CITY OF BETHEL

City Council Meeting Agenda, February 25, 2020 – 6:30 PM

Website: https://www.cityofbethel.org/council

Location: Council Chambers, City Hall, 300 Chief Eddie Hoffman Highway, Bethel

Council Members: Mayor Perry Barr, Vice-Mayor Haley Hanson, Fred Watson, Alyssa Leary, Mark Springer, Cece Franko, Michelle DeWitt

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1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

6. APPROVAL OF MEETING MINUTES

6.1. *2-10-2020 Special City Council Meeting

6.2. *2-11-2020 Regular City Council Meeting

7. REPORTS OF STANDING COMMITTEES

7.1. Committee/Commission/Board Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

10. NEW BUSINESS

10.1. *Introduction Of Ordinance 20-01: Repealing Title 2.45 Administrative Adjudication (Mayor Barr)

10.2. *Introduction Of Ordinance 20-02: Amending Bethel Municipal Code 13.08.360 Sewer Services, Experiments And Innovations To Modify The Appeal Procedures (Mayor Barr)

10.3. *Introduction Of Ordinance 20-03: Repealing Title 2.32 Housing And Urban Development (Mayor Barr)

10.4. *Introduction Of Ordinance 20-04: Repealing Title 2.36 Civil Defense (Mayor Barr)

10.5. *Introduction Of Ordinance 20-05: Repealing Title 5.60 Pawn Brokers (Mayor Barr)

10.6. *Introduction Of Ordinance 20-06: Amending Chapter 4.16 And Creating 4.16a Of The Bethel Municipal Code Adopting The Uniform Alaska Remote Seller Sales Tax Code (Mayor Barr)

10.7. *Resolution 20-03: Establishing A City Council Member Travel Policy (Council Member Leary)

10.8. AM 20-05: Allow Action Memorandums That Authorize The City Manager To Negotiate And Execute Lease Amendments And That Authorize The City Manager To Apply For Grants To Fall On The Consent Agenda (Vice-Mayor Hanson)

Posted February 19, 2020 at City Hall, AC Co., Swanson's, and the Post Office.

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Kevin Morgan, Asst. City Clerk

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net **Phone** 907-543-1384

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda.
Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.
The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

10.9. *AM 20-06: Appointment Of Committee/Commission/Board Members. Alicia Miner- Board Of Ethics (Mayor Barr)

10.10. AM 20-07: Direct Administration To Prepare And Submit A 2020 Cops Hiring Program Application To The U.S. Department Of Justice, In Partnership With The Lower Kuskokwim School District, To Request $125,000 For One School Resource Officer Position (Acting City Manager Howell)

11. REPORTS

11.1. Mayor's Report

11.2. City Manager's Report

11.3. Clerk's Report

12. COUNCIL MEMBER COMMENTS

13. EXECUTIVE SESSION

13.1. AS 44.62.310 (C)(2) Subjects That Tend To Prejudice The Reputation And Character Of Any Person - City Manager And City Attorney Review and Employment Agreement Development (Note, All City Manager and Attorney Candidates May be Discussed During the Executive Session) (Mayor Barr)

13.2. AS 44.62.310 (C)(3)Matters Which By Law, Municipal Charter, Or Ordinance Are Required To Be Confidential - Attorney Client Privilege, Agreement Between The City Of Bethel And Orutsararmiut Native Council On Tribal Police And Tribal Courts (Acting City Manager Howell)

14. ADJOURNMENT

Posted February 19, 2020 at City Hall, AC Co., Swanson's, and the Post Office.

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Kevin Morgan, Asst. City Clerk

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The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

Special Meeting
February 10, 2020

1. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on February 10, 2020 at 6:00 p.m., in the Council chambers, Bethel, Alaska.

Mayor Barr called the meeting to order at 6:00p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
Council Member Fred Watson Council Member Cece Franko City Council Member Alyssa Leary City Council Member Mark Springer City Council Member Michelle DeWitt Vice-Mayor Haley Hanson Mayor Perry Barr
Members Absent:
Also in attendance were the following:
Acting City Manager Bill Howell, City Clerk Lori Strickler

4. PEOPLE TO BE HEARD – Five minutes per person

No one present to be heard.

5. APPROVAL OF AGENDA

Approve the agenda.

Moved by:	Mark Springer
Seconded by:	Cece Franko
In favor:	Perry Barr, Fred Watson, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt
Opposed:	None

Results:	Motion Carries

6. NEW BUSINESS

Item 6.1. - City Manager and City Attorney Interviews (Mayor Barr)
Main Motion: Move into Committee of the Whole.

Moved by:	Mark Springer
Seconded by:	Michelle DeWitt
In favor:	Perry Barr, Fred Watson, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt
Opposed:	None
Results:	Motion Carries

Item 6.1.1 - City Manager Candidate- Vincenzo Corazza

Item 6.1.2 - City Attorney Candidate-Elizabeth Bakalar

7. EXECUTIVE SESSION

Move into executive session....

Moved by:	Mark Springer
Seconded by:	Haley Hanson
In favor:	Perry Barr, Fred Watson, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt
Opposed:	None
Results:	Motion Carries

Fred Watson Departed the meeting at 8:27 p.m.

Council went back on the record at 8:50 p.m.

Motion to present an employment agreement to Vinny Corazza.

Moved by:	Mark Springer

Seconded by:	Alyssa Leary
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer , Michelle DeWitt
Opposed:	None
Results:	Motion Carries

Motion to present an employment agreement to Libby Bakalar.

Moved by:	Cece Franko
Seconded by:	Alyssa Leary
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt
Opposed:	None
Results:	Motion Carries

Item 7.1. - AS 44.62.310 (C) (2) Subjects That Tend To Prejudice The Reputation And Character Of Any Person - City Manager And City Attorney Review and Employment Agreement Development (Note, All City Manager and Attorney Candidates May be Discussed During the Executive Session) (Mayor Barr)

8. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Mark Springer
Seconded by:	Haley Hanson
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer Michelle DeWitt
Opposed:	None
Results:	Motion Carries

Meeting ended at 8:55 p.m.

Perry Barr, Mayor

ATTEST:

Lori Strickler, City Clerk

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on February 11, 2020 at 6:30 p.m., in the Council chambers, Bethel, Alaska.

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
Council Member Cece Franko City Council Member Alyssa Leary City Council Member Mark Springer City Council Member Michelle DeWitt Vice-Mayor Haley Hanson Mayor Perry Barr
Members Absent:
Council Member Fred Watson
Also in attendance were the following:
Acting City Manager Bill Howell, City Clerk Lori Strickler

4. PEOPLE TO BE HEARD – Five minutes per person

Eric Middlebrook- as a former Council Member, advised against the Council's hiring of a city attorney and would prefer they hire a firm.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approval Of Consent Agenda And Regular Agenda.

Moved by:	Haley Hanson
Seconded by:	Alyssa Leary
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt
Opposed:	None

Results: | Motion Carries

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *1-28-2020 Regular City Council Meeting
Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Port Commission-
No one available to provide a report.

Planning Commission, Vice- Mayor Hanson
The Commission will be reviewing the Code to discuss potential changes that may need to be made.

Community Action Grant Technical Review Board, Mayor Barr-
The application period for the CAG program is open until February 29th. The next meeting for review of the application will be March 3rd. Expect to present the application funding request on March 24th.

Parks, Recreation, Aquatic Health and Safety Center Committee, Council Member DeWitt-
The Committee is requesting Administration look at engineering reports to address repairs as well as an evaluation of contract development to help prevent damage/harm in the future. Raised additional concerns of having an electrician look at the spa at the facility and the length of time it is taking to have that issue resolved. The Committee will be meeting with the Finance Committee to evaluate the Pool Facility Budget.
The Committee has asked to follow up with the Administration to consider the concept of a phase two gym.

Finance Committee, Council Member Franko-
Election of Chair and Vice Chair. Reviewed the current process for alcohol tax collection. Review of some City contracts.

Public Works Committee, Council Member Leary-
The Committee has not held a meeting since the last City Council Meeting.

Public Safety and Transportation Commission, Council Member Springer-
A quorum of the body has not been established, a meeting has not been held.

8. SPECIAL ORDER OF BUSINESS

Item 8.1. - Recognizing The City Of Bethel Employees Of The Year (Acting City Manager Howell)

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Budget Ordinance 19-11(m): Amending The City Of Bethel Fiscal Year 2020 Budget- Recruitment Costs (Mayor Barr)

Mayor Barr opened the Public Hearing.
No one present to be heard.
Mayor Barr closed the Public Hearing.

Main Motion: Adopt Budget Ordinance 19-11(m).

Moved by:	Mark Springer
Seconded by:	Alyssa Leary
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt
Opposed:	None
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - *AM 20-03: Appointment Of Committee/Commission/Board Members. Nita Gregory- Public Works Committee (Mayor Barr)

Passed on the consent agenda.

Item 10.2. - *AM 20-04: Authorizing The Acting City Manager To Negotiate And Execute A Lease Amendment Number 15 With The State Of Alaska Department Of Administration, Department Of Law, Leasing Space At 200 Chief Eddie Hoffman Highway, To Increase The Lease Rate For The Space To Accommodate An Increase In Janitorial Services (Acting Manager Howell)

Passed on the consent agenda.

Item 10.3. - *IM 20-03: Presentation Of The City's Water And Sewer Services Expenditures Compared To Budget From July 1, 2019 To January 31, 2020 – Utilities Maintenance – Water & Wastewater Activity Report (Acting City Manager Howell)

Passed on the consent agenda.

11. REPORTS

Item 11.1. - Mayor's Report

Item 11.2. - City Manager's Report

Item 11.3. - Clerk's Report

12. COUNCIL MEMBER COMMENTS

Mayor Barr-
Last weekend, took a ride with an elder to Kwethluk. During their ride, the elder used a Yupik term to describe the recent temperature fluctuations; "the weather is hunting people", where you get used to the warm temperature and then the temperature drops. As an LKSD employee, thanked the City of Bethel for their partnership in the application of a school resource officer. Thanked Bill Howell for his time as City Manager.

Vice-Mayor Hanson-
No comments.

Council Member Leary-
Thanked Joseph Conover, Water Treatment Plant Coordinator, who gave a really great tour of the water treatment plant.
Thanked Bill Howell for stepping up and filling the City Manager role well.

Council Member Franko-
No comments.

Council Member Springer-
Appreciated Eric Middlebrook's comments. Many of his comments were the sentiments of the Council which is why the Council considered the hiring of an attorney.

Encouraged people to dress warm and be prepared for trips prior to departure. Provided condolences to the families of those who died in the plane crash near Tuntutuliak. In Nunam Iqua, pleased with of the outcome of the search for the children.

Council Member DeWitt-
Pleased with the candidate interviews last night. There are a number of vacancies on our committees and commissions. Thanked staff for their support.

13. EXECUTIVE SESSION

Item 13.1. - AS 44.62.310 (C) (2) Subjects That Tend To Prejudice The Reputation And Character Of Any Person - City Manager And City Attorney Review and Employment Agreement Development (Note, All City Manager and Attorney Candidates May be Discussed During the Executive Session) (Mayor Barr)

Main Motion: Move into Executive Session AS 44.62.310 (C) (2) Subjects That Tend To Prejudice The Reputation And Character Of Any Person - City Manager And City Attorney Review and Employment Agreement Development. Those attending were City Council, City Manager, City Clerk and Sarah McKee GovHR Representative.

Moved by:	Mark Springer
Seconded by:	Michelle DeWitt
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt
Opposed:	None
Results:	Motion Carries

Motion to direct the Administration and the City Clerk to negotiate employment agreements with Libby Bakalar and VInny Corazza as directed by the Council.

Moved by:	Mark Springer
Seconded by:	Michelle DeWitt
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt
Opposed:	None
Results:	Motion Carries

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Mark Springer
Seconded by:	Michelle DeWitt
In favor:	Perry Barr, Cece Franko, Haley Hanson, Alyssa Leary, Mark Springer, Michelle DeWitt
Opposed:	None
Results:	Motion Carries

Meeting ended at 7:52 p.m.

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Perry Barr, Mayor

ATTEST:

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Lori Strickler, City Clerk

Planning Commission Meeting Agenda
Regular Scheduled Meeting Thursday, February 13, 2020– 6:30PM
CITY HALL COUNCIL CHAMBERS 300 CHIEF EDDIE HOFFMAN HIGHWAY

MEMBERS

Kathy Hanson
Chair
Term Expires 12/2021

Lorin Bradbury
Vice-Chair
Term Expires 12/2020

John Guinn
Commission Member
Term Expires 12/2021

Alex Wasierski
Commission Member
Term Expires 12/2021

Shadi Rabi
Commission Member
Term Expires 12/21

Scott Campbell
Commission Member
Term Expires 1/2020

Tracy Beans
Alternate Member
Term Expires 12/2021

Stanley Hoffman Jr
Alternate Member
Term Expires 12/2021

Haley Hanson
Council Representative
Term Expires 10/2021

Ted Meyer
Ex-Officio Member

Pauline Boratko
Recorder

AGENDA

I. CALL TO ORDER:

II. ROLL CALL:

III. PEOPLE TO BE HEARD – (3 Minute Limit)

IV. APPROVAL OF THE AGENDA:

V. APPROVAL OF THE MINUTES:
   A. Regular Meeting- January 9, 2020
   B. Regular Meeting- December 12, 2019

VI. SPECIAL ORDER OF BUSINESS:
   A. Accepting resignation of Tracy Beans, and declaring the seat vacant.

VII. NEW BUSINESS:
   A. Identifying needed Planning Department Code Amendments (discussion item).

VIII. UNFINISHED BUSINESS:

IX. PLANNER'S REPORT:

X. COMMISSIONER'S COMMENTS:

XI. ADJOURNMENT:

Posted December February 7, 2020 at City Hall, Post Office, Bethel Native Corp. and Swanson's Grocery Store Bulletin Boards

City of Bethel, Alaska
Finance Committee Minutes

January 27th, 2020	Regular Meeting	Bethel, Alaska

I. CALL TO ORDER

A Regular Meeting of the Finance Committee was held on January 27th, 2020 at 6:40 p.m. at the City Hall Council Chambers in Bethel, Alaska. The City Council Representative of the Finance Committee Cecilia Franko called the meeting at 6:40 PM.

II. ROLL CALL

The following members were present: Cecilia Franko, Dave Trantham (via telephone), Joni Beckham, and Robert Rey. Quorum was established.

Excused absence(s): Jason Brown, Mary Beth Whalen

Unexcused absence(s): Jim Chevigny

Also in attendance were the following: Christine Blake (Finance Director), Ken Fay (telephonically) (Assistant Finance Director), and Teddi Worrock (Recorder).

III. PEOPLE TO BE HEARD – None were present.

IV. APPROVAL OF AGENDA

MOVED BY	Trantham	Motion to approve agenda
SECOND BY	Rey	
VOTE ON MOTION	All in favor	

V. APPROVAL OF MINUTES- 12/02/2019 Regular Meeting Minutes

MOVED BY	Rey	Motion to approve minutes
SECOND BY	Trantham	
VOTE ON MOTION	All in favor	

VI. SPECIAL ORDERS OF BUSINESS

a) Election of Chair
Franko opens the floor for nomination. Beckham volunteers for nomination of Chair. The nomination passes unanimously.

b) Election of Vice Chair
Franko opens the floor for nomination. Rey volunteers for nomination of Vice Chair. The nomination passes unanimously.

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

a) In accordance with Bethel Municipal Code 2.52.070 (6) Declaring A Committee Seat Vacant because of Written Resignation

MOVED BY	Trantham	Motion to Accept Mark Tyler's Written Resignation
SECOND BY	Beckham	
VOTE ON MOTION	All in favor	

IX. EX OFFICIO MEMBER REPORT

Christine Blake: Staff turnover, third month using Caselle to process utility bills, still need a position filled as a liaison between the Finance Department and public works, self-reporting and awareness of the Alcohol Use Tax, Christina Trent (Carmen Jackson CPA) audited the YK Fitness Center, the contract with Health Fitness Corporation will expire June 30th, 2020

Ken Fay: things were slipping through the cracks prior to Caselle helping with utility billing

X. FINANCE COMMITTEE MEMBERS COMMENTS

Trantham: Thank you for coming and thank you to the staff for all of the hard work.

XI. ADJOURNMENT

MOVED BY	Trantham	Motion to adjourn meeting
SECOND BY	Beckham	
VOTE ON MOTION	All in favor	

The chair called the meeting to an end at 7:43 p.m.

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Joni Beckham, Chair

ATTEST:

____
Teddi Worrock, Recorder

City of Bethel, Alaska
Planning Commission

February 13, 2020 Regular Meeting Bethel, Alaska

I. CALL TO ORDER:

A regular meeting of the Planning Commission was held on February 13, 2020 at the Bethel City Hall, Council Chambers in Bethel, Alaska. The Chair of the Commission Kathy Hanson called the meeting to order at 6:30 PM.

II. ROLL CALL:

Compromising a quorum of the Commission, the following members were present for roll call: Kathy Hanson, John Guinn, Alex Wasierski, Scott Campbell, Haley Hanson. Lorin Bradbury arrived late at 6:32pm.
Excused Absence: Shadi Rabi and Stanley Hoffman Jr.
Also Present: Ted Meyer, City Planner; Pauline Boratko, Recorder

III. PEOPLE TO BE HEARD:

John & Carole Jordan- spoke on the discontinued road maintenance in Haroldson's Subdivision.

IV. APPROVAL OF THE AGENDA:

MOVED:	John Guinn	Motion the approve the agenda
SECONDED:	Scott Campbell	
VOTE ON MOTION	Unanimous	

V. APPROVAL OF THE MINUTES:

MOVED:	Scott Campbell	Motion to approve the meeting minutes from January 9, 2020 and December 12, 2019.
SECONDED:	John Guinn	
VOTE ON MOTION	Unanimous	

VI. SPECIAL ORDER OF BUSINESS: Accepting resignation of Tracy Beans and declaring the seat vacant.

MOVED:	Scott Campbell	Motion to accept the resignation of Tracy Beans and declare the seat vacant.
SECONDED:	Lorin Bradbury	
VOTE ON MOTION	Unanimous	

VII. NEW BUSINESS:

A. Identifying needed Planning Department Code Amendments: Commissioners discussed code amendments.

VIII. PLANNER'S REPORT: Ted Meyer gave his report.

IX. COMMISSIONER'S COMMENTS:

S. Campbell- no comment.
H. Hanson- Glad I'm back.
L. Bradbury- no comment.
A. Wasierski- no comment.
J. Guinn- no comment.
K. Hanson- the training top topic was on Conditional Use Permits

X. ADJOURNMENT:

MOVED:	Lorin Bradbury	Motion to adjourn the meeting.
SECONDED:	Alex Wasierski	
VOTE ON MOTION	Unanimous	

With no further business the meeting adjourned at 7:59 pm
APPROVED THIS ______ DAY OF ___________, 2020

____
Kathy Hanson, Chair

____
ATTEST: Pauline Boratko, Recorder

Introduced by:	Mayor Barr
Introduction Date:	February 25, 2020
Public Hearing	March 10, 2020
Action:	
Vote:	

CITY OF BETHEL, ALASKA

Ordinance #20-01

AN ORDINANCE BY THE BETHEL CITY COUNCIL REPEALING TITLE 2.45 ADMINISTRATIVE ADJUDICATION

WHEREAS, the Bethel Municipal Code contains a number of different appeal processes which apply to various different appeal conditions;

WHEREAS, in an effort to consolidate and update the appeal processes in the Bethel Municipal Code, it is necessary to eliminate the need to cross reference multiple different locations for a single appeal;

WHEREAS, cross-referencing multiple areas of the code for a single appeal is complicated for the public and the staff and creates a concern that if not fully evaluated important pieces of an appeal procedure may be missed.

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, as follows:

SECTION 1. Classification. This is a codified Ordinance and shall become part of the Bethel Municipal Code.

Section 2. Amendment: Section 2.45 of the Bethel Municipal Code, Administrative Adjudication is hereby repealed.

~~Chapter 2.45~~

~~ADMINISTRATIVE ADJUDICATION~~

~~Sections:~~

~~2.45.010 Applicability of section.~~

~~2.45.020 Definitions.~~

~~2.45.030 Accusation.~~

~~2.45.040 Application for administrative decision.~~

~~2.45.050 Notice of appeal.~~

~~2.45.060 Date of hearing.~~

~~2.45.070 Hearing procedures.~~

~~2.45.010 Applicability of section.~~

~~Except as otherwise provided by this code or by law, the provisions of this chapter apply to all quasi-judicial proceedings and administrative hearings conducted by city officials, agencies, boards and commissions and the city council. Where the provisions of this chapter are in conflict with the specific provisions of another law, statute or ordinance, the provisions of that law, statute or ordinance shall govern.~~

~~2.45.020 Definitions.~~

~~The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~A. "Administrative hearing" means any hearing, formal conference or other proceeding before a city board, agency, commission or official which is required by law or by this code as a condition precedent to the determination by such board, agency, commission or official of any matter relating to the rights, privileges, duties, obligations or remedies of an identified individual.~~

~~B. "Agency, board and commission" means any elected or appointed body, department, division or other administrative organ of the city having any legislative, quasi-judicial or administrative functions.~~

~~C. "Official" means any person elected, appointed, named or employed by the city to conduct as part of his duties quasi-judicial proceedings or administrative hearings.~~

~~D. "Quasi-judicial proceeding" means any hearing, formal conference or other proceeding before a city board, commission or official to review the legality, appropriateness or wisdom of official actions taken on behalf of the city as they relate to the particular legal rights, privileges, duties, obligations or remedies of identified individuals.~~

~~2.45.030 Accusation.~~

~~An administrative hearing permitted under this code to determine whether a right, authority, license, privilege or permit should be suspended, revoked, limited or conditioned shall be initiated by the filing of an accusation on behalf of the official, board or commission empowered to take such action. The accusation:~~

~~A. Shall set forth in writing, in ordinary and concise language, the acts or omissions with which the respondent is charged so that a defense may be prepared;~~

~~B. Shall specify the ordinance, statute or regulation which the respondent is alleged to have violated, but may not consist merely of charges phrased in the language of the statute and rule; and~~

~~C. Must be served personally on the respondent, or in compliance with the Alaska Rules of Court.~~

~~2.45.040 Application for administrative decision.~~

~~An administrative hearing permitted under this code to determine whether a right, authority, license, permit or privilege shall be granted, issued or reviewed is initiated by the filing of a written application for such administrative action with the official, board or commission empowered by law to take such action. The written application must identify the applicant, specify the nature of the right, authority, license, permit or privilege desired by the applicant, explain the reasons for such application, and recite the legal authority for such application. The application shall be served personally on the official, agency, board or commission empowered to make the decision.~~

~~2.45.050 Notice of appeal.~~

~~Where, under the provisions of this code, a quasi-judicial proceeding is permitted to review an administrative action, the appellant shall apply in writing to the official, board or commission empowered to hear such appeal and shall identify himself, cite the administrative decision from which the appeal is taken, and in a succinct and coherent manner state the reasons for such appeal.~~

~~2.45.060 Date of hearing.~~

~~Unless otherwise provided in this code, the following shall apply:~~

~~A. Where an administrative hearing is allowed following an accusation as described in BMC 2.45.030, such hearing shall take place no less than thirty (30) calendar days and no more than sixty (60) calendar days following the date of service of such accusation on the respondent unless the parties agree to extend or reduce the time for a hearing. Any changes in scheduling are subject to approval of the hearing officer.~~

~~B. Where an administrative hearing is permitted upon formal application by one seeking any right, authority, license, permit or privilege, such hearing shall take place no less than forty-five (45) calendar days and no more than ninety (90) calendar days following date of actual receipt of such application by the administrative official, agency, board or commission empowered to conduct such administrative hearing unless the parties agree to extend or reduce the time for a hearing. Any changes in scheduling are subject to approval of the hearing officer.~~

~~C. Where a quasi-judicial proceeding is permitted to review any administrative action taken on behalf of the city, such proceeding shall take place no more than sixty (60) calendar days following the date a written notice of appeal as provided by BMC 2.45.050 is filed with the official, board or commission empowered to hear such appeal unless the parties agree to extend the time for a hearing. Any changes in scheduling are subject to approval of the hearing officer.~~

~~2.45.070 Hearing procedures.~~

~~Administrative hearings and quasi-judicial proceedings shall be conducted informally and may be governed by such rules and procedures as the official board or commission~~

~~empowered to conduct such hearings or proceedings may choose to establish, except that:~~

~~A. Parties may appear in person or through counsel.~~

~~B. Parties may present witnesses and evidence on their own behalf.~~

~~C. Parties or their counsel may cross examine opposing witnesses on matters relevant to the issues, impeach witnesses regardless of which party first called the witness to testify, and rebut evidence against the party.~~

~~D. Relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of a common law or statutory rule which makes improper the admission of the evidence over objection in a civil action. Hearsay evidence may be considered provided there are guarantees of its trustworthiness and that it is more probative on the point for which it is offered than any other evidence which the proponent can procure by reasonable efforts.~~

~~E. All administrative hearings and quasi-judicial proceedings shall be open to the public, unless otherwise agreed by all parties to such hearings or proceedings.~~

~~F. All parties shall have the right to subpoena witnesses and documents using a form provided by the city clerk and submitted to the city clerk for issuance at least ten (10) business days before the date of the hearing.~~

~~G. All administrative hearings and quasi-judicial proceedings shall be memorialized by an electronic recording.~~

~~2.45.080 Scope of review.~~
~~Unless otherwise provided in this code, officials, boards or commissions empowered to conduct quasi-judicial proceedings may hear and decide de novo all matters appealed and may exercise independent judgment as to the weight of evidence supporting or refuting the findings of the city official, board or commission from whose decision the appeal is taken, and may exercise independent judgment on legal issues raised by the~~

~~parties. Decisions by department heads or city officials may be modified, remanded or affirmed by the reviewing official, board or commission.~~

~~2.45.090 Decisions.~~

~~Unless otherwise provided in this code, no later than thirty (30) calendar days following an administrative hearing or quasi-judicial proceeding conducted under this chapter, the official, agency, board or commission empowered to conduct an administrative hearing or proceeding shall issue a written decision based on findings and conclusions adopted by the official, agency, board or commission. Such findings must be in writing and must be reasonably specific so as to provide interested persons and, where appropriate, reviewing authorities, a clear and precise understanding of the reasons for the decision entered. The decision, findings of fact and conclusions of law shall be forwarded to all parties to the appeal. A final appealable decision must indicate that it is a final order and that a party disputing the decision has thirty (30) calendar days to appeal.~~

~~2.45.100 Reconsideration.~~

~~A decision of a board, commission or official reached at the conclusion of a quasi-judicial proceeding or administrative hearing may be reconsidered or reheard only if:~~

~~A. There was substantial procedural error in the original proceedings;~~

~~B. The official, board or commission acted without jurisdiction in the original proceeding; or~~

~~C. The original decision was based on fraud or misrepresentation.~~

~~Any person seeking reconsideration or rehearing must file a request with the city clerk together with the materials supporting one (1) or more of the grounds stated in this section within fifteen (15) calendar days of the decision for which reconsideration or rehearing is requested. A rehearing shall be conducted in the same manner as the original proceeding.~~

~~2.45.110 Ex parte contacts prohibited.~~

~~Officials, boards or commissions while acting in their quasi-judicial capacity shall be impartial in all matters both in fact and in appearance. No member of any board,~~

~~commission or any official shall receive or otherwise engage in ex parte communications with the appellant, applicant or other parties adversely affected by the appeal or application or members of the public concerning the appeal or application or issues specifically presented in the notice of appeal either before the appeal hearing or during the period of time the matter is subject to reconsideration. This section shall not be deemed to prevent those charged with conducting administrative hearings or quasi-judicial proceedings from discussing matters relating to the appeal among themselves or to prohibit communications between the city staff and such persons where staff members are themselves not named parties to an appeal or members of any body which has in its own name become an active party to the appeal.~~

~~2.45.120 Conflicts of interest.~~
~~No person shall serve on any administrative hearing or quasi-judicial proceeding if:~~

~~A. That person or a member of his immediate family has a financial interest in any property affected by the application or appeal;~~

~~B. That person or a member of his immediate family could foreseeably profit in any material way through resolution of the matters before such official, agency, board or commission;~~

~~C. That person believes they could not be fair and impartial or due to the person's job, position or other reason, a reasonable person would believe the person serving could not be fair and impartial; or~~

~~D. That person would be faced with a violation of the code of ethics of the city by voting on or participating in the application or appeal.~~

~~2.45.130 Transition measures.~~
~~The provisions of this chapter shall apply only to those appeals or applications for administrative decisions filed on or after the effective date of the ordinance from which this chapter is derived.~~

~~2.45.140 Appeals from administrative decision.~~

~~A final decision issued under BMC 2.45.090 may be appealed to the Superior Court, Fourth Judicial District, within thirty (30) calendar days of the date the decision was issued. For the purposes of this section the date of issuance is the date upon which the decision was mailed or delivered to the parties.~~

Section 3. Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.

ENACTED THIS __ DAY OF MARCH 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

____
Perry Barr, Mayor

ATTEST:

____
Lori Strickler, City Clerk

Introduced by: Mayor Barr
Introduction Date: February 25, 2020
Public Hearing March 10, 2020
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #20-02

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE 13.08.360 SEWER SERVICES, EXPERIMENTS AND INNOVATIONS TO MODIFY THE APPEAL PROCEEDURES

WHEREAS; Ordinance 20-01 repeals Chapter 2.45, Administrative Adjudication which is referenced in 13.08.360;

WHEREAS; the City is in the process of updating the appeal processes to ensure they are more streamlined for the public and the staff administering the appeal procedures.

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, as follows:

SECTION 1. Classification. This is a codified Ordinance and shall become part of the Bethel Municipal Code.

Section 2. Amendment: Section 13.08.360 of the Bethel Municipal Code, is amended as follows, new language is underlines removed language is stricken.

Title 13 Public Services

Chapter 08 Sewer Services

13.08.360 Experiments and innovations.

A. Nothing in this chapter shall be construed to prohibit the use of experimental and/or innovative processes or procedures for waste treatment. The request to operate ~~operation of~~ such device, process or procedure shall be made to and have the prior written approval of the public works director following an evaluation of the public works committee. ~~After a public hearing of the public works committee,~~ the public works director and committee shall evaluate ~~the advice of the public works committee in considering approving of all~~ such devices, processes and procedures to ensure that they are not in conflict with the health and welfare of the city.

~~Applications for approval of such devices, processes and procedures shall be made to the public works director and any appeal from a decision of the public works director shall be in accordance with the appeal procedures set out in Chapter 2.45 BMC~~

B. Denial of a request to operate such device, process or procedure by the public works director may be appealed in writing to the city manager within (30) thirty calendar days of written notice of the denial. All appeals must include the following information:

1. The name, address, telephone number and fax number (if available) of the interested party filing the appeal;

2. The signature of the person authorized to file the appeal;

3. A detailed statement of the legal or factual grounds for the appeal;

4. Copies of any relevant documents;

5. An appeal fee in the amount listed in the most current city of Bethel schedule of rates. Charges and fees shall be paid to the city and must be received by the deadline for filing the written appeal. This fee shall be refundable if the appellant prevails in the appeal to the city manager.

The city manager shall respond, in writing, within twenty (20) business days from the date the appeal fee is made. If the City manager denies the appeal, the written decision shall state that it is the final agency decision and that within (30) days from the date of the decision an appeal may be made to the Alaska Superior Court, Fourth Judicial District at Bethel, Alaska, pursuant to the Alaska Rules of Appellate Procedure.

SECTION 3. Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.

ENACTED THIS __ DAY OF MARCH 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

____
Perry Barr, Mayor

ATTEST:

____
Lori Strickler, City Clerk

Introduced by: Mayor Barr
Introduction Date: February 25, 2020
Public Hearing March 10, 2020
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #20-03

AN ORDINANCE BY THE BETHEL CITY COUNCIL REPEALING TITLE 2.32 HOUSING AND URBAN DEVELOPMENT

WHEREAS; the code provision is obsolete and unnecessary;

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, as follows:

SECTION 1. Classification. This is a codified Ordinance and shall become part of the Bethel Municipal Code.

Section 2. Amendment: Section 2.32 of the Bethel Municipal Code, Housing and Urban Development is hereby repealed.

~~Chapter 2.32~~

~~HOUSING AND URBAN DEVELOPMENT POWERS~~

~~Sections:~~

~~2.32.010 Powers adopted.~~
~~2.32.020 Scope of powers.~~
~~2.32.030 Implementation authority.~~

~~2.32.010 Powers adopted.~~

~~Housing and urban development powers are adopted and assumed by the city and made a matter of record by this chapter. [Ord. 117 § 2, 1979.]~~

~~2.32.020 Scope of powers.~~

~~Housing and urban development powers are limited to development of a senior citizens' housing project. [Ord. 117 § 3, 1979.]~~

~~2.32.030 Implementation authority.~~

~~The mayor or city manager is authorized to enter into such contracts, agreements or arrangements necessary to implement and carry out the powers assumed in BMC 2.32.010 and 2.32.020. [Ord. 117 § 4, 1979.]~~

SECTION 3. Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.

ENACTED THIS __ DAY OF MARCH 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

____
Perry Barr, Mayor

ATTEST:

____
Lori Strickler, City Clerk

Introduced by: Mayor Barr
Introduction Date: February 25, 2020
Public Hearing March 10, 2020
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #20-04

AN ORDINANCE BY THE BETHEL CITY COUNCIL REPEALING TITLE 2.36 CIVIL DEFENSE

WHEREAS; the Council Civil Defense authority was repealed with the state of Alaska declared that all homeland security and civil defense functions of this state be coordinated by and through the Department of Military and Veterans' Affairs. All duties mentioned in 2.36 are now conducted by state personnel.

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, as follows:

SECTION 1. Classification. This is a codified Ordinance and shall become part of the Bethel Municipal Code.

Section 2. Amendment: Section 2.36 of the Bethel Municipal Code, Civil Defense is hereby repealed.

~~Chapter 2.36~~

~~CIVIL DEFENSE~~

~~Sections:~~

~~2.36.010 Purpose – Expenditures.~~
~~2.36.020 Definitions.~~
~~2.36.030 Director – Powers and duties.~~
~~2.36.040 Director – Emergency powers.~~
~~2.36.050 Organization membership.~~
~~2.36.060 Administration.~~
~~2.36.070 Violations.~~

~~2.36.010 Purpose – Expenditures.~~

~~The declared purposes of this chapter are to provide for the preparation and carrying out of plans for civil defense of persons and property within the city in the event of a disaster, and to provide for the coordination of disaster and civil defense functions of the city with all other public agencies and affected private persons, corporations and organizations. Any expenditures made in connection with such disaster and civil defense activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the city. [Prior code § 2.40.010.]~~

~~2.36.020 Definitions.~~

~~As used in this chapter:~~

~~A. "Civil defense" means the preparation for the carrying out of all emergency functions other than functions for which military forces are primarily responsible, to prevent, minimize and repair injury and damage resulting from disasters. It shall not include nor does any provision of this chapter apply to any situation relating to a labor controversy.~~

~~B. "Disaster" means actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic, riot, earthquake or similar public calamity. [Prior code § 2.40.020.]~~

~~2.36.030 Director – Powers and duties.~~

~~There is created the position of director of disaster and civil defense. The city manager shall be director of disaster and civil defense. The director is empowered:~~

~~A. To request the city council to proclaim the existence or threatened existence of a disaster and the termination thereof or to issue such proclamation subject to the confirmation by the city council at the earliest practicable time;~~

~~B. To request the Governor to proclaim a state of extreme emergency when, in the opinion of the director, the resources of the area or region are inadequate to cope with the disaster;~~

~~C. To control and direct the effort of the disaster and civil defense organization of the city for the accomplishment of the purposes of this chapter;~~

~~D. To direct coordination and cooperation between divisions, services and staff of the disaster and civil defense organization of the city and to resolve questions of authority and responsibility that may arise between them;~~

~~E. To represent the disaster and civil defense organization of the city in all dealings with public or private agencies pertaining to disaster and civil defense;~~

~~F. To review and recommend for adoption by the city, disaster and civil defense and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. [Prior code § 2.40.030.]~~

~~2.36.040 Director – Emergency powers.~~

~~In the event of the proclamation of a state of extreme emergency by the Governor or the State Director of Civil Defense, the director is empowered:~~

~~A. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disasters; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the city council;~~

~~B. To obtain vital supplies, equipment and such other properties found lacking and needed for the protection of the life and property of the people, and bind the city for the fair value thereof;~~

~~C. To require emergency services of any city officer or employee and, in the event of the proclamation of a state of extreme emergency by the Governor in the region in~~

~~which the city is located, to command the aid of as many citizens of the city as he thinks necessary in the execution of his duties, such as are provided by state law for registered disaster and civil defense worker volunteers;~~

~~D. To requisition necessary personnel or material of any city department or agency;~~

~~E. To execute all of his ordinary powers as city manager, all of the special powers conferred upon him by this chapter or resolutions adopted pursuant thereto, all powers conferred upon him by statute, agreement approved by the city council or by any other lawful authority, and to exercise complete authority over the city. [Prior code § 2.40.040.]~~

~~2.36.050 Organization membership.~~

~~All officers and employees of this city, together with those volunteer forces enrolled to aid them during a disaster, and all groups, organizations and persons who may by agreement or operation of law, be charged with duties incident to the protection of life and property in the city during such a disaster, shall constitute the disaster and civil defense organization of the city. [Prior code § 2.40.050.]~~

~~2.36.060 Administration.~~

~~The functions and duties of the city disaster and civil defense organization shall be managed on a day-to-day basis by a coordinator appointed by the director, and other activities shall be distributed among such staff as the director shall prescribe. [Prior code § 2.40.060.]~~

~~2.36.070 Violations.~~

~~It shall be an infraction:~~

~~A. Wilfully to obstruct, hinder or delay any member of the disaster and civil defense organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter, or in the performance of any duty imposed upon him by virtue of this chapter;~~

~~B. To do any act forbidden by any lawful rule or regulation issued pursuant to this chapter, if such an act is of such a nature as to imperil the lives or property of inhabitants of this city, or to prevent, hinder or delay the defense or protection thereof;~~

~~C. To wear, carry or display, without authority, any means of identification specified by the disaster and civil defense agency of the state.~~

~~D. Each infraction of this chapter shall be subject to a maximum penalty of one thousand dollars ($1,000). [Ord. 07-28 § 2; prior code § 2.40.070.]~~

SECTION 3. Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.

ENACTED THIS __ DAY OF MARCH 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

____
Perry Barr, Mayor

ATTEST:

____
Lori Strickler, City Clerk

Introduced by: Mayor Barr
Introduction Date: February 25, 2020
Public Hearing March 10, 2020
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #20-05

AN ORDINANCE BY THE BETHEL CITY COUNCIL REPEALING TITLE 5.60 PAWN BROKERS

WHEREAS; the code provision is obsolete and unnecessary;

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, as follows:

SECTION 1. Classification. This is a codified Ordinance and shall become part of the Bethel Municipal Code.

Section 2. Amendment: Section 5.60 of the Bethel Municipal Code, Pawnbrokers is hereby repealed.

~~Chapter 5.60~~

~~PAWNBROKERS~~

~~Sections:~~

~~5.60.010 Pawnbrokers – License.~~
~~5.60.020 Pawnbrokers – Conduct of business.~~
~~5.60.030 Pawnbrokers – Prohibited acts.~~
~~5.60.040 Pawnbroker duties upon notification of property reported stolen and disposition of seized property.~~
~~5.60.050 Suspension or revocation of pawnbroker's license.~~

~~5.60.010 Pawnbrokers – License.~~

~~A. *Required.* No person may engage in the business of lending money in exchange for the security of personal property given by a customer, and no person shall engage in the business of purchasing personal property from a customer with an agreement to resell the property to the customer or the customer's assignee at an agreed upon price, without first (1st) having obtained a pawnbroker license from the finance director of his~~

~~designee. The requirement that a pawnbroker obtain a pawnbroker license is in addition to the requirements of obtaining a business license under Chapter 5.04 BMC.~~

~~B. *Qualifications of Pawnbrokers and Employees.* A pawnbroker and every person employed by a pawnbroker shall:~~

~~1. Be eighteen (18) years of age or older; and~~

~~2. Not have been convicted of a crime involving larceny, theft, receiving and concealing stolen property, unlawful sale of alcohol, illegal manufacture or sale of a controlled substance, bootlegging, manufacture or sale of controlled substances, bootlegging, manufacture or sale of controlled substances, dealing with illegally obtained property or involving misrepresentation or fraud within five (5) years prior to the date of application or employment.~~

~~C. *Application.* The applicant shall complete an application on a form developed by the finance director or his designee. An applicant for a pawnbroker's license shall describe in his application the terms and conditions of the lending agreement used or intended for use, including the time period allowed for redemption of articles, the rate or amount of interest or other charge made for the use of money lent, and the manner in which the pawnbroker identifies or intends to identify redemption terms to customers.~~

~~D. *Bond.* An applicant for a pawnbroker's license shall file a surety bond in the amount of twenty-five thousand dollars ($25,000) with his/her initial application. The applicant shall deliver the original bond to the city. The bond shall provide that the bonding company shall contact the city thirty (30) days prior to cancellation of the surety bond. The bond shall also require the bonding company to issue a yearly certificate of continuing coverage to the city, regardless of whether the bond provides for continuing coverage until notification of termination,~~

~~E. *Location of Business.* A pawnbroker's license shall be issued only for a single location, to be specified on the license. [Ord. 00-11 § 2; Ord. 00-04 § 2.]~~

~~5.60.020 Pawnbrokers – Conduct of business.~~

~~A. *Hours.* A pawnbroking establishment may be open for the transaction of business only between the hours of 8:00 a.m. and 10:00 p.m.~~

~~B. *Record of Articles Pawned or Purchased.* A pawnbroker shall maintain a card, in a form approved or supplied by the police department, for each item pawned or purchased, to be kept at the pawnbroker's place of business. The pawnbroker or his/her employees shall record the following information in legible English at the time of each loan, purchase, or sale:~~

~~1. The date of the transaction;~~

~~2. The name of the pawnbroker or the person conducting the transaction on behalf of the pawnbroker;~~

~~3. The name, age, address and the driver's license number or social security number of each customer, as well as a physical description of the customer including height, weight, race, and color of hair and eyes;~~

~~4. A description of the property bought or received in pledge, which includes, where applicable, the name of the maker, the serial number or other number and all other marks inscribed, as well as a detailed physical description of the item, including notations of any scratches, engravings, colors of metals, and the number/colors of gems;~~

~~5. The price paid or amount loaned; and~~

~~6. The signature of the customer, and the document or license with which the pawnbroker or pawnbroker's employee compared the signature.~~

~~C. *Reports to Police.* The licensee shall make a weekly report to the chief of police on a form provided by the police to the pawnbroker. If no such form is provided, the pawnbroker shall provide copies of the pawnbroker's cards described in subsection B of this section.~~

~~D. *Retention of Records.* The records required by this section shall be retained for three (3) years. [Ord. 00-11 § 3; Ord. 00-04 § 2.]~~

~~5.60.030 Pawnbrokers – Prohibited acts.~~

~~A. A pawnbroker may not purchase or receive an article from a person under the age of eighteen (18) years or from a person eighteen (18) years of age or older who purchased or received the article from a person under eighteen (18) years of age for the purpose of pawning it.~~

~~B. A pawnbroker may not purchase or pawn an article if the customer cannot provide proof of ownership of the article or if the pawnbroker has knowledge of facts that would cause a reasonable person to believe that the article may have been stolen, embezzled or otherwise illegally obtained.~~

~~C. A pawnbroker may not purchase or pawn property from a person who is or appears to be under the influence of drugs or intoxicating beverages.~~

~~D. Property purchased by a pawnbroker or acquired by expiration of a redemption period may not be resold, entered into stock or removed from the premises specified on the pawnbroker's license for a period of thirty (30) days after such property has been reported to the chief of police pursuant to BMC 5.60.020. [Ord. 00-04 § 2.]~~

~~5.60.040 Pawnbroker duties upon notification of property reported stolen and disposition of seized property.~~

~~A. The police department may give verbal or written notice to a pawnbroker that an item of property has been reported stolen. The police department may simultaneously place a hold order on the property. A hold order is an order requiring the pawnbroker to keep the item of property on his or her premises while the police department determines whether it will require the item of property for purposes of prosecuting a crime.~~

~~1. If the hold order is placed verbally, the police department shall give written confirmation of the hold order within ten (10) days of placing the verbal hold order. If the police department does not give written confirmation of a verbal hold order within the ten- (10-) day period, the verbal hold order expires at the end of the period. A hold order, whether made in writing or verbally with confirmation, remains in effect for sixty (60) days. The police department may extend a hold order for additional sixty- (60-) day periods by giving written notice to the pawnbroker prior to the expiration of the hold order.~~

~~2. While a hold order is in effect, the pawnbroker shall make reasonable efforts to hold the property safe from alteration, loss, or damage. The pawnbroker shall not sell, transfer or otherwise dispose of the property. The pawnbroker shall so place an identifying tag or other suitable identification upon the property, which shall contain the officer's name, date and case number.~~

~~3. Nothing in this subsection shall be interpreted to prohibit peace officers from seizing property at any time in accordance with applicable law.~~

~~4. The police department shall not place a hold on any item unless they have probable cause to believe that the item is stolen or evidence to a crime. Any hold that is placed on an item will be removed as soon as practicable after the item on hold is determined not to be stolen, or is determined to be no longer needed for evidence or for investigation of criminal activity.~~

~~B. If the police department seizes the item of property reported stolen and subsequently intends to dispose of the property, it shall give written notice of the intent to dispose of the property to the pawnbroker. The police department shall also give written notice to any other person claiming ownership or legal interest in the property, to the extent that the police department is aware of such claims. However, the police department need not give notice to a person who has been convicted of theft of the property or who has otherwise waived interest in the property.~~

~~1. In its written notice regarding intent to dispose of the property, the police department shall require that any claims to the property be submitted to the police department in writing within thirty (30) days of the date of the notice.~~

~~2. If more than one (1) party submits a claim for seized property within the thirty- (30-) day time period, then a hearing shall be held by a hearing officer appointed by the city manager to determine legal entitlement to the property. Any such hearing shall be conducted in accordance with the rules and procedures outlined in BMC 5.60.050(D), with respect to representation, witnesses, and evidence, except that the burden of proof shall be on the person or persons asserting a legal right to the property. The hearing officer shall determine which party, if any, has proved his or her right to the property by a preponderance of the evidence, then the property shall be returned to the pawnbroker. The hearing officer's decision shall be limited to determining which party, if any, has established ownership of, or legal entitlement to, the property.~~

~~3. If only one (1) party responds within the thirty- (30-) day time period, the property may be either returned to that party without a hearing or, if the indicia of ownership in possession of the police department are inconsistent with the claim, the matter may be referred to the hearing officer for a determination of the validity of the claim prior to return.~~

~~4. For purposes of determining ownership, the hearing officer may consider indicia of ownership. Indicia of ownership include, among other things, timely filed complaints or police reports of stolen property; local, state or national police information databases; documents in possession of the police department; license or property identification numbers; markings on the property; or other similar indicia of ownership.~~

~~5. If no individual claims an interest in the property within the time period set forth in the notification, then the police department may dispose of the property.~~

~~C. If the police department gives written or verbal notice to the pawnbroker that an item of property has been reported stolen but does not place a hold order on the item,~~

~~the pawnbroker must still hold the item for sixty (60) days in order to give a person claiming ownership of the property an opportunity to request return of the property. During that time, the pawnbroker must take reasonable measures to protect the item of property from alteration, loss or damage, and the pawnbroker may not sell, transfer, or otherwise dispose of the property.~~

~~1. If the person entitled to have the property requests return of the property, accompanied by evidence of ownership, the pawnbroker must either return the property to that person or deny the person's request.~~

~~2. If the pawnbroker denies a person's request to return the property, the pawnbroker must ask the city manager to appoint an administrative hearing officer to determine entitlement to the property. The pawnbroker must make this request within fifteen (15) days of denying the person's request to return the property. Failure to either return the property or request a hearing officer within the fifteen-(15-) day period shall result in suspension or revocation of the pawnbroker's license.~~

~~3. Any hearing under this subsection shall be conducted following the procedures provided for in BMC 5.60.050 with respect to representation, witnesses, and evidence, except that the burden of proof shall be on the person or persons asserting a legal right to the property. The hearing officer shall determine which party, if any, has proved his or her right to the property by a preponderance of the evidence. If no party proves his or her right to the property by a preponderance of the evidence, then the property shall be returned to the pawnbroker. The hearing officer may request copies of police reports to assist in this determination. The hearing officer's decision shall be in writing and the hearing officer shall send a copy of the decision to the parties and to the police department. Except while the matter is pending on appeal, failure of the pawnbroker to comply with the hearing officer's order shall result in immediate revocation of the pawnbroker's license.~~

~~4. For purposes of determining ownership, the hearing officer may consider indicia of ownership. Indicia of ownership include, among other things, timely filed complaints or police reports of stolen property; local, state or national police information databases; documents in possession of the police department; license or~~

~~property identification numbers; marking on the property; or similar indicia of ownership.~~

~~5. If no person requests return of the property within the sixty- (60-) day period, the pawnbroker may sell, transfer, or dispose of the property in accordance with this chapter.~~

~~6. Nothing in this subsection shall be interpreted to prohibit police officers from seizing property at any time in accordance with applicable law.~~

~~D. A pawnbroker is not entitled to a finder's fee or reward for return of the property unless a hearing officer finds that it is warranted. [Ord. 00-04 § 2.]~~

~~5.60.050 Suspension or revocation of pawnbroker's license.~~

~~A. The city manager shall suspend or revoke a pawnbroker's license upon a determination that the pawnbroker has wilfully made an untruthful or misleading statement in his/her pawnbroker license application; the pawnbroker has provided a faulty bond in support of his/her application; the pawnbroker conducted his/her business in a manner violating BMC 5.60.020; the pawnbroker has engaged in acts prohibited in BMC 5.60.030; the pawnbroker has failed to meet his/her obligation under BMC 5.60.040; or the pawnbroker has in any manner violated a provision of this chapter or the Bethel Municipal Code.~~

~~B. The pawnbroker may appeal the suspension or revocation to the city council. The pawnbroker must give notice of his/her appeal in writing to the city manager either in person or by mail within seven (7) calendar days of the suspension or revocation. If notice is given by mail, it must be postmarked within seven (7) calendar days of the suspension or revocation. The notice need not be in a particular form, but must evidence the desire to have the city council review the city manager's decision. The notice must also list the reasons why the pawnbroker believes the city manager's decision is incorrect and be signed by the pawnbroker.~~

~~C. Upon receipt of notice of appeal, the city manager shall cause copies of all pertinent documents related to the appeal including any records of the city manager's decision to be distributed to the councilmembers. The council shall consider the appeal at a regular or special meeting within sixty (60) days after it has been filed.~~

~~D. In an appeal proceeding, both the appellant/pawnbroker and the city manager/appellee may be represented by an authorized representative, may call and examine witnesses, introduce exhibits, cross-examine opposing witnesses on matters relevant to the issues, impeach witnesses, and rebut adverse evidence. Relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of a common law or statutory rule that makes improper the admission of the evidence over objection in a civil action. Hearsay evidence may be used to supplement or explain direct evidence but it is not sufficient by itself to support a finding unless it would be admissible over objection in a civil action. The rules of privilege are effective to the same extent that they are recognized in a civil action. Irrelevant and unduly repetitious evidence shall be excluded. The city manager/appellee has the burden of proof by a preponderance of the evidence.~~

~~E. Prior to its closed session to consider the appeal, the council shall hear oral argument by the parties, if requested to do so by either party. Consideration of an appeal by the council is a quasi-judicial function as that term is used in the state Open Meetings Act, AS 44.62.30(d)(l), and the council may consider such an appeal and make its decision in closed session.~~

~~F. After due deliberation, the council may affirm, reverse or modify the city manager's decision, or remand the matter to the city manager with instructions for further proceedings. The council shall announce its decision and state the specific reasons for its decision, either orally in an open-tape recorded meeting, or in writing, and shall give written notice of its decision to the parties by personal delivery or certified mail. The council's decision is a final decision of an administrative agency that may be appealed to the Superior Court in accordance with court rules. [Ord. 00-04 § 2.]~~

Introduced by: Mayor Barr
Introduction Date: February 25, 2020
Public Hearing March 10, 2020
Action:
Vote:

Section 3. Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.

ENACTED THIS __ DAY OF MARCH 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

____
Perry Barr, Mayor

ATTEST:

____
Lori Strickler, City Clerk

Introduced by: Mayor Barr
Introduction Date: February 25, 2020
Public Hearing March 10, 2020
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #20-06

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING CHAPTER 4.16 AND CREATING 4.16A OF THE BETHEL MUNICIPAL CODE ADOPTING THE UNIFORM ALASKA REMOTE SELLER SALES TAX CODE

WHEREAS; the inability to effectively collect sales tax on sales of property, products or services transferred or delivered into Alaska is seriously eroding the sales tax base of communities, causing revenue losses and imminent harm to residents through the loss of critical funding for local public services and infrastructure;

WHEREAS; the harm from the loss of revenue is especially serious in Alaska because the State has no income tax, and sales tax revenues are one of the primary sources of funding from services provided by local governments;

WHEREAS; the failure to collect sales tax on remote sales creates market distortions by creating an unfair tax advantage for business that limit their physical presence in the taxing jurisdictions but still sell goods and services to consumers, which becomes easier and more prevalent as technology advances;

WHEREAS, the failure to tax remote sales results in the creation of incentives for businesses to avoid a physical presence in the state and its respective communities, resulting in fewer jobs and increasing the share of taxes to those consumers who buy from competitors with a physical presence in the state and its cities;

WHEREAS, the structural advantages for remote sellers, including the absence of point-of-sale tax collection, along with the general growth of online retail, make clear that erosion of the sales tax base is and has been occurring;

WHEREAS, remote sellers who make a substantial number of deliveries into or have large gross revenues from Alaska benefit extensively from the Alaska market, affecting the economy as well as burdening local infrastructure and services;

WHEREAS, given modern computing and software options, it is neither unusually difficult nor burdensome for remote sellers to collect and remit sales taxes associated with sales into Alaska taxing jurisdictions;

WHEREAS, due to a recent decision by the United States Supreme Court and the lack of a state sales tax it is appropriate for the municipalities to collectively amend their sales tax codes to account for remote sellers who do not have a physical presence either in the State of Alaska or in a specific taxing jurisdiction, but do have a taxable connection with the State of Alaska or taxing jurisdiction;

WHEREAS, this ordinance is not retroactive in its application;

WHEREAS, amending local sales tax codes reflects the 2018 Supreme Court "*Wayfair*" decision to allow for the application of the taxing jurisdiction's sales tax code requirements to sellers without a physical presence in the State of Alaska or taxing jurisdiction;

WHEREAS, the intent is to levy municipal sales tax to the maximum limit of federal and state constitutional doctrines; and

WHEREAS, the City of Bethel through Resolution 20-02 has entered into a cooperative agreement with other local governments called the Alaska Intergovernmental Remote Seller Sales Tax Agreement ("the Agreement");

WHEREAS, the terms of the Agreement require adoption of certain uniform provisions for collection and remittance of municipal sales tax applicable to sales made by remote sellers similar to the Streamlined Sales and Use Tax Agreement.

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, as follows:

SECTION 1. Classification. This is a codified Ordinance and shall become part of the Bethel Municipal Code.

Section 2. Amendment 1: Bethel Municipal Code 4.16 is amended as follows, new language is underlined old language is ~~stricken~~.

4.16.040 Presumption of taxability.

A. In order to prevent evasion of the sales tax and to aid in its administration, it is presumed that all sales by a person engaging in business are subject to the sales tax; and

B. There is levied by the city a sales tax on all retail sales, services and rentals which commence within the city, or which are in any part rendered, supplied or provided within the city, except as expressly provided otherwise in this chapter.

C. A sales tax applies to all real property within the city that is either rented or sold. The tax applies to commissions on the sale or rental of real property, on the rental of real property, and as limited in BMC 4.16.160, on the sale of real property. The tax applies regardless of whether the seller, buyer, renter, lessee or tenant resides within or outside the city of Bethel.

D. For the purposes of this section, any building or other place of business shall be considered to be within the city if any part thereof or any substantial part of a contiguous parking area or other supporting facility is within the city.

E. For purposes of this chapter, the sales price or purchase price of property must be determined as of the time of acquisition.

F. For purposes of this chapter, a sale of services occurs at the time the services are provided.

G. Remote sales, marketplace facilitators and remote sellers as defined in 4.16A shall comply with the provisions of BMC 4.16A.

4.16.160 Tax exemptions.

The following sales and services are exempt from the tax levied under this chapter only in accordance with the limitations provided for in this section:

G. *Compliance with Laws.*

1. Gross receipts or proceeds derived from sales or services which the city is prohibited from taxing under the laws of the state or under the laws and the Constitution of the United States, including, but not limited to:

    a. Sales by the U.S. Postal Service;

b. Purchases made under the authority of or made with any type of certificate issued pursuant to 42 USC Sections 1771 through 1789 (Child Nutrition Act of 1966);

~~c. Interstate sales;~~

d. Air transportation including that portion of any chartered fishing or hunting expedition which covers the cost of air transportation;

e. Gross receipts or proceeds derived from sales to the United States Government, the state, a city or any political department thereof. However, the exemption shall not apply to the sale of materials and supplies to contractors for the manufacture or production of property or rendering services for sale to such government units or agencies on a contract bid award, in which event the contractor shall be deemed the buyer, subject to the payment of the tax;

2. A sale or rental to an employee of the state, its political subdivisions, or the federal government is only exempt when the government employee provides proof that the sale is for government business by paying for the sale with a government voucher, purchase order, check, credit card, or warrant, or providing other verifiable documentation to the seller to allow the seller to readily determine that the sale is for government business;

3. A sale or rental to a federally recognized tribe when the tribal employee provides proof that the sale is for tribal government business by paying for the sale with a tribal voucher, purchase order, check, credit card, or warrant, or providing other verifiable documentation to the seller to allow the seller to readily determine that the sale is for tribal government business.

Section 3. Amendment 2: Adoption on new chapter 4.16A, Alaska Remote Seller Sales Tax Code.

ALASKA REMOTE SELLER SALES TAX CODE

4.16A.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.

4.16A.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.

4.16A.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.

4.16A.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.

4.16A.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.

4.16A.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.

4.16A.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. Each business entity shall have a sales tax registration under the advertised name.

E. The sales tax certificate is non-assignable and non-transferable.

4.16A.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.

4.16A.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.

4.16A.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.

4.16A.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.

4.16A.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.

4.16A.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.

4.16A.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.

4.16A.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.

4.16A.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 subjection in any one calendar year. The Commission shall report such waivers of penalty to the taxing jurisdiction, in writing.

4.16A.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.

4.16A.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.

4.16A.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 remote seller'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.

4.16A.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.

4.16A.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.

F. 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.

G. All remedies hereunder are cumulative and are in addition to those existing at law or equity.

4.16A.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.

4.16A.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.

4.16A.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.

4.16A.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.

"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.

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

"Child care" 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.

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

"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.

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

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

“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.

“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.

"**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.

"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;

"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.

"**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.

"**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.

"**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.

"**Monthly**" means occurring once per calendar month.

"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.

"**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 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.

"**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.

"**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.

"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.

"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.

"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.

"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.

"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 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.

"**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 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.

"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.

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

"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.

SECTION 3. Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.

ENACTED THIS __ DAY OF MARCH 2020 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Introduced by:	Mayor Barr
Introduction Date:	February 25, 2020
Public Hearing	March 10, 2020
Action:	
Vote:	

____
Perry Barr, Mayor

ATTEST:
____
Lori Strickler, City Clerk

Introduced by: Council Member Leary
Date: February 25, 2020
Action:
Vote:

CITY OF BETHEL, ALASKA

Resolution #20-03

A RESOLUTION BY THE BETHEL CITY COUNCIL ESTABLISHING A CITY COUNCIL MEMBER TRAVEL POLICY

WHEREAS, the Bethel City Council establishes a budget annual to account for many of the known travel and training opportunities provided to the members;

WHEREAS, the establishment of a City Council Member Travel Policy will provide the public officials a regulation and standard on what is and is not considered reimbursable travel, meal, and lodging expenses;

NOW, THEREFORE, BE IT RESOLVED that the Bethel City Council establishes the following Travel and Training Policy and require any modification to the Policy be provided through resolution.

If any part of this policy becomes in conflict or inconsistent with Municipal, State or Federal laws, the provisions of law shall control.

Should any of the clauses, sentences, paragraphs, section or parts of this Policy be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this policy.

This policy shall be effective immediately upon passage of this resolution.

I Policy Statement

The City hereby expressly acknowledges its responsibility to wisely administer limited public resources and to expend them only when there will be a substantial benefit to the City and its residents. Accordingly, it is the intent of this policy to establish rules and guidelines governing coverage of city council members travel costs for actual and necessary expenses incurred in the performance of official duties.

This policy shall be formally adopted by the City Council and any changes thereto shall also be adopted by City Council.

II Definitions

For purposes of this policy, the following definitions shall apply:

A. Event means conference, seminar, meeting and other official City of Bethel functions.

B. Per Diem means an allowance paid to council members for meal expenses incurred when traveling on City business. This allowance is in lieu of reimbursement of actual expenses.
C. Reasonable hours of travel means travel by council members between 7 a.m. and 11 p.m.

III Authorized Travel

The City may make payments for airfare, lodging, registration, per diem and incidentals if approved by the Council.

Expenses incurred by city council members participating in the following activities and/or events constitute authorization if funds are available in the city council travel budget and as long as the other requirements of this policy are also met:

A. Alaska Municipal League Newly Elected Official's Training and the Alaska Municipal Conference held annually in November- applies to council members.
B. Alaska Conference of Mayor's Conference held in February, August and November- applies to mayor.
C. Alaska Municipal League Board Meetings-applies to board member. Most travel costs are reimbursed by Alaska Municipal League.
D. All other travel must be approved in advance by the Council in an open city council meeting, and must include an estimate of the cost of the travel.

IV Unauthorized Expenses

The following expenditures incurred by city council members in the course and scope of their official duties shall not be reimbursed:

A. The personal portion of any trip.
B. Political contributions or events sponsored by or affiliated with political parties.
C. Family or friend expenses, including those of a partner when accompanying Council member on official business, child or pet care.
D. Entertainment expenses, including theatre, shows, movies, sporting events, golf, spa treatments, etc.
E. Non-mileage personal automobile expenses including repairs, insurance, gasoline, traffic citations.
F. Personal losses incurred while on City business.
G. Reimbursement request in excess of $20 without a receipt with sufficient information on its face to indicate the nature and date of the charge. All reimbursement receipts must be submitted within sixty days from the date of return.

V Authorized Expenses

All travel on city business shall be planned to provide for the most economical mode of transportation reasonably available. Transportation costs are provided at the most reasonable means of transport. As an example if a council member chooses to fly first class the City will reimburse the coach rate and the council member will be responsible for the difference.

Travel expenses shall be authorized for days actually spent on city business and travel to and from the event. Travel days may not exceed one day before and/or after the event. Travel days before and after the event are only authorized if the travel schedule prohibits travel at reasonable hours on the beginning and ending days of the event. Travel expenses for more than one day of travel to and from an event must be approved in advance by the City Council. Council members do not need council authorization to add personal travel days on to business travel as long as there are no reimbursable expenses requested during the personal travel.

A. Air Transportation
Allowable costs for air travel shall be calculated by using the coach airfare on the lowest available airfare for a regularly scheduled flight which reasonably accommodates the time of travel requested.

Council members who purchase their own airfare are entitled to reimbursement in the amount equal to the standard established above.

If personal travel is combined with business related travel, the council member shall be responsible for paying the increase in airfare necessary to accommodate the personal part of the flight.

If changes in travel plans occur that are the result of city business requirements, any associated costs shall be paid by the City. However, any increases in the costs of travel due to changes for personal convenience will be borne by the council member.

B. Vehicular Transportation
1. Use of personal vehicle shall be authorized at a rate of .54 per mile. The City's insurance does not cover the use of personal vehicles.
2. Traveler's shall evaluate transportation options such as rental car, taxi, ride-sharing or otherwise, and shall use discretion in selecting the most economically reasonable option to meet the business needs of the traveler. Rental car options such as car insurance, GPS or pre-paid gas are not eligible for reimbursement. The companion's use of the rental car or personal use by a council member is not subject to the City's coverage.
3. Use of taxi and public transportation are authorized to and from the event.

VI Lodging

Authorized expenses for lodging is for a single room rate and should correspond to the defined reasonable hours of travel. If the conference or meeting concludes later than two hours before a flight within the reasonable hours of travel, the council member shall be entitled to an additional night of lodging.

Lodging shall be arranged at the location of the event. If lodging is not available at the event site, an attempt should be made to arrange lodging within walking distance of the event if a reasonable rate is available.

VII Meals

Council members shall be entitled to payment of advanced meal per diem allowance. The City Clerk's Office will if possible provide council members with meal per diem allowance at the rate provided below in advance of their travel. The amount of per diem advance may not exceed the associated meal per diem allowance. Per Diem allowance rates include gratuity.

1. Breakfast: Per Diem allowance is approved if the council member's travel begins before 10:00a. The per diem allowance for breakfast shall be at a rate of $12.
2. Lunch: Per Diem allowance is approved if the council member's travel begins after 11:00a and before 2:00p. The per diem allowance for Lunch shall be at a rate of $16.
3. Dinner: Per Diem allowance is approved if the council member's travel begins after 5:00p and before 9:00p. The per diem allowance for dinner shall be at a rate of $32.

If meals are available at no cost to the traveler (other than airline meals and snacks), such as meals provided at conferences or by others at meetings, or if meal costs are reimbursed from other sources or reimbursed as representational expenses, the per diem allowance shall be adjusted by reducing the daily per diem associated with each meal provided or reimbursed by other means.

VIII Trip Cancellations

In the event a council member cancels a trip for which the City has already incurred costs, the member is responsible for any charges associated with the cancelation unless the City Council approves otherwise.

City of Bethel Action Memorandum

Action memorandum No.	20-05		
Date action introduced:	February 25, 2020	Introduced by:	Vice-Mayor Hanson
Date action taken:		Approved	Denied
Confirmed by:			

Allow Action Memorandums that authorize the City Manager to negotiate and execute Lease Amendments and that authorize the City Manager to apply for Grants to fall on the consent agenda.

Attachment(s): None

Amount of fiscal impact:		**Account information:**
X	No fiscal impact at this time.	

Summary Statement

The use of Action Memorandums on the consent agenda is an expeditious use of Council member time because most do not require discussion, amendments, or alterations.

Robert's Rules of Order is the adopted City Council meeting protocol. The Rules allow for a grouping of routine, non-controversial items under a consent agenda. The City marks its consent items with an asterisk. This allows the Council to approve all items on the Consent Agenda at once, quickly and easily. During the approval of the Agenda and the Consent Agenda, any council member may ask that an item be removed from the Consent Agenda. Removal takes only a short time. The time saved by consent agenda items being approved greatly outweighs the time it takes to remove one or two items for discussion and vote.

At present, the following types of agenda items may appear on the Consent Agenda:

- Introduction of Ordinances
- Resolutions
- Informational Memorandums
- Action Memorandums for appointment of members to City committees and commissions
- Leave requests for City Manager, City Clerk and City Attorney
- Authorization of the City Manager to Negotiate and Execute Contracts

City of Bethel Action Memorandum

Action memorandum No.	20-06		
Date action introduced:	February 25, 2020	Introduced by:	Mayor Barr
Date action taken:		Approved	Denied
Confirmed by:			

Appointment of Committee/Commission/Board members. Alicia Miner- Board of Ethics.

Amount of fiscal impact:		**Account information:**
x	No fiscal impact	

Action Memorandum 20-06 is sponsored by Mayor Barr at the request of the City Clerk.

Alicia Miner has requested appointment to the Board of Ethics. If appointed, the term would be three years as a Regular member with a term expiration of December 31, 2022.

City of Bethel Action Memorandum

Action memorandum No.	20-07		
Date action introduced:	February 25, 2020	Introduced by:	William F. Howell, Acting City Manager
Date action taken:		Approved Denied	
Confirmed by:			

Action Title: Direct Administration to prepare and submit a 2020 COPS Hiring Program application to the U.S. Department of Justice, in partnership with the Lower Kuskokwim School District, to request $125,000 for one School Resource Officer position.

Attachment: (1) Fact Sheet: School Resource Officers and School-based Policing.

Amount of fiscal impact:		Account information:
$122,304 over 4 years ($20,925 in FY 21 Budget)	Funds must be put in City FY 2021 Budget.	10-61 personnel

Summary Statement

The City of Bethel has an opportunity to apply for the 2020 COPS Hiring Program grant as an eligible applicant. Lower Kuskokwim School District (LKSD) officials and the School Safety Coordinator are very interested in securing a School Resource Officer (SRO) position. The City may request up to $125,000 per officer position to be used over a three-year period. The grant application is due March 11, 2020.

A formal Memorandum of Understanding between the City and LKSD must be developed and signed within 90 days of grant initiation. The MOU would spell out the purpose, roles and responsibilities of both parties, chain of command, and space for signatures.

The SRO would serve the school district by being placed primarily at the Bethel Regional High School when school is in session and/or when school events are taking place on school grounds. The SRO would supplement the City Police Department in the summer time and during other non-school periods. The grant requires the SRO to spend at least 75% of his or her time on school property.

In addition to paying 25% of the salary and benefits of the new officer, the City will pay approximately $15,000 to send a new recruit to the Police Academy. The newly hired SRO must supplement the City's 14 sworn officer positions currently funded, and not supplant one of the positions. Thus, the Bethel Police Department would have 15 sworn officers and one Police Chief in total, if the grant is awarded and accepted by the City. The $122,304 cost to the City over four years represents 25% of four years' worth of salary and benefits for one individual who earns pay increases as currently specified in the union contract. Grant funds do not apply when the City assumes command of the SRO and takes him/her off the school campus.

U.S. Department of Justice
Office of Community Oriented Policing Services

COPS
Community Oriented Policing Services
U.S. Department of Justice

Fact Sheet

www.cops.usdoj.gov

School Resource Officers and School-based Policing

A school resource officer (SRO) is a career law enforcement officer assigned in a community policing capacity to a local educational agency. SROs work in collaboration with schools and community-based organizations to provide a positive and visible law enforcement presence on school campuses. SROs have four major roles:

- **Law Enforcement.** SROs address crime and disorder in and around school campus. SROs strive to employ non-punitive techniques when interacting with students, using citation and arrest only as a last resort under narrow circumstances.
- **Informal Counselor.** SROs build relationships with students and act as liaisons to community services for youth and families.
- **Educator.** SROs teach students about crime prevention and safety, drug awareness, conflict resolution, and other topics related to law enforcement and the legal system.
- **Emergency Manager.** SROs develop and implement emergency preparedness policies, including comprehensive school safety plans, and coordinate with first responders in an emergency. SROs are integral members of a school threat assessment team.

Developing Your School-Based Partnership

It is essential for law enforcement agencies and schools implementing an SRO program to develop a Memorandum of Understanding (MOU) that clearly documents the roles, responsibilities, and expectations of the SROs, school officials, law enforcement, education departments, students, and parents. A useful MOU documents the program's purpose, all partner roles and responsibilities, and the parameters for information sharing. (Family Educational Rights and Privacy Act (FERPA) laws support SRO and school information sharing to maximize coordinated response and student safety.) The MOU should be reviewed and updated as needed on an annual basis.

Information sharing between SROs and school personnel should include student records when necessary to promote school safety and the physical security of students. The Family Educational Rights and Privacy Act (FERPA) supports such information sharing to maximize coordinated response and positive outcomes.

One essential element of an MOU is the clear prohibition on SROs responding to disciplinary matters. MOUs must clearly indicate that SROs will not be responsible for or involved in routine student discipline. Disciplinary issues are the sole responsibility of school personnel and should be carefully selected and trained.

Selection and training

SRO candidates should be sworn law enforcement officers or deputies with at least three years' work experience and an interest in developing positive, community-oriented relationships with youth and the school community. Candidates should volunteer for the assignment.

Every new SRO should complete an initial training on police work in a school setting. Training should cover youth development, problem-solving and mentoring, positive behavior interventions, and emergency management. In addition, SROs should have annual refresher training to learn about new standards and policies and the most current research. The COPS Office partners with the National Association of School Resource Officers (NASRO) to support local, national, and online training.

December 2019

Emergency management

SROs are also integral to school emergency preparation and response. In addition to formal prevention measures such as threat assessments and safety plans, SROs can also intervene with students at risk of violence. In an actual emergency, such as an attack or a natural disaster, SROs respond in their law enforcement capacity and act as a liaison between the school and first responders.

School-based Policing

School districts and law enforcement agencies may not be able to sustain assigned SROs in the K-12 setting, but officers and school personnel can still collaborate to increase student safety and reduce crime. Officers can be involved in schools as visiting instructors, coaches, or mentors for programs such as Youth Cadets. Officers can be integral partners in threat assessment and emergency management teams. Officers can also provide support and crime prevention for specific events such after-school sports. Security staff can support safety initiatives but do not replace law enforcement.

Ongoing communication between officers and youth, through either an SRO program or school-based policing, leads to improved trust and mutual respect, which results in a safer school and improved outcomes for students.

What is a School Resource Officer?

Federal statute defines a school resource officer as a career law enforcement officer, with sworn authority, deployed in community oriented policing, and assigned by the employing police department to a local educational agency to work in collaboration with schools and community-based organizations to

- educate students in crime and illegal drug use prevention and safety;
- develop or expand community justice initiatives for students;
- train students in conflict resolution, restorative justice, and crime and illegal drug use awareness.

Resources

Supporting Safe Schools webpage.
https://cops.usdoj.gov/supportingsafeschools

Beyond the Badge: Profile of a School Resource Officer – A film about SRO Ronald Cockrell and the work of SROs, with accompanying discussion guides.
https://cops.usdoj.gov/RIC/ric.php?page=detail&id=COPS-CD050

To Protect and Educate: The School Resource Officer and the Prevention of Violence in Schools – A NASRO publication.
https://nasro.org/cms/wp-content/uploads/2013/11/NASRO-To-Protect-and-Educate-nosecurity.pdf.

Averted School Violence Database – A reporting system that enables law enforcement, school personnel and mental health professionals to share their stories and lessons learned.
https://www.avertedschoolviolence.org/

Readiness and Emergency Management for Schools Center (REMS TA) – A technical assistance hub that provides information, resources, training, and services in the field of campus emergency operations planning.
https://rems.ed.gov/

Protecting Student Privacy: K-12 School Officials – Resources addressing FERPA, including guidance for SROs and school based policing.
https://studentprivacy.ed.gov/audience/school-officials-k-12

Contact the COPS Office

For more information about COPS Office programs and resources, please call the COPS Office Response Center at 800-421-6770 or visit the COPS Office website at www.cops.usdoj.gov.

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Anchorage Field Office
4700 BLM Road
Anchorage, Alaska 99507
www.blm.gov/alaska

In Reply Refer To:
3720 (AKA010)
AA-082264

CERTIFIED MAIL 7006 0810 0000 6318 4435
RETURN RECEIPT REQUESTED

JAN 24 2020

Mayor Perry Barr
City of Bethel
P.O. Box 1388
Bethel, AK 99559

Dear Mayor Barr,

The Bureau of Land Management (BLM) has developed a Proposed Plan for cleanup of the Red Devil Mine, an abandoned mercury mine on the middle Kuskokwim River. The Proposed Plan summarizes the work done so far to address contamination at the site and describes BLM's preferred alternative to complete the cleanup.

We will be mailing a printed copy of the Proposed Plan to you shortly. It will also be available online at https://www.blm.gov/alaska/red-devil-mine. We look forward to hearing from residents of your community on the plan during an upcoming 60-day public comment period. We would like to present the plan at a public meeting in your community to answer questions and take comments. Public involvement is an important part of the decision-making process for cleanup of contaminated sites under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and the BLM values your participation in this process.

We will be contacting you soon to discuss possible dates for a community meeting or, if you prefer, you can contact BLM Public Affairs Specialist Maureen Clark to schedule a meeting at (907) 267-1420 or by email at m1clark@blm.gov.

Thanks very much for your interest in the Red Devil Mine Project.

Sincerely,

Bonnie M. Million
Field Manager

Schedule, Events and Programs
Visit ykfitness.org for the most up to date schedules and information

- **Regularly Sponsored Discounts for pool admissions**:
  - Free Teen Night: Every Wednesday from 4-8pm the Drew Foundation Sponsors Free pool admissions for teens age 13-17.
  - Half Price Saturdays: Every Saturday the Lifesavers Foundation sponsors half price pool admissions for all ages.
  - Free Saturdays: The last Saturday of every month Angstman Law Offices Sponsors free pool admissions from 12pm-8pm for youth under the age of 12.

January 2020

- Facility was closed until January 13th due to mechanical issues related to extreme cold.
- Due to the extended facility closure, start dates for winter classes and programs were pushed back.
  - Group Fitness Classes started January 13th
  - Instructional Classes and Swim lessons started January 18th
- K300 mushers had free use of the facility Friday-Monday of K300 weekend. Arctic Chiropractic provided free massage to mushers on Monday.

February 2020

- February is Heart Healthy Month and includes several promotions:
  - 20% off Annual memberships all month
  - Celebrate National Wear Red Day on Feb 7th by wearing red to the facility and get a free water bottle
  - February 14th Move Together
- February 21st the Facility will close at 5:30pm for our annual winter staff party.
- February 26th: Scholarships applications are due to the Lifesavers Foundation for Sport Club participants interested in receiving scholarship funds to help with program fees.
- Registration opens for Spring Instructional Classes and Swim Lessons February 24th.

March 2020

- March Group Fitness Starts March 1st.
- Sport Club is available during Spring Break March 5, 6 and 9-13th. The Lifesavers Foundation has scholarships available for sport club participants.
- Lifeguard Training will be offered during Spring Break, March 9-13 from 12-730pm.
- Spring Instructional and Swim Lessons start March 15th. Registration opens February 24th.

Staffing

Operational Staff: View all our open positions at Healthfitness.com
Now Hiring:

- Certified Lifeguards, Full Time and Part Time
  - visit ykfitness.org/certifications to view course pre-requisites
- Facility Attendants
- Front Desk
- Full Time Lifeguard and Swim Instructor

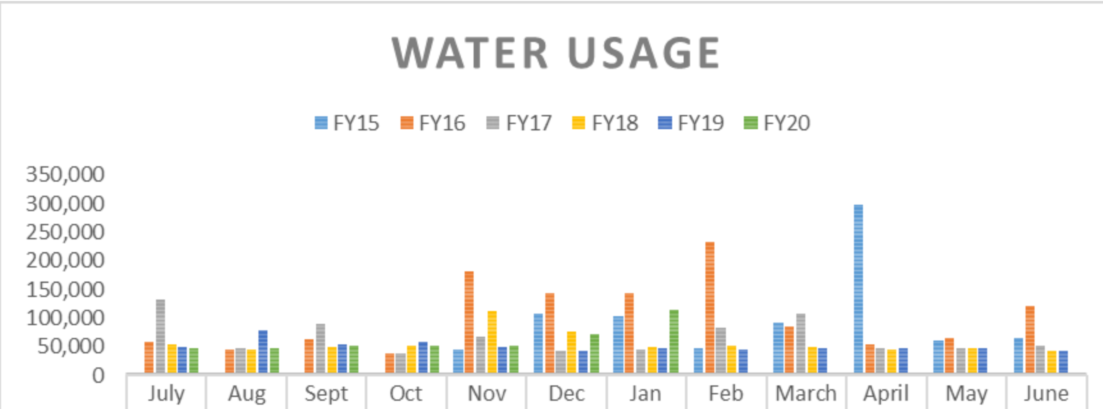
Programming Staff: We are looking for programming staff to fill the below roles:

- Swim Instructors
- Instructors for youth classes, particularly dance and tumbling
- Fitness Instructors and Certified Personal Trainers
- Instructors for any activity, craft or music patrons might be interested in learning.

Anyone interested in working at the YK Fitness Center can call 543-0390 or visit ykfitness.org for information and links to our applications.

Maintenance

The Fitness Center experienced several maintenance issues due to the extended sub-zero weather at the end of December and into January. As a result, the facility was closed from Dec 27th – Jan 12th. See Property Maintenance Report for details on the facility issues. All Memberships were extended to account for the days the facility was closed.



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY15					45,000	108,00	103,00	46,000	91,000	297,00	60,000	66,000
FY16	59,000	45,000	63,000	37,000	182,00	144,00	144,00	234,00	85,000	53,000	66,000	120,00
FY17	132,00	46,000	89,760	37,715	66,225	43,325	44,800	83,075	107,25	46,925	46,525	51,950
FY18	54,400	45,150	50,332	51,425	111,17	75,450	48,275	51,550	49,350	45,413	47,175	43,600
FY19	49,900	78,775	54,850	59,050	48,800	42,780	47,660	43,750	47,525	48,125	47,300	43,300
FY20	47,650	47,800	50,911	52,608	50,475	71,488	114,25					

*Note: Facility opened in November of 2014 (FY15)

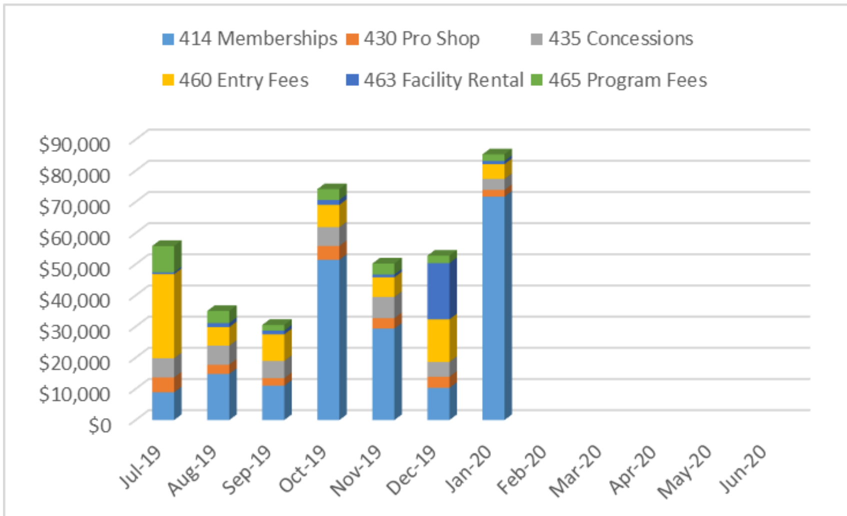
During maintenance closure in Dec 2019/Jan 2020 hot water was used to keep pipes from freezing.

Revenue

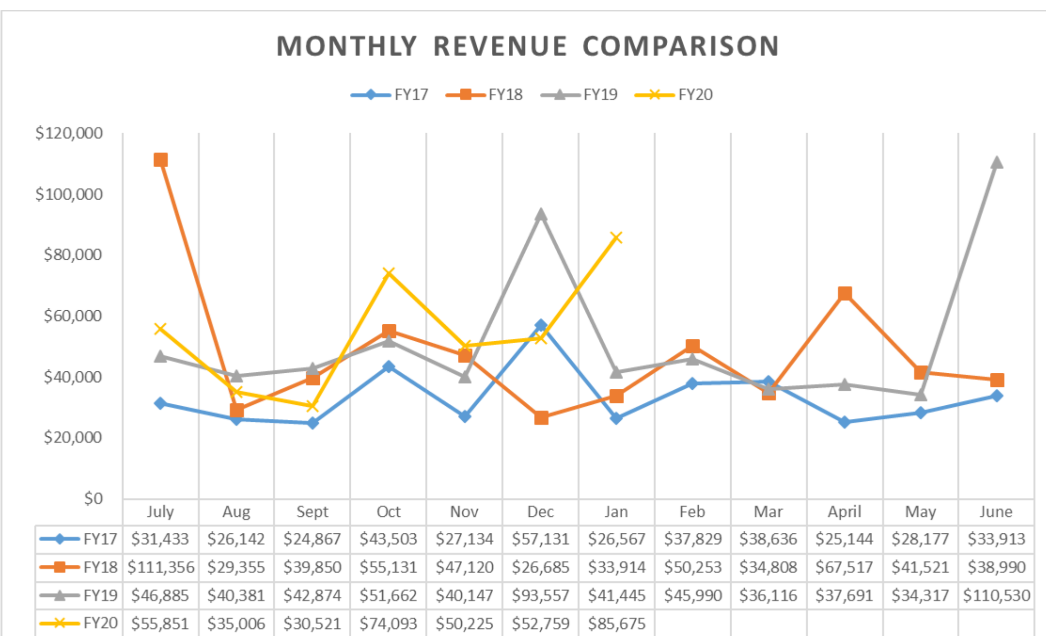
FY19 Revenue

Code	Facility Revenue	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Total	FY20 Budgeted	%attained
414	Memberships	$8,919	$14,808	$11,032	$51,405	$29,362	$10,341	$71,686						$197,553	$394,655	50.06%
430	Pro Shop	$4,772	$2,976	$2,432	$4,454	$3,347	$3,596	$2,165						$23,741	$44,100	53.83%
435	Concessions	$6,173	$6,091	$5,523	$6,023	$6,795	$4,717	$3,520						$38,842	$64,900	59.85%
460	Entry Fees	$26,964	$5,934	$8,521	$7,164	$6,298	$13,652	$4,765						$73,298	$115,730	63.34%
463	Facility Rental	$576	$1,306	$1,210	$1,562	$916	$18,069	$999						$24,638	$42,075	58.56%
465	Program Fees	$8,447	$3,891	$1,803	$3,485	$3,508	$2,384	$2,134						$25,652	$83,318	30.79%
WomenInPhilanthropy Grant								$405						$405		
	Facility Revenue Total	$55,851	$35,006	$30,521	$74,093	$50,225	$52,759	$85,675	$0	$0	$0	$0	$0	$384,129	$744,778	51.58%

The below chart represents the portion of the total revenue that each revenue category represents.

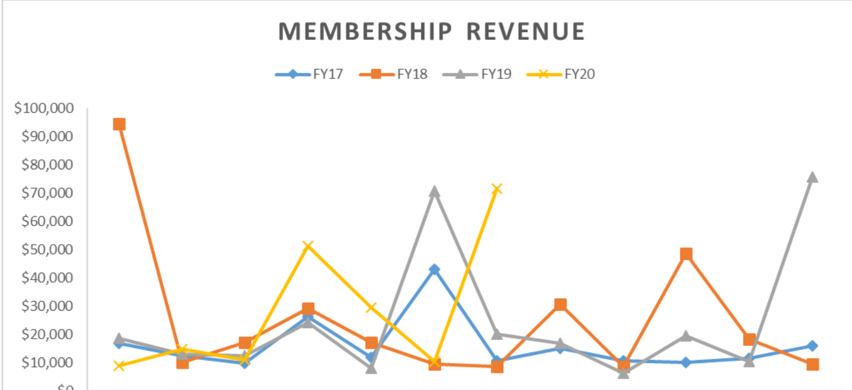


Revenue Comparisons: Monthly Totals



Although the facility was closed from Jan 1- 12, revenue on previously due membership balances was received in January, resulting overall revenues for January to appear to be above the expected trend.

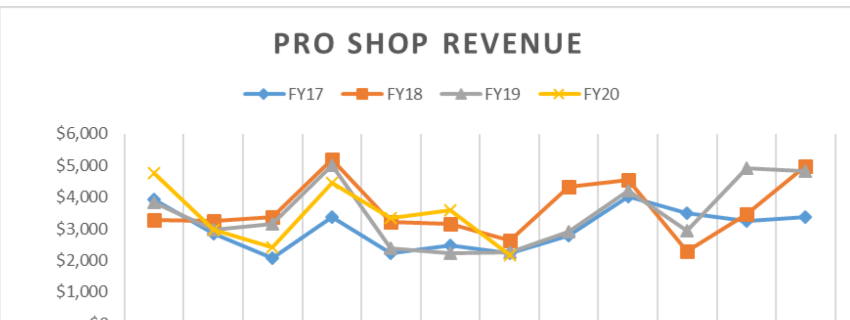
Revenue Comparisons: Monthly Categories



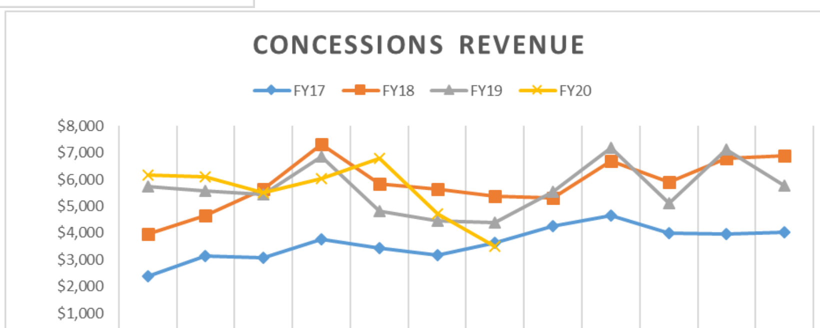
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY17	$16,840	$12,543	$9,699	$26,378	$11,867	$43,140	$10,624	$14,985	$10,739	$10,064	$11,488	$16,051
FY18	$94,430	$9,948	$17,239	$29,334	$17,032	$9,462	$8,715	$30,791	$8,664	$48,569	$18,216	$9,614
FY19	$18,548	$12,929	$12,522	$24,316	$8,088	$70,674	$19,940	$16,731	$6,331	$19,382	$10,367	$75,715
FY20	$8,919	$14,808	$11,032	$51,405	$29,362	$10,341	$71,686					

Variations in membership revenue are due primarily to inconsistencies in when payments are received from corporate membership partners.

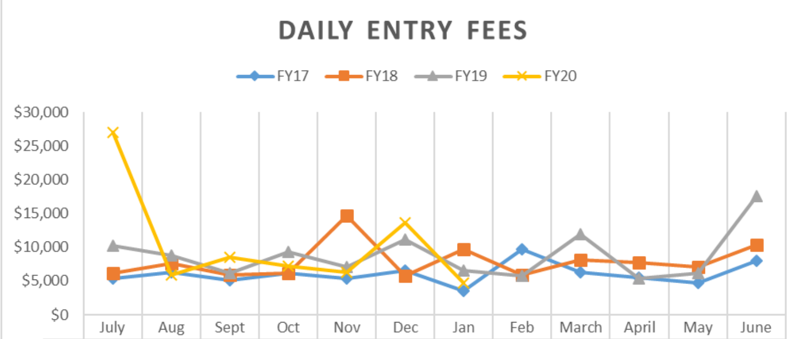
Trends for Proshop, Concessions, and Programs revenue highlight the unexpected revenue losses from the January closure.



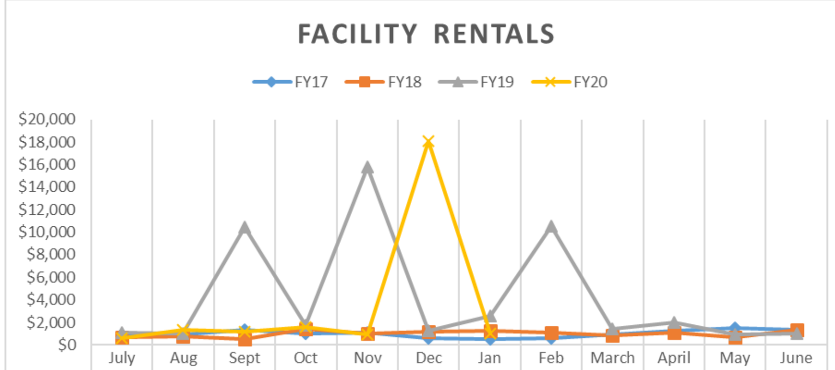
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY17	$3,913	$2,851	$2,093	$3,366	$2,231	$2,491	$2,240	$2,778	$4,033	$3,484	$3,254	$3,382
FY18	$3,290	$3,248	$3,366	$5,195	$3,231	$3,172	$2,643	$4,315	$4,537	$2,289	$3,467	$4,987
FY19	$3,850	$2,960	$3,166	$5,011	$2,384	$2,224	$2,265	$2,918	$4,215	$2,949	$4,901	$4,824
FY20	$4,772	$2,976	$2,432	$4,454	$3,347	$3,596	$2,165					



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY17	$2,385	$3,157	$3,092	$3,769	$3,426	$3,186	$3,648	$4,247	$4,670	$4,010	$3,958	$4,024
FY18	$3,954	$4,651	$5,634	$7,321	$5,834	$5,643	$5,367	$5,321	$6,691	$5,922	$6,782	$6,906
FY19	$5,759	$5,585	$5,444	$6,878	$4,812	$4,470	$4,387	$5,547	$7,196	$5,109	$7,133	$5,780
FY20	$6,173	$6,091	$5,523	$6,023	$6,795	$4,717	$3,520					

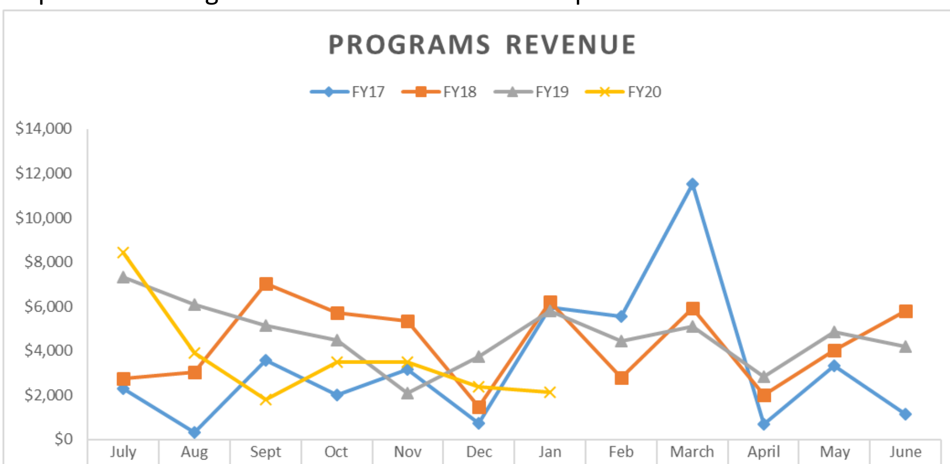


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY17	$5,433	$6,323	$5,084	$6,218	$5,385	$6,520	$3,573	$9,659	$6,299	$5,530	$4,692	$7,968
FY18	$6,162	$7,629	$5,955	$6,151	$14,68	$5,749	$9,736	$5,925	$8,155	$7,667	$7,077	$10,34
FY19	$10,27	$8,751	$6,111	$9,252	$7,011	$11,19	$6,495	$5,822	$11,86	$5,399	$6,175	$17,55
FY20	$26,96	$5,934	$8,521	$7,164	$6,298	$13,65	$4,765					



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY17	$940	$945	$1,375	$1,050	$1,060	$595	$520	$605	$895	$1,266	$1,502	$1,344
FY18	$661	$801	$542	$1,434	$987	$1,189	$1,258	$1,100	$834	$1,062	$672	$1,357
FY19	$1,130	$1,040	$10,47	$1,743	$15,77	$1,252	$2,558	$10,54	$1,392	$2,040	$907	$1,017
FY20	$576	$1,306	$1,210	$1,562	$916	$18,06	$999					

Variation in Rental Fees are a reflection of the FY19 change to school district fees being recorded as part of facility rental contracts instead of as part of the single contract fee for membership and rental services combined.



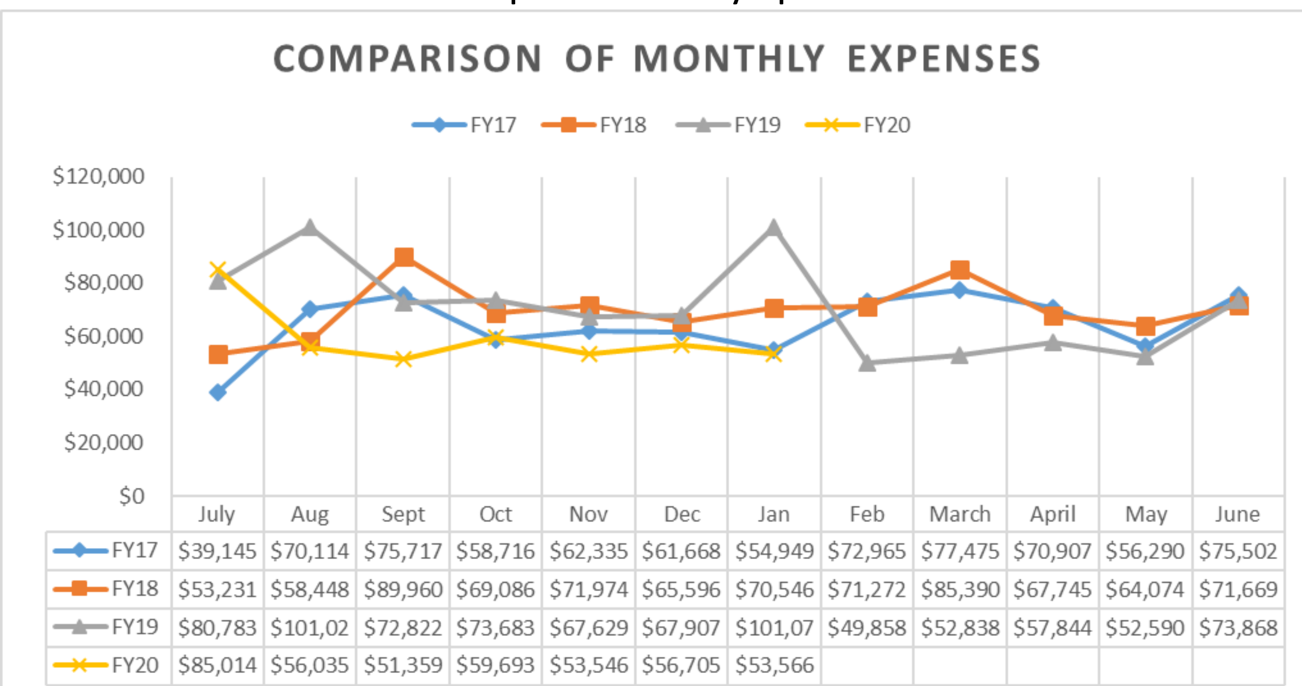
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY17	$2,300	$305	$3,580	$2,022	$3,165	$747	$5,962	$5,555	$11,532	$710	$3,329	$1,143
FY18	$2,741	$3,046	$7,053	$5,730	$5,352	$1,469	$6,194	$2,801	$5,927	$2,009	$4,008	$5,780
FY19	$7,327	$6,101	$5,155	$4,462	$2,081	$3,742	$5,800	$4,427	$5,115	$2,813	$4,833	$4,178
FY20	$8,447	$3,891	$1,803	$3,485	$3,508	$2,384	$2,134					

Variations in Program Revenue reflect the registration periods that run across 6-8 week sessions as well as the variability of instructor schedules.

FY19 Expenses

	Expenses	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Total	Budgeted	% used	remaining
	Wages	$54,419	$35,425	$33,001	$33,777	$32,436	$28,616	$37,499						$255,174	$665,682	38.33%	$410,508
	Benefits	$12,492	$8,074	$7,356	$7,583	$6,921	$6,209	$8,699						$57,334	$146,058	39.25%	$88,724
520	Housing	$3,090	$3,090	$3,090	$3,090	$3,090	$3,090	$3,090						$21,630	$37,080	58.33%	$15,450
545	Travel/Training	$0	$0	$152	$0	$0	$0	$0	$0	$0	$0	$0	$0	$152	$3,000	5.07%	$2,848
561	Supplies	$11,321	$4,024	$6,258	$4,451	$5,256	$6,999	$2,284	$0	$0	$0	$0	$0	$40,594	$100,605	40.35%	$60,011
580	Boiler	$0	$55	$0	$62	$782	$0	$0	$0	$0	$0	$0	$0	$899	$6,000	14.99%	$5,101
661	Vehicle Maintenance/Repair	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$250	0.00%	$250
663	Janitorial Supplies/Services	$1,101	$407	$128	$7,053	$125	$347	$223	$0	$0	$0	$0	$0	$9,383	$20,400	46.00%	$11,017
668	Software Licenses	$1,172	$368	$319	$771	$521	$609	$868	$0	$0	$0	$0	$0	$4,629	$7,560	61.23%	$2,931
669	Other Purchased Services	$0	$1,250	$0	$0	$0	$8,835	$0	$0	$0	$0	$0	$0	$10,085	$25,160	40.08%	$15,075
683	Minor Equipment	$0	$2,332	$0	$470	$2,328	$346	$0	$0	$0	$0	$0	$0	$5,477	$21,000	26.08%	$15,523
684	Donations and Awards	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$500	0.00%	$500
724	Dues/Subscriptions	$179	$179	$179	$179	$179	$369	$179	$0	$0	$0	$0	$0	$1,443	$2,000	72.13%	$557
727	Advertising	$98	$9	$193	$11	$0	$420	$173	$0	$0	$0	$0	$0	$904	$8,000	11.30%	$7,096
733	Postage	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$200	0.00%	$200
736	Bank Charges	$1,015	$823	$684	$2,246	$1,500	$864	$551	$0	$0	$0	$0	$0	$7,683	$14,645	52.46%	$6,962
790	Allowance for Special Events	$80	$0	$0	$0	$407	$0	$0	$0	$0	$0	$0	$0	$487	$800	60.91%	$313
799	Miscellaneous	$45	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$45	$10,125	0.44%	$10,080
	TOTAL	**$85,014**	**$56,035**	**$51,359**	**$59,693**	**$53,546**	**$56,705**	**$53,566**	**$0**	**$0**	**$0**	**$0**	**$0**	**$415,918**	**$1,069,064**	38.90%	$653,146

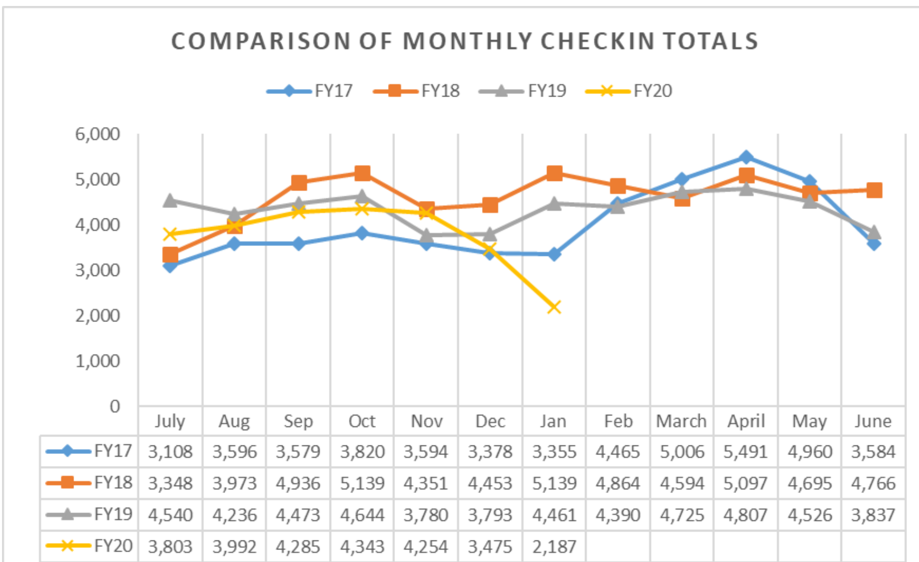
Comparison of Monthly Expenses



Facility Utilization

Facility Check-In: Facility Check-In numbers represent the total number of patrons who visited the facility and are based on a compilation of the number of members who checked-in, the number of daily passes sold and the number of participants in programs, activities, rentals and special events. These numbers represent facility visits, not individuals as most individuals visit the facility multiple times over the course of the month.

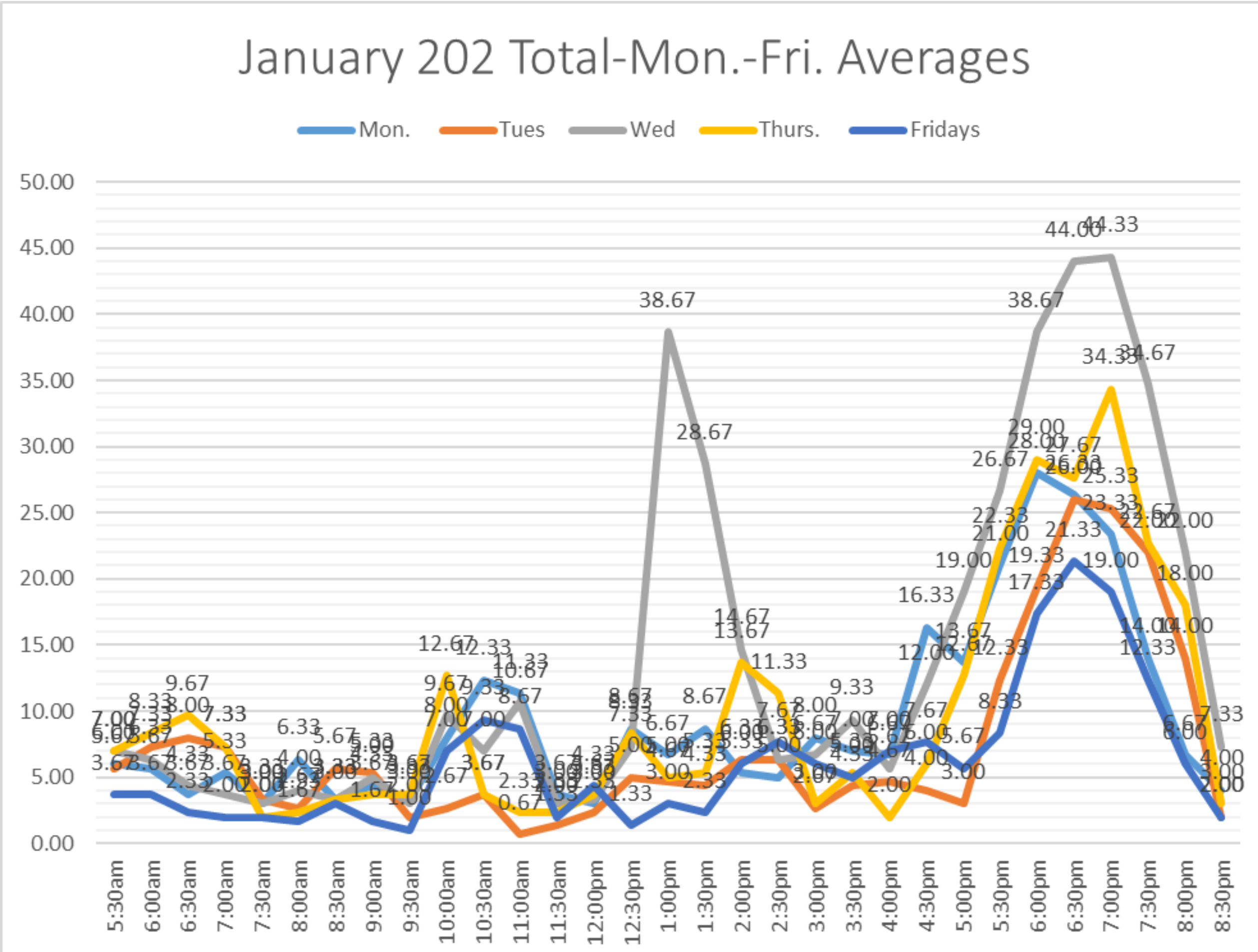
Facility Check-In	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Total
Member Checkins	1,623	1,432	1,687	1749	1,729	1,564	1,090						10,874
Daily Admissions	1,876	1,787	1,965	2021	1,974	1,678	891						12,192
Rentals	0	529	404	374	324	61	37						1,729
Fitness Programming	132	150	146	118	153	109	116						924
Aquatics Programming	32	47	83	54	65	52	53						386
Youth Programs	140	47		27	9	11	0						234
Monthly Totals	3,803	3,992	4,285	4,343	4,254	3,475	2,187	0	0	0	0	0	26,339



*December 2019 and January 2020 check-in numbers were impacted by the facility being closed from 12/27-1/12 (18 days) due to mechanical issues from extreme cold.

Area Usage: Count of the number of individuals in each area at the top and bottom of each hour. Showing trends and patterns of area usage, these numbers are not an accurate reporting of the overall number of patrons using the facility as patrons who remain in any area for more than 30 minutes are counted more than once. The below charts show average number of users for each area, by day of the week, per 30 minute period and are used from programming and operational hours planning.

In September 2019 we began collecting counts for patrons in the Concessions/Lobby area (Cantina) and on the deck/bleachers in the pool area.


January 202 Total-Mon.-Fri. Averages
Mon.
Tues
Wed
Thurs.
Fridays
50.00
45.00
40.00
35.00
30.00
25.00
20.00
15.00
10.00
5.00
0.00
5:30am
6:00am
6:30am
7:00am
7:30am
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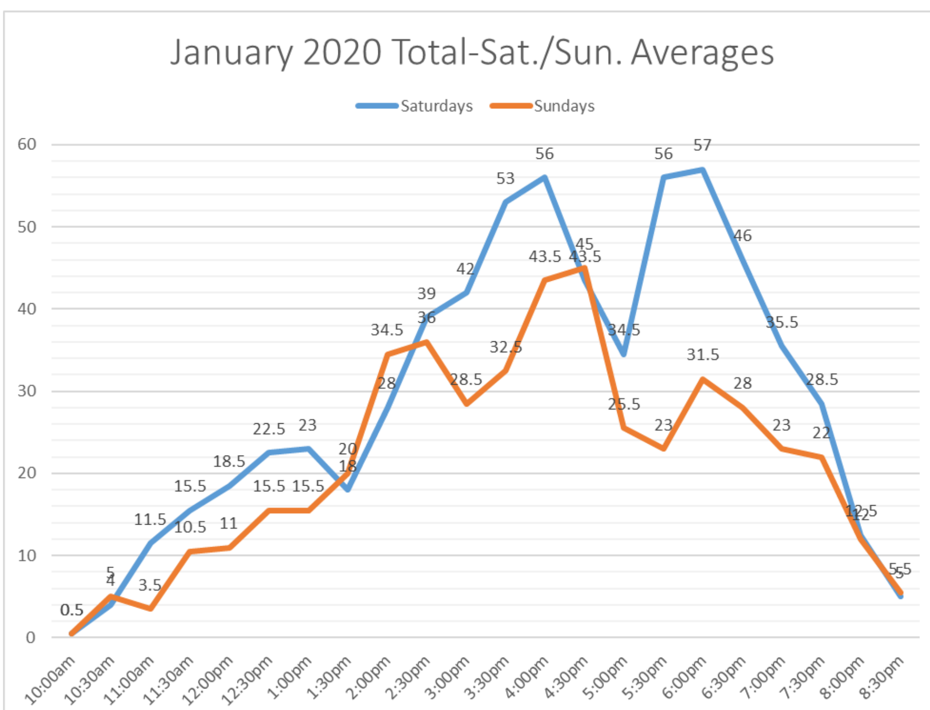
January 2020 Total-Sat./Sun. Averages
Saturdays
Sundays
60
50
40
30
20
10
0
10:00am
10:30am
11:00am
11:30am
12:00pm
12:30pm
1:00pm
1:30pm
2:00pm
2:30pm
3:00pm
3:30pm
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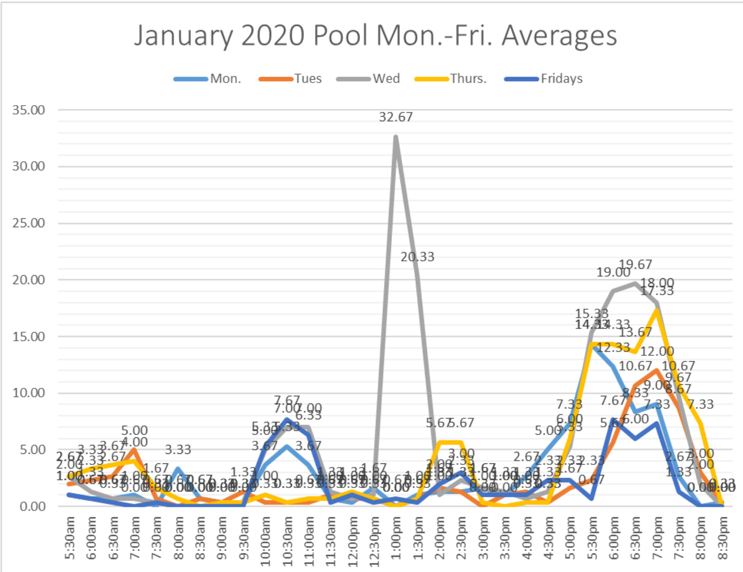
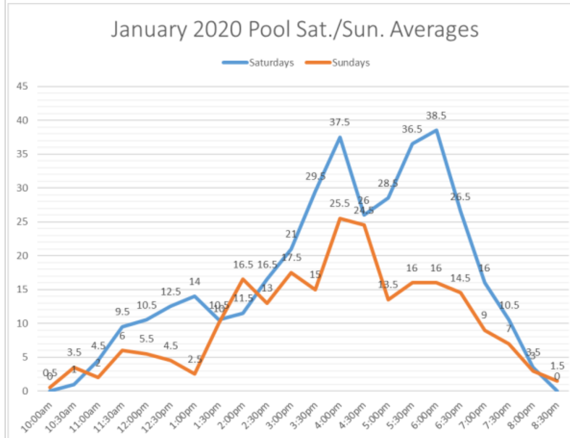
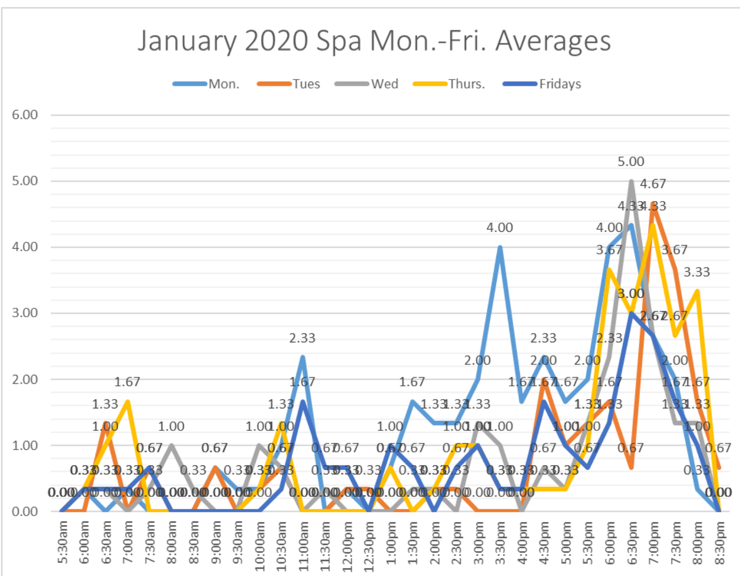
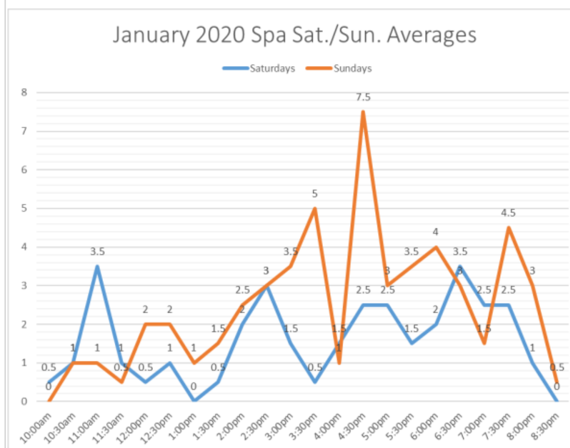
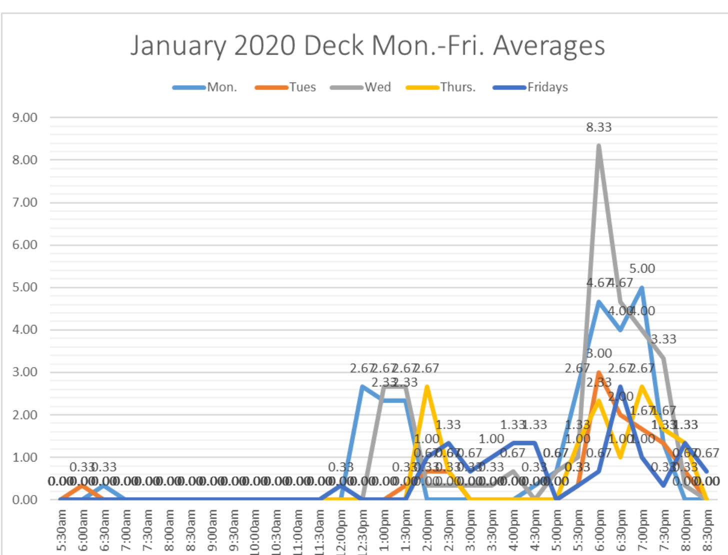
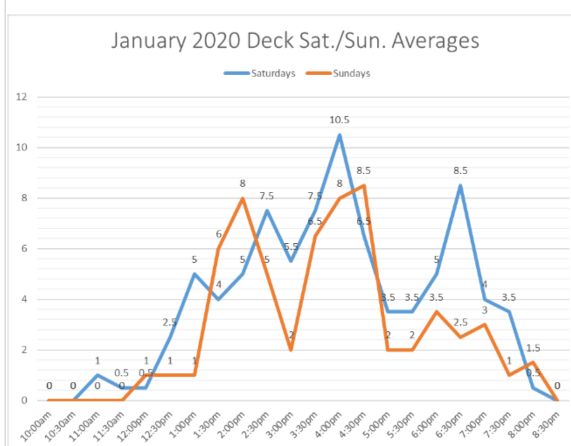

January 2020 Pool Mon.-Fri. Averages
Mon. Tues Wed Thurs. Fridays

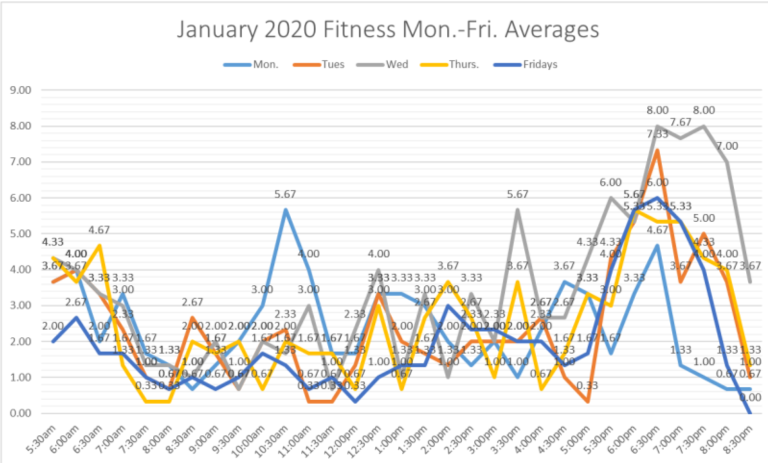

January 2020 Pool Sat./Sun. Averages
Saturdays Sundays

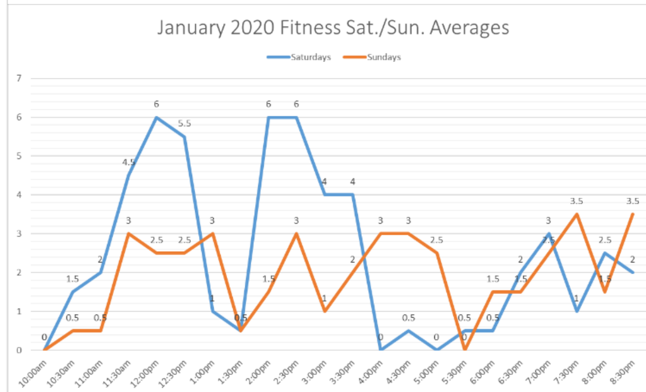

January 2020 Spa Mon.-Fri. Averages
Mon. Tues Wed Thurs. Fridays

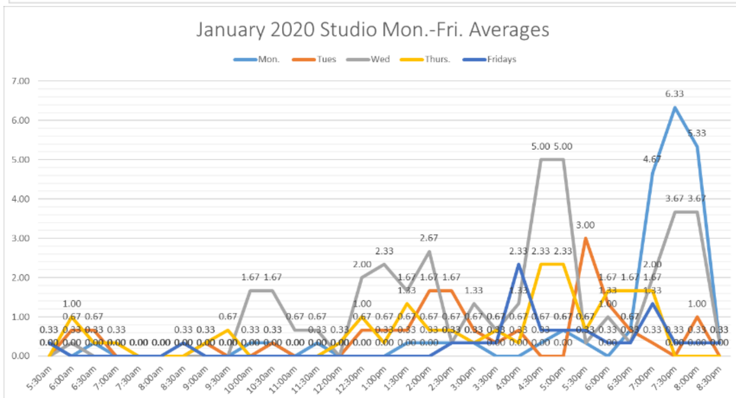

January 2020 Spa Sat./Sun. Averages
Saturdays Sundays

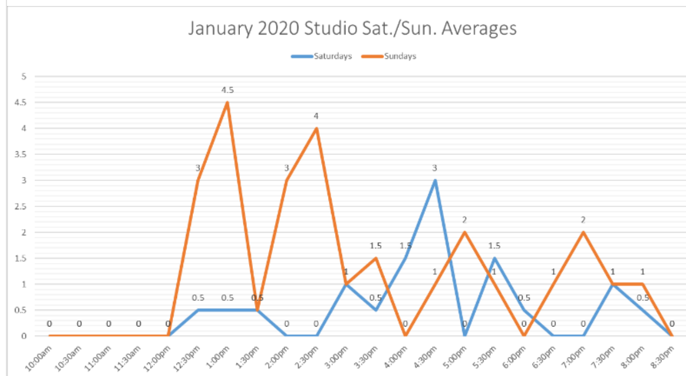

January 2020 Deck Mon.-Fri. Averages
Mon. Tues Wed Thurs. Fridays

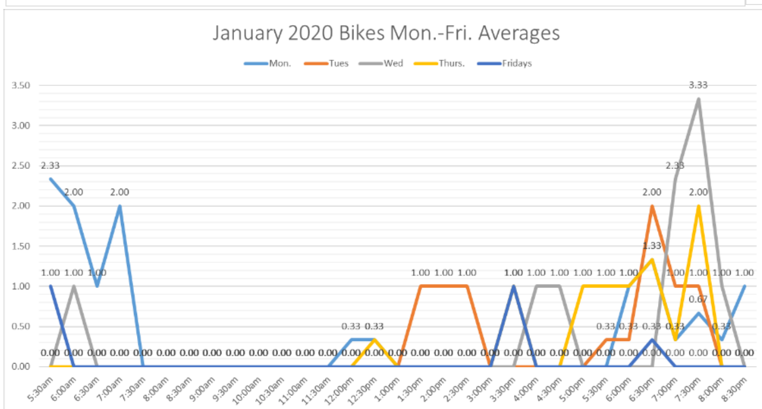

January 2020 Deck Sat./Sun. Averages
Saturdays Sundays

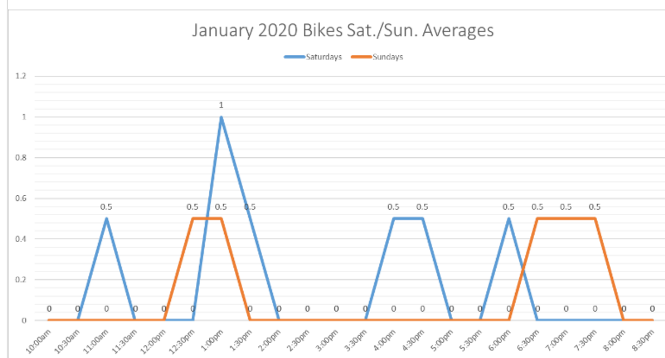

January 2020 Fitness Mon.-Fri. Averages
Mon. Tues Wed Thurs. Fridays

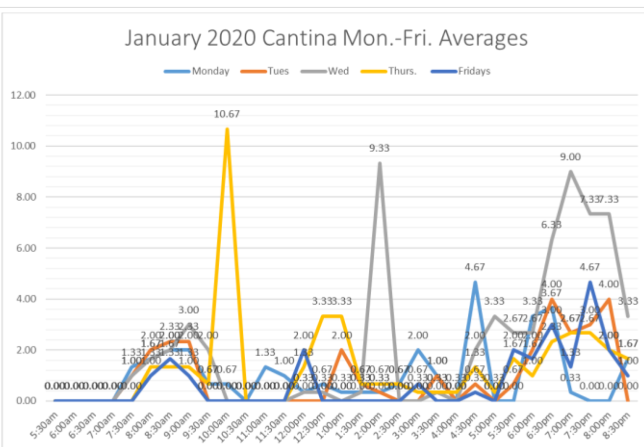

January 2020 Fitness Sat./Sun. Averages
Saturdays Sundays

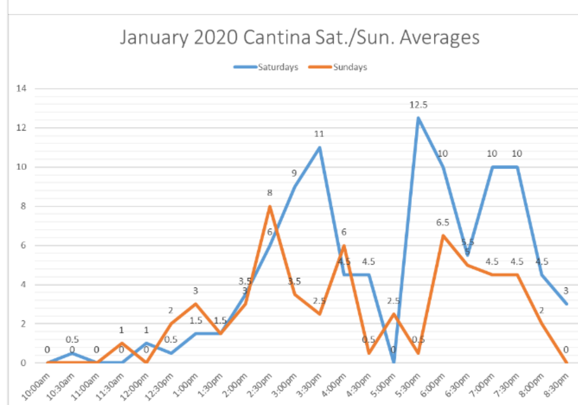

January 2020 Studio Mon.-Fri. Averages
Mon. Tues Wed Thurs. Fridays


January 2020 Studio Sat./Sun. Averages
Saturdays Sundays


January 2020 Bikes Mon.-Fri. Averages
Mon. Tues Wed Thurs. Fridays


January 2020 Bikes Sat./Sun. Averages
Saturdays Sundays


January 2020 Cantina Mon.-Fri. Averages
Monday Tues Wed Thurs. Fridays


January 2020 Cantina Sat./Sun. Averages
Saturdays Sundays

City of Bethel, Alaska

City Clerk's Office

Council Regular Meetings
February 27, Joint Task Force Meeting
March 10, Regular City Council Meeting
March 24, Regular City Council Meeting

Passports
As of February 19, three passports processed.

Burial Permits
As of February 19, three burial permits issued.

Documents

- Ordinance 20-01: Repealing Chapter 2.45 Administrative Adjudication
- Ordinance 20-02: Amending 13.08.360 Appeals of the Public Works Director
- Ordinance 20-03: Repealing 2.32 Housing and Urban Development
- Ordinance 20-04: Repealing Chapter 2.36 Civil Defense
- Ordinance 20-05: Repealing Chapter 5.60 Pawnbrokers
- Ordinance 20-06: Remote Sellers Sales Tax Code and Amendment to Chapter 4.16
- Resolution 20.03 City Council Travel Policy (policy drafted in 2019, amended the 2019 draft at the request of the Council Member).
- AM 20-05: Adding items to the consent agenda.
- AM 20-06 Appointment of Committee- Commission

Misc.

- Working with ONC to set up Joint Task Force Meeting material.
- Cemetery, annual records archiving.
- Communicating with GovHR on the Manager/Attorney negotiated agreement.
- Reviewing the attendance records for Committees and Commissions. According to the code, the committee and commission members are required to attend at least 65% of the meetings which is 8 if there are 12 meetings. After looking through the attendance records there are nine members that have not met the required attendance numbers. The office is working on options for the Council to consider to help reduce the impacts of this issue.

cityclerk@cityofbethel.net
907-543-1384

CITY OF BETHEL

CITY ATTORNEY NEGOTIATED AGREEMENT

This Employment Agreement (Agreement) entered into this 25th day of February 2020, by and between the City of Bethel, Alaska, a municipal corporation, hereinafter referred to as "City" and Elizabeth M. Bakalar, an individual, hereinafter referred to as "Employee or City Attorney." Under this Agreement, the City offers, and Employee accepts, employment as City Attorney of the City.

Section 1 Duties

A. City hereby agrees to employ Elizabeth M. Bakalar as City Attorney of the City, effective March 16, 2020, to perform the functions, powers, and duties specified in AS 29.20.370 and the Bethel Municipal Code, as well as other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. Employee shall faithfully perform the duties of City Attorney outlined in Title 29 of the Alaska Statutes, the Bethel Municipal Code, and other legally permissible and proper duties and functions that the Council shall from time to time assign. Furthermore, the Employee must be a member, and maintain membership, in good standing with the Alaska Bar.

Section 2 Term

A. Employee shall serve at the pleasure of the City Council and is an at-will employee of the City. Accordingly, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of the Employee at any time, with or without cause, consistent with the laws of the State of Alaska and the City of Bethel, and the provisions set forth in Section 8 of this Agreement. The City shall comply with the City's insurance policy endorsement regarding any termination.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the position of City Attorney, subject only to those provisions set forth in Section 8 of this Agreement, and consistent with the laws of the State of Alaska and the City of Bethel.

Section 3 Salary and Benefits

A. Compensation. City agrees to compensate Employee an annual base salary of $137,000 payable in installments at the same time that the other management employees of the City are paid. Employee's base salary shall be increased annually between zero (0) and three (3) percent dependent on the City's financial situation and at the discretion of the Council and as warranted by Employee's performance evaluation.

B. Health and Medical Benefits Insurance. Employee shall be allowed to participate in the City employee's Life Insurance group coverage plan, Accidental Death & Dismemberment, Short Term, Long Term Disability, Dental, Vision and Health Insurance program equal to that which is provided to all other management employees.

C. Pension. The Employee will be enrolled in the Alaska Public Employees Retirement System (PERS) at a rate equal to that which is provided for all other employees of the City.

D. Personal Time Off (PTO). Upon Employment, the Employee will begin with 80 hours of PTO with the City. PTO shall accrue at the rate of twenty (20) hours per month of service. PTO can be accumulated up to a maximum accrual of three hundred fifty (350) hours. Employee shall use a minimum of One Hundred Sixty (160) hours per year. PTO should be requested two (2) weeks in advance. The City does not recognize or endorse "comp time." Unscheduled PTO shall be utilized only for the illness of the Employee or illness in the Employee's immediate family. Should the Employee be absent for more than three (3) consecutive working days, the Employee shall be required to provide a physician's certificate to the Mayor. PTO is a benefit with no cash value. PTO may not be cashed-in, borrowed against, or withdrawn at any time during or following employment.

E. Jury Duty. If Employee is called for jury duty or subpoenaed as a witness in court, leave shall be governed by BMC 3.60.070 (Court leave), as amended.

F. Holidays. All holidays recognized by the Employer shall be granted to the Employee. It is understood that from time to time, Employee's duties may require her to work on such holidays at no additional compensation.

G. Family Medical Leave. Employee may become eligible for family medical leave pursuant to federal and state law. Upon eligibility, Employee shall have all the rights and protections of the Family Medical Leave Act as any other regular full-time employee of the City.

H. Workers' Compensation. If the Employee is injured on the job, she will be entitled to compensation benefits as provided by the Alaska Workers' Compensation Act.

I. Administrative Leave. The Employee may be granted administrative leave with pay by a majority vote of the Council for reasons specified, including attendance at professional conferences.

J. Emergency Leave. The City agrees to grant the Employee up to forty (40) hours of leave for the death or serious illness of an immediate family member. For the purposes of this type of leave, Employee's immediate family member includes the spouse of Employee, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, or grandchildren.

K. Military Leave. Employee shall be entitled to military leave in accordance with State law, including but not limited to AS 39.20.340, and Federal law, including but not limited to USERRA.

L. Cell Phone. The City will provide Employee with a cell phone for use in the performance of her official duties. While some personal calls may occur, the cell phone is issued for City purposes and any information gathered or stored on the cell phone is subject to public disclosure. The Employee is responsible for any charges in excess of the basic monthly service fee.

Section 4 Hours, and Day of Work

The Employee's position requires the exercise of independent judgment on the part of the Employee and requires periods of extended work to exceed the normal workday and work week established by the Employer. The Employee will be available during regular business hours Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. However, Employee will be expected to work whatever hours are needed based upon the demands of the job, to include participation in City Council meetings and, upon request, Board and Commission meetings. Employee is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, and is expected to engage in those hours of work that are necessary to fulfill the obligations of the Employee. Any time worked in excess of the normal hours in a day or week is not compensated or credited in any manner by the Employer.

Employee is required to account for all time worked in accordance with the City's current timekeeping policies and standards.

Section 5 Telework Requirements

A. The Employer agrees to employ Employee under an ongoing telework arrangement at the request of the Employee, and due to the Employee's convenience unrelated to personal health.

B. In association with this ongoing telework arrangement, the Employee is responsible for maintaining a safe work environment and shall provide the Employer with an annual work location safety survey and photos and/or video of the workspace.

C. Employee shall adhere to the City's IT policies and work with the IT Department to ensure secure remote operations and technological compatibility. It is the Employee's responsibility to protect and manage the records and information stored by Employee.

D. Employee agrees to travel to Bethel from time to time at the request of the City Manager, City Clerk, or City Council as necessary to fulfill Employee's duties under this Agreement and based on the needs of the City. Employer agrees to apply the same travel policies and reimbursements to this travel applicable to any other employee of the City traveling on official City business.

<u>Section 6 Performance Evaluation</u>
Employee shall be evaluated, in writing, by the Council within six (6) months of commencing employment and then annually thereafter on or about the anniversary date of hire.

<u>Section 7 Outside Employment</u>
Except as otherwise provided in this section, outside employment and business pursuits are prohibited unless first authorized by the Council. Any outside employment or business pursuits other than those authorized by the Council must occur while Employee is on leave and/or outside the regular business hours of the City. Notwithstanding the foregoing or any authorization by Council, the Employee is required to perform the duties of the Employee when the interests of the City require, without regard to regular work hours or days or the competing needs of the Employee's outside employment or business permits. Consistent with this section, Employee is expressly permitted to retain and complete the limited outside legal employment for she was retained prior to the date of this Agreement. Such work shall not interfere with Employee’s duties under this Agreement, nor will it create any conflict of interest under either the BMC or the Alaska Bar Rules of Professional Conduct. Any other form of outside employment must be approved by the City Council, consistent with BMC 2.05.070.

<u>Section 8 Termination and Severance</u>

A. <u>Termination for Cause</u>. If the Employee is terminated for cause, the Council shall include a statement of cause in a notification of termination of Employee.

B. <u>Voluntary Resignation.</u> If the Employee voluntarily resigns her position with the City, the Employee shall give the City thirty (30) days advance written notice.

<u>Section 9 Notices</u>
Notices shall be either hand delivered or sent by mail to the following:

EMPLOYER – CITY OF BETHEL
Attn: Mayor
P.O. Box 1388
Bethel, AK 99559

EMPLOYEE – Elizabeth M. Bakalar
211 Fourth Street, Suite 108
Juneau, AK 99801

<u>Section 10 General Provisions</u>

A. The text herein shall constitute the entire agreement between both parties.

B. Any modification or amendment shall be enforceable only if approved by a majority vote of the Council in a duly convened public session and if transcribed to a written document signed by both parties.

C. Employee shall not assign or transfer any interest in this Agreement without the prior written consent of City.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection herein.

F. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions, but are for identification purposes only.

G. The Council, in consultation with Employee, shall fix any other such terms and conditions of employment as it may deem necessary from time to time relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code or any other applicable state or federal law.

H. This Agreement shall be governed by the laws of the State of Alaska and the City of Bethel. Venue for any litigation shall lie in Bethel, Alaska. Employee expressly waives any rights she might otherwise have as provided in Alaska Rules of Civil Procedure to remove any action from Bethel, Alaska.

Section 11 Indemnification

In accordance with Bethel Municipal Code 2.48, as amended.

EMPLOYEE	CITY OF BETHEL
______________________________	______________________________
Elizabeth M. Bakalar, Employee	Perry Barr, Mayor
______________________________	______________________________
Dated	Date