the building into safety compliance, and provide overnight living quarters. The living quarters will allow for a Firehall live-in program which will reduce response times during non-business hours.

GVFD has a full-time Fire Chief, hired by the City of Gustavus in July 2016, and a non-profit organization coordinating 30 volunteers for fire and EMS response and dispatch services. Skill training is conducted one night every week, with CPR, EMT, and ETT classes offered every year. In August 2017, the City of Gustavus purchased a 2003 Pierce International fire engine for \$113,800 plus shipping. The city also continues to successfully receive multiple annual grants for training and equipment. The GVFD is a thriving and growing organization.

This expansion would create a kitchen and full bathroom upstairs along with bunk rooms. It would also create a larger classroom/training room. It would update the building's aging electrical and lighting in hopes of making the building more energy efficient. Safety improvements would include an additional second story exit and a vehicle exhaust system for the garage. In the garage, it would create separate rooms for storage of EMS supplies and Fire Equipment. It also would create some much-needed space in the garage to be able to work on various equipment without having to remove vehicles into the elements. A bigger garage space also will allow us to store equipment that is currently outside.

The Gustavus Citizens will benefit by having a larger and more organized department, which will ultimately make the operation run more efficiently. The direct beneficiaries are the volunteers at the fire department. Expanded space will also result in longer life for GVFD equipment which is currently stored outside.

In 2016, a local construction company working on the roof noticed lots of roofing materials that were tacked down inadequately and believed there could be damage underneath some of the roof on the main building due to water leakage. This is a hot roof, which is sealed and does not allow air to circulate. If a hot roof gets condensation inside, mold can spread rapidly.

The project would include two phases, Design is Phase 1 (included in FY20 legislative request and the list of Mid-Range Projects) and Build is Phase 2. Both are contingent on funding. As soon as Phase 1 is complete, funding would be sought for Phase 2.

**Total Project Cost**  
\$700,000

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## **City Hall Driveway Relocation or Riverbank Stabilization**

### **Project Description & Benefit**

This project will be informed by the aforementioned landscape design consultation.

The Salmon River is eroding the driveway that leads to City Hall. It is a slow rate of erosion, but it appears inevitable that the driveway will eventually become unsafe or too narrow to provide

access to City Hall. Options that have been considered informally include riverbank stabilization and driveway relocation through some of the existing trees behind the picnic shelter. This driveway is also used by the public to access the old ball field, especially during the Coho salmon run, and by Lee and Linda Parker to access their home. As part of this access design, the city may want to consider creating an electric vehicle charging station, for use by a city vehicle and possibly the public.

This would be Phase Two: implementation of the chosen design.

### Plans & Progress

State of Alaska visited the Salmon River in April 2018 and took pictures of the erosion by City Hall and its approach to the rock riprap under the Salmon River bridge. The riverbank is state land.

### Total Project Cost

Unknown

## **Refurbish/Reconstruct Old Preschool/Post Office Building Phase 1-2**

### Project Description & Benefit

The city owns a building in the old FAA historic district. Once used as the Gustavus Post Office and Preschool, the building is in a state of disrepair and is currently being used as storage. It has potential to be refurbished and being put into service in some manner. Some potential uses include renting it out as a potential business space or Chatham School District housing or office space. This proposal has three phases: Phase 1-Assessment/Feasibility, Phase 2-Design, Phase 3-Construct.

### Plans & Progress

In recent years, indoor cleanup has commenced with many unused storage items removed.

### Total Project Cost

Phase 1 = \$1,000      Phase 2 = \$2,500      Phase 3: Unknown

## **City Hall & Fire Hall Energy Audit Repairs**

### Project Description & Benefit

These projects will be informed by a to-be-scheduled energy audit and engineering plan.

## **GVFD Edraulic Extrication Equipment**

### Project Description & Benefit

This project would purchase a new set of extrication equipment for the Gustavus Volunteer Fire Department (GVFD). GVFD currently has old extrication equipment that was used by Sitka

Fire Department before given to the GVFD pre-1999. The main use for this equipment is to cut people out of cars and other similar situations quickly and safely.

The technology of extrication has changed drastically in the past few years and is now battery operated. They are still just as powerful as the older ones just easier to use - no cables and less people to operate. A set of extrication equipment includes a spreader, cutter, ram, combitool, and a battery bank with spare batteries.

Right now, GVFD would call DOT for assistance and use their hydraulic equipment, which is newer, lighter, and easier to use than ours.

### Plans & Progress

One grant application has been submitted but was not awarded. The fire chief continues to seek funding sources.

### Total Project Cost

\$35,000

## **911 System Upgrade**

### Project Description & Benefit

This project is still being researched.

## **GVFD Electric Meter Installation**

### Project Description & Benefit

City Hall currently shares its electric meter with the firehall. This project would install a separate electric meter at the firehall to better track power usage at both buildings and provide independent power supplies.

## **Gustavus Public Library Building Expansion**

### Project Description & Benefit

The Gustavus Public Library was built by volunteers, grants and donations. When the blueprints were drawn the building was designed for an expansion at some future date. As the population of Gustavus has grown significantly since the late 80's and early 90's, we find that we need more space to better serve the public. As librarians, we are taught to constantly and methodically weed out books to keep things moving and pertinent to the public. However, even with these efforts, we receive comments of the library being "too cluttered".

During the Spring, Summer and Fall months, we are a hub for visitors. Many come to learn about Alaska or Gustavus and its history itself. As a part of this expansion, we would like to see a small portion sectioned off as the "Alaska Room" where those interested can go spend

some quiet closed off time (if desired) browsing the bookshelves for the exact local topic they are looking for or one would be able to sit at a small table with some friends and have a small meeting.

The other part of the expansion would serve children, specifically teens. We desperately need a space that tweens and teens *want* to be in, semi-secluded and surrounded by fun and informational books and magazines. The existing “kid’s room” space would stay roughly the same but move into the new expansion, leaving more room in the main circulation area for adult and juvenile books.

### Plans & Progress

Original blueprints detail a possible expansion. The project would include two phases, Design is Phase 1 (included in FY20 legislative request and the list of Mid-Range Projects) and Build is Phase 2. Both are contingent on funding. As soon as Phase 1 is complete, funding would be sought for Phase 2.

### Total Project Cost

Unknown

## Disposal & Recycling Center Shredder

### Project Description & Benefit

This project is for the purchase and installation of a shredder at the DRC. A shredder is a volume-reduction tool used to reduce the size of large, bulky wastes such as mattresses, bulky rigid plastics, or tires, into small uniform pieces that can either be landfilled or shipped as a recyclable, depending on the item. A shredder can also be used to shred wood waste and cardboard for use in the composting or the waste-to-energy operation (mentioned below). The shredder would be hopper fed similar to the proposed horizontal baler. The DRC’s new building has included the necessary space for the installation of a shredder.



### Total Project Cost

Approximate cost for a smaller shredder such as the SSI M50 would be \$55,000 plus shipping and installation. Total costs would be around \$85,000.

## Disposal & Recycling Center “Waste to Energy” Equipment

### Project Description & Benefit

The DRC is proposing the purchase of equipment to be used to compress wood waste, cardboard, and other clean burning wastes into products such as heating bricks that can be burned in local wood stoves for heat.



### Total Project Cost

Costs for basic briquette devices range from \$5,500 to more than \$50,000.

## Disposal & Recycling Center Drive-On/Vehicle Scale

### Project Description & Benefit

This project is for the purchase of a drive-on/vehicle scale at the DRC. The purpose of a drive-on scale is to facilitate large deliveries of waste to the DRC. A customer would drive on the scale, the gross weight would be determined, the customer would unload their waste into the appropriate area, and then the vehicle re-weighed with the customer charged for the difference or net weight of the waste. A drive-on scale could also be used by the City to charge for gravel coming from the City owned gravel pit. The scale can be operated remotely, similar to the Dray's fuel pumps, or could be attended by reconfiguring the DRC office.



### Total Project Cost

Approximate cost for a new scale, shipping and installation is estimated to be around \$45,000.

## Disposal & Recycling Center Equipment Garage

### Project Description & Benefit

This project would construct an equipment garage for loaders, attachments, and fuel storage. The DRC needs an enclosed garage with a cement slab to properly house its diesel-powered equipment such as the Bobcat A770 and 763 loaders and provide an area for routine and unexpected maintenance. The DRC also needs proper fuel dispensing equipment for its equipment to reduce spilling and water contamination.



### Total Project Cost

Project cost is estimated to be \$20,000 to \$60,000.

## Disposal & Recycling Center Styrofoam Densifier

### Project Description & Benefit

In an effort to reduce how much material is locally landfilled, the DRC would like to purchase a Styrofoam densifier. This piece of equipment compacts extruded polystyrene foam (EPS). The DRC currently landfills a significant amount of EPS. This material is easily windblown when exposed, creating a litter concern. EPS is also fully recyclable. A Styrofoam densifier would save the City disposal volume and allow this recyclable material to be shipped out of the community.

### Total Project Cost

Approximate cost \$15,000.



## **Disposal & Recycling Center Landfill Closure**

### **Project Description & Benefit**

The Landfill Closure project refers to the process of transitioning from a facility that landfills all of its non-recyclable waste in a (local) mound to a facility that ships most of its non-recyclable waste to a regional landfill, such as the Roosevelt Regional Landfill located in eastern Washington (operated by Republic Services). For a good description of the trend in Southeast Alaska of exporting waste, please refer to the October 2017 KTOO story: <https://www.ktoo.org/2017/10/18/talking-trash-follow-garbage-southeast-ships-south/>

This project would include properly capping and grading the existing waste mound when it reaches capacity.

These projects and purchases are discussed in greater detail in the City's 2020 DRC Solid Waste Management Plan/Master Plan.

### **Total Project Cost**

No cost or timeline is presented at this time.

## **City Electric Vehicle**

### **Project Description & Benefit**

The City of Gustavus has a need for a shared vehicle to accomplish city business. City Hall, Marine Facilities, the Library, and the Disposal and Recycling Center (DRC) all require regular or occasional use of vehicle transport. Currently, employees use personal vehicles, with some employees requesting mileage reimbursement and others not. The City Hall employees use their personal vehicles several times per week for trips to the Post Office and library for mail and for posting announcements. The harbormaster uses his personal vehicle to haul trash to the DRC, to clean the waterless restrooms at the beach and Salmon River Park, and to monitor activities at the dock and harbor. The DRC operator uses his personal vehicle to pick-up solid waste from City Hall and the Community Chest once per week and for hauling jerry jugs of fuel for equipment at the DRC. The fire chief uses his personal vehicle to respond to emergencies and uses the ambulance to haul non-offensive trash and recyclables. The Gustavus Volunteer Fire Department may purchase a utility pick-up truck, which would satisfy their needs. A Council Member uses his personal vehicle to drive portions of the city roads to inform authorization of road grading and snow plowing.

While this system has worked for a number of years, a city-owned vehicle will allow a more professional appearance (especially important for the marine facilities position), and an electric vehicle will encourage and highlight the city's renewable energy source. Electric vehicles are relatively inexpensive (~\$10,000) to purchase.

### **Plans & Progress**

Ideas for a vehicle include an electric vehicle and/or an open small pick-up truck that could easily haul trash.

### **Total Project Cost**

\$ 10,000 for vehicle, \$2-4,000 for charging station at City Hall.

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### **Salmon River Harbor Waterless Restrooms**

#### Project Description & Benefit

This project would construct waterless restrooms at the Salmon River Harbor, using the same or similar kit as the waterless restrooms at the beach and at Salmon River Park.

#### Plans & Progress

None.

#### Total Project Cost

\$40,000 for ROMTEC SST Traditional Double Restroom Kit plus shipping to Gustavus

\$30,000-\$50,000 for site preparation and installation

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### **Salmon River Harbor Public Floats**

#### Project Description & Benefit

This project would install public floats at the Salmon River Harbor.

#### Plans & Progress

None.

#### Total Project Cost

Unknown.



**City of Gustavus, Alaska**

P.O. Box 1  
 Gustavus, Alaska 99826  
 Phone: 907-697-2451  
 Fax: 907-697-2136  
 Email: [treasurer@gustavus-ak.gov](mailto:treasurer@gustavus-ak.gov)

**Project: RFQ FY20-06Library**

**Library Roof Repair  
 Request for Quotation**

**COVER SHEET**

Important Dates:

**Issue Date: April 14, 2020****Bid Submittal Due: June 2, 2020**

Deliver to: Gustavus City Hall  
 By: 10:00 a.m.

**Bid Opening: June 2, 2020**

Location: Gustavus City Hall  
 Time: 10:00 a.m.

Please provide quotes to furnish the services and materials for the repair of the Gustavus Public Library roof. This is a re-issuance and slightly revised version of RFQ FY20-05Library from September 2019, which was not awarded.

The attached terms and conditions shall become part of any contract resulting from this Request for Quotation. Quotations must be received at the location and by the date and time shown above. Quotations shall be submitted on the forms furnished and must include original signatures.

**COVID-19:** Please contact the City Clerk at 907-697-2451 or visit the City of Gustavus website <https://cms.gustavus-ak.gov/administration/page/covid-19> for the latest COVID-19 guidelines relative to the submission of this RFQ.

**THE PERIOD OF PERFORMANCE** for this work is June 2020, to October 31, 2020. The Period of Performance is providing flexibility in conducting the work. However, it is preferable to complete the work sooner than later.

Throughout the period of performance, the contractor is responsible for keeping and submitting monthly work logs and billing records to the City Treasurer, with a copy submitted simultaneously to the City Administrator. In providing a signature on this cover sheet, the Bidder agrees to all Terms and Conditions of this RFQ.

Date of Bid \_\_\_\_\_

Alaska Business License # \_\_\_\_\_ Contractor's License Number # \_\_\_\_\_

City of Gustavus Business Permit # \_\_\_\_\_

Insurance Company \_\_\_\_\_ Policy Date \_\_\_\_\_ Provided ☐

Business Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ Physical Location \_\_\_\_\_

Cell or Business Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Basic Bid \$ \_\_\_\_\_

By \_\_\_\_\_  
Print Name\_\_\_\_\_  
Signature

## **GENERAL PROVISIONS**

### **INSTRUCTIONS TO BIDDER**

- Bidder must submit quotes for all bid schedule items listed.
- Bid Schedule sheets must be manually signed (original signature).
- Erasure or other changes made to the Bid Schedule sheets must be initialed by the person signing the bid. Note: "White Out" or other liquid correction methods must be initialed.
- The bids must be sealed in an envelope with RFQ number, opening date, and contractor's name written on the outside of the envelope.
- Any response not meeting the requirements of the bidding documents shall be considered non-responsive.
- Offers made in accordance with the bidding documents must be good and firm for a period of ninety days from the date of bid opening unless otherwise noted.
- Bids will be received at the time and place stated in the bidding documents. It is the sole responsibility of the bidder to see that the bid is submitted on time. Any bid received after the scheduled opening time will not be considered but will be held unopened. No responsibility will be attached to any officer for the premature opening of or failure to open a bid not properly addressed and identified.
- The City of Gustavus, hereinafter "City", may accept or reject any or all bids for good cause shown, to waive minor deviations from the specifications, and to waive any informality in bids received, when such acceptance, rejection, or waiver is in the best interest of the City. Informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible, and waiver of the informality does not grant the bidder a competitive advantage.
- The City may cancel the RFQ if such cancellation is in the best interest of the City.
- In the case of error in the extension of prices in the bid, the unit price will govern.
- It is the responsibility of the bidder to obtain a current copy of all bid documents from the City Treasurer.
- If any Addenda are issued pertaining to the bidding documents and subject Addenda are not acknowledged, the bid will be considered non-responsive.
- Faxed transmittals will not be accepted unless specifically noted on the cover sheet and agreed to by the City Administrator, or Mayor.
- Each bid shall be made on the form provided by the City or copy thereof and shall be signed by the bidder with signature in full.

- After depositing a bid, a bidder may withdraw, modify, or correct their bid, providing the City receives the request for such withdrawal, modification, or correction before the time set for opening bids. The original bid, as modified by such written communication will be considered as the bid. No bidder will be permitted to withdraw their bid after the time set for opening bids.
- The Contractor shall perform the duties specified in this solicitation. The Contractor understands that the City makes no representation that it will look exclusively to the Contractor for the type of goods or services requested. The Contractor will perform the duties under this agreement as an independent contract. The City assumes no responsibility for any interpretation or representations made by any of its officers or agents unless such interpretations or representations are made by Addenda.

### **METHOD OF AWARD**

Award will be made to the lowest responsive, responsible bidder meeting all the requirements. In determining whether the lowest bidder is “responsible” the City Council shall consider:

- a. The Price;
- b. The experience, capacity, and skill of the bidder to perform the contract within the time and amount desired;
- c. The potential bidder’s reputation, honesty and integrity shown in the commission of previous City contracts;
- d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract and the City;
- e. The sufficiency of the financial resources and ability of the bidder to perform the contract.

When the award is given to other than the lowest bidder, a full and complete written statement of reasons will be delivered to the unsuccessful low bidder or bidders and filed with the other papers relating to the transaction. The minutes of the City Council meeting relating to the matter may be used as the required written statement

The City Council may reject the bid of a bidder who is debarred by the City, in arrears on taxes, permits, special assessments and/or any other monies that may be due the City or who failed to perform on a previous contract with the City.

For purposes of determining the lowest bidder, the extended bid amounts (estimated amount × unit cost) will be totaled to give a total bid amount. This contract is on an “as required” basis. Quantities listed are estimations for award purposes only. The City reserves the right to increase or decrease quantities as necessary to accomplish the actual requirements and make payment at the unit price bid.

### **PURCHASE ORDER/CONTRACT**

It is the intent of the City to use purchase orders and the bidding documents to establish the contractual relationship between the City and the lowest responsive, responsible bidder. The following conditions shall apply:

- a. The unilateral right of the City to order, in writing, temporary stopping of work or delaying performance that does not alter the scope of the contract;

- b. Liquidated damages;
- c. Termination of the contract for default;
- d. Termination of the contract in whole or in part for the convenience of the City.

### **SUBCONTRACTING**

Subcontracting is not permitted unless authorized in writing by the City Administrator or Road Maintenance POC. In the event that subcontracting is authorized, the general contractor is responsible to the City to verify insurance on all subcontractors and furnish copies of same to the City. All subcontractors must carry and show proof of the minimum limits of liability insurance.

### **INSURANCE**

The contractor must meet and have in place the insurance requirements listed below at all times during the period set out above.

### **INDEMNIFY AND HOLD HARMLESS**

The bidder shall defend and indemnify the City, its officers, agents, and employees, against any claims, loss, or damages arising from injury to person(s), damage to property, or economic loss, arising out of, in whole or in part, the bidder's performance or non-performance of its duties under this agreement and any defects in the goods and services provided by the bidder. This duty to defend and indemnify shall include responsibility for all damages, costs, and attorney fees. This obligation shall be continuing in nature and extend beyond the term of this agreement.

## **END OF GENERAL PROVISIONS**

## **GUSTAVUS PUBLIC LIBRARY ROOF REPAIR SUPPLEMENTAL CONDITIONS**

1. Elements of the bid schedule may be subject to the provisions of Alaska Statutes Title 36. AS Title 36 provides for the payment of prevailing rates of pay on public construction or public works as published in the current *State of Alaska Department of Labor Wage and Hour Administration Pamphlet No. 600* and requires weekly submission of certified payrolls.

Public construction or public works means the on-site field surveying, erection, rehabilitation, alteration, extensions or repair, including painting or redecorating of buildings, highways or other improvements to real property under contract for the state, a political subdivision of the state, or a regional school board.

It is the bidder's responsibility to study the elements of bid schedule and determine the applicability of provisions of AS Title 36. If you have questions regarding the applicability of Alaska Statute to the work to be performed, please contact the Department of Labor, Wage and Hour Administration, 1111 W 8th St, Juneau, AK, or call (907) 465-4842.

2. Bidders are encouraged to visit the premises to ascertain pertinent conditions, such as the area, location, accessibility, and general character of the premises. Bidders assume the risk that actual site conditions differ from the proposed contract documents or from those ordinarily encountered.

3. The City reserves the right to inspect the Contractor's equipment prior to award and to reject any bid if the equipment is not in reliable operating condition or if the equipment is not able to produce the specified work according to the specifications.

4. The Contractor shall supply knowledgeable and competent operators with each piece of equipment, who are capable of doing the required work.

5. The City reserves the right to increase or decrease quantities to the limits of the available funding. Payment for work done shall be at the Unit Price Bid or fractional unit for each bid item completed.

6. All work required under the Contract shall be completed in a timely manner. Failure to complete work in a timely manner shall be grounds for termination of this Contract. In case of default by the contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the contractor responsible for any resulting increase in cost or other remedies under law or equity.

7. Debarment or Suspension: The Gustavus City Council may debar (for a period of not more than three years) or suspend (for a period of not more than three months) a person for cause from consideration for award of contracts. The causes for debarment include but are not limited to:

- a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract, or

- b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for debarment.
- c. Illegal, unprofessional, or abusive behavior toward City representatives or members of the community as determined by the City Council.

8. Contractor shall make all necessary efforts to protect existing privately or publicly owned facilities, equipment, improvements and landscaping; the destruction, removal or relocation of which is not contemplated under this contract. In the event that protection of any existing facilities is not possible due to construction requirements, the Contractor shall advise the City Administrator and/or Mayor of the problem and shall cooperate with the City Administrator and/or Mayor in seeking a reasonable solution to the problem. The Contractor shall not proceed with work resulting in damage to or destruction of such existing facilities until the City Administrator has given approval to proceed in writing.

9. Contractor shall be responsible for any damage sustained by any and all parties affected by utility outages caused by Contractor unless it is determined said utilities do not meet PUC Standard installations i.e. bury depth, or setback requirements. The Contractor shall make all necessary efforts to prevent damage, i.e. the location of electrical or telephone wire, and shall make all necessary efforts to promptly repair and restore facilities or equipment damaged as a result of such outages.

10. The City Administrator and/or Mayor will provide the necessary rights-of-way or easements for the work. Contractor shall confine operations to the designated areas and observe all restrictions contained in any easements.

11. All Contractors submitting a bid for this contract shall have and keep in effect an Alaska Business License, a City of Gustavus Business Permit, and an Alaska Contractors License for the type of work being performed. The Contractor shall be responsible for any additional licenses and/or permits required in the locality of the work. The City is responsible for all special permits such as ADF&G and Army Corp of Engineers permitting. The Contractor shall further be responsible for current licenses for all subcontractors and suppliers, if allowed, as required by law, during the term of the Contract and provide proof thereof upon request. If proof of required licensure is not submitted to the City Treasurer within 10 calendar days of bid closure, then bidder shall be determined to be non-responsive.

12. Other Goods and Services:

- a. In addition to specifications listed in the bid schedule, other work may be required to fulfill the scope of the agreement and may be requested by the City Administrator and/or Mayor.

- b. At the City Administrator and/or Mayor's discretion, the Contractor may be requested to provide a written quotation prior to the work and in such case shall proceed only upon written (or e-mailed) notice. The City shall have the right to reject any such quotation and to independently contract with another party to perform the requested work.

c. After completion of the work, the Contractor shall provide to the City Administrator and/or Mayor all material invoices and receipts and a log of equipment and/or labor time for payment.

13. Billing and Payment:

The contractor will submit billing at the end of the month. The approved billing shall be paid within 30 days.

14. Notification and Acceptance of Work:

The contractor will submit a complete spreadsheet to the City Treasurer at the end of each month stating what type of service was provided and where.

15. Convenience Termination:

This contract may be terminated by: (A) mutual consent of the parties, (B) for the convenience of the City, provided that the City notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination. (C) For cause, by either party where the other party fails in any material way to perform its obligations under this contract; provided, however, that as a condition of the exercise of its right of termination under this paragraph the terminating party shall notify the other party of its intent to terminate this contract and state with reasonable specificity the grounds therefore, and the defaulting party shall have filed within 30 days of receiving the notice to cure the default. (D) Termination pursuant to this section shall not affect the parties' continuing obligations under this contract and all other portions shall continue to be in full force and effect. The City shall pay the Contractor for all satisfactory work performed before notice of termination.

**END OF GUSTAVUS PUBLIC LIBRARY ROOF REPAIR SUPPLEMENTAL  
CONDITIONS**

## **INSURANCE REQUIREMENTS**

During the term of the contract, the Contractor shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated “Excellent” or “Superior” by A.M. Best Company or specifically approved by the City Council.

**Limits:** The Contractor shall obtain insurance for not less than the following limits:

- Commercial General Liability: Coverage written on an occurrence basis with limits of not less than \$1,000,000.00 per occurrence;
- Comprehensive automobile liability: \$1,000,000.00 combined single limit;
- Workers’ Compensation: \$100,000 each accident, \$500,000 disease-policy limit, and \$100,000 disease-each employee.

**Automobile Liability Insurance:** All vehicles or all owned, non-owned, and hired vehicles must be insured when the Contractor is using them to do work under this Agreement. If the Contractor submits insurance covering only scheduled vehicles, then the Contractor must assure that any additional vehicles are insured before using them in the work under this Agreement.

**Workers’ Compensation:** Any employee of the Contractor must be covered by workers’ compensation insurance during the term of the Agreement. This policy must be endorsed with a waiver of subrogation in favor of the City. The Contractor is not required to provide a certificate of workers’ compensation covering the owner(s) of the Contractor’s business under the following circumstances:

*Corporations* – If the executive officer(s) claims an exemption, then the Contractor must provide an Executive Officer Waiver for each officer from the Alaska Department of Labor and also provide the corporate filing with the State showing the person(s) named on the waiver is an owner. Only the person or persons who have the State Executive Officer Waiver and who are an owner shall be permitted to do any work or be on the work site or work area. If the Contractor permits any other person on the work area or work site or to do any work, and that person is injured, the Contractor shall defend, indemnify, and hold harmless the City from any and all claims and liabilities for workers’ compensation benefits of any kind and any nature, including costs and legal fees.

*Sole Proprietors, Partnerships, or LLCs* – If the sole proprietor, partner, or member claims an exemption, then the Contractor must provide the City with the business permit filing with the State of Alaska showing the person(s) are the owner, sole proprietor, partner, or member. Only the person or persons who are an owner, sole proprietor, partner, or member shall be permitted to do any work or be on the work site or work area. If the Contractor permits any other person on the work area or work site or to do any work, and that person is injured, the Contractor shall defend, indemnify, and hold harmless the City from any and all claims and liabilities for workers’ compensation benefits of any kind and any nature, including costs and legal fees.

**Alternate Coverage:** A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of this section.

**Additional Insured:** During the contract term, the Contractor shall add and maintain the City as an additional insured in the Contractor's commercial general liability policy. This policy will provide primary coverage for the City, and it will provide that a policy treats each additional insured as though the insurer had issued separate policies.

**Certificate of Insurance:** Prior to commencing any work under this Agreement, the Contractor will provide a certificate of insurance in a form acceptable to the City showing that the Contractor has the required insurance coverage.

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

**Increased Coverage:** If during the Agreement term the City requires higher limits of insurance than those listed in this section, and if the insurer increases the premium as a result of the higher limits of insurance, then the City will pay the Contractor the difference between the new and old premiums.

**Subcontracting:** The Contractor is responsible to the City to verify insurance on all subs and furnish copies of it to the City upon request. All subs must carry and show proof of the minimum limits of liability indicated above.

## **END OF INSURANCE REQUIREMENTS**

## Basic Bid

### SCOPE OF WORK

#### **1.1 BACKGROUND**

The project job site is the Gustavus Public Library located at 14 Gustavus Road as illustrated by the map (Appendix A).

#### **1.2 SCOPE OF WORK**

This work consists of evaluation and/or repair to the metal roof and roof underlayment of the library. If, during evaluation of the damage to the metal roof and roof underlayment, it is discovered that the damage extends beyond the scope of work for the project, the project will be suspended until the next steps can be determined. The Contractor will provide an observation and evaluation report with sufficient detail to the extent of the damage and recommend actions for repair of the damage. Depending on the report and estimated costs, the project may be terminated and a new project developed. If the project is terminated, the existing work will be modified to secure the roof from further damage until the new project can be developed and awarded.

Work on this project requires coordination with library staff if work will be within the library operating area. Any closure of the library must be coordinated with library staff and the City Administrator.

The Scope of Work described below is the subject of the quote response. However, the City recognizes that the extent of damage to the structure is unknown and may require work beyond the advertised scope. In the event that structural and/or extensive damage is identified that requires work beyond the advertised scope, the City will contract with an engineering firm qualified for determining next steps.

If structural repairs are required, work awarded under this RFQ will be suspended until an engineer's report is received and the City Council determines the actions to be taken.

Depending on the information received by the contractor, and/or the engineer if necessary, a change order from the contractor may be allowed. If the scope of work for the additional repairs is extensive, resulting in a significant increase in cost, a new RFQ may be necessary.

This work consists of repair to the metal roof and roof underlayment of the library. The City had an engineer's report prepared and is available at <https://cms.gustavus-ak.gov/administration/page/library-roof-inspection>. The report indicates that the bulk of the water damage on the outer OSB layer of the SIPs is likely due to water leaking through the old fastener penetrations in the roof metal. The pictures in the report support this line of reasoning. Rot along the ridge was also noted. The weather sealing under the metal ridge cap may consist of the roof metal being bent up as a dam to prevent wind-driven water infiltration. A dam without some additional form of weather screen likely would not be sufficient to keep out wind driven rain. Consideration of a **profile vent** system for ridge venting should be considered and is available at: <http://profilevent.com/index.html>

The report also touches on panel damage due to indoor air leakage condensing in the panel joints. This scope of work includes determining if damage due to air leakage exists and if repair is necessary. In typical cases, moisture damage due to air leakage is greatest at the peak and upper third of the roof. Usually, the rot and water staining will manifest around the panel edges on the exterior face. These areas are to be checked for water damage.

The SIP may need to be sealed to prevent moisture. The scope of work requires investigation of the SIP to determine what action is necessary. For example, Juneau building code requires that the panels be air sealed on the underside with a continuous 6 mil polyethylene vapor retarder. This approach may be an option if the bottom (attic side) panels are also affected by moisture. If the moisture content of the underside panels or the foam in the areas adjacent to the panel joints is too high, then a continuous highly impermeable air and vapor retarder may cause more problems.

While determining the approach necessary to address the moisture issue, also consider limiting the air sealing to the panel joints. This could be done in two ways: tape the panel joints or float an elastomeric fluid applied flashing over the joints. Product selection is going to matter here. OSB is a notoriously difficult product to adhere to and conventional caulking and tapes will not necessarily be the right choice. The product that is used to air seal the panel joints is going to need a very high degree of certainty that it will remain in place for the years (decades) to come. In the case of tape, some brands will recommend a primer be rolled on the OSB prior to taping to increase the bond strength. One tape to consider is Siga Wigluv. It is expensive, but also has excellent adhesion and flexibility. In terms of a fluid applied flashing, Carlisle Barribond may be a good choice, but a phone call to the dealer to confirm would be recommended. Barribond is sold by Western Insulfoam in Anchorage. The following are informational links.

<http://www.smallplanetsupply.us/siga-wigluf-all-around-exterior-air-sealing-tape/>

<https://www.insulfoam.com/>

When considering repair options, it will be necessary to remove the existing roof metal and roofing membrane and inspect the roof in its entirety. The extent of the damage will determine the best approach to repairs. If damage is limited to certain areas, then you may find that supporting the OSB roof panels from below (once the joints are air sealed) is the least expensive option. Judging from the plans, it seems that in most areas, room exists in the attic space to install rafters to support the panels.

Once the panel damage and support has been addressed, then a new, vented roof can be installed. In the case of an under-roof, the typical solution is to install new sleepers over the panels. In this case however, the sleepers will run from the eaves to the ridge to promote good air flow and then be covered with a layer of plywood sheathing and roofing underlayment prior to installing the new roof metal. The thickness of the sleepers will likely range from 2x4 to 4x4 depending on the amount of air flow deemed necessary to dry out the existing roof and keep it well vented in the future. Given that the OSB will likely be structurally inadequate to fasten sleepers, it will likely be necessary to add additional backing to the undersides of the

panels. Structural screws can then run through the panels and into the backing in the attic. The backing may consist of another set of sleepers.

These suggestions are intended to provide information as to the work and the expectation by the City of the approach for the repair. However, all responses will be considered on their own merit.

### **1.3 GENERAL SCOPE CONDITIONS**

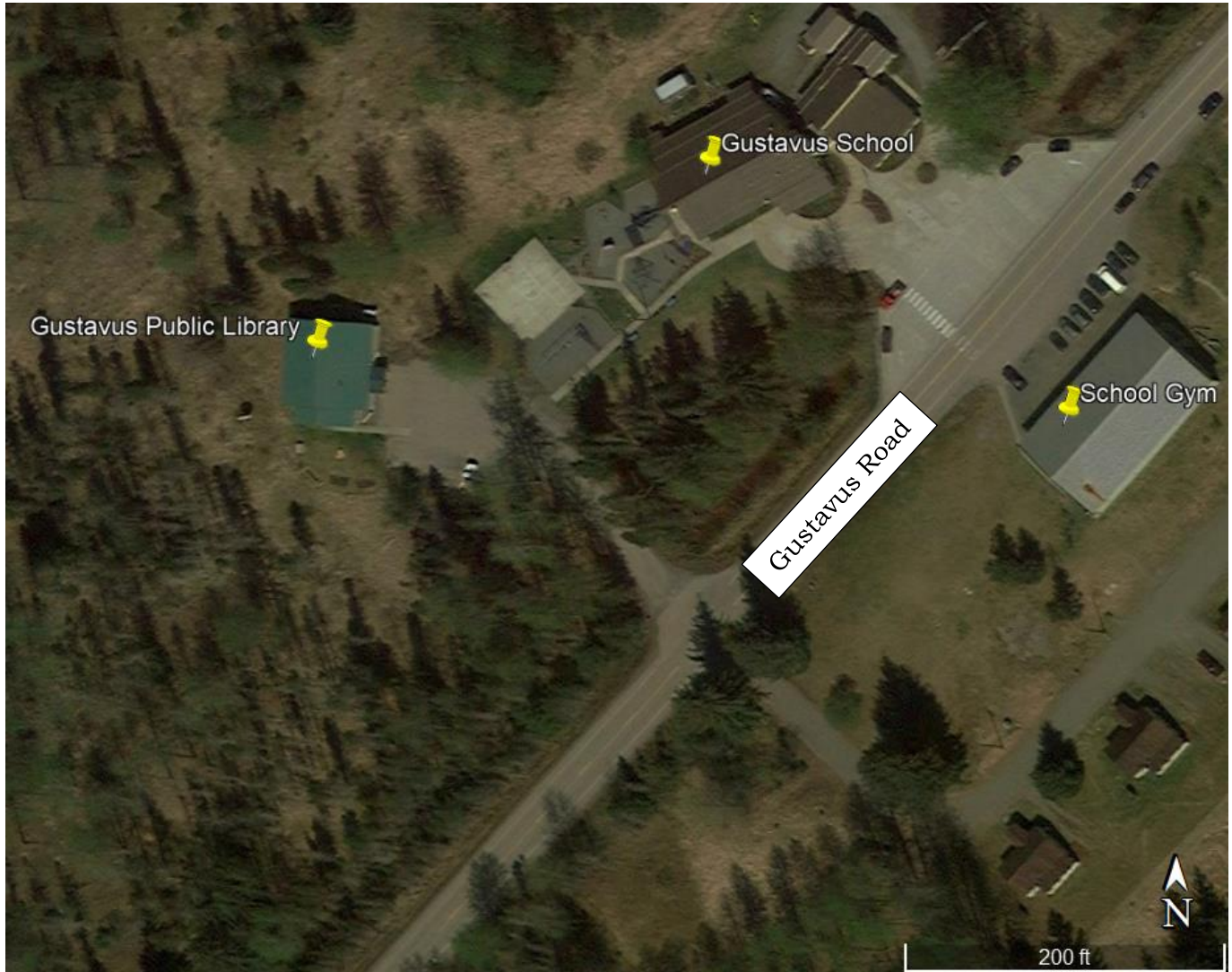
The work to be performed under this contract shall consist of the following:

- a) providing all tools, equipment, materials, supplies, and manufactured articles not provided by the City (the City has 40 panels of Skyline 16" Denali Green roofing with flashing as required and other associated materials); furnishing all labor, transportation, housing, and services; and
- b) performing all work or other operations required for the fulfillment of the contract.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Scope of Work, the Contractor shall provide which may be necessary for the proper completion of the work.

### **End Scope of Work**

## APPENDIX A – MAP OF GUSTAVUS PUBLIC LIBRARY





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

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**Project: RFQ-CP19-06DRC**

## **Disposal & Recycling Center (DRC)**

## **New Compost System Project**

**THIS IS NOT AN ORDER**

### COVER SHEET

Important Dates:

**Issue Date: April 14<sup>th</sup>, 2020**

**Pre-Bid Conference: April 22<sup>nd</sup>, 2020 at 10:00 a.m.**

**Bid Submittal Due: April 29<sup>th</sup>, 2020**

Deliver to: **Gustavus City Hall**

Time: by **3:30 p.m.**

**Bid Opening: April 29<sup>th</sup>, 2020**

Location: **Gustavus City Hall**

Time: **3:30p.m.**

**PLEASE PROVIDE QUOTES to fulfill the Scope of Service and work listed within the Scope of Work.**

**COVID-19:** Please contact the City Clerk at 907-697-2451 or visit the City of Gustavus website <https://cms.gustavus-ak.gov/administration/page/covid-19> for the latest COVID-19 guidelines relative to the submission of this RFQ.

### **QUOTES MUST BE RECEIVED BY THE DATE AND TIME SHOWN ABOVE**

The objective of this project is to build a 42' wide x 10' deep, ~15' high, Binned Compost Facility at the Gustavus Disposal and Recycling Center (DRC). Facility shall be constructed per attached Project Plans dated 2.11.2020.

Designers estimate the total cost to complete the project at \$95,000 - \$106,000.

Prior to the construction of the Compost System the existing 30' wide x 48' long x 16' high Quonset building will need to be disassembled with the intent of re-using certain components.

Details for the work to be performed are additionally outlined in the included Scope of Work dated February 11, 2020. The work must be conducted according to the terms of the Contract and referenced documents including: the drawings and specifications; any instructions provided by the City's project representative during the **pre-bid conference (at the DRC on Wednesday, April 22<sup>nd</sup>, 2020 at 10:00 a.m.)**.

### **PERIOD OF PERFORMANCE:**

**All work must be completed on or before October 31<sup>st</sup>, 2020. Work must be performed in sequence with a duration of work not to exceed 8 weeks.**

### **COMPENSATION SCHEDULE:**

Payment will be made at the successful completion of the project after final inspection and acceptance. Progress payments may be made with justification approved by the City Administrator.

**INSTRUCTIONS TO BIDDER**

- Bidder must submit quotes for **the basic bid** listed on the bid sheet.
- Bid Schedule sheets must be manually signed (original signature).
- Erasure or other changes made to the Bid Schedule sheets must be initialed by the person signing the bid. Note: "White Out" or other liquid correction methods must be initialed.
- The bids must be sealed in an envelope with RFQ number, opening date, and contractor's name written on the outside of the envelope.
- Any response not meeting the requirements of the bidding documents shall be considered non-responsive.
- Offers made in accordance with the bidding documents must be good and firm for a period of ninety days from the date of bid opening unless otherwise noted.
- Bids will be received at the time and place stated in the bidding documents. It is the sole responsibility of the bidder to see that the bid is submitted on time. Any bid received after the scheduled opening time will not be considered but will be held unopened. No responsibility will be attached to any officer for the premature opening of or failure to open a bid not properly addressed and identified.
- The City of Gustavus, hereinafter "City", may accept or reject any or all bids for good cause shown, to waive minor deviations from the specifications, and to waive any informality in bids received, when such acceptance, rejection, or waiver is in the best interest of the City. Informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible, and waiver of the informality does not grant the bidder a competitive advantage.
- The City may cancel the RFQ if such cancellation is in the best interest of the City.
- It is the responsibility of the bidder to obtain a current copy of all bid documents from the City Treasurer.
- If any Addenda are issued pertaining to the bidding documents and subject Addenda are not acknowledged, the bid will be considered non-responsive.
- Faxed transmittals will not be accepted unless specifically noted on the cover sheet and agreed to by the City Administrator or Project Manager, or Mayor.
- Each bid shall be made on the form provided by the City or copy thereof and shall be signed by the bidder with signature in full.
- After depositing a bid, a bidder may withdraw, modify, or correct their bid, providing the City receives the request for such withdrawal, modification, or correction before the time set for opening bids. The original bid, as modified by such written communication will be considered as the bid. No bidder will be permitted to withdraw their bid after the time set for opening bids.
- The Contractor shall perform the duties specified in this solicitation. The Contractor understands that the City makes no representation that it will look exclusively to the Contractor for the type of goods or services requested. The Contractor will perform the duties under this agreement as an independent contract. The City assumes no responsibility for any interpretation or representations made by any of its officers or agents unless such interpretations or representations are made by Addenda.

**METHOD OF AWARD**

Award will be made to the lowest responsive, responsible bidder meeting all the requirements. In determining whether the lowest bidder is "responsible" the City Council shall consider:

- a. The Price;
- b. The experience, capacity, and skill of the bidder to perform the contract within the time and amount desired;
- c. The potential bidder's reputation, honesty and integrity shown in the commission of previous City contracts;
- d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract and the City;
- e. The sufficiency of the financial resources and ability of the bidder to perform the contract.

When the award is given to other than the lowest bidder, a full and complete written statement of reasons will be delivered to the unsuccessful low bidder or bidders and filed with the other papers relating to the transaction. The minutes of the City Council meeting relating to the matter may be used as the required written statement

The City Council may reject the bid of a bidder who is debarred by the City, in arrears on taxes, permits, special assessments and/or any other monies that may be due the City or who failed to perform on a previous contract with the City.

**PURCHASE ORDER/CONTRACT**

It is the intent of the City to use purchase orders and the bidding documents to establish the contractual relationship between the City and the lowest responsive, responsible bidder. The following conditions shall apply:

- a. The unilateral right of the City to order, in writing, temporary stopping of work or delaying performance that does not alter the scope of the contract;
- b. Liquidated damages;
- c. Termination of the contract for default;
- d. Termination of the contract in whole or in part for the convenience of the City.

**SUBCONTRACTING**

Subcontracting is not permitted unless authorized in writing by the Project Manager or his/her designee. In the event that subcontracting is authorized, the general contractor is responsible to the City to verify insurance on all subcontractors and furnish copies of same to the City. All subcontractors must carry and show proof of the minimum limits of liability insurance.

**INSURANCE**

The contractor must meet and have in place the insurance requirements listed below at all times during the period set out above.

**INDEMNIFY AND HOLD HARMLESS**

The bidder shall defend and indemnify the City, its officers, agents, and employees, against any claims, loss, or damages arising from injury to person(s), damage to property, or economic loss, arising out of, in whole or in part, the bidder's performance or non-performance of its duties under this agreement and any defects in the goods and services provided by the bidder. This duty to defend and indemnify shall include responsibility for all damages, costs, and attorney fees. This obligation shall be continuing in nature and extend beyond the term of this agreement.

**END OF GENERAL PROVISIONS**

During the term of the contract, the CONTRACTOR shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated “Excellent” or “Superior” by A.M. Best Company or specifically approved by the City Council.

**Limits:** The CONTRACTOR shall obtain insurance for not less than the following limits:

- Commercial General Liability: Coverage written on an occurrence basis with limits of not less than \$1,000,000.00 per occurrence;
- Comprehensive automobile liability: \$1,000,000.00 combined single limit;
- Workers’ Compensation: \$100,000 each accident, \$500,000 disease-policy limit, and \$100,000 disease-each employee.

**Automobile Liability Insurance:** All vehicles or all owned, non-owned, and hired vehicles must be insured when the CONTRACTOR is using them to do work under this Agreement. If the CONTRACTOR submits insurance covering only scheduled vehicles, then the CONTRACTOR must assure that any additional vehicles are insured before using them in the work under this Agreement.

**Workers’ Compensation:** Any employee of the CONTRACTOR must be covered by workers’ compensation insurance during the term of the Agreement. This policy must be endorsed with a waiver of subrogation in favor of the CITY. The CONTRACTOR is not required to provide a certificate of workers’ compensation covering the owner(s) of the CONTRACTOR’s business under the following circumstances:

*Corporations* – If the executive officer(s) claims an exemption, then the CONTRACTOR must provide an Executive Officer Waiver for each officer from the Alaska Department of Labor and also provide the corporate filing with the State showing the person(s) named on the waiver is an owner. Only the person or persons who have the State Executive Officer Waiver and who are an owner shall be permitted to do any work or be on the work site or work area. If the CONTRACTOR permits any other person on the work area or work site or to do any work, and that person is injured, the CONTRACTOR shall defend, indemnify, and hold harmless the City from any and all claims and liabilities for workers’ compensation benefits of any kind and any nature, including costs and legal fees.

*Sole Proprietors, Partnerships, or LLCs* – If the sole proprietor, partner, or member claims an exemption, then the CONTRACTOR must provide the City with the business permit filing with the State of Alaska showing the person(s) are the owner, sole proprietor, partner, or member. Only the person or persons who are an owner, sole proprietor, partner, or member shall be permitted to do any work or be on the work site or work area. If the CONTRACTOR permits any other person on the work area or work site or to do any work, and that person is injured, the CONTRACTOR shall defend, indemnify, and hold harmless the City from any and all claims and liabilities for workers’ compensation benefits of any kind and any nature, including costs and legal fees.

**Alternate Coverage:** A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of this section.

**Additional Insured:** During the contract term, the CONTRACTOR shall add and maintain the CITY as an additional insured in the CONTRACTOR’s commercial general liability policy. This policy will provide primary coverage for the CITY, and it will provide that a policy treats each additional insured as though the insurer had issued separate policies.

**Certificate of Insurance:** Prior to commencing any work under this Agreement, the CONTRACTOR will provide a certificate of insurance in a form acceptable to the CITY showing that the CONTRACTOR has the required insurance coverage.

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

**Increased Coverage:** If during the Agreement term the CITY requires higher limits of insurance than those listed in this section, and if the insurer increases the premium as a result of the higher limits of insurance, then the CITY will pay the CONTRACTOR the difference between the new and old premiums.

**Subcontracting:** The CONTRACTOR is responsible to the CITY to verify insurance on all subs and furnish copies of it to the CITY upon request. All subs must carry and show proof of the minimum limits of liability indicated above.

#### **END OF INSURANCE REQUIREMENTS**

1. Elements of the bid schedule may be subject to the provisions of Alaska Statutes Title 36. AS Title 36 provides for the payment of prevailing rates of pay on public construction or public works as published in the current *State of Alaska Department of Labor Wage and Hour Administration Pamphlet No. 600*, and requires weekly submission of certified payrolls.

Public construction or public works means the on-site field surveying, erection, rehabilitation, alteration, extensions or repair, including painting or redecorating of buildings, highways or other improvements to real property under contract for the state, a political subdivision of the state, or a regional school board.

It is the bidder's responsibility to study the elements of bid schedule and determine the applicability of provisions of AS Title 36. If you have questions regarding the applicability of Alaska Statute to the work to be performed, please contact the Department of Labor, Wage and Hour Administration, 1111 W 8th St, Juneau, AK, or call (907) 465-4842.

2. Bidders are encouraged to visit the premises to ascertain pertinent conditions, such as the area, location, accessibility, and general character of the premises. Bidders assume the risk that actual site conditions differ from the proposed contract documents or from those ordinarily encountered. **Pre-Bid Meeting: The City-approved Project Manager will conduct a conference at the DRC on Wednesday, April 22<sup>nd</sup>, 2020 at 10:00 a.m.**

3. The City reserves the right to inspect the Contractor's equipment prior to award and to reject any bid if the equipment is not in reliable operating condition or if the equipment is not able to produce the specified work according to the specifications.

4. The Contractor shall supply knowledgeable and competent operators with each piece of equipment, who are capable of doing the required work.

5. The City reserves the right to increase or decrease quantities to the limits of the available funding. Payment for work done shall be at the Unit Price Bid or fractional unit for each bid item completed.

6. All work required under the Contract shall be completed in a timely manner. Failure to complete work in a timely manner shall be grounds for termination of this Contract. In case of default by the contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the contractor responsible for any resulting increase in cost or other remedies under law or equity.

7. Debarment or Suspension: The Gustavus City Council may debar (for a period of not more than three years) or suspend (for a period of not more than three months) a person for cause from consideration for award of contracts. The causes for debarment include but are not limited to:

- a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract, or
- b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for debarment.
- c. Illegal, unprofessional, or abusive behavior toward City representatives or members of the community as determined by the City Council.

8. Contractor shall make all necessary efforts to protect existing privately or publicly owned facilities, equipment, improvements and landscaping; the destruction, removal or relocation of which is not contemplated under this contract. In the event that protection of any existing facilities is not possible due to construction requirements, the Contractor shall advise the Project Manager and/or City Administrator of the problem and shall cooperate with the Project Manager and/or City Administrator in seeking a reasonable so-

lution to the problem. The Contractor shall not proceed with work resulting in damage to or destruction of such existing facilities until the Project Manager or City Administrator has given approval to proceed in writing.

9. Contractor shall be responsible for any damage sustained by any and all parties affected by utility outages caused by Contractor unless it is determined said utilities do not meet PUC Standard installations i.e. bury depth, or setback requirements. The Contractor shall make all necessary efforts to prevent damage, i.e. the location of electrical or telephone wire, and shall make all necessary efforts to promptly repair and restore facilities or equipment damaged as a result of such outages.

10. The Project Manager and/or City Administrator will provide the necessary rights-of-way or easements for the work. Contractor shall confine operations to the designated areas and observe all restrictions contained in any easements.

11. All Contractors submitting a bid for this contract shall have and keep in effect an Alaska Business License, a City of Gustavus Business Permit, and an Alaska Contractors License for the type of work being performed. The Contractor shall be responsible for any additional licenses and/or permits required in the locality of the work. The City is responsible for all special permits such as ADF&G and Army Corp of Engineers permitting. The Contractor shall further be responsible for current licenses for all subcontractors and suppliers, if allowed, as required by law, during the term of the Contract and provide proof thereof upon request. If proof of required licensure is not submitted to the City Treasurer within 10 calendar days of bid closure, then bidder shall be determined to be non-responsive.

12. Other Goods and Services:

a. In addition to specifications listed in the bid schedule, other work may be required to fulfill the scope of the agreement and may be requested by the Project Manager and/or City Administrator.

b. At the Project Manager and/or City Administrator's discretion, the Contractor may be requested to provide a written quotation prior to the work and in such case shall proceed only upon written (or e-mailed) notice. The City shall have the right to reject any such quotation and to independently contract with another party to perform the requested work.

c. After completion of the work, the Contractor shall provide to the Project Manager and/or City Administrator all material invoices and receipts and a log of equipment and/or labor time for payment.

13. Billing and Payment:

The contractor will submit billing at the end of the month. The approved billing shall be paid within 30 days.

14. Notification and Acceptance of Work:

The contractor will submit a complete spreadsheet to the City Treasurer at the end of each month stating what type of service was provided and where.

15. Convenience Termination:

This contract may be terminated by: (A) mutual consent of the parties, (B) for the convenience of the City, provided that the City notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination. (C) For cause, by either party where the other party fails in any material way to perform its obligations under this contract; provided, however, that as a condition of the exercise of its right of termination under this paragraph the terminating party shall notify the other party of its intent to terminate this contract and state with reasonable specificity the grounds therefore, and the defaulting party shall have filed within 30 days of receiving the notice to cure the default. (D) Termination pursuant to this section shall not affect the parties' continuing obligations under this contract and all other portions shall continue to be in full force and effect. The City shall pay the Contractor for all satisfactory work performed before notice of termination.

## **END OF SUPPLEMENTAL CONDITIONS**

The Scope of Service for this project is established as described below. The evaluation of each bid package will be made in accordance with Method of Award above.

**PRE-BID MEETING**

**The City-approved Project Manager will conduct a conference at the DRC on Wednesday, April 22<sup>nd</sup>, at 10:00 a.m.** At the meeting at the DRC, all bidders will be invited to view the area in order to ask any and all questions pertaining to the document and the Scope of Service. Questions during the pre-bid phase about the Scope of Service must be in writing and directed to the Project Manager or City Administrator. All points of clarification and questions answered at the conference which may affect the bid will be issued in the form of addendum.

All bids must be stated as a Lump Sum amount for the Basic Bid. Bid shall include all labor, materials and equipment necessary to perform the work, complete-in-place and accepted. The work to be performed under this contract shall consist of the following: providing all tools, equipment, materials, supplies, and manufactured articles; furnishing all labor, transportation, and services, including testing, shipping, fuel, power, water; and performing all work or other operations required for the fulfillment of the contract. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Scope of Work, the Contractor shall provide that may be necessary for the proper completion of the work.

The Contractor shall conduct the Scope of Work in accordance with the specifications and directions from the City of Gustavus on site project manager.

The Contractor shall secure and isolate the worksite for the protection of its workforce and the general public, prepare the sites where the proposed work will be located, and shall be responsible for clearing and grubbing the necessary areas and disposing of the rubbish at an approved facility.

As per the Scope of Work and the attached diagram, the Contractor shall be responsible for all movement of dirt and other material, removal of trees, bringing in of pit run material, grading, and compaction.

The Contractor shall also be responsible for all cleaning and site maintenance activities during the installation phase and for final cleanup. The Contractor shall be responsible for cleaning up the worksite following each workday.

Also during the execution of the project, the Contractor needs to be aware of when the DRC is open to the public and there will be traffic at the DRC. The hours of operation at the DRC are Tuesday, Thursday, and Saturday 10AM to 4 PM. Work on the project occurring occur during these times shall not interfere with the DRC's normal operation.

## **SCOPE OF WORK**

### **1.1 BACKGROUND**

The project job site (Site) is located at 2 Salmon River Harbor Road within Lot 6 in Section 18, Township 40 South, Range 59 East, Copper River Meridian, and the property is owned by the City of Gustavus. Adjacent lands are owned by the State of Alaska.

Since 1996 the DRC has operated a food waste composting program for the community's waste stream. Please see:

[https://cms.gustavus-ak.gov/sites/default/files/fileattachments/disposal/\\_recycling\\_center/page/17321/2015\\_food\\_waste\\_composting\\_plan.pdf](https://cms.gustavus-ak.gov/sites/default/files/fileattachments/disposal/_recycling_center/page/17321/2015_food_waste_composting_plan.pdf)

For more information on the DRC's food waste composting program. In 2006, the DRC constructed the 30' wide x 48' long x 16' high Quonset building. The wooden base of the Quonset has failed requiring the installation of several buttresses to keep the walls and roof up. Also, the Quonset was not designed for composting and lacks reinforced push walls which aid in the mixing or retrieval of the compost material. The Quonset also did not provide an integral active aeration system which is necessary when composting large amounts of food water, fish waste, or animal carcasses.

### **1.2 Project Overview SCOPE OF WORK**

The objective of this project is to build a 42' wide x 10' deep x ~15' high concrete and wood frame enclosed binned Compost Facility. Each of the five bins may contain up to 8+ cubic yards of sloped compost in piles with a maximum capacity of 15 cubic yards with the addition of cribbing installed at the bin openings. The compost is moved and processed using heavy equipment like a skid-steer.

Each bin has an isolated aeration system consisting of 4" PVC schedule 40 piping, a common forced air blower which exits into two "plenums" in each bay. A watering system utilizing an above ground rain catchment cistern is provided and distributed using a small submersible pump, and isolated HDPE lines. A 2" ABS leachate drain from each plenum is used to remove excess fluids from the bins and terminates to daylight. Roll top doors, installed at the entry to each bin, are used to prevent bird and rodents from entering the facility. Additional ventilation is provided by forced air vents at opposite ends of the facility to help evacuate excess humidity from the facility.

Construction Documents for this project:

1. City of Gustavus Compost System, dated 2.11.2020, consisting of 10 pages. This is the primary plan set.
2. City of Gustavus Compost System, RFQ with attached Scope of Work (this document)
3. Code: 2012 International Building Code <https://codes.iccsafe.org/content/IBC2012/toc>

Prior to the construction of the Compost System the existing 30' wide x 48' long x 16' high Quonset building will need to be disassembled with the intent of re-using certain components.

#### **1.2.1 Disassembly of the existing Quonset structure**

The City intends to reconstruct the Quonset at a later time. Re-assembly is not a part of this RFQ. The metal frame components need to be disassembled and collected in such a fashion that the complete frame can be reassembled later. The City has the original plans for the Quonset which will aid in reconstruction; what is desired by this RFQ is that no metal frame components become bent or lost in the process and the various steel components are placed in ordered piles. The City will provide an area for the disassembled metal frame components and can help supply buckets and bins for holding the small parts.

The City desires to reuse the fabric from the Quonset as temporary cover for other projects; however, the cover may be cut into two or three pieces to aid in disassembly.

Wood from the two 4' high x 48' long pony walls is desired to be salvaged where practical and efficient. Wood subject to ground contact is rotten and the Contractor is not responsible to provide careful recovery of all the wood components. The City will designate an area for reusable wood and non-reusable wood.

### **1.2.2 Site Layout, Earthwork, and Final Grade**

Per plans dated 2.11.2020. Layout for facility building pad with final approval of building corners by COG Project manager.

Grub approximately 45' L x 30' W x ~12" depth overburden and organic soils to establish base elevation for building pad and verification of non-frost susceptible bearing soils to a depth of 36" adjacent to building perimeter. Deposit overburden adjacent to site for later backfill and final grade. Create raised building pad 12-18" from base elevation. Use imported 6" minus shot rock base course, placement in ~8-12" lifts and compacted, cap with 2-4" pit-run clean bearing soils and compacted to achieve minimum 2000psf bearing soils. For soils under apron, add additional 6-8" lift of pit-run clean bearing soils and compacted, slope sub-grade to maintain continuity in apron slab thickness.

Final grade and backfill: repurpose overburden with placement at perimeter and to top of footing. For materials placed at the rear foundation wall, a minimum 2% slope to a height of 48" from top of slab and sidewall backfill slope at 2:1 or as not to slough material onto apron and work areas. Provide even slope and compaction. Provide pit-run egress from apron to existing work and equipment corridors as needed. Placement of "enviro blocks", to create ~48" high by 72" long block wall to retain and extend backfill at north wall to enclose cistern per plans dated 2.11.2020.

### **1.2.3 Structural Concrete Slab and Walls**

It is desired to have a Shallow Footing Monolithic Structural Concrete Slab with frost protection, per plans dated 2.11.2020. Provide hard trowel finish, and separation to adjoining apron slab. Insulate per plans using minimum 2" XPS extending 24" to exterior around slab perimeter placement at base of footing.

6" Thickness x 72" height reinforced concrete bin wall. Per plans dated 2.11.2020. Cold Joints allowed at intersection of interior walls only.

4" Thickness reinforced Apron Slab Per plans dated 2.11.2020. Sloped at max 1.5% away from Facility entrance.

**Approval to pour may be provided by CoG approved Project Manager, to Contractor upon inspection of reinforcement, in lieu of engineer, prior to placement of concrete in both mono-slab and stem-wall.**

### **1.2.4 Rough Framing**

Stick frame construction of wall and roof assemblies per plans dated 2.11.2020. Provide isolation at transition of concrete to wood members. All fasteners, hangers, or hardware must be corrosion resistant. Any fasteners, hangers, or hardware used in treated lumber must be rated for application.

### **1.2.5 Roofing**

Underlayment Grace Tri-flex or similar breathable roofing underlayment. Install per manufacturer's instructions.

ASC Building Supplies- "Skyline" Standing Seam concealed fastener painted metal roof panel and trims. Per plans dated 2.11.2020, installed per manuf. installation instructions. Color "weathered copper".

ASC Building Supplies- Paint match 26G metal fascia w/ drip edge. Thread seams, fasten @ 24" center of panel at Gable ends, and @ 32" and to align with plumb line of roof panel rib. Color "weathered copper".

Local-sourced paint match metal gutter and downspout to cistern inlet/pre-filter.

### **1.2.6 Siding**

Weather resistive barrier Tyvek building wrap or similar, install per manufacturer instructions.

ASC Building Supplies- "Nu-Wave" exposed fastener painted metal roof panel, flashings, and trims. Per plans dated 2.11.2020, provide minimum 3" overlap of wall panel to extend over concrete wall. Installed per manufacturer's installation instructions. Color Brown or similar to existing Scale House building's cladding color.

### **1.2.7 Exterior Doors**

Roll Top Garage Doors Per plans dated 2.11.2020. Manufactured Roll Top Doors Direct Model 750 Wind Rated. Exterior Mounted with Cover, with manual operation. Installed per manufacturer's installation instructions. Corrosion-resistant hardware and cover required. Color to be determined. Provide corner bump protection at base of door opening buck. Field verify door opening and sizing prior to ordering.

### **1.2.8 Piping, Cistern, and Ventilation**

Aeration system using 4" PVC Sched. 40 pipe and fittings per plans dated 2.11.2020. Use long sweep fittings where possible to reduce air friction coefficient. Provide ball or gate valve isolation after branch lines to provide aeration control for individual bays. Repurpose existing forced air blower unit. Attach to concrete wall using existing brackets, masonry fasteners approved, location may be moved to ease installation or per project manager's recommendation. Source custom removable sheet metal cover for unit. Under-slab portion of aeration system should be temporarily capped to prevent damage during construction.

Leachate Drain system using 2" ABS per plans dated 2.11.2020. Provide clean-out at start of run ~above grade, termination to daylight as possible, or to approximate area of a future vault or distribution chamber. Under-slab portion of aeration system should be temporarily capped to prevent damage during construction.

Provide 550gl cistern rain water catchment system. Provide "leaf eater" pre-filter at terminus of gutter downspout. Use min 2" PVC inlet from pre-filter to cistern inlet at the top of the tank. Use Dayton #3YU64 1/4HP submersible pump 2.5 amp 1-1/4" MNPT outlet or similar. Provide non-mercury inline float switch. Provide piping and thru-hull 1-1/4" to 1" fitting and subsequent 1" HDPE water line to building perimeter. Extend 1" Line through 4-6" diam. Arctic Pipe to ~48" from top of slab. Provide primary shutoff valve and clean-out pneumatic valve for winterization as needed. Provide 3/4" HDPE/Pex primary distribution line, with 3/4" Pex "tee" (1) per bay w/ add. isolation valve. Incise slot in 3/4" cap to facilitate water spray at terminus.

Attic Forced Air Louvered Vents per plans dated 2.11.2020. Hessaire Model #20SFV-H 20" Attic Vent Fan w Louvre Door. Aluminum Const. 110v 20amp Circuit

### **1.2.9 Electrical Service, Distribution, and Fixtures**

Provide electrical connection/service via PVC conduit from existing electrical terminal/cabinet at location adjacent to the gate entering the "Pit". Installed sub-grade minimum depth of 18" by civil contractor. Install new ~100amp minimum 8 position sub-panel at approximate location per plans dated 2.11.2020.

Provide distribution within conduit, switching, and installation for 6 LED light fixtures, minimum 1 GFCI receptacle. Feed and disconnects for the 20amp aeration blower unit, 20amp Attic ventilation fans, and 25amp water pump. Provide thermostat control wires, 1/bay to blower unit, in conduit as needed.

### 1.3 GENERAL SCOPE CONDITIONS

The work to be performed under this contract shall consist of the following:

- a) Provide construction management, supervision, and skilled labor to complete the work using best management practices, industry standards, adherence to applicable building codes, and as specified in the construction documents detailing the project.
- b) Provide all tools, equipment, materials, supplies, and manufactured articles; performing all work or other operations required for the fulfillment of the contract.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Scope of Work, the Contractor shall provide which may be necessary for the proper completion of the work.

The Contractor shall conduct the civil, earthwork, layout, concrete work, carpentry, and assembly work in accordance with the approved project factsheet, project plans and specifications, BOQ, design documents, and the directions from the City of Gustavus on site project manager.

The Contractor shall secure and isolate the worksite for the protection of its workforce and the general public, prepare the sites where the proposed work will be located, and shall be responsible for clearing and grubbing the necessary areas and disposing of the rubbish at an approved facility.

As per the attached design documents, the Contractor shall be responsible for all required demolition, compaction, masonry and concrete works, fabrication and assembly, plumbing, earthwork, foundation, and carpentry work.

The work shall also include the patching and repair of all existing items disturbed by the Contractor during the assembly and installation. The Contractor shall be responsible for the disposal of all unsuitable material removed from the work area during construction. The Contractor shall also be responsible for all cleaning and site maintenance activities during the installation phase and for final cleanup. The Contractor shall be responsible for cleaning up the worksite following each workday.

During the execution of the project, the Contractor shall maintain a photographic record of work on site to document daily progress.

**End Scope of Work**

## RFQ Bid Sheet

### Project: RFQ-CP19-06DRC Disposal & Recycling Center Compost System Project

A complete Scope of Work (SOW) may be found within the Request for Quotes (RFQ) document. Bidders are to examine the entire RFQ and the SOW prior to providing Bids for the below mentioned services. This Bid Sheet and the RFQ together will become the binding contract between the City of Gustavus and the qualified, lowest responsive, responsible bidder.

Bidders are to provide on this document a total bid amount for each of the following:

Work Item	Description	Unit	Quantity	Unit Price	Extension
1.2.1	Disassembly of the Existing Quonset Structure	LS	1		
1.2.2-1.3	Complete construction of the City of Gustavus Composting Facility (SOW Line items 1.2.2-1.3)	LS	1		
	<b>Total</b>				

This RFQ bid sheet will be the sole measure to evaluate and determine the winning bid for the project through the method described in the RFQ. Bids on the Basic Bid and all alternatives must be clear and legible. The Signature on this bid sheet must be an original.

Business Name \_\_\_\_\_

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number - primary

\_\_\_\_\_  
Alternate phone number

Alaska Business License No. \_\_\_\_\_

Alaska Contractor's License No. \_\_\_\_\_

## **AWARDING OF THE CONTRACT**

The award of this contract is given to the lowest responsive, responsible bidder. The name and signature of the contractor is provided below with the signatures of those officials vested with the authority to consummate this contract.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Cal Casipit  
Mayor, City of Gustavus

ATTEST: \_\_\_\_\_  
Phoebe Vanselow  
City Treasurer, City of Gustavus



**City of Gustavus, Alaska**

PO Box 1  
Gustavus, Alaska 99826

Phone: 907.697.2451  
Fax: 907.697.2136  
Email: [treasurer@gustavus-ak.gov](mailto:treasurer@gustavus-ak.gov)

**Project: RFQ-CP19-06DRC**

**Disposal & Recycling  
Center (DRC)**

**New Compost System  
Project**

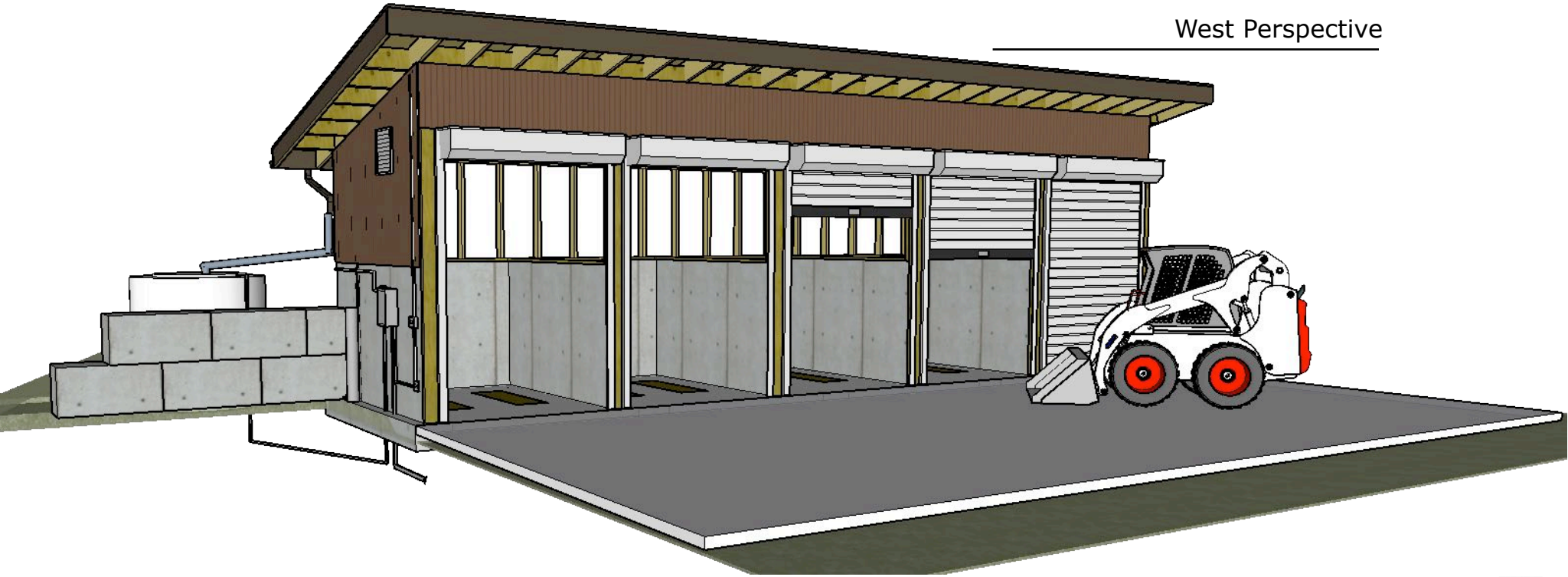
**THIS IS NOT AN ORDER**

**COVID-19 Precautions for Pre-Bid Conference:  
April 22<sup>nd</sup>, 2020 at 10:00 a.m.  
Disposal & Recycling Center**

- No more than 10 participants
- Maintain physical distancing of 6-feet from each other
- Participants are asked to bring and wear face masks



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DESCRIPTION	Site Plan
ISSUE	12.30.2019 Re-ISSUE 1.20.2020 Re-ISSUE 2.11.2020
PROJECT-	Compost Facility Gustavus, AK 99826 CLIENT City of Gustavus, Alaska
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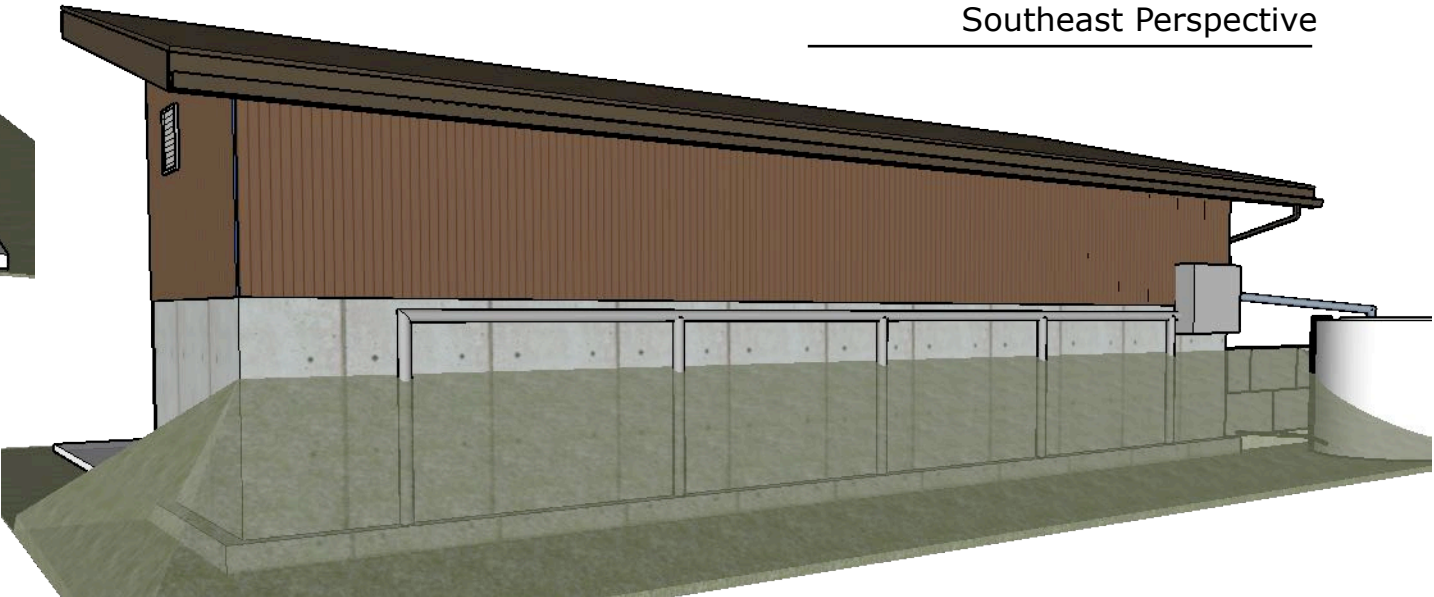
West Perspective




Southwest Perspective



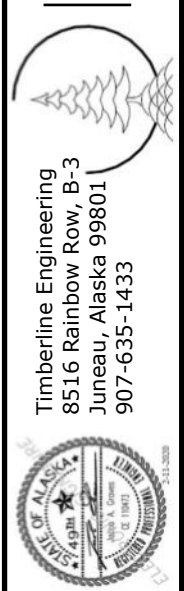
Northwest Perspective



Southeast Perspective



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DESCRIPTION  
Perspectives

ISSUE  
12.30.2019  
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PROJECT-  
Compost Facility  
Gustavus, AK 99826  
CLIENT  
City of Gustavus, Alaska

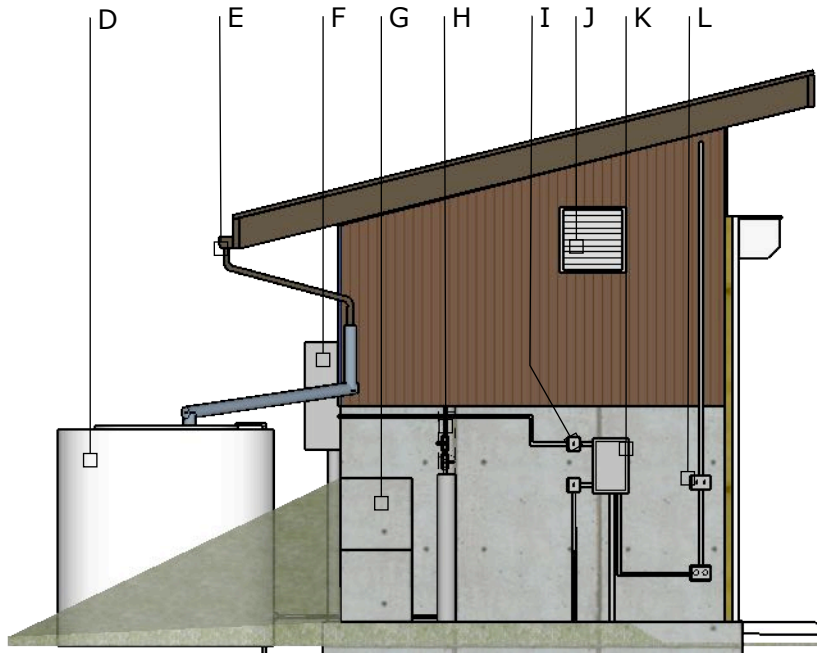
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01



West Elevation

3/16" = 1'-0"



North Elevation

3/16" = 1'-0"

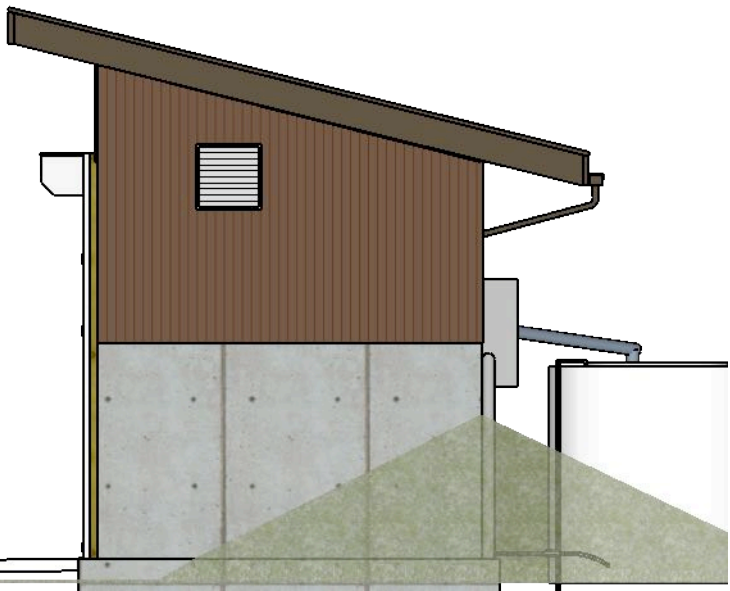


East Elevation

3/16" = 1'-0"

General Component Schedule

- A - ASC 28G Painted Metal Flash Facia w/ ASC Skyline Standing Seam Metal Panel Color "Weathered copper"
- B - ASC NuWave Corrugated Vertical Orientation "Brown"
- C - 750 series Roll Top Garage Door w/ wind rating, hand driven
- D - 550gl partial below grade Cistern
- E - 4" Gutter and downspout paint to match roof/trim
- F - Aeration system blower unit outlet 4" piping w/ Thermostat
- G- Repurpose onsite enviro blocks to create ~48" high block wall
- H- Water line outlet w/ Arctic pipe, valve and service connection
- I - Power disconnects for Blower and Water Pump
- J - 110v 20 amp Hessaire Attic Vent w/ Louvre provide switch
- K - 100amp service connection/sub panel and distribution
- L - Electric, Fan, Light switches, receptacles and dist. to point of use



South Elevation

3/16" = 1'-0"



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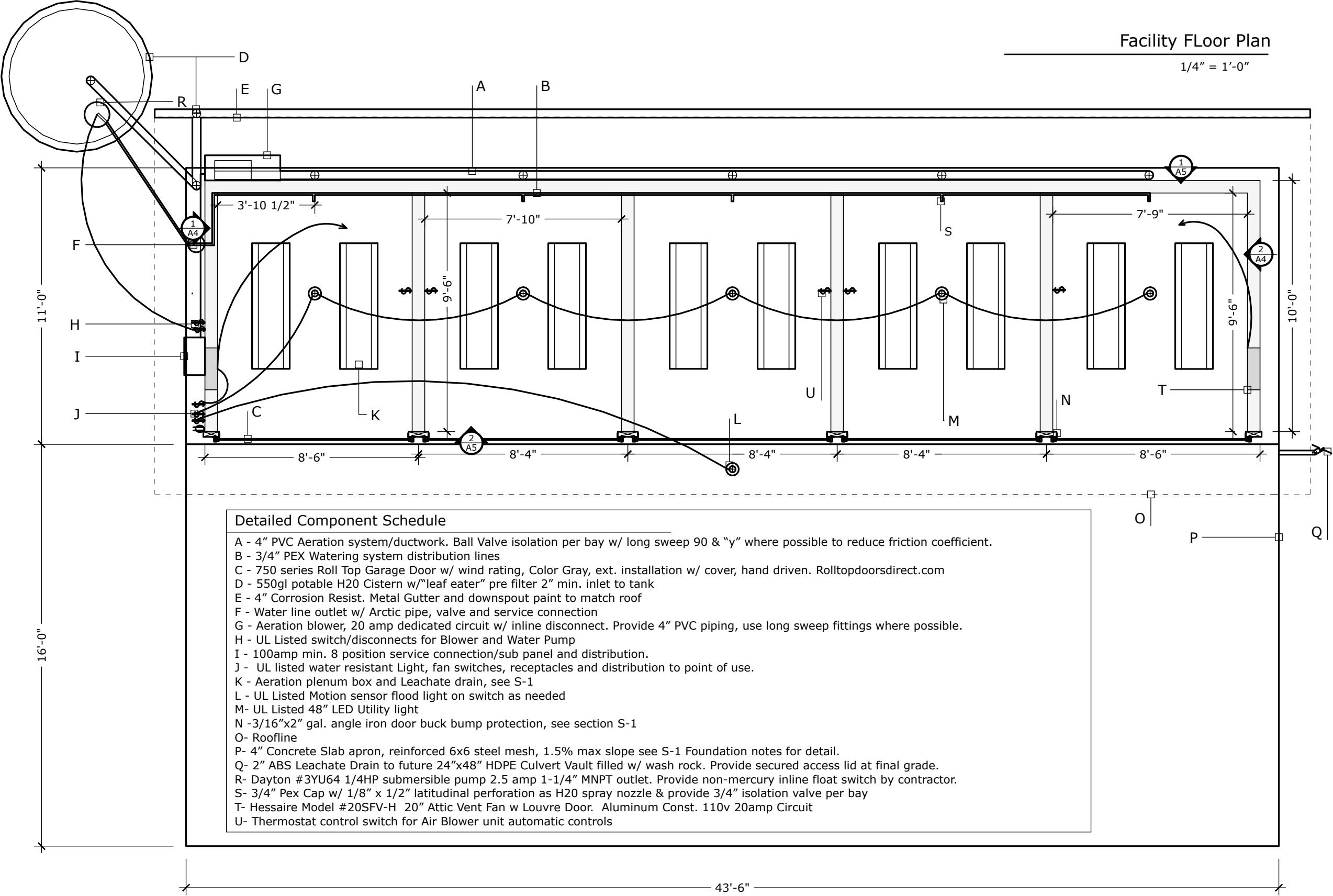


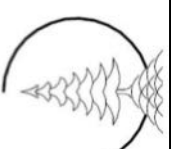
DESCRIPTION  
Elevations

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City of Gustavus, Alaska

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02





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DESCRIPTION  
Section A-4

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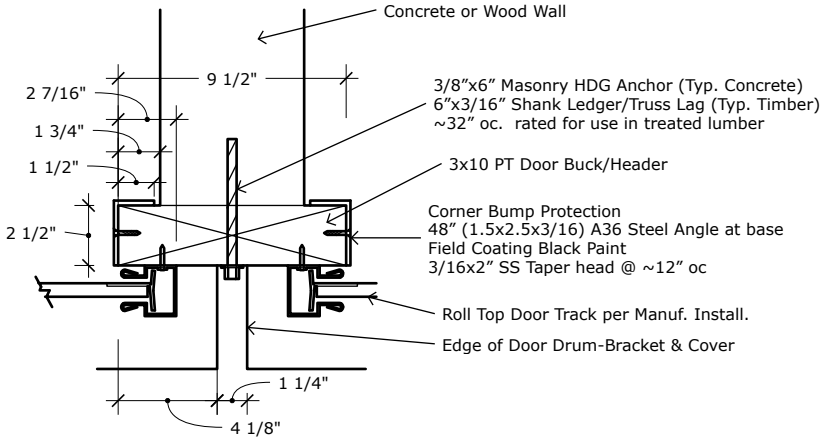
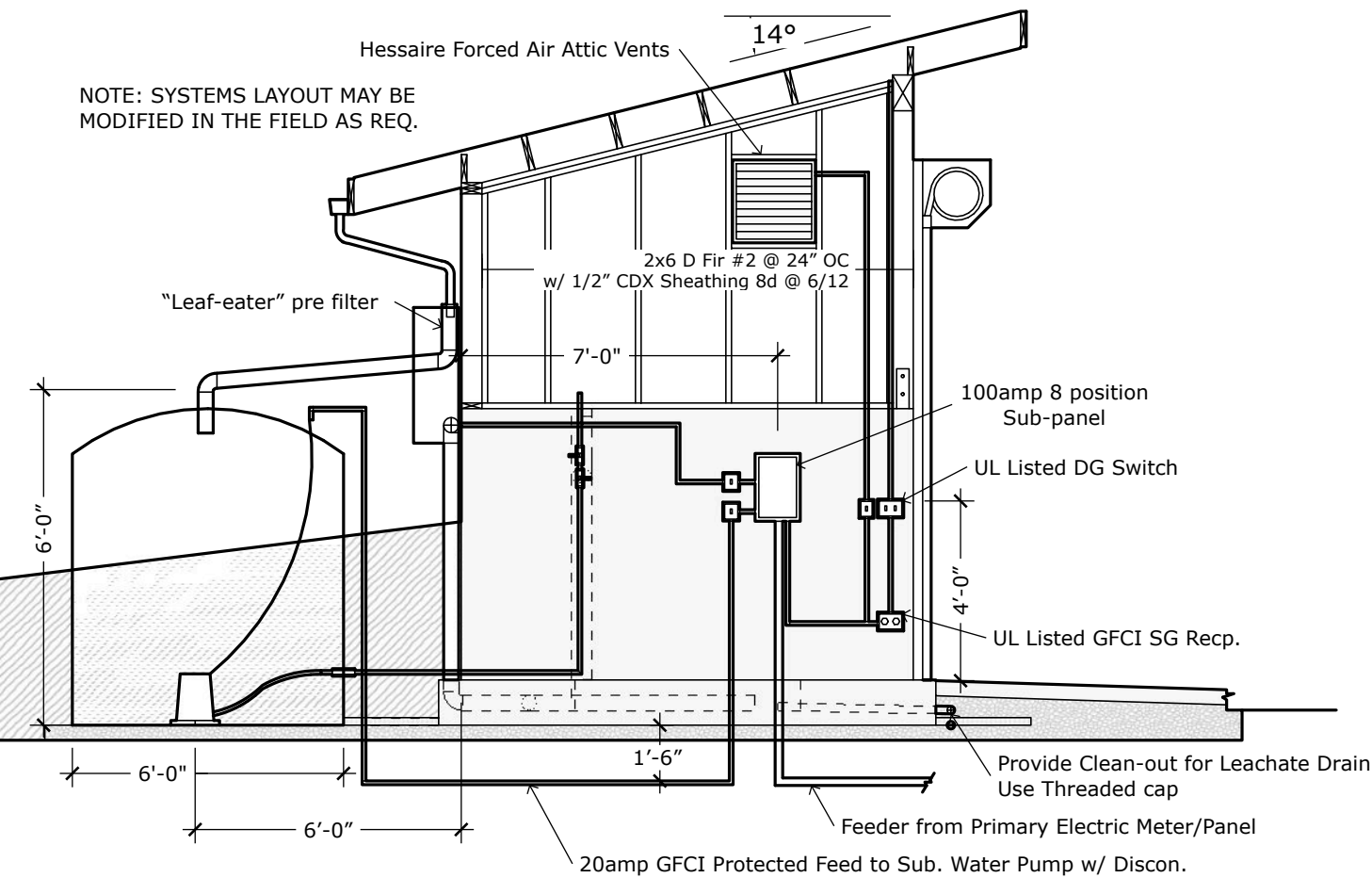
PROJECT-  
Compost Facility  
Gustavus, AK 99826  
CLIENT  
City of Gustavus, Alaska

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04

North Wall Section A4-1

1/4" = 1'-0"

NOTE: SYSTEMS LAYOUT MAY BE  
MODIFIED IN THE FIELD AS REQ.

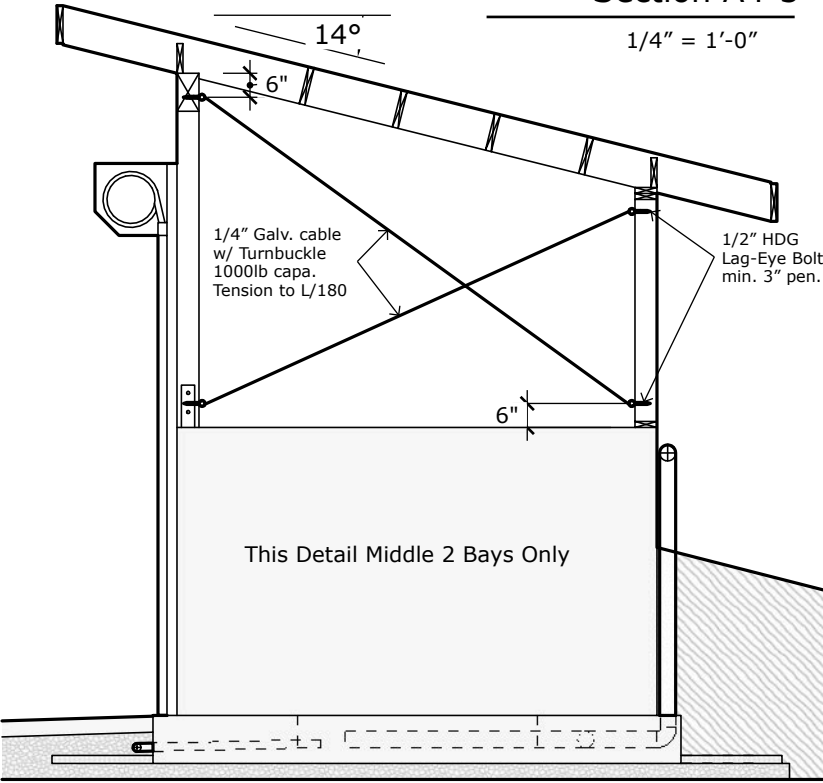


Door Buck/Track Detail Plan View

1-1/2" = 1'-0"

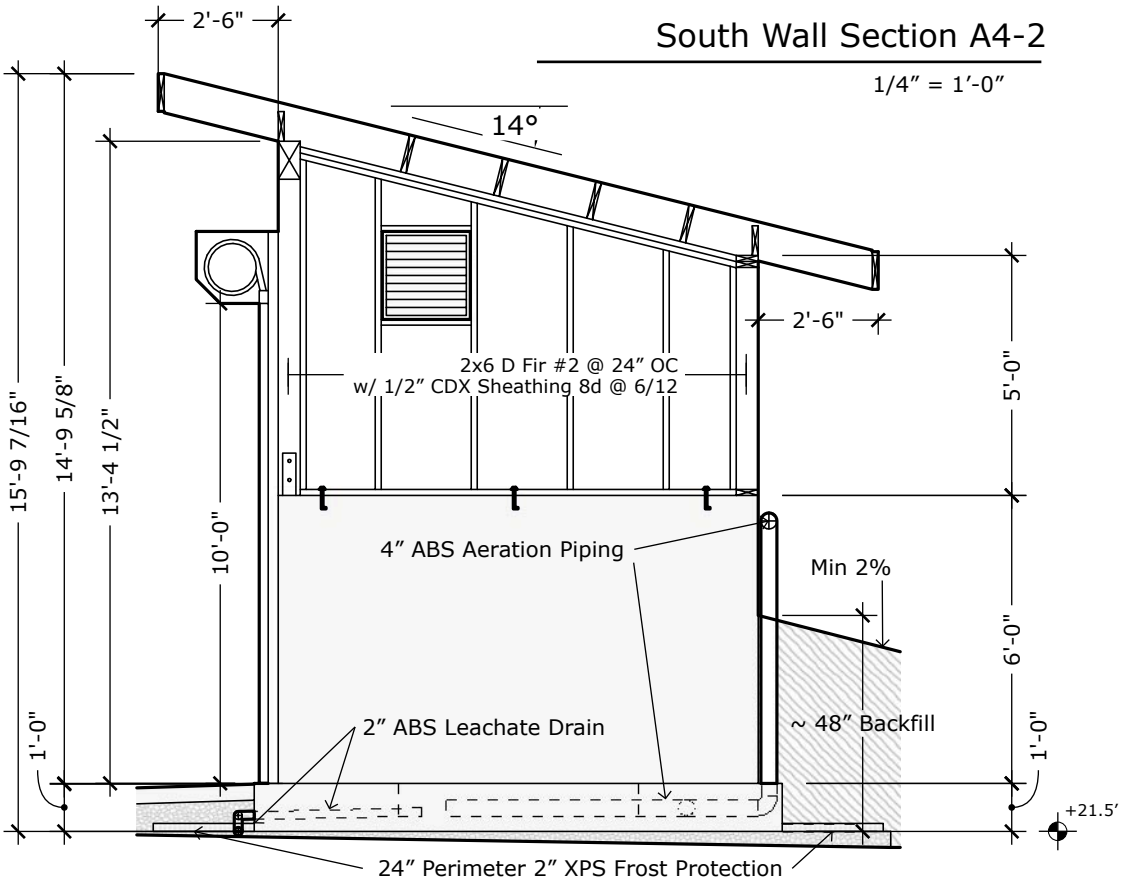
Section A4-3

1/4" = 1'-0"



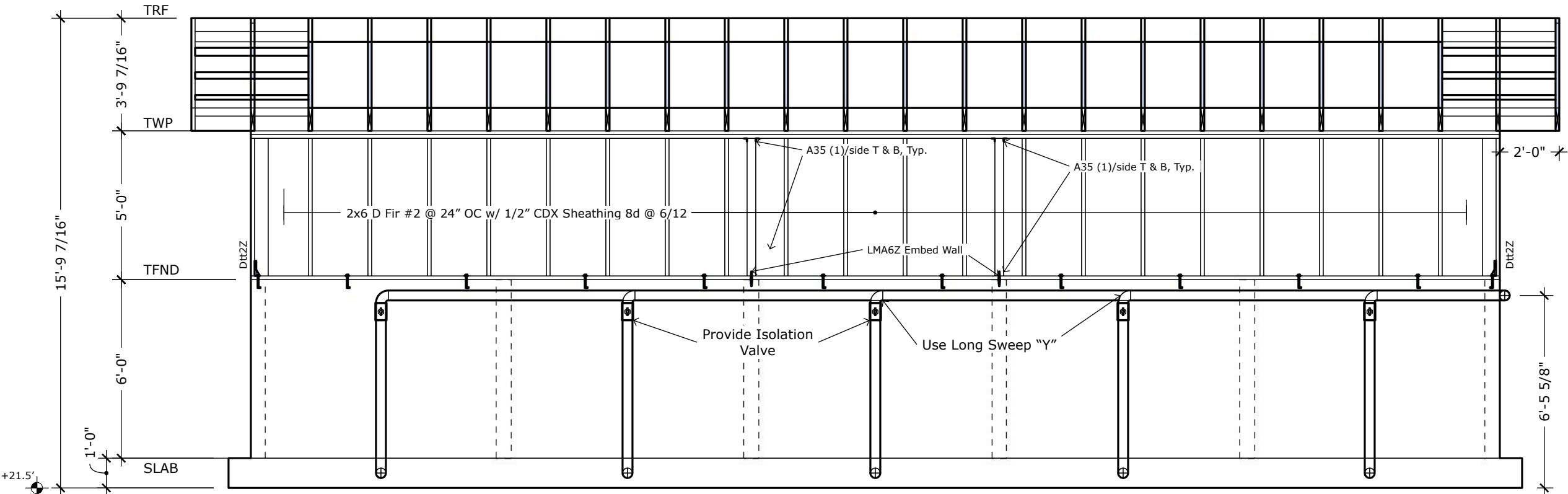
South Wall Section A4-2

1/4" = 1'-0"



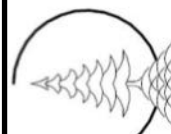
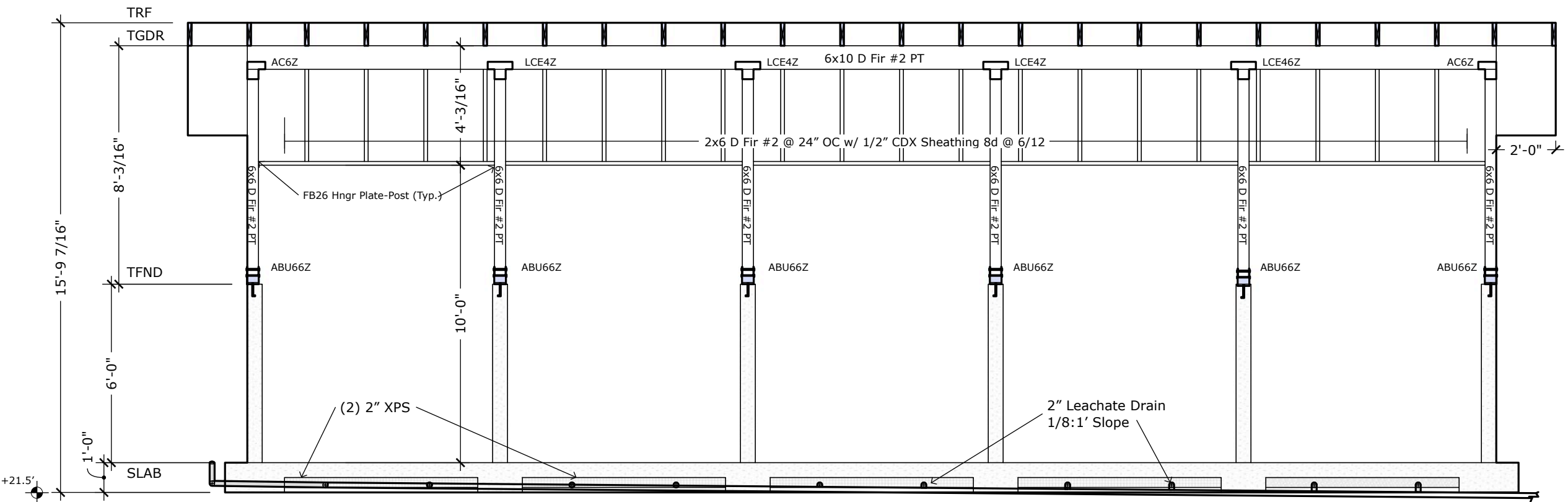
East Wall Section A5-1

1/4" = 1'-0"



West Wall Section A5-2

1/4" = 1'-0"



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DESCRIPTION  
Section A-5

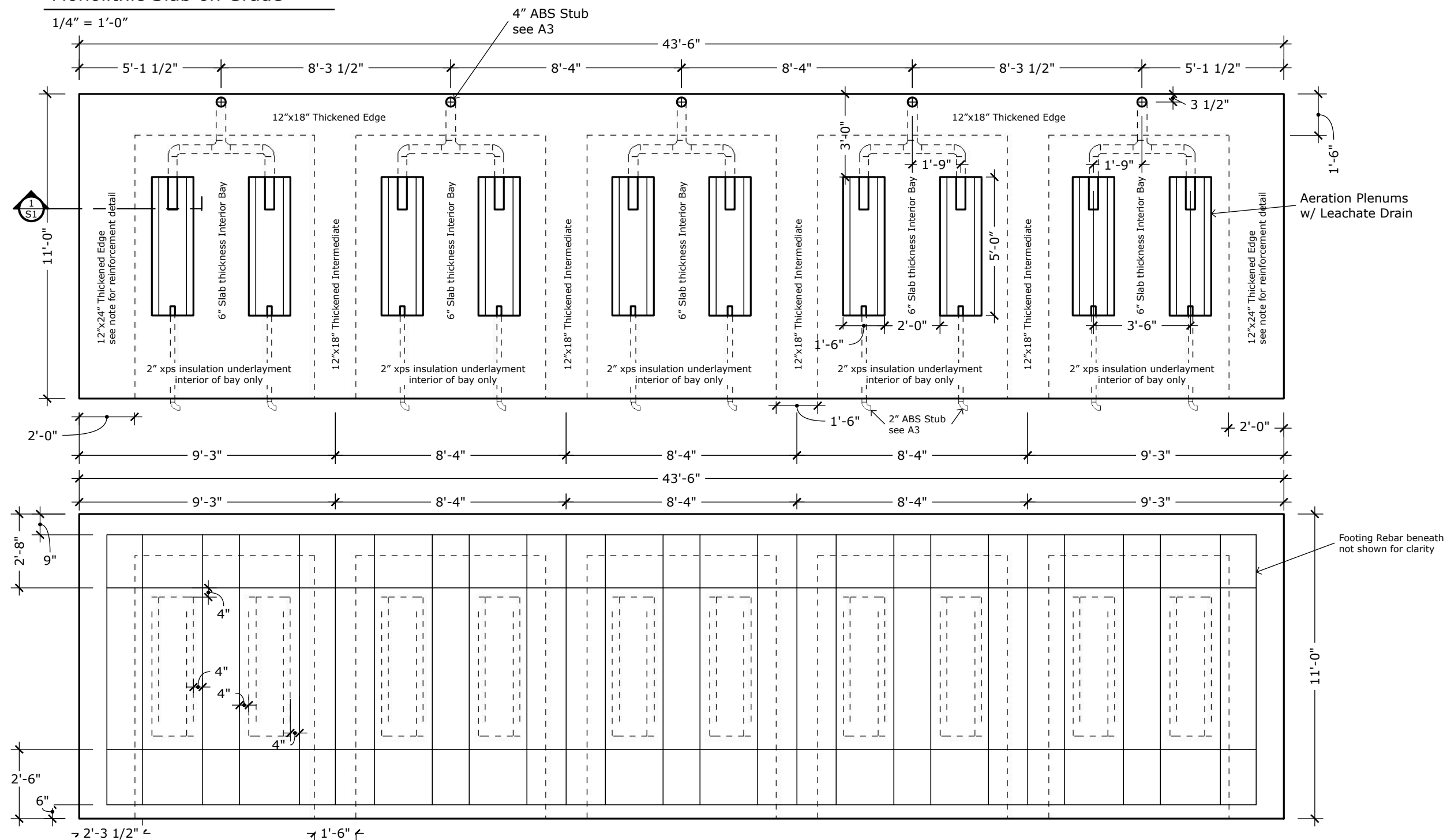
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# Monolithic Slab on Grade

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## FOUNDATION NOTES - IBC 2012 - NON FROST SUSCEPTIBLE BEARING SOILS BELOW FOOTING 2000PSF, CONCRETE- 3000PSF MIN STRENGTH

**THICKENED EDGE REINFORCED MONOLITHIC SLAB**  
**VERIFY NON-FROST SUSCEPTIBLE FREE DRAINING SOILS TO A DEPTH OF 36" PRIOR TO START OF WORK OUTSIDE PERIMETER OF FOOTPRINT.**  
 12" HEIGHT X 18" WIDTH (3) # 4 REBAR 4" FROM EDGE W/ 5" SPACING, SET AT 3" FROM BTM OF FOOTING, OR AS NOTED PER PLANS.  
 24" OVERLAP AT ALL JOINTS AND WIRE TIED. ALL FOOTINGS, USE #4 VERTICAL "J" BAR AT 18" O.C. SPACING. W/ 6" HOOK LENGTH  
 PLACEMENT TO UNDERSIDE OF FOOTING REBAR W/ ALTERNATING DIRECTION. (SEE DETAILS THIS PAGE FOR ADDITIONAL REQUIREMENTS)

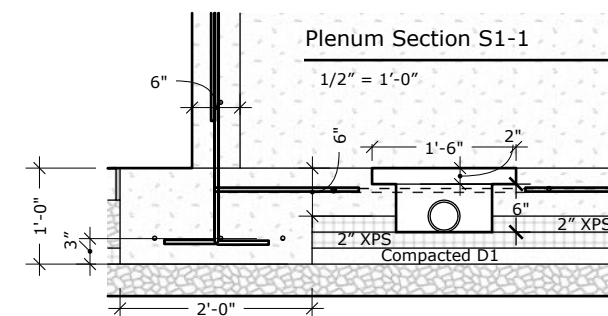
**SLAB**  
 REDUCED SLAB THICKNESS TO 6" W/IN INT. BAYS. USE 2" XPS 250 (TYP.) UNDER SLAB AT BFND, SEE ABOVE REINFORCEMENT LAYOUT FOR SLAB.  
 USE 4" D1 COMPACTED FOR SUB GRADE. PROVIDE 6 MIL POLYETHEYNE VAPOR RETARDER AT BFND MIN 18" OVERLAP AT SEAMS EXTEND TO FOUNDATION EDGE.

**APRON SLAB**  
 4" THICKNESS, PROVIDE EXPANSION JOINT AT ADJOINING MONOSLAB FND. USE 6X6 STEEL MESH REINFORCEMENT PLACED TO CENTER OF DEPTH W/ 12" OVERLAP  
 PROVIDE CONTROL JOINTS, WET CUT TO 1-1/14" DEPTH ON MAX 8' GRID SPACING. SLOPE MAX 1.5% GRADE AWAY FROM ADJOINING FOUNDATION SLAB.

**BACKFILL-** PROVIDE 24" X 2" FOAMULAR XPS AS FROST PROTECTION EXTENDED FROM FND PERIMETER.  
 FINAL GRADE EXTEND TO COVER FOOTING & PROVIDE MIN. 2% SLOPE AWAY FROM FOUNDATION.  
 DAMP-PROOFING REQUIRED AT ALL FOUNDATIONS BELOW GRADE.

## Monolithic Slab Reinforcement Layout

1/4" = 1'-0"



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DESCRIPTION  
 Mono Slab

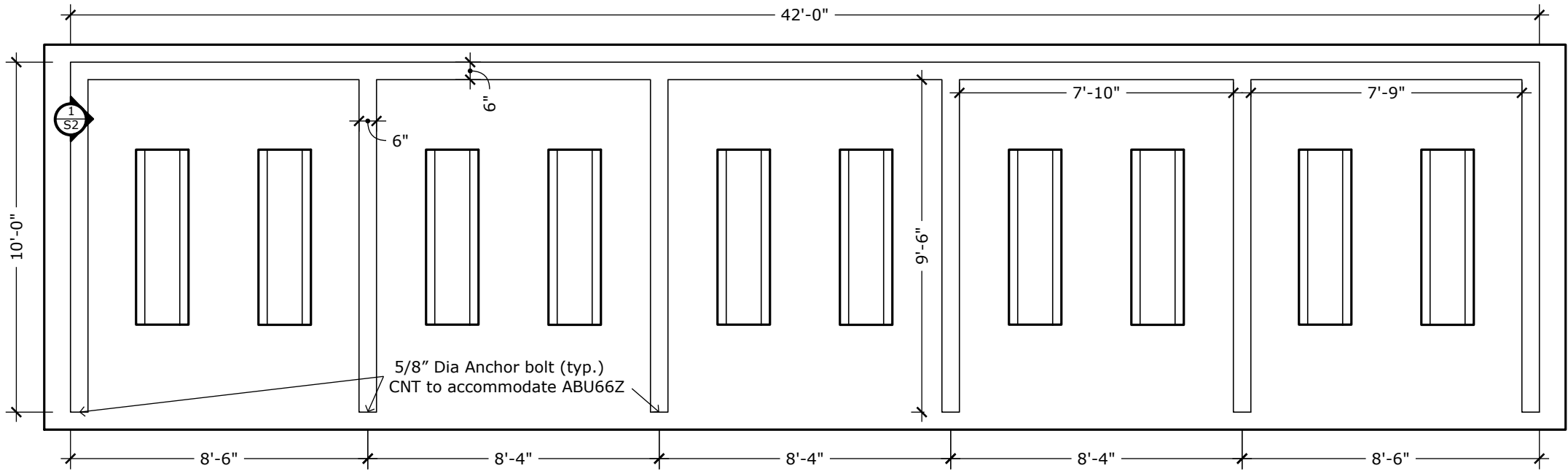
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 City of Gustavus, Alaska

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**01**

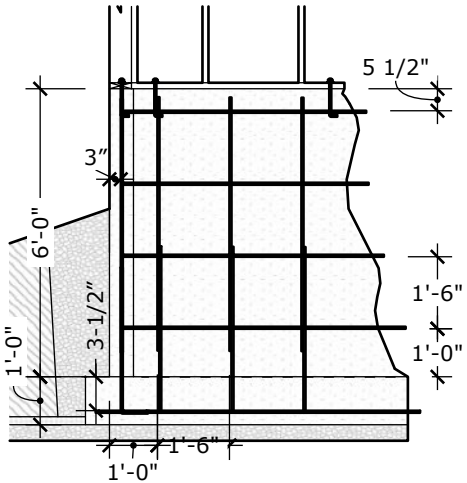
Concrete Stemwall

1/4" = 1'-0"



Stemwall Section S2-1

1/2" = 1'-0"

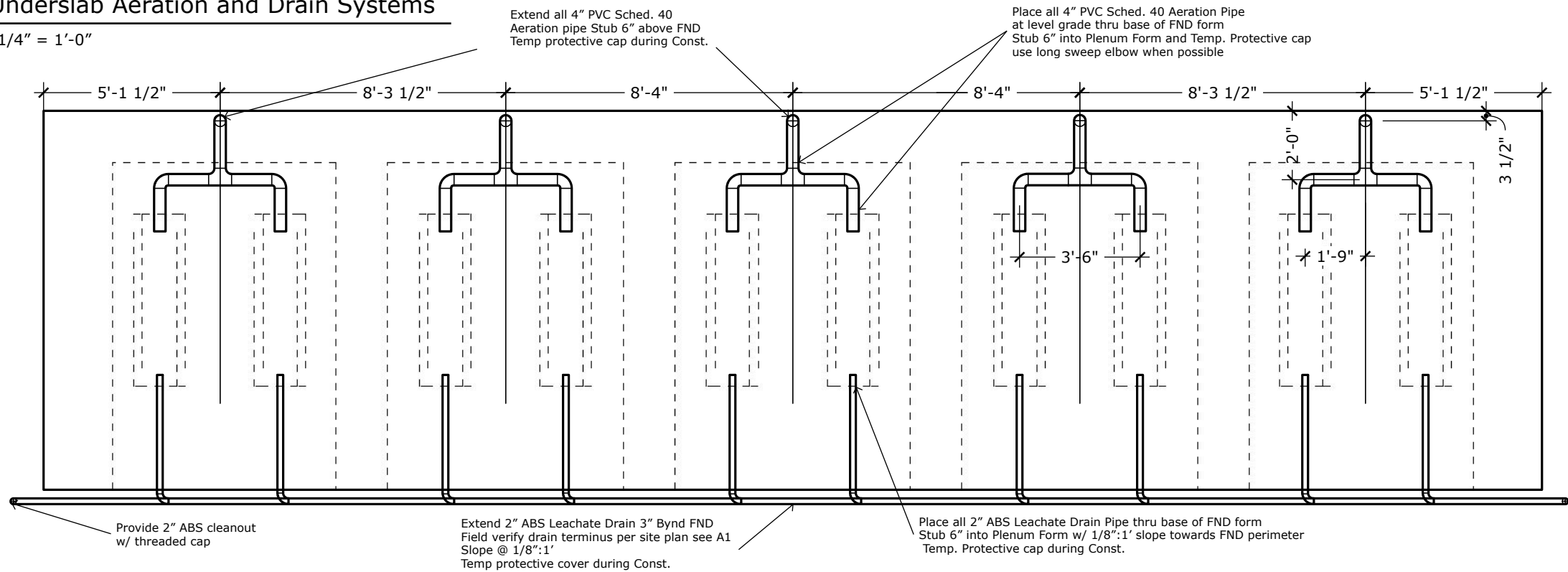


FOUNDATION NOTES- - IBC 2012 - NON FROST SUSCEPTIBLE BEARING SOILS BELOW FOOTING 2000PSF, CONCRETE- 3000PSF MIN STRENGTH

**STEMWALL-** 6" WIDTH X 72" HEIGHT HORIZ. #4 BAR 12" FROM BOTTOM OF WALL AND 18" OC FIELD W/ LAST COURSE MAX 6" FROM TOP OF WALL  
#4 VERTICAL BAR MAX 12" FROM END/CORNER & @ 18" O.C. SPACING/FIELD, TIED TO FOOTING J-BAR SET AT CENTER OF WALL OR 3" DISTANCE TO EDGE  
24" MIN LAP SPLICE WITH CONTINUOUS CORNERS AND WIRE TIED, COLD JOINT APPROVED AT INTERSECTIONS OF INTERIOR WALL JOINTS ONLY  
**MUD SIL-** 2x6 TREATED SIL PLATE 5/8" DIAMETER ANCHOR BOLT AT 48" OC OR PER PLANS, & MIN 12" FROM ALL CORNERS/END W/ 3x3 PLATE WASHER ALL.  
**BACKFILL-** 2% SLOPE AWAY FROM FND/BLDG PERIM. DAMP-PROOFING REQ. AT ALL FND BELOW GRADE. PROVIDE WATERPROOF MASTIC TOOLED AT WALL/SLAB JOINT AT EXPOSED EXTERIOR JOINTS  
**PERIMETER DRAIN-** NOT REQUIRED DUE TO SITE CONSTRAINTS

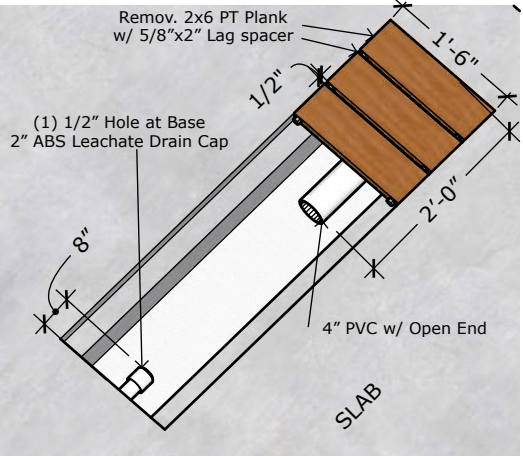
Underslab Aeration and Drain Systems


1/4" = 1'-0"



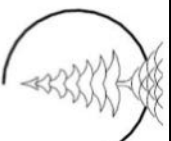
Plenum/Drain Detail

1/2" = 1'-0"






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STATE OF ALASKA  
PROFESSIONAL ENGINEER  
JAMES A. GUNDEL  
No. 12181  
EXPIRATION DATE 12-31-2020

DESCRIPTION  
Stemwall  
Plenums

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02



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Framing Plans

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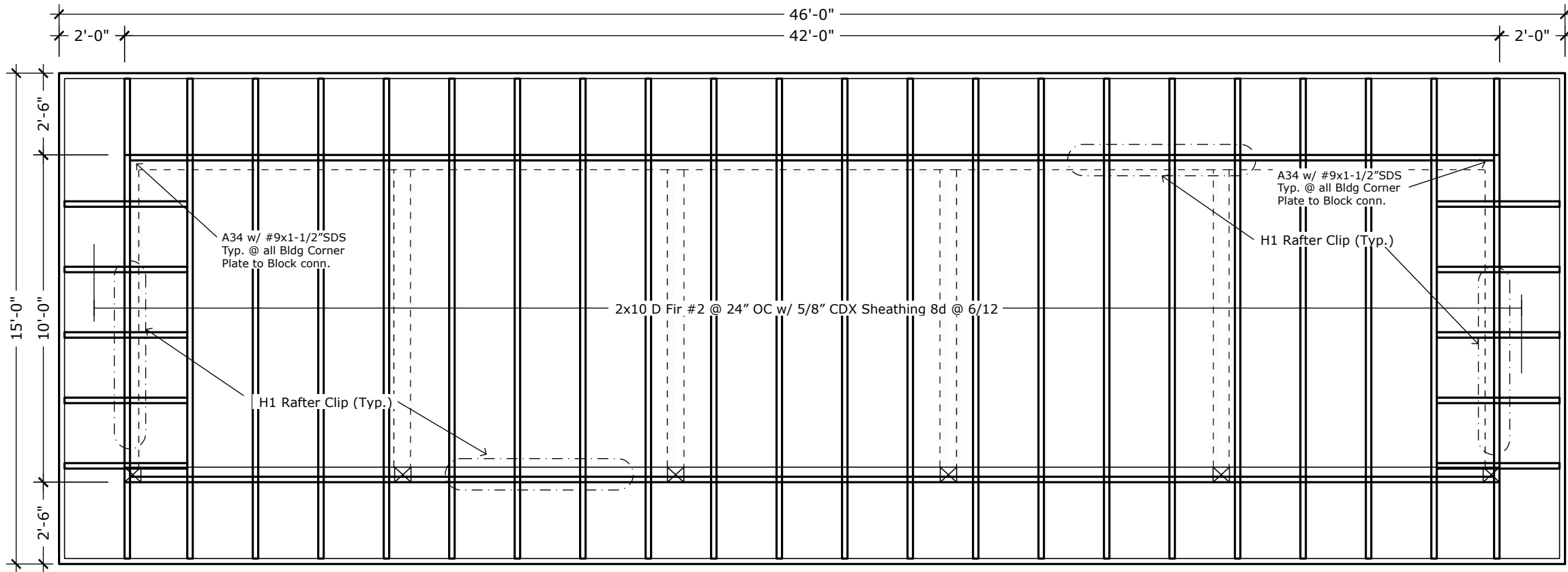
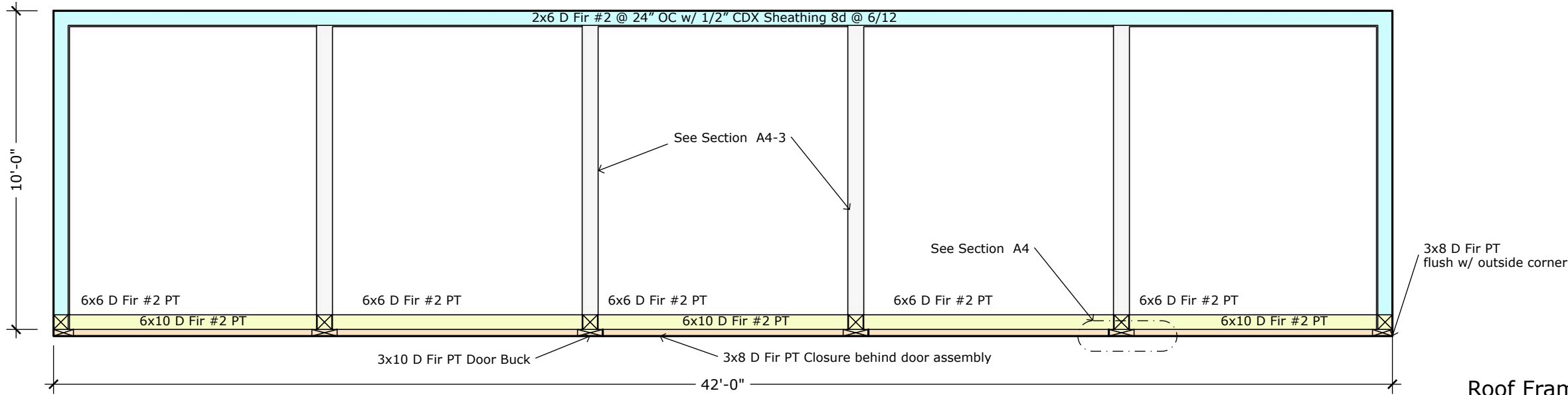
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Gustavus, AK 99826  
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03

Wall-Post & Beam Framing

1/4" = 1'-0"



ROOF FRAMING- 40# LL 10#DL L/360- IBC 2012 -

**RAFTER-** 2X10 D FIR #2 @ 24" OC. PROVIDE SEAT CUT AND H1Z SIMPSON TIE AT BEARING SEE SECTION BLOCK AT EXT WALL PROVIDE MIN. 2" VENT SPACE NAIL W/ RODENT BARRIER HARDWARE CLOTH

**SHEATHING-** 5/8" CDX APA RATED PLYWOOD NAIL 8D 6" PANEL EDGE 12" FIELD

**SUBFACIA & LOOKOUTS-** 2X10 D FIR #2 @ 24" OC. (4) 16D LOOKOUT/RAFTER TO SUBFACIA, TOENAIL BLOCKING @ 12" OC

**WATERPROOFING/UNDERLAYMENT-** GRACE TRI-FLEX OR SIMILAR BREATHABLE CROSS LINKED FABRIC.

**ROOFING-** ASC SKYLINE 16" PANEL WIDTH FASTEN PER MANUF. INSTRUCTIONS COLOR TBD

**FACIA WRAP-** 26G SHEET METAL FACING WITH DRIP KICK COLOR TBD

WALL-POST AND BEAM - IBC 2012-

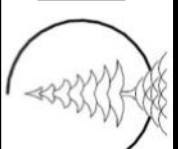
**MUD SIL-** 2X6 D FIR #2 PT W/ 3X3 PLATE WASHER 12" FROM WALL END, 48' OC IN FIELD. PROVIDE FOAM SEALER AT BEARING ONTO CONCRETE STEMWALL.

**WALL STUD/PLATE-** 2X6 D FIR #2 @ 24" OC (3) 16D PER CONNECTION

**SHEATHING-** 1/2" CDX PLY WALL PANEL 8D @ 6/12 HORIZONTAL ORIENTATION BLOCK AT PANEL EDGES

**POST-** 6X6 D FIR #2 PT W/ AC6Z OR LCE4Z COLUMN CAP USE ABU66Z AT POST BASE TO CONCRETE CONNECTION

**GIRDER-** 6X10 D FIR #2 PT DOOR BUCKS- 3X8 D FIR PT VERTICAL AT OUTSIDE CORNERS 3X10 D FIR PT VERTICAL AT INTERMEDIATE, 3X8 D FIR PT HORIZONTAL AT DOOR TOP ASSEMBLY CONNECTIONS.



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DESCRIPTION  
Engineers Notes

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2.1.1.2020

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CLIENT  
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DESIGN CRITERIA:

1. CODE: 2012 INTERNATIONAL BUILDING CODE
2. ROOF SNOW LOAD: 46 PSF
3. BASIC WIND SPEED: 120 MPH (3 SEC. GUST)  
EXPOSURE B
4. SEISMIC DESIGN CRITERIA:  
SITE CLASS: D  
RISK CATEGORY: I  
SEISMIC DESIGN CATEGORY: D  
S<sub>DS</sub> = 0.715  
S<sub>D1</sub> = 0.556
5. FLOOR LIVE LOADS:  
FLOORS/DECKS: 40 PSF  
ROOF: 20 PSF  
SLAB: 40 PSF (7,500 LB SKID STEER)

GENERAL NOTES:

1. THE PLANS AND SPECIFICATIONS ARE A GUIDE ONLY AND DO NOT DEPICT OR CALL OUT EVERY COMPONENT NECESSARY FOR COMPLETION OF THE PROJECT.
2. DESIGNER AND ENGINEER'S OBLIGATION AND/OR LIABILITY FOR ERRORS OR OMISSIONS SHALL BE LIMITED TO REDESIGNING AND REDRAWING THESE DRAWINGS TO CORRECT THE SITUATION.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS, ELEVATIONS, AND SITE CONDITIONS PRIOR TO STARTING WORK, AND TO IDENTIFY ANY CONFLICTS THAT DO NOT ALLOW THE BUILDING TO BE CONSTRUCTED AS PER PLANS. THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY DISCREPANCIES.
4. ALL CONSTRUCTION SHALL BE DONE WITH MATERIALS, METHODS, AND WORKMANSHIP ACCEPTED AS GOOD PRACTICE BY THE CONSTRUCTION INDUSTRY AND SHALL BE IN CONFORMANCE TO THE PROVISIONS OF THE INTERNATIONAL BUILDING CODE, 2012 EDITION, AND STANDARDS REFERENCED THEREIN.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ADEQUATE SHORING, BRACING, FORMWORK, ETC., AS REQUIRED FOR THE PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION.
6. STRUCTURAL OBSERVATION OR FIELD INSPECTION IS NOT THE RESPONSIBILITY OF THE ENGINEER OR DESIGNER.
7. IN AREAS TO BE EXCAVATED, THE CONTRACTOR SHALL DETERMINE THE LOCATIONS OF EXISTING UTILITY SERVICES PRIOR TO EXCAVATION.

FOUNDATION:

1. NO GEOTECHNICAL REPORT OR SOILS REPORT WAS PREPARED FOR THIS PROJECT.
2. CONTRACTOR TO VERIFY THAT THE UNDISTURBED SOILS AT THE BOTTOM OF EXCAVATION HAVE A MINIMUM BEARING CAPACITY OF 2,000 PSF PRIOR TO BACKFILLING WITH GRAVEL. PROOF COMPACT NATIVE SOILS WITH A MINIMAL LEVEL OF EFFORT OF 6 PASSES WITH A WALK-BEHIND, VIBRATORY PLATE OR DOUBLE DRUM ROLLER COMPACTOR WITH A MINIMUM RATING OF 14,000 POUNDS. ALL SOFT, ORGANIC, OR UNDESIRABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL. PLACE AND COMPACT BACKFILL IN LIFTS NOT TO EXCEED 12-INCHES.
3. ORGANIC AND/OR WEAK SOILS ENCOUNTERED DURING EXCAVATION AND/OR PROOF COMPACTING SHALL BE REMOVED AND REPLACED WITH FREE-DRAINING, NON-FROST SUSCEPTIBLE, STRUCTURAL FILL AND COMPACTED IN LIFTS NOT TO EXCEED 12-INCHES.
4. CONCRETE COMPRESSIVE STRENGTH SHALL BE 3,000 PSI MIN. FOR STEMWALLS, FOOTINGS AND SLABS.
5. AIR ENTRAINING AGENT (3% - 6%) SHALL BE USED IN ALL CONCRETE EXPOSED TO WEATHER.
6. ALL MATERIALS AND PROCEDURES SHALL BE IN CONFORMANCE WITH ACI 318 AND OTHER APPLICABLE BUILDING CODES.
7. REINFORCING STEEL SHALL CONFORM TO ASTM A615. FOR #3 BARS AND SMALLER USE GRADE 40. FOR #4 BARS AND LARGER USE GRADE 60.
8. LAP SPLICE ALL BARS NO LESS THAN 40 BAR DIAMETERS U.N.O.
9. ALL REINFORCING STEEL SHALL BE SECURELY TIED IN POSITION PRIOR TO PLACING CONCRETE.
10. WELDING OF CROSSING BARS AND TACK WELDING OF REINFORCEMENT SHALL NOT BE PERMITTED.
11. REBAR CONCRETE COVER:  
3" FOR CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH.  
1-1/2" FOR CONCRETE EXPOSED TO EARTH OR WEATHER, AND BEAMS AND COLUMNS NOT EXPOSED TO WEATHER.  
3/4" FOR SLABS AND WALLS NOT EXPOSED TO EARTH OR WEATHER.
12. ANCHOR BOLTS SHALL BE CAST-IN-PLACE AND SHALL BE GALV. 5/8" DIAMETER ASTM A307 BOLTS WITH 2"x2"x3/16" PLATE WASHERS. EMBED BOLT HEAD WITH ROUND PLATE WASHER 7" MINIMUM EMBEDMENT.
13. HOLDOWN ANCHOR BOLTS SHALL BE GALV. ASTM A307 THREADED ROD w/ NUT ON EMBEDDED END AND SHALL BE CAST-IN-PLACE WITH 12" MINIMUM EMBEDMENT.
14. CONTROL JOINT SPACING SHALL BE 15' O.C. MAXIMUM IN ALL SLABS .
15. 1/2" EXPANSION JOINTS SHALL BE PLACED AT ALL SLAB BOUNDARIES AND SEALED WITH CAULK.

FRAMING NOTES:

1. ALL MATERIALS, FASTENERS AND PROCEDURES SHALL BE IN CONFORMANCE WITH THE 2012 NDS, AND SHOULD BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS. NAILS SHALL BE COMMON U.N.O.
2. ALL SHEATHING SHALL BE INSTALLED WITH THE LONG DIRECTION RUNNING PERPENDICULAR TO THE FRAMING MEMBERS.
3. ALL SAWN LUMBER MEMBERS SHALL BE DF-L(N)#2 U.N.O.
4. ALL HARDWARE SHALL BE SIMPSON STRONG TIE, OR APPROVED EQUAL, AND SHALL BE INSTALLED WITH THE MANUFACTURER'S SPECIFIED FASTENERS.
5. TOP PLATES SHALL HAVE 48" MIN. LAP AT SPLICES WITH (16) STAGGERED 16d NAILS PER CONNECTION.
6. WOOD FRAMED EXTERIOR, BEARING, AND SHEAR WALLS SHALL BE 2x6 DF-L(N)#2 @ 24" ON CENTER EXCEPT WHERE SHOWN OTHERWISE ON PLANS.
7. SHEAR WALL SHEATHING SHALL BE EXTERIOR RATED 15/32" PLYWOOD. PROVIDE 2X BLOCKING AT ALL PANEL EDGES. NAILING PER PLAN.
8. ROOF SHEATHING SHALL BE EXTERIOR RATED 19/32" PLYWOOD WITH A 40/20 SPAN RATING. NAIL W/ 8d AT 6" O.C. EDGE AND 12" O.C. FIELD. STAGGER JOINTS.
9. MOISTURE CONTENT OF WALL AND FLOOR FRAMING MEMBERS SHALL BE VERIFIED PRIOR TO ENCLOSURE. FRAMING MEMBERS SHALL NOT BE ENCLOSED IF THE MOISTURE CONTENT EXCEEDS 19%.
10. ALL WOOD IN CONTACT WITH CONCRETE SHALL BE PRESSURE TREATED.
11. SOLID 2X BLOCKING SHALL BE PROVIDED AT ENDS AND AT ALL SUPPORTS OF RAFTERS.
12. ALL RAFTERS SHALL BE PLACED WITH CAMBER UP.
13. ALL HARDWARE IN CONTACT WITH PRESSURE-TREATED WOOD OR EXPOSED TO WEATHER OR SOIL SHALL HAVE A CORROSION RESISTANT COATING.
14. HOLDDOWNS SHALL BE ATTACHED DIRECTLY TO CORNER FRAMING MEMBERS AT BUILDING CORNERS.
15. FRAMING LAYOUTS SHOWN ON PLANS ARE APPROXIMATE ONLY AND MAY NOT DEPICT ALL REQUIRED FRAMING AND/OR BLOCKING.

**CITY OF GUSTAVUS  
RESOLUTION CY20-14**

**A RESOLUTION FOR EMERGENCY MANAGEMENT**

**WHEREAS**, emergency incidents of many kinds affecting the City of Gustavus may arise without warning at any time, and;

**WHEREAS**, the City of Gustavus must be organized and prepared in advance to respond and contain the effects of the emergency, protect human life and property, and enable restoration of critical community functions, and;

**WHEREAS**, the standard day-to-day organization of City functions is not itself designed for unusual large emergency incidents, and;

**WHEREAS**, the National Incident Management System (NIMS) is a standardized response system used Nationwide to deal with such emergencies, and;

**WHEREAS**, the City and community of Gustavus comprise of individuals trained and skilled in application of the NIMS, and;

**WHEREAS**, the NIMS is referenced for terms, roles, processes, and procedures for the purposes of this resolution.

**NOW THEREFORE BE IT RESOLVED:**

In case of an emergency, such as a storm, earthquake, tsunami, fire, epidemic, major accident, pollution event, or criminal act, affecting the Community of Gustavus, the City shall apply the NIMS to respond as follows:

1. The Mayor or Acting Mayor upon the advice and recommendation of the City Council, Fire Chief and/or City Administrator, shall determine whether the event constitutes a community emergency and if so, shall declare a City Emergency by Resolution.
2. The Mayor or Acting Mayor shall direct the City Fire Chief in the role of Emergency Manager, to stand up an Emergency Operations Center (EOC), with scale appropriate to the scope of the incident, and as defined by NIMS standard practices.
3. The Emergency Manager shall implement the NIMS Incident Command System (ICS) and that system shall manage the incident until the incident is resolved.
4. The Emergency Manager shall serve as initial Incident Commander, or assign another to serve so, and shall follow standard ICS procedures set for Incident Command (IC).
5. The Incident Commander shall identify and assign needed IC staff (Safety, Public Information, and Liaison Officers) and General Staff positions (Operations, Planning, Logistics, and Finance/Administration Section Chiefs) from available trained personnel.
6. City staff assigned to positions under the ICS during the emergency shall report to their single ICS supervisor for all incident response activities, per the NIMS principle of Chain of Command and Unity of Command, and not to their normally assigned City supervisor.

7. The Incident Commander shall have full responsibility for setting response goals and strategies, managing the incident response, and delegating responsibilities to Section Chiefs for the duration of the incident.
8. As the incident response progresses, the Incident Commander may stand down portions of the response organization when they are no longer needed.
9. Upon the advice of the Incident Commander and/or the Emergency Manager, the City Council through the Mayor or Acting Mayor may declare the City Emergency resolved.
10. As final reporting and demobilization tasks are completed, or reassigned, the Incident Commander shall stand down the EOC and return personnel to their normal activities.

**PASSED and APPROVED** by the Gustavus City Council this \_\_\_\_th day of \_\_\_\_, 2020, and effective upon adoption.

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Brittney Cannamore, Acting Mayor

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Attest: Karen Platt, CMC

**CITY OF GUSTAVUS  
RESOLUTION CY20-14**

**A RESOLUTION FOR EMERGENCY MANAGEMENT**

**WHEREAS**, emergency incidents of many kinds affecting the City of Gustavus may arise without warning at any time, and;

**WHEREAS**, the City of Gustavus must be organized and prepared in advance to respond and contain the effects of the emergency, protect human life and property, and enable restoration of critical community functions, and;

**WHEREAS**, a rapid, organized, effective response effort is essential for protection of life and property in an emergency, and;

**WHEREAS**, the standard day-to-day organization of City functions is not itself designed for unusual large emergency incidents, and;

**WHEREAS**, the National Incident Management System (NIMS) is a standardized response system used Nationwide to deal with such emergencies, and;

**WHEREAS**, the City and community of Gustavus individuals trained and skilled in application of the NIMS, and;

**WHEREAS**, the Gustavus Volunteer Fire Department routinely applies NIMS principles and the Incident Command System for local emergency responses within the capability of Department volunteers and resources, and;

**WHEREAS**, a local emergency or catastrophe may exceed local GVFD resources and therefore require the expansion of the incident command system response to include broader City staff and resources, and/or outside State or Federal agency support, and;

**WHEREAS**, the NIMS is referenced for terms, roles, processes, and procedures for the purposes of this resolution.

**NOW THEREFORE BE IT RESOLVED:**

In case of an emergency, such as a storm, earthquake, tsunami, fire, epidemic, major accident, pollution event, or criminal act, affecting the Community of Gustavus, the City shall apply the NIMS to respond as follows:

1. The Mayor or Acting Mayor if the Mayor is away, upon the advice and recommendation of the Fire Chief or City Administrator, shall determine whether the event constitutes a community emergency requiring exceptional resources and personnel, and if so shall declare a City Emergency.
2. The Mayor shall direct the City Fire Chief in the role of Emergency Manager, to stand up an Emergency Operations Center (EOC), with scale appropriate to the scope of the incident, and as defined by NIMS standard practices.
3. The Emergency Manager shall implement the NIMS Incident Command System (ICS) and that system shall manage the incident until the incident is resolved.

4. The Emergency Manager shall serve as initial Incident Commander, or assign another to serve so, and shall follow standard ICS procedures set for Incident Command (IC).
5. The Incident Commander shall identify and assign needed IC staff (Safety, Public Information, and Liaison Officers) and General Staff positions (Operations, Planning, Logistics, and Finance/Administration Section Chiefs) from available trained personnel.
6. City staff assigned to positions under the ICS during the emergency shall report to their single ICS supervisor for all incident response activities, per the NIMS principle of Chain of Command and Unity of Command, and not to their normally assigned City supervisor.
7. The Incident Commander shall have full responsibility for setting response goals and strategies, managing the incident response, and delegating responsibilities to Section Chiefs for the duration of the incident.
8. The Incident Commander shall have responsibility to engage outside State, Federal or private agency support when required by the scope and size of the emergency, and;
9. As the incident response progresses, the Incident Commander may stand down portions of the response organization when they are no longer needed.
10. Upon the advice of the Incident Commander and/or the Emergency Manager, the Mayor may declare the City Emergency resolved.
11. As final reporting and demobilization tasks are completed, or reassigned, the Incident Commander shall stand down the EOC and return personnel to their normal activities.

Furthermore, the Mayor may direct City Staff to apply the Incident Command System as a tool for managing non-emergency, planned City public events, such as visits of dignitaries, and may designate an Incident Commander for such purpose.

**PASSED and APPROVED** by the Gustavus City Council this \_\_\_\_th day of \_\_\_\_, 2020, and effective upon adoption.

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Cal Casipit, Mayor

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Attest: Karen Platt, CMC



**City of Gustavus**  
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# City Council Reports



**City of Gustavus**  
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# City Council Questions and Comments



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# Public Comment on Non-Agenda Items



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# Executive Session



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# Adjournment