



Mayor Edna B. DeVries
 Deputy Mayor Linda Combs
 Council Member Julie Berberich
 Council Member Richard W. Best
 Council Member Steve Carrington
 Council Member Sabrena Combs
 Council Member Jill Valerius

City Attorney Michael Gatti
 City Clerk Norma I. Alley, MMC
 City Manager Nathan Wallace

City of Palmer, Alaska
City Council Meeting
March 24, 2020, at 7:00 PM
 City Council Chambers
 231 W. Evergreen Avenue, Palmer
www.palmerak.org

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

- 1. Approval of Consent Agenda
 - a. **Action Memorandum No. 20-023:** Authorizing the City Manager to Negotiate and Execute Professional Services Agreement with Agnew::Beck Consulting, LLC in an Amount Not to Exceed \$129,305.00 for a Community and Economic Analysis for the Preparation of an Annexation Study Page 3
- 2. Approval of Minutes of Previous Meetings
 - a. March 10, 2020, Joint Meeting..... Page 43

E. REPORTS

- 1. City Manager’s Report
- 2. City Clerk’s Report
- 3. Mayor’s Report Page 47
- 4. City Attorney’s Report

F. AUDIENCE PARTICIPATION

G. PUBLIC HEARING

- 1. **Ordinance No. 20-002:** Amending Palmer Municipal Code Chapter 3.16 Sales Tax and Adopting Remote Seller Sales Tax Code, By Reference, to Create Uniform Provisions for Collection and Remittance of Sales Tax..... Page 49
- 2. **Resolution No. 20-010:** Submitting the Question of Amending Charter Section 3.2: Terms of Office, to Limit Mayor and Councilmember Terms, to the City’s Qualified Voters at the October 6, 2020, City of Palmer Election..... Page 105

H. NEW BUSINESS

- 1. **Action Memorandum No. 20-024:** Directing the City Manager to Notify the State of Alaska of the City Council’s Statement of Non-Objection to Liquor License No. 4366 for Fred Meyer, Located at 535 E.Palmer Wasilla Highway Page 109
- 2. **Action Memorandum No. 20-025:** Approving a Council Community Grant in the Amount of \$475.00 to the Organizers of the Drive Your Tractor to Work Page 113
- 3. Committee of the Whole for Discussion Regarding COVID-19 (note: action may be taken following the committee of the whole)
- 4. Committee of the Whole for Discussion Regarding City Manager Recruitment (note: action may be taken following the committee of the whole)

I. RECORD OF ITEMS PLACED ON THE TABLE

J. AUDIENCE PARTICIPATION

K. COUNCIL COMMENTS

L. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Mar 31	Special	6 pm	City Manager Recruitment
Apr 7	Special	6 pm	City Manager Recruitment
Apr 14	Regular	7 pm	
Apr 21	Joint	7 pm	PZC
Apr 28	Regular	7 pm	
May 12	Regular	7 pm	Palmer High School Graduation
May 26	Regular	7 pm	
Jun 9	Regular	7 pm	
Jun 23	Regular	7 pm	

Attachment(s):

- Agnew::Beck Consulting, LLC. Professional Service Agreement Proposal

Summary Statement/Background:

In the 2020 budget the City Council appropriated \$125,000.00 for annexation consulting services for a community and economic analysis for the preparation of a future annexation petition. On February 7, 2020 a Request for Proposals was issued for qualified firms that would provide the City with community and economic analysis for a future annexation petition. Agnew::Beck was the only proposer to respond. Agnew Beck's proposal met all the criteria established in the Request for Proposals. While Agnew::Beck Consulting, LLC. was the only proposer it should be noted that the qualification and experience of the proposed team bring considerable expertise in the community analysis for the preparation of an annexation Petition.

The proposed team consists of individuals that were involved in developing the 2010 Palmer Annexation Strategies Report and conducted the financial analysis for a 2006 annexation petition.

The proposal is for a sum not to exceed \$129,305.00. This proposal includes the establishment of an Annexation Stakeholder group that will provide critical feedback on strategic options for annexation and assist in the development of annexation objectives, study area(s), and assumptions related to how to model costs and revenues in the economic model. Further, the community analysis will follow the State of Alaska requirements for meeting and submission of an annexation petition to the Local Boundary Commission.

Administration's Recommendation:

To approve Action Memorandum No. 20-023.

ORIGINAL



Community & Economic Analysis for Preparation of an Annexation Petition

Proposal for professional services submitted to:
Director of Community Development
City of Palmer
231 W. Evergreen Avenue
Palmer, Alaska 99645

Engage
Plan
Implement



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March 4, 2020

Brad Hanson
Director of Community Development
City of Palmer
231 W. Evergreen Avenue
Palmer, Alaska 99645

Mr. Hanson:

We are pleased to respond to the RFP for a Community & Economic Analysis for Preparation of an Annexation Petition issued by the City of Palmer on February 7, 2020. Our proposed team brings a wealth of experience addressing the challenges and opportunities of municipal development. Agnew::Beck Principals Shanna Zuspan, AICP and Tanya Iden, AICP are skilled planners and facilitators who have worked with a number of municipal clients to further their goals through informative analytical studies and effective public processes. Subconsultants Jonathan King of Halcyon Consulting and Gary Greenberg of the Alaska Map Company are leaders in their respective fields and have successfully worked with Agnew::Beck on previous projects, including an Analysis of the Fiscal Effects of Annexation for the City of Soldotna. Agnew::Beck Project Manager Heather Stewart, AICP and Jonathan King also bring their previous experience assisting the City of Palmer with the 2009 Annexation Study.

Agnew::Beck Consulting qualifies for the Alaska Bidder preference and holds Alaska Business License number 1049371. Agnew::Beck is also a women-owned business and a certified Disadvantaged Business Enterprise (DBE). Our Vendor Tax ID Number is 54-2076437. By submitting this proposal, we affirm that Agnew::Beck will comply with all provisions and terms in this request for proposals. We do not anticipate any conflicts of interest with this project. This proposal is open and valid for sixty (60) days from the proposal receipt deadline.

We are excited to work with the City of Palmer to lay the foundation for a successful annexation process and look forward to hearing from you.

Sincerely,

Shanna Zuspan, Principal::Owner

Agnew::Beck Consulting | 441 West Fifth Avenue, Suite 202 | Anchorage, AK 99501
shanna@agnewbeck.com | 907.222.5424 | www.agnewbeck.com

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I. Qualifications and Experience of Staff

Team Overview

Agnew::Beck Consulting



AGNEW
::BECK

Agnew::Beck Consulting is an award-winning, multidisciplinary consulting firm based in Anchorage, Alaska and Boise, Idaho. We are skilled in analysis, policy development, planning, public engagement, and project implementation. Since 2002, we have helped clients strategically respond to challenges and opportunities to achieve their goals. Our team is committed to effective and efficient project management. We work to build healthy communities locally, regionally and statewide.

Our firm's areas of specialty include:

- Public Engagement + Facilitation
- Design + Communications
- Data Analysis, Research + Writing
- Land Use + Community-Based Planning
- Economic Development
- Public Policy Analysis + Development

By combining creativity and vision with practical implementation, Agnew::Beck helps clients accomplish short-term objectives and set out a clear path for long-term success. We are committed, passionate, and practical partners, working together to identify and tackle a project's most important issues with smart, effective solutions, and with community stakeholders at the center of the process.

"Engage, Plan, Implement" is our approach to helping people, places and organizations get beyond ideas and make things happen.

Agnew::Beck Staff

The Agnew::Beck team will be led by Principal-in-Charge Shanna Zuspan, AICP. Shanna is a certified planner with 20 years of experience in community planning, land use economics and public finance for both the public and private sector. Born and raised in Alaska, Shanna spent 10 years in California and served as the Public Finance Manager for a small central valley community. Shanna is experienced with fiscal impact analysis, public communication and participation related to economic and fiscal issues and has worked on fiscal topics in Alaska. As part of a team led by Jonathan King, Shanna assisted with the planning elements of the 2015 City of Soldotna Annexation Alternatives Analysis.

Project Manager Heather Stewart, AICP will provide general project and team coordination and management. Heather is a certified planner who has worked in the planning field since 2001 and in Alaska since 2006, including the 2009-2010 City of Palmer Annexation Study.

Tanya Iden, AICP will serve as Principal Advisor for Public Participation on the public process elements of the scope of work. Tanya has extensive experience designing public outreach strategies for complex projects, such as the Chugiak-Eagle River Site-Specific Land Use Study, which involved intensive public controversy

about a Municipal land development proposal. Tanya also led the Agnew::Beck team on the Soldotna Downtown Improvement Plan to lay the foundation for a strong downtown identity for the City. More recently, Tanya has managed the Agnew::Beck consultant team assisting the Municipality of Anchorage with its Vision Zero project, which takes a public health approach to promote traffic, pedestrian and bicycle safety throughout the municipality.

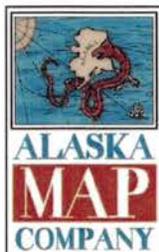
Economic and policy analysis will be provided by Agnew::Beck policy and data analysts Anna Brawley, AICP and Michelle Humphrey. Resumes of all key staff, including bios, are included among the attachments.

Halcyon Consulting, Inc.



Jonathan King is a resource economist with extensive experience in municipal annexation, formation, and fiscal effects modeling. Mr. King has worked on, or lead, many of the annexation and formation analyses conducted in Alaska in the last 15 years. His prior and current relevant work includes the 2006 City of Palmer Annexation Analysis, the 2007/2008 Eagle River/Chugiak Detachment Study, the current Eagle River/Chugiak Detachment Study, the 2015 City of Soldotna Annexation Alternatives Analysis, and an review of the proposed Prince William Sound Borough analysis completed last year. Mr. King has advised multiple borough and municipalities on revenue generation options including assisting the Northwest Arctic Borough in their last two negotiations with Teck Resources. Mr. King holds a Master of Science from the University of Rhode Island's Department of Environmental and Natural Resource Economics, a Certificate in Change Leadership from Cornell University, and a Bachelor of Arts from St. Lawrence University. Mr. King is also an International Coaching Federation credentialed leadership and organizational coach.

Alaska Map Company



Alaska Map Company, LLC is a Kenai, Alaska-based GIS services firm operating under State of Alaska business license number 739218. Gary Greenberg, Principal and Senior GIS Analyst, founded Alaska Map Company in 2003. He is a URISA certified GIS Professional (GISP) and has been working in the field of GIS since 1996. He has more than 19 ESRI (Environmental Systems Research Institute) software certificates including a certification as an ArcGIS Desktop Associate and additionally has a Certificate in GIS and Cartography from the University of Buffalo. Much of his career has been dedicated to supporting rural and remote Alaskan municipal and borough governments through term GIS contracts, some spanning more than a decade. He has worked on a spectrum of GIS projects covering all stages of the data development and mapping processes, including field data collection, project management and ArcGIS Online implementation. He is based in Kenai, Alaska, where he is active on to the City of Kenai Planning Commission.

2. Past Performance

Selected Representative Projects

Agnew::Beck Consulting

Palmer Annexation Strategy

City of Palmer | 2009-2010 | In 2006, the City of Palmer initiated a phased effort to annex surrounding territory, including analyzing the fiscal impacts of annexation. The City's efforts to annex surrounding territory met with much public and ultimately the proposals were dropped. Despite this experience, there continue to be some strong reasons to consider annexation, including the more efficient provision of services, the option to add new sources of revenue to pay for public services used by all Palmer residents, and the ability to guide the character of future development. The City of Palmer hired a consultant team led by Agnew::Beck Consulting with Northern Economics Inc. (Jonathan King) and Kevin Waring Associates. The Agnew::Beck team worked with area landowners, businesses and residents to investigate and better understand annexation options. The process included looking at the issues associated with past proposed annexations and the costs and benefits of possible future expansion, with the goal of setting up a fair, clear approach to annexation that works well for all involved. The project produced a detailed, widely shared evaluation of the costs and benefits of annexation, and a listing of actions that the City should take prior to imitating any specific annexation action. Specific community concerns were identified, along with tangible actions the City could take to address them before initiating further annexation petitions. The process highlighted the benefits of an approach planning and decision-making that is open and inclusive, that demonstrates that the City is sincere about listening and then responding to community concerns.

- **Reference:** Sandra Garley, former Director of Community Development for the City of Palmer.
- **Performance:** This project required a budget amendment of \$12,380 (beyond the original \$73,960 budget) to extend the scope of public involvement, including additional small group meetings, City Council work sessions, and associated revisions to the report.

Analysis of the Fiscal Effects of Annexation

City of Soldotna | 2015 to 2016 | In recent years, more growth has occurred outside of the City of Soldotna's boundary. Yet, the City provides services that benefit those living near the City but outside of the boundary. Soldotna's Comprehensive Plan calls for studying annexation. Along those lines, the City hired Northern Economics, Incorporated and Agnew::Beck Consulting, along with the Alaska Map Company, to evaluate the economic and fiscal impacts to the City from annexation. Agnew::Beck helped develop the criteria for identifying potential annexation areas, assisted in the development of the fiscal model, and helped evaluate the results and develop a final report, *Analysis of the Fiscal Effects of the Annexation for the City of Soldotna*. Our team for this proposed project includes all the key team members from this effort.

- **Reference:** Stephanie Queen, City Manager at the City of Soldotna | 907-714-1240 x1240 | squeen@soldotna.org
- **Reference:** John Czarnecki, Director of Economic Development and Planning at the City of Soldotna | 907-714-1246 x1246 | jczarnecki@soldotna.org
- **Performance:** This project was completed within the planned timeframe and budget.

Chugiak Eagle River Site Specific Land Use Study and Plan

Heritage Land Bank | 2008-2010 and 2015-2017 | The Heritage Land Bank (Municipality of Anchorage) hired Agnew::Beck to prepare a site-specific land use plan for four parcels in North Eagle River. The 2010 Chugiak-Eagle River Land Use Study recommends future uses and management of the HLB parcels. A::B conducted an in-depth community involvement program to build support for the plan and to sort out several controversial issues, notably the location of a new road connection through a well-established neighborhood. The HLB hosted and A::B facilitated four community workshops to present information, review conceptual plans, and discuss the plan's policy recommendations. The plan was approved by the Assembly in 2010.

HLB again contracted with Agnew::Beck to update the plan and develop alternative development scenarios for sub-districts of the Carol Creek parcel in North Eagle River, to accommodate for AWWU interest in obtaining a portion of the parcel for a water reservoir. Agnew::Beck coordinated public engagement efforts with AWWU project staff and presented to nearby community councils to discuss plan recommendations and the residential development proposed for the parcel. The updated plan was approved by the Anchorage Assembly on March 20, 2018.

- **Reference:** Robin Ward, Heritage Land Bank Director and Chief Housing Officer, Municipality of Anchorage | 907-343-7536 | robin.ward@anchorageak.gov
- **Performance:** This project was largely completed within the planned timeframe and budget. Because of the degree of public controversy, the project budget sustained Agnew::Beck's services through the milestone of securing approval by the Heritage Land Bank Advisory Commission. The Municipality of Anchorage took over as the voice of the plan and championed the updated plan through to adoption by the Anchorage Assembly the following year.

Halcyon Consulting, Inc.

Prince William Sound Borough Formation Review

Tatitlek Corporation and Chenega Corporation | 2019 | Halcyon Consulting, Inc. reviewed and analyzed the *Prince William Sound Borough Formation* report written by Information Insights for the Girdwood Governance Association. This work included verifying the fiscal effects modeling prepared for the study, providing additional insights into community level economic effects, and advising the clients on the strengths and limitations of the analysis as conducted.

- **Reference:** Matt Mead, Partner at Landye Bennet Blumstein LLP | 907-276-5152 | mattm@lbbllawyers.com
- **Performance:** This project was completed within the planned timeframe and budget.

Soldotna Annexation Alternatives Analysis (As Northern Economics, Inc).

City of Soldotna | 2016 | While serving as Vice-President and Partner at Northern Economics, Inc., Jonathan King lead their successful effort in association with Agnew::Beck and the Alaska Map Company to analyze annexation alternatives for the City of Soldotna. This work assisted the city with its planning by providing an analysis of the fiscal effects of annexing selected areas adjacent to the current city boundaries. The study included working with the city to identify potential annexation areas, comparing those areas against Local Boundary Commission standards, analyzing the fiscal effects of annexation by potential annexation area, and communicating the results of the project to the City and its citizens.

- **Reference:** Stephanie Queen, City Manager at the City of Soldotna | 907-714-1240 x1240 | squeen@soldotna.org
- **Reference:** John Czarnecki, Director of Economic Development and Planning at the City of Soldotna | 907-714-1246 x1246 | jczarnecki@soldotna.org
- **Performance:** This project was completed within the planned timeframe and budget.

Eagle River-Chugiak Detachment Study
(as Northern Economics, Inc. and Halcyon Consulting, Inc.)

Alaska Department of Commerce and Economic Development and The Eagle Exit Group | 2007 and 2020 | In 2007, Jonathan was the project manager leading Northern Economics, Inc.'s development of *The Fiscal Effects of Detaching the Eagle River Chugiak Area from the Municipality of Anchorage* analysis. Jonathan is currently working on an update of this analysis with Northern Economics, Inc. and the Alaska Map Company for the Eagle Exit Group. The purpose of these projects is to provide an accurate picture of costs and revenues associated with the formation of a new borough in the Eagle River Chugiak Area.

- **Reference:** All references for the 2007 study have left DCCED. For the 2019-2020 study please contact Michael Fisher, Principal Consultant at Northern Economics (NEI) | 907- 274-5600 | michael.fisher@norecon.com
- **Performance:** This project was completed within the planned timeframe and budget.

Alaska Map Company

Kenai Peninsula Borough Comprehensive Plan

Kenai Peninsula Borough | 2018 to 2020 | Gary worked with Agnew Beck to develop maps and GIS analysis for the Kenai Peninsula Borough Comprehensive Plan. This broad document covered all aspects of KPB operations and required maps for administrative boundaries, transportation infrastructure, mineral resources, wetlands, land use, soils, land ownership and schools to support each related section of the document. Data was gathered from various state, borough, federal and private sources. Maps and data were consolidated and delivered to the borough using current ESRI geodatabase and map documents with relative links for use by the borough in the future projects.

- **Reference:** Celina Robinson, GIS Analyst at the Kenai Peninsula Borough | 907-714-2200 | gisweb@kpb.us
- **Performance:** This project was completed within the planned budget. The contract period was extended an additional three months to allow sufficient time for the required public hearings for the adoption of the comprehensive plan following the directive of the Borough Assembly pertaining to their schedule.

Eagle River-Chugiak Detachment Study

Alaska Department of Commerce and Economic Development and The Eagle Exit Group | 2007 and 2020 | In 2007, Gary worked with Northern Economics to develop the report entitled "The Fiscal Effects of Detaching the Eagle River Chugiak Area from the Municipality of Anchorage". Gary is currently working on an update of this analysis with Northern Economics for the Eagle Exit Group. The purpose of these projects is to provide an accurate picture of costs and revenues associated with the formation of a new borough in the Eagle River Chugiak Area. GIS data from various sources including the US Census Bureau,

Municipality of Anchorage, and Infogroup has been and will be incorporated to generate summary reports and produce maps that provide economists with base data.

- **Reference:** Michael Fisher, Principal Consultant at Northern Economics (NEI) | 907- 274-5600 | michael.fisher@norecon.com
- **Performance:** This project was completed within the planned timeframe and budget.

Soldotna Annexation Study

City of Soldotna | 2016 | As described previously, the Alaska Map Company was part of the team led by Northern Economics and collaboration with Agnew::Beck to develop a fiscal analysis of annexation alternatives for the City of Soldotna. Critical to this analysis was an accurate and current housing and population count for each of the annexation area alternatives. These data were developed from U.S. Census Tiger files at the block level. Because some annexation areas split census blocks, Gary developed a process to allocate population within block areas based on Kenai Peninsula Borough GIS data for building assessments. Coupling Census summary files, TIGER line files and KPB assessments provided an accurate picture of sub-census block level demographic information necessary to allow economist analyze the annexation alternatives.

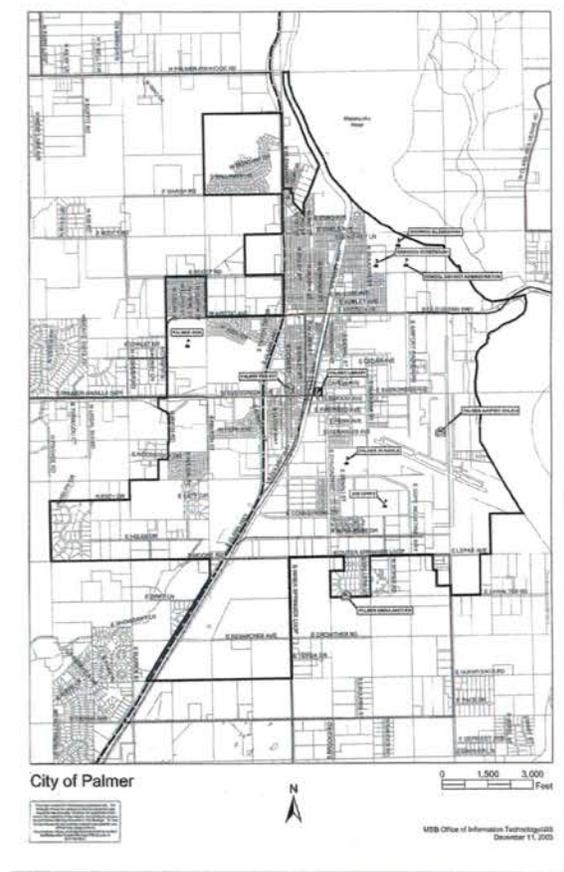
- **Reference:** John Czarnecki, Director of Economic Development and Planning at the City of Soldotna | 907-714-1246 x1246 | jczarnecki@soldotna.org
- **Performance:** This project was completed within the planned timeframe and budget.

3. Project Approach

Project Understanding

The City of Palmer seeks to engage a contractor to prepare a community and economic analysis to help determine whether it makes sense to pursue annexation, and if so, which areas should be included. Pending the outcome of this study, Palmer may decide to prepare and submit a petition to be submitted to the State of Alaska Local Boundary Commission for legislative annexation. The result of this effort will be a report of key economic findings and a summary of community perspectives and possible solutions for the City Council to make an informed decision about whether to proceed with an annexation petition.

Palmer is home to a commercial downtown, residential neighborhoods, the Alaska State Fair and several farms that continue to operate with market support from the local food renaissance, while there continues to be pressure for new housing and commercial development. Corridor improvements were recently completed along the Alaska State Fair Grounds, setting the stage for more economic growth.



Palmer sits within the Matanuska-Susitna (Mat-Su) Borough, the governmental entity that currently provides services to areas of potential annexation along Palmer’s city limits. The Mat-Su has experienced growth in residential and commercial development over the last decade. Within commuting distance of Anchorage and with jobs from local industry including a large regional medical facility, the region fared better than the rest of the state during recent recession years.¹ It experienced fewer job losses and continual population growth as people move to the Mat-Su Valley from elsewhere.² Housing prices in the Mat-Su have been lower than Anchorage (by 40 percent to 50 percent in 2019), attracting families willing to commute and those who wish to enjoy the MSB’s amenities. The area’s comparable housing growth in recent years is notable: even though it had only 14 percent of the State's population, the MSB built half of all new homes in Alaska in 2017.³

We understood during our previous work with the City of Palmer on annexation studies in 2006 and 2009-2010 that the rationale for annexation was grounded in the City goal of providing affordable and high-quality services to people who live and work in Palmer through a balanced and potentially expanded tax base. Our team also recognizes and supports the City’s need for a transparent process that builds trust and support for

¹ Sullivan, Patty. January 25, 2019. “Economist Neal Fried on Mat-Su Economy.” Accessed 2/25/2020: <https://www.matsugov.us/news/economist-neal-fried-on-mat-su-economy>

² Ibid.

³ Ibid.

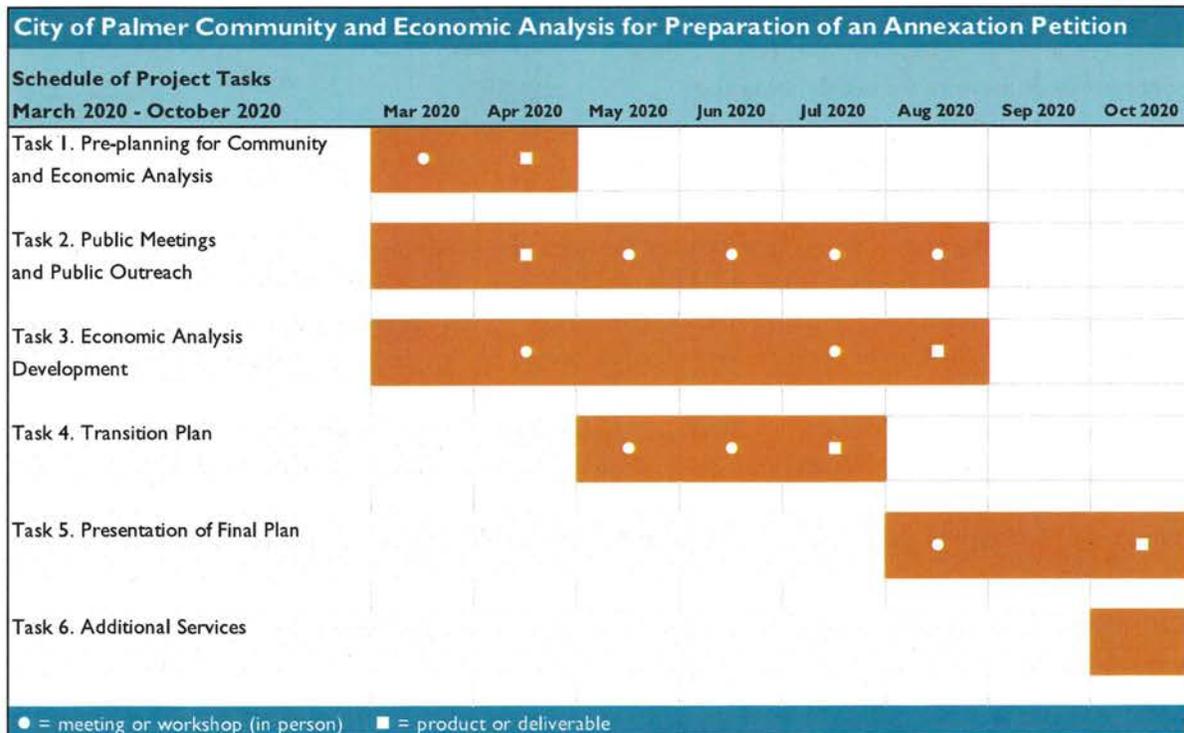
any future annexation petitions. Annexation is scary for many people and benefits are often difficult for residents and business owners to visualize. With the community analysis and economic analysis in hand, the City will be in a better position to understand whether annexation makes sense for Palmer. If annexation is pursued, the City will be better able to respond to the public's opinion as it navigates the petition process.

Like the City, we believe that this broader community dialogue and economic analysis will help determine whether an annexation petition makes sense, which issues need to be resolved, and what, if any, the annexation territory ought to be. We understand that just because an area is included in the economic analysis study area, that does not mean it will ultimately be part of an annexation petition, should the city decide to move forward with one.

Project Approach and Scope of Work

Project Schedule

Please note that the schedule below follows the requirements stipulated in the RFP. We suggest that it might make sense to extend the schedule so that a good portion of the public participation can happen later in the fall once the economic analysis is complete and when some of the busyness of summer travel, fishing, and farming season has passed. We are open to discussing this option with the City but are also prepared to deliver the project under the scheduled proposed in the RFP.



Task I. Pre-planning for Community and Economic Analysis (March – April)

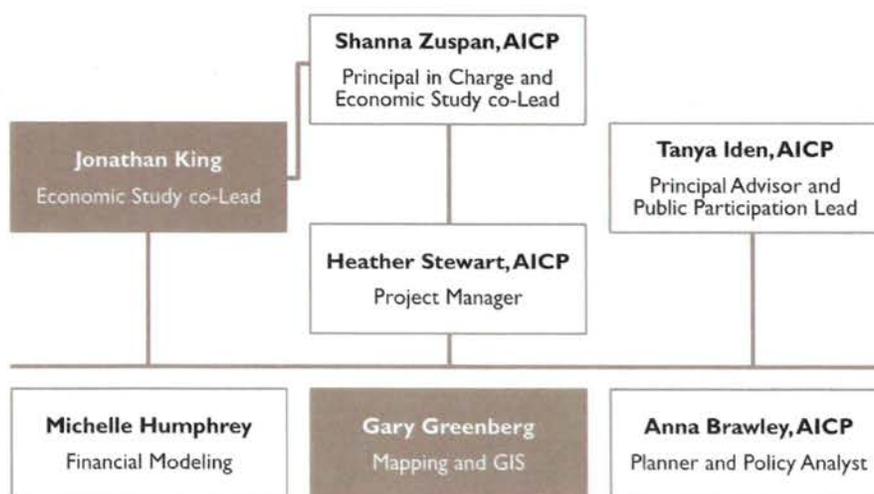
Task I.1 Project Start-Up, Management and Communications

This task will begin with a kick-off meeting between the contractor team and the City of Palmer to confirm key project elements and refine the approach if needed, based on:

- Confirmation of project schedule and deliverables;
- Communications preferences, roles and responsibilities, including how Palmer City Council members will be kept informed and provide feedback throughout the process;
- Review of existing project-related documents, assumptions and progress to date;
- Confirmation of purpose, need, and goals from the City of Palmer’s perspective;
- Lessons learned from previous annexation efforts;
- Obstacles to avoid;
- Discussion of study areas and confirmation of the approach to defining the study areas;
- Data sources available; and
- Review of the public participation approach and decision about sequencing public participation vis-à-vis the economic analysis.

The Agnew::Beck project manager will work closely with the City of Palmer team to evaluate and address any unexpected delays that could have an impact on the project scope and timeline. Our team will communicate any potential changes to the scope or timeline due to internal or external factors, to the client project manager as soon as they become apparent, and together we will adjust the project timeline and/or scope as appropriate. This task will include on-going check-ins to move the project forward, and to coordinate efforts among the project team. The graphic below illustrates how our team will work together and assign specific project responsibilities. Shanna Zuspan and subconsultant Jonathan King will lead the economic study, with support from Michelle Humphrey on financial modeling and Anna Brawley on policy analysis. Tanya Iden will lead the public participation. Subconsultant Gary Greenberg will provide geographic analysis and mapping to support all project elements. Project Manager Heather Stewart will provide general project coordination among all team members.

Consultant Team Roles



Task 1.2 Clearly Define Current Annexation Objectives and Determine Study Areas

The consultant team will begin by reviewing relevant documents provided (or as directed) by the City during the project kickoff meeting (Task 1.1), including previous annexation studies and City plans, Local Boundary Commission (LBC) procedures, standards and guidelines, any public input submitted to the City to date, and other relevant information or data. We will interview and/or meet with city staff to discuss current objectives for annexation (including the promotion of orderly growth, development and expansion of essential services), define the study area, and clarify priorities.

As part of this task, we will talk with the LBC about example annexations and real-world examples of issues and solutions related to annexation. This information can be helpful to share with the public depending on the questions asked. We will conduct approximately three key informant interviews with community stakeholders (possibly a select few from the Annexation Advisory Committee, described in Task 2) to better identify key issues, concerns, and solutions related to annexation. As part of this task, a case study interview with the City of Soldotna will be organized with Palmer staff and/or elected officials to understand what worked well about their process and what lessons they learned. Our team has discussed the status of the Soldotna annexation process, and they are willing to share their lessons learned.

Beginning with the kickoff meeting in Task 1.1, we will begin talking with the City about refining the study area and determining how many sub-areas the study should attempt to model. When choosing the number of sub-areas, there is a clear tradeoff between the ability to provide a more refined and useful product and the overall cost of the analysis. As the number of sub-areas increases, so do the number of combinations of sub-areas that can be combined into different annexation alternatives. We know from our prior experiences that sub-area determination and combinations can trip up an analysis both from a budget perspective and from a public involvement perspective. Too many options can be confusing, while too few options can make the whole process seem “cooked” to the outside observer. We estimate that the optimal number is no more than 10 sub-areas and preferably around five, depending on the size of the areas.

Our process for defining the study areas will be to:

- Work with the data collected in Task 3.1 so we can visualize the broader study areas;
- Conduct a select number of key informant interviews that can help determine possible subareas (including conversations with staff, real estate professionals, community members from the Annexation Advisory Committee, and representatives from the business community, both inside and outside current city limits);
- Propose a set of sub-areas to the City;
- Refine the sub-areas after vetting by the City and selected members outside the project team as determined by the City and the team.

The culmination of this task includes a summary of current annexation objectives for the City of Palmer, as well as a final map of the study areas.

Task 2. Public Meetings and Public Outreach (March – August)

Our team strongly believes that engaging with, learning from and involving the public in decision-making are all critical to the success of any public policy change. We will refine our proposed schedule and goals for the public participation process with City staff and adjust as needed throughout the process to ensure our team is responsive to interests or concerns that emerge during the project. Our team will employ a variety of tools to encourage robust public participation.

Task 2.1 Annexation Advisory Committee and Public Outreach Plan

We propose to convene an Annexation Advisory Committee, as we understand that one does not already exist. The Annexation Advisory Committee we will begin by meeting with the group to review the annexation process and what is involved, the City's current annexation objectives, project study area(s), and the assumptions related to how to model costs and revenues in the economic model. It will be helpful for the Annexation Advisory Committee to weigh in early in the process to highlight any concerns or issues related to the study areas, as well as any concerns related to the assumptions in the economic model. We assume that the Annexation Advisory Committee could meet up to three times during the project.

The consultant team will begin by preparing and reviewing with City staff and the Annexation Advisory Committee a public outreach plan. Each element of the project will have a distinct public engagement focus:

- **Pre-planning:** general outreach and education about the annexation process, the project (including communicating the City's current annexation objectives), and how to participate. Primary methods include presentations, flyers, information on the City/project website, social media, etc.
- **Community Analysis:** public input about the study areas. Primary methods include survey questions, social media, community meeting/events and/or focus groups.
- **Economic Analysis:** input into key assumptions that are part of the economic model. It is possible that as the economic analysis unfolds, the public will want to jump right in and have a dialogue about the pros and cons of annexation. Primary methods include survey questions, social media, community meeting/events and/or focus groups.
- **Transition Plan:** input into the process of implementing a proposed annexation. Primary methods include community meeting/events and/or focus groups.
- **Final Plan:** public input associated with City Council review and consideration of the annexation study, with the goal to have arrived at a generally supported decision to pursue annexation through

Please note that the scope of work in this proposal aligns with what was requested in the RFP. Specifically, we are proposing a community process in parallel to the economic analysis. However, if selected to provide support under this contract, we want to discuss the potential to sequence this work differently, based on the successful process that Soldotna is working toward. We understand that they bifurcated the process and first looked only at the economic and fiscal impacts of annexation. This allowed them to "do their homework" and decide whether annexation made fiscal sense. Once the economic analysis was completed, Soldotna engaged in a public outreach process to solicit input on annexation. This allowed the public process to be directed in areas where annexation made fiscal sense, as opposed to a broad process that would include many areas that may or may not be appropriate for annexation. At the start of the project, we request an opportunity discuss this option and are open to revising the schedule and scope should this be the right approach.

the development of a petition the City can take to the LBC based on this Community and Economic Analysis.

Task 2.2 Design Document Templates and Develop Informational Materials

In this task, we will begin by establishing styles and templates for project materials to create a look and feel consistent with City of Palmer standards. Templates will include a PowerPoint and report template for the project's informational products.

The consultant team will also use the results of Task 1.2 to develop discussion points and informational materials about the City's current annexation objectives and identified study areas. Materials will include a helpful overview of the role of the LBC and the annexation process generally. Building from this and the additional details we gather from talking directly to staff, we will design an infographic to explain the process. The graphic will be used in public outreach materials, report documents and in a PowerPoint presentation for the public meetings. The presentation will show how annexation works (i.e. Local Boundary Commission info.) and will be used to share results of the economic analysis, issues raised by citizens, and any other relevant information determined by the project team. This PowerPoint could integrate audience response technology which would allow for live, anonymous polling, to better understand the types of concerns people have, and which seem to be the most prominent. In addition to this PowerPoint presentation, we will develop and update informational materials to answer frequently asked questions (as needed).

We will also develop a set of project materials to provide guidance to stakeholders about how they can be involved in the process, a meeting schedule and a survey link. These materials may include flyers, public service announcements, press releases, Facebook posts, website updates, etc.

Task 2.3 Develop Event Schedule, Contact List and Comment Tracker

We will begin by looking comprehensively (with the City's help) at existing events occurring during the public outreach timeframe to identify whether existing meetings could appropriately include annexation as an agenda item. We will be mindful of any large community gatherings in the Palmer area, so as not to create conflicts. We will then begin to set clear dates for interviews, focus groups, public events in the open house areas. We will note the intent, goals, and materials and technology needed for each meeting. We would also identify roles and responsibilities of the consultant team and the City.

When developing the meeting and event schedule for sub-areas identified as potential annexation options, we will tailor the approach to the unique characteristics of each annexation area. For instance, if an area has few residents and landowners, the consultant team may be able to directly call or e-mail them to understand their viewpoints on annexation, rather than hold a public information meeting.

To build a project contact list, we will start with the City's existing e-mail contact list and add to it throughout the duration of the project. The City could assist by building a project mailing list sorted by annexation area using GIS and property tax information. We will also set up our comment tracking database in Excel. Agnew::Beck has had success with this approach on other projects in which we "code" comments by category, which allows for easier consolidation of comments into unique themes to help quantify and categorize public concerns.

Task 2.4 Online Survey

The process will likely need to include a way to gather input from those people we are unable to reach through interviews, focus groups, or public events. We propose developing a short online survey to highlight

key annexation issues and areas where resident input is helpful to the project. The survey will ask similar questions to those we would ask in community meetings and events using audience response technology. We propose that the survey require respondents to provide their address so we can understand whether they live in an area proposed for annexation, within, or outside the City. The survey will be open for the duration of the public involvement implementation task. We will ensure that the survey results and information are linked to the spreadsheet we will build in Task 2.3 for tracking key themes related to annexation.

Task 2.5 Promote and Conduct Interviews, Focus Groups and Public Events

This task will benefit from a team approach between the consultant team and the City, with the City taking the lead to invite residents into the process and maintain a presence at public events. Using the informational materials developed in previous tasks, the City and consultant team will inform the public of the meeting schedule, online survey, and notice of opportunities to be involved.

Using the schedule developed in Task 2.2, the consultant team will coordinate and facilitate meetings to reflect the City's commitment to transparency and inclusiveness. We estimate facilitating up to six community-oriented events, focus groups, interviews or meetings, and three focused on the Advisory Committee (although all will be public). All public meetings will comply with the standards set out in Alaska Statute for public meetings pertaining to annexation. We will talk to people within the annexation areas, attend existing organizational meetings (e.g. Chamber), focus groups with Borough staff, City staff, and others as identified, host, as appropriate, public events for broad input. For the most part, we suggest smaller meetings within the annexation areas and the use of existing public forums to discuss annexation. It may make sense to have one overall community workshop on a Saturday or evening during the week to solicit input from the city residents and businesses.

While the economic study focuses on the economic factors of annexation and requires some feedback, the real public dialogue lies in the non-economic factors, such as local control, land use decisions, efficient city services, community identity, and the economic value residents and businesses perceive from being annexed. We imagine that a workshop that utilizes audience response technology to secure instant opinions from the public could help the City understand how the public is thinking about annexation and where issues and concerns exist. Alternatively, or in addition to a public workshop, it may make sense to have smaller meetings and presentations to existing groups and organizations during their regular meeting times. We could adapt the final presentation of recommendations for use with a broader audience, develop an outreach schedule, and present to groups such as the Chamber of Commerce and Palmer Rotary Club.

Task 3. Economic Analysis Development (March – August)

Task 3.1 Data Collection

In this task, we collect available land use data so that we can begin creating a land use inventory and identifying residential, commercial, and industrial properties, as well as areas for future growth. The Alaska Map Company will take the lead on working with the City to develop a GIS database and a base map. We envision the merging of existing property data (such as the City's property tax database and the Mat-Su Borough tax database) with data on service provision areas. It is possible that the City of Palmer already has a master database that might be identified in Task 1.

While the Alaska Map Company is collecting geophysical data for the study region, Halcyon Consulting and Agnew::Beck will collect fiscal information from the City of Palmer, the Mat-Su Borough, and other available

sources. We will look at items such as staff pay rates and costs for city services (e.g., police, fire, and general administration). We would also ask to access property tax data at the taxpayer level so that we can estimate new property tax revenues. The best source for data in the potential annexation areas will be the Mat-Su Borough because they will have Borough sales tax receipts. If we can access these receipts, we will have a much better ability to provide more precise estimates of potential sales tax revenues. In the 2006 effort the City of Palmer assisted the project team in acquiring this information from the Mat-Su Borough.

Agnew::Beck will also build from our knowledge of City planning documents and land use patterns to collect any additional information related to City goals for development and planning. This information will be used to help develop study areas.

Task 3.2 Annexation Alternatives Analysis

The team will work with the client to analyze the effect of a pre-determined number of sub-area combinations that meet the criteria of the Local Boundary Commission (i.e., that they be contiguous with existing City boundaries) and that are likely to meet the City's overarching goals. Each alternative will be evaluated for consistency with the policies and standards of 3 AAC 110.110, which focuses on the resources necessary to provide essential city services on an efficient, cost-effective basis. For each alternative, the team will determine expected growth over the next decade by analyzing current growth trends and conducting key informant interviews. The team will then work with the client to determine high-level build-out scenarios based on past growth trends, key informant input, and staff input. The study team will mostly be working from a demand perspective and will not be planning the exact location of individual residential or commercial developments. The consultant team will assess undeveloped lands for their highest potential for development and provide a description of the valuation of real property. We will work with City staff to make sure overall estimates of growth seem reasonable and ground truth our assumptions with Mat-Su Borough Planning staff. However, we do not believe the budget allows for calculating a fine resolution estimate of the "carrying capacity" of specific subareas.

After developing growth estimates, the team will estimate the additional required cost of general city services (excluding sewer and water) and the estimated tax and fee revenues for the included sub-areas. In addition to service staffing costs, such as adding X number of police per Y residents, we will also look at the effect of annexation on capital costs such as police sub-stations. This approach has worked successfully in prior analyses, including prior work for the City of Palmer. We will summarize the fiscal effects by alternative as well as provide a detailed discussion for each alternative. We will leverage the Alaska Map Company's experience with Tableau Graphics and Agnew::Beck's strength in graphic arts to make these summaries readily accessible to a wide array of learning styles.

Task 3.3 Status Quo Analysis

We will utilize data collected in Task 3.1 and Task 3.2 to develop a status quo analysis for the City of Palmer. We will work with the City to determine how the remaining developable and undeveloped land in the City is likely to be developed and in what time frame. At the same time, we will include development outside current City limits and determine, through key informant interviews and population projections, whether development outside the city could be detrimental to the City's status as the area's commercial hub or as a provider of services to both residents and non-residents. In the spirit of transparency, the study will include a description of the methodology used to perform the analysis, as well as clearly identify and state all assumptions used in the analysis.

Task 4. Transition Plan (May – August)

Task 4.1 Draft Transition Plan

In this task, the consultant team will prepare a practical plan that demonstrates the capacity of the City of Palmer to extend essential city services in the shortest practicable time for each subarea, which is required as part of an annexation petition. The plan will address the City's assumption of all relevant and appropriate powers after consultation with the City and the Mat-Su Borough and public comment.

The task begins with the continuation of the public process by providing appropriate mechanisms for public comment to identify resident concerns about how the transition would happen and how it would affect them. Using information assembled in previous tasks, the consultant team will list the powers and services to be transferred from Borough to City, draft a description (to the extent known) of the transfer process, and note related public/resident concerns raised to date for the selected areas. This will serve as an early draft transition plan.

Key members of the consultant team will attend meeting(s) with City and Mat-Su Borough staff to discuss how the City would assume powers for and extend essential services to the selected areas, with the aim to confirm a common understanding between the two governmental bodies, as well as a clear response to public/resident concerns. The consultant team may also interview with LBC member(s) to identify any weaknesses in the transition plan from the LBC perspective and address in meeting(s) with City and Borough, as needed. The consultant team will refine the early draft transition plan based on the results of these meetings, additional public comment, and any other critical information that comes to light.

Task 5. Presentation of Final Plan (August – October)

Task 5.1 Draft and Final Report of Findings

In this task, the consultant team will draft and complete a final community and economic analysis and annexation report for legislative review. The report will meet all requirements and standards of the AAC and comply with LBC guidelines. The consultant team will analyze results of all previous tasks, identify solutions and input that merits further consideration, and summarize issues into a draft (and later final) report of findings through an iterative process with the City and Annexation Advisory Committee. We will provide the City with a draft analysis and draft versions of the work products outlined in the RFP. We plan to hold a team meeting with the City's team to review comments on the draft. The report will be presented to Palmer City Council at an August 2020 Council meeting.

After the August 2020 Palmer City Council meeting and associated comment period, the consultant team will incorporate City Council comments and direct changes into the final report, which will be completed in October 2020. We will produce our final work product within a month of receiving comments on the draft work products. Our team confirms that we will produce and deliver all documents, graphics, maps, and other data in the formats specified by the RFP and that the City will own all of the information, materials, and raw data produced as part of the project. Deliverables will include:

- Draft economic analysis document in electronic form including draft maps.
- The final economic analysis document in both accessible electronic form (MS Word, Publisher, etc.) and in one bound color hard copy.
- All final map files of the study area and the sub-areas.

- All presentations in PDF format
- All GIS data including imagery, shape files, .mdx, and/or other layer files. These files will be geo-referenced as specified in the RFP.

Task 5.2 Present to City Council

The consultant team will present the final report findings to City Council. We suggest a work session format versus a formal city council meeting, if possible, to allow for questions and input. We have budgeted for two official presentations in Palmer. The first presentation would be at the draft stage and the final presentation would accompany the final report. We are open to adjusting the timing and number of presentations to meet your needs.

- All individual graphics in an accessible file format (i.e., .jpg, .png, etc.)
- Data and miscellaneous materials, in their source format.

If the City needs other deliverables, our team is open to discussing how to incorporate them into the project.

Task 6. Additional Services (October and beyond)

We understand that additional services may be requested by the City of Palmer. Upon Palmer City Council approval, a change order for additional services related to this RFP may be authorized.

4. Fee Structure

City of Palmer Community and Economic Analysis for Preparation of an Annexation Petition	Principal Oversight Economics and Community Participation		Senior Associate Project Management and Planning		Senior Associate Graphics		Senior Associate Financial Modeling		Halcyon Consulting		Alaska Map Co.		Total
	hours	rate \$160	hours	rate \$125	hours	rate \$120	hours	rate \$115	hours	rate \$170	hours	rate \$120	
March 2020 - October 2020													
Task													
1. Pre-planning for Community and Economic Analysis													
Task 1.1 Project Start-up, Management and Communication	20	\$3,200	24	\$3,000	4	\$480	0	\$0	20	\$3,400	0	\$0	\$10,080
Task 1.2 Annexation Objectives and Determine Study Areas	20	\$3,200	20	\$2,500	4	\$480	5	\$575	12	\$2,040	30	\$3,600	\$12,395
2. Public Meetings and Public Outreach													
Task 2.1 Annexation Advisory Committee and Public Outreach Plan	40	\$6,400	40	\$5,000	0	\$0	0	\$0	12	\$2,040	0	\$0	\$13,440
Task 2.2 Design Document Templates and Develop Informational Materials	2	\$320	8	\$1,000	40	\$4,800	0	\$0	4	\$680	0	\$0	\$6,800
Task 2.3 Develop Event Schedule, Contact List and Comment Tracker	2	\$320	4	\$500	16	\$1,920	5	\$575	0	\$0	0	\$0	\$3,315
Task 2.4 Online Survey	2	\$320	4	\$500	0	\$0	20	\$2,300	2	\$340	15	\$1,800	\$5,260
Task 2.5 Promote and Conduct Public Events	40	\$6,400	40	\$5,000	0	\$0	5	\$575	12	\$2,040	0	\$0	\$14,015
3. Economic Analysis Development													
Task 3.1 Data Collection	8	\$1,280	8	\$1,000	4	\$480	30	\$3,450	25	\$4,250	10	\$1,200	\$11,660
Task 3.2 Annexation Alternatives Analysis	12	\$1,920	12	\$1,500	4	\$480	60	\$6,900	30	\$5,100	10	\$1,200	\$17,100
Task 3.3 Status Quo Analysis	12	\$1,920	12	\$1,500	4	\$480	40	\$4,600	30	\$5,100	10	\$1,200	\$14,800
4. Transition Plan	12	\$1,920	12	\$1,500	8	\$960	20	\$2,300	6	\$1,020	10	\$1,200	\$8,900
5. Presentation of Final Plan	8	\$1,280	12	\$1,500	12	\$1,440	20	\$2,300	16	\$2,720	15	\$1,800	\$11,040
Travel *													\$200
Expenses **													\$300
TOTAL***	178	\$28,480	196	\$24,500	96	\$11,520	205	\$23,575	169	\$28,730	100	\$12,000	\$129,305

EXCLUSIONS + TERMS

* Travel - Roundtrip from Anchorage

** Other Expenses - Include costs for phone and related equipment and services required in the normal performance of the contract. Costs for services required to produce informational, advertising or meeting materials are included in this budget; however, costs for printing, mailing or otherwise distributing these materials, or for paid advertising or other public notices are not included in this budget and would be paid for directly by client, as needed. Digital versions of all final materials will be submitted in an organized manner to the client for future editing, use and reproduction. Rights to final versions of all materials are transferred to the client upon conclusion of the project. A:B reserves the right to use any and all project materials for educational and marketing purposes. A:B reserves the rights to any draft or conceptual materials developed in the course of the project, or other materials specified in the terms of the contract.

*** A:B reserves the right to move budget between tasks, staff and subcontractors so long as costs do not exceed the total budget.

This estimate is good for 90 days from the date of the estimate.

5. Attachments

Attachments

Proposer Information Form

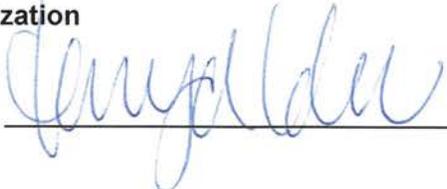
Resumes of Key Staff



CITY OF PALMER
PROPOSER INFORMATION FORM

Annexation Petition RFP

1. Firm Name AGNEW :: BECK CONSULTING
 2. Mailing Address 645 G STREET, SUITE 200
 3. City, State, Zip ANCHORAGE, AK 99501
 4. Physical Address, if different _____

 5. Telephone Number 907-222-5424
 6. Facsimile Number 907-222-5426
 7. Toll Free Number, if any _____
 8. Federal Tax Identification Number 54-2076437
 9. Contact Person for questions and contract negotiations, including address if different than above.
SHANNA ZUSPAN (RE: PROJECT)
LAURA BUNNELL (RE: CONTRACT)
 10. Contact Person Telephone Number 907-222-5424
 11. Facsimile Number 907-222-5426
 12. Name of Individual Authorized to Bind the Organization TANYA IDEN
Title PRINCIPAL, OWNER
 13. Signature - **Must be in blue ink and individual must be authorized to bind the organization**
Name:  Date: 3/3/20
- City of Palmer 231 W. Evergreen Avenue Palmer AK 99645 907-745-3271



SHANNA ZUSPAN, AICP

Shanna is a Principal and Co-Owner of Agnew::Beck Consulting with a background in financial and economic analysis, as well as community planning. Born and raised in McCarthy and Anchorage, Shanna is passionate about helping communities find solutions to the critical issues facing Alaska's future. Whether working with local governments, tribal entities, state agencies, or the private sector, Shanna provides objective facts and analytical tools to help organizations find common solutions to critical issues. She is skilled at translating complex technical data so that it is understandable and transparent.

SELECTED PROJECT EXPERIENCE

Bethel Multi Family Housing Concepts

2019 | On behalf of NeighborWorks Alaska, conduct market and financial feasibility analysis related to new housing development in Bethel. Role: Principal-in-Charge.

Pay for Success Feasibility Study

2018 | On behalf of the United Way of Anchorage, prepared a financial feasibility analysis of the potential cost avoidance associated with utilizing a pay for success model to sustainably fund permanent supportive housing in Anchorage and Mat-Su. Role: Project Manager and Lead Analyst.

Elder Care Facility Business Plan

2018 | Led the process to prepare a business plan to transform the Bertha and Johnson Moses patient hostel into an elder care facility. Presented options to the TCC Executive Board and other stakeholder and partner groups Role: Principal-in-Charge.

Market & Feasibility Analysis

2017 | Prepared a market and financial feasibility analysis for a private property owner in downtown Anchorage. The proposed project included mixed-use residential and office and identified the rate of return for various development scenarios. Role: Financial Analyst and project manager.

Eielson Air Force Base Regional Growth Plan Housing Component

2017 | Estimating housing demand from the planned bed-down of the F-35s and comparing demand to available supply. Identifying obstacles to new housing solutions with a menu of options to improve housing opportunities. Client: Fairbanks North Star Borough Role: Housing lead

Redevelopment Technical Assistance

2016/17 | Providing technical assistance to Anchorage Community Development Authority as they evaluate a range of mixed use redevelopment projects in the downtown area. Prepares pro forma financial analysis to evaluate project feasibility. Client: Anchorage Community Development Authority. Role: Financial Analyst and technical assistance provider

Live Work Play Housing Feasibility Primer

2016/17 | Developed a simplified real estate pro forma for multi-family housing to assist policy makers in better understanding what it takes to make a housing project "pencil." Pro forma can be modified

EDUCATION

Master of City Planning, Housing Community + Economic Development Massachusetts Institute of Technology, Cambridge, MA. 2001

Bachelor of Arts in Political Science + Economics. University of Northern Colorado, Greeley, CO. 1997

PROFESSIONAL EXPERIENCE

Principal, Agnew::Beck, 2010 to present

Public Finance Manager + Redevelopment Planner, City of West Sacramento, 2004 to 2010

Senior Associate, Economic & Planning Systems, Inc., 2001 to 2004

CERTIFICATIONS +AFFILIATIONS

American Institute of Certified Planners (AICP)

Vice-Chair, Board of Directors, Anchorage Downtown Partnership

in real time at a public meeting to see how public incentives improve housing feasibility. Client: Cook Inlet Housing Authority. Role: Analyst and presenter

City of Soldotna Analysis of the Fiscal Effects of Annexation

2015/16 | Worked with Northern Economics to develop a fiscal analysis of annexing land to the City of Soldotna. Assisted the City with public outreach and provided technical assistance related to state annexation regulations. Client: City of Soldotna. Role: Planner

Maniilaq Elder Services Business Plan

2016 | Developed a financial pro forma and business plan for expanded elder services in the Kotzebue region. Facilitated an 80-person community workshop with audience response technology to develop a plan to better serve elders. Client: Maniilaq Association. Role: Project Manager + Facilitator

King Cove Senior Housing Center Business Plan

2015 | Developed a project program and pro-forma to determine viability of renovating the existing community center to a four-unit senior housing addition with a caregiver unit and shared community facilities. Client: Eastern Aleutian Tribes. Role: Project Manager

Peach Investments Development + Planning Assistance

2014/15 | Prepared real estate feasibility analysis and developed framework public/private partnership to incentivize an Anchorage downtown redevelopment project. Client: Peach Investments Role: Finance Analyst

Wasilla Area Seniors Incorporated Continuing Care Feasibility Study

2014/15 | Preparing a financial feasibility assessment for WASI to help them assess whether to add additional senior services to their campus in Wasilla. Client: Wasilla Area Seniors Incorporated Role: Project Manager

Juneau Senior Housing + Services Demand Study

2014 | In collaboration with Northern Economics, preparing a market demand assessment for senior housing and services with a focus on assisted living. Client: Juneau Economic Development Council. Role: Project Manager

Tlingit Haida Regional Housing Authority Housing Needs Assessment

2014 to current | Prepared a housing needs assessment to help the THRHA determine where and how to invest in new housing in Southeast Alaska. Continued work on housing implementation with the Organized Village of Kake. Client: THRHA. Role: Project Manager

Knik Arm Crossing Socioeconomic Study

2013 | In collaboration with Cardno, prepared an independent socioeconomic analysis of the Anchorage and Mat-su as part of the Knik Arm Crossing. Client: Knik Arm Bridge and Toll Authority. Role: Local Project Manager

Hatcher Pass Government Peak Market Analysis

2013 | Assessed the market demand and supply for residential and commercial development in the Government Peak Sub-Unit of the Hatcher Pass area. Client: Matanuska Susitna Borough. Role: Project Economist





TANYA IDEN, AICP, Principal + Owner

Tanya’s dedication to her community is galvanized by deep Alaska roots, as a third generation Alaskan raising her family in Anchorage. She loves helping people articulate shared strengths and values and find solutions that maintain our economic, environmental, and cultural integrity for future generations. Tanya applies her understanding of strategic planning, community development, and communications in projects ranging from revitalizing neighborhoods to helping agencies and communities be more efficient, effective, and mission driven. Tanya’s training and experience as a project manager complements her natural skill as a community-minded facilitator, developing a harmonious rapport with diverse teams and stakeholders.

EDUCATION

Master of Science in Urban Development Planning, University College London, University of London, England, 1999

Bachelor of Arts in Anthropology University of Washington, Seattle, WA, 1995

PROFESSIONAL EXPERIENCE

*Agnew::Beck, Anchorage:
Principal + Owner, 2017 to present
Managing Associate, 2013 to 2016
Senior Planner, 2007 to 2013*

*URS, San Diego:
Environmental Specialist, 2005 to 2006*

*Group 70 International, Honolulu:
Planner, 2003 to 2005*

CERTIFICATIONS +AFFILIATIONS

American Institute of Certified Planners (AICP)

Citizen Advisory Group, Anchorage Town Square Park Master Plan

Charrette System™ Certificate, National Charrette Institute (2011)

Spenard Chamber of Commerce

Spenard Community Council

Commonwealth North

Member, Alaska Tobacco Control Alliance (2010 – Present)

Recipient, Anchorage Park Foundation Challenge Grant (2008)

SELECTED PROJECT EXPERIENCE

Anchorage Museum Board Retreat

2019 | Designed and facilitated a board retreat that encouraged board members to think big and coalesce around important issues and shared values. Invited guest speakers to discuss topics of equity, decolonization, diversity and inclusion. Facilitated the conversation to draw out new perspectives and guide the attendees through activities to develop a set of core values to guide the Board. *Role:* Facilitator. *Client:* Anchorage Museum.

Bureau of Land Management, SEIS to Ring of Fire Draft RMP

2018 to 2019 | As subconsultant to Kearns & West Inc. under a prime contract with the Department of Interior Office of Collaborative Action & Dispute Resolution, developed an outreach strategy for the BLM Glennallen Field Office to obtain stakeholder input on a Supplemental Environmental Impact Statement to the Ring of Fire Draft Resource Management Plan (RMP) Haines Amendment. Coordinate and facilitate meetings within the affected communities of Haines, Skagway, and Juneau Alaska *Role:* Project Manager, Facilitator. *Client:* Bureau of Land Management, U.S. Department Interior.

Children’s Museum Community Engagement

2018 | Provided meeting planning and facilitation support for three community focus groups, with the goal of obtaining community feedback about a proposed children’s museum in the Mat-Su Borough. Developed an online survey. Final deliverables included a report summarizing key findings from the survey and focus groups as well as a one-page infographic which visually conveyed community member’s perspectives about a proposed children’s museum in the Mat-Su Borough. *Role:* Project Manager, Facilitator. *Client:* ROCK Mat-Su

AMATS Coordinated Human Services Transportation Plan

2018 | Subcontracted with Portland based company, GridWorks to implement public involvement and stakeholder engagement activities to update Anchorage’s Coordinated Human Services Transportation Plan. Designed engagement program to learn from transportation disadvantaged populations including seniors, individuals with disabilities, and low-income Anchorage



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residents. Conducted focus groups with English language learners and engaged in targeted outreach to job seekers at Anchorage's job center. *Role:* Project Manager, Facilitator. *Client:* Anchorage Metropolitan Area Traffic Solutions.

MOA Vision Zero

2017 to present | Manage Agnew::Beck team, alongside fellow consultant firms Kittelson & Associates and Huddle, to take a public health approach that builds on identified best practices and uses clear, concise, and well-tested messages to promote traffic, pedestrian, and bike safety at the population level. The goal of the project is to reduce the loss of life and major injuries on roadways in Anchorage to zero. *Role:* Project Manager, Facilitator. *Client:* Municipality of Anchorage, Office of the Mayor.

Welcoming Anchorage Strategic Integration Initiative

2016 – 2017 | Provide strategic guidance and support to the Office of the Mayor as they embark on an ambitious initiative to transform Anchorage into a more welcoming, equitable, and accessible community for all of its diverse residents. *Role:* Project Manager, Facilitator. *Client:* Municipality of Anchorage, Office of the Mayor, Amy Coffman and Mara Kimmel.

Idaho Public Transportation Plan

2016 | Design and implement the public engagement effort for the statewide Idaho Public Transportation Plan. The Plan will provide a framework for creating an integrated transit system to meet the needs of Idahoans and develop policies and projects that increase mobility, efficiency and integration. *Role:* Assistant Project Manager, Facilitator. *Client:* Idaho Transportation Department.

Chugiak-Eagle River Site-Specific Land Use Study

2015 - 2017 | Developed original plan approved by the Anchorage Assembly in 2010. Currently updating 2010 plan to accommodate the interest of Anchorage Water & Wastewater Utility (AWWU) to site a water reservoir on a portion of the land originally identified for residential development. Working with multiple municipal agencies and the community to improve plan for current conditions. *Role:* Project Manager. *Client:* Heritage Land Bank, Municipality of Anchorage.

Soldotna Downtown Improvement Plan Phases I & II

2014 – 2015 | Manage and coordinate a multi-consultant team to develop an improvement plan that creates a strong downtown identity and a walkable and attractive commercial district. Facilitate advisory team of community stakeholders guiding input to the plan. Phase II updates Soldotna's zoning code to reflect recommendations presented in the Soldotna Downtown Improvement Plan, primarily developing a downtown overlay district and providing recommendations for redevelopment opportunities. *Role:* Project Manager, Facilitator. *Client:* City of Soldotna, Stephanie Queen.





HEATHER STEWART, AICP

Heather is a communications-oriented planner and project manager. She has worked in the planning field since 2001 and in Alaska since 2006, bringing a passion for understanding the unique qualities of individual communities and cultivating healthy, vibrant places for people to live, work and play. Her strong analytical and communications skills allow her to help clients see the big picture or overarching process, navigate complex, potentially overwhelming situations, and develop plans that will set themselves up for success in implementation. Heather works to ensure that projects are based on listening, firmly grounded in the knowledge and wisdom of each project's community of stakeholders, and offer effective solutions tailored to the particular qualities of each situation.

EDUCATION

Master of Science in Urban and Regional Planning, University of Wisconsin-Madison, Madison, WI. 2006.

Bachelor of Arts in Anthropology and Environmental Studies, Dartmouth College, Hanover, NH. 2000.

CERTIFICATIONS +AFFILIATIONS

American Institute of Certified Planners (AICP), certification.

American Planning Association, member.

PUBLICATIONS

The Green Built Way to Affordable Housing, for the Wisconsin Environmental Initiative. 2005.

SELECTED PROJECT EXPERIENCE

Kuskokwim River Salmon Federal Management Meeting Facilitation

2019-2020 | Facilitated a series of meetings to review and align (as possible) the Chinook Salmon Management approaches of several cooperative management partners on the Kuskokwim River. Role: Facilitation Support. Client: U.S. Fish and Wildlife Service.

Napakiaak Master Plan

2019-2020 | Assisted with public outreach for a master planning process associated with the strategic retreat of the village of Napakiaak, Alaska, away from a severely eroding riverbank. Role: Planner. Client: Sub-consultant to Summit Consulting Services.

Kenaitze Food Sovereignty Assessment

2019 | Food system assessment to identify recommendations for increasing tribal food sovereignty. Role: Project Manager. Client: Kenaitze Indian Tribe.

Alaska Department of Environmental Conservation Village Safe Water Program Business Plans

2018-2019 | Business plans for water and sewer system improvements: Trapper Creek (2019), McGrath (2018-2019). Role: Planner. Client: Alaska Department of Environmental Conservation, Village Safe Water Program.

AMHTA: Restore Inc. Housing Feasibility Plan

2018 | Feasibility study for a supported housing project in Fairbanks, Alaska. Role: Planner. Client: Restore, Inc. through a contract with The Alaska Mental Health Trust Authority.

Adapt Y-K Delta: Resilience and Adaptation Planning

2017-2020 | Community decision-makers and resource managers developed actionable strategies to respond to climate change in Alaska. Role: Project Manager. Clients: U.S. Fish and Wildlife Service, Alaska SeaGrant, US Army Corps of Engineers.



Unalaska Assisted Living Home and Adult Day Services Feasibility Study
2017 | Feasibility study for an Elder Assisted Living Home and supplemental elder services in Unalaska, Alaska. Role: Project Manager. Client: Aleutian Pribilof Islands Association.

State of Alaska Water and Sewer Challenge, Phase III
2017 | As part of the Summit Consulting Services team, facilitation of end-user input into a design for an in-home water and sewer system for rural Alaska, including a greywater recycle component. Role: Interim Planner. Client: Alaska Department of Environmental Conservation.

Nuvista Light and Electric Cooperative Yukon-Kuskokwim Delta Community Sustainability Model, Phase III
2017 – 2018 | Planning and implementation assistance for three Yukon-Kuskokwim Delta communities to develop joint strategies for sustainable village infrastructure and service provision. Included assistance with Community Comprehensive Plans for two communities and multiple grant proposals. Role: Project Manager. Client: Nuvista Light and Electric Cooperative.

Adapt Alaska: Promoting Coastal Resilience and Adaptation in Alaska
2015 – 2017 | Assist three Landscape Conservation Cooperatives share recent advances in and develop tools, data and information for use by community decision-makers and resource managers to respond to climate change in Western Arctic Alaska. Role: Project Manager. Client: U.S. Fish and Wildlife Service, Aleutian Pribilof Islands Association, Alaska SeaGrant.

Chickaloon Cultural Ecotourism Feasibility Study
2016-2018 | Feasibility Study for a cultural tourism facility that would include lodging, food service, meeting and cultural space. Role: Project Manager. Client: Chickaloon Village Traditional Council.

Utility Public Outreach and Communications
2011-2013 | Provided communications and public outreach assistance for several projects: Asplund Wastewater Facility Master Plan Update, Girdwood Wastewater Treatment Facility Upgrade, Campbell Tract Water Well, and a Strategic Communications Plan to help the utility improve its internal and external communications, provide better service to customers and improve public relations. Role: Planner. Client: Anchorage Water and Wastewater Utility.

Palmer Annexation Strategy
2009 – 2010 | Study to determine a coherent approach toward land annexation. Worked with City, residents, businesses and other stakeholders to understand and address concerns prior to future annexation proposals. Role: Project Manager, Planner. Client: City of Palmer.





Jonathan King

Consulting Economist/ICF Certified Coach

Education

Master of Science,
Department of
Environmental and
Natural Resource
Economics
University of Rhode
Island, 2002

Bachelor of Arts,
Economics/
Environmental Studies
Summa Cum Laude,
St. Lawrence University,
1996

Years of Experience

23

Certifications and Credentials

Associate Certified
Coach, International
Coaching Federation,
2019

Certified Professional
Coach, Institute for
Professional Excellence
in Coaching, 2018

Change Leadership, ILR
School, Cornell
University 2016

Professional Experience

Jonathan King is a professional economics and organizational consultant with 24 years of experience, 16 in Alaska. His experience covers fisheries, socioeconomic changes, rural transportation, aviation, quantitative forecasting, utilities, taxation/revenue generation, and he has worked on many of the large infrastructure and energy project proposed in Alaska in the last 15 years. He's a frequent analyzer of Alaska's economic conditions and presents his findings in venues such as the meetings of the Alaska Government Finance Officers Association, the Alaska Municipal League, the Southwest Alaska Municipal Conference, and other professional affiliations. Jonathan is also an International Coaching Federation credentialed coach focusing on leadership effectiveness and organizational improvement. Whether coaching or consulting Jonathan creates the conditions for his clients to find that "Aha!" moment that enhances their drive and focus to move forward.

Professional Experience

July 2017-Present

Founder, Halcyon Consulting

October 2017-October 2018

Senate Finance Aide, Office of Senator von Imhof, District L

October 2012-July 2017

Vice-President, Northern Economics, Inc.

June 2008 – October 2012

Principal and Senior Economist, Northern Economics, Inc.

December 2006 – May 2008

Senior Economist, Northern Economics, Inc.

March 2003 – December 2006

Economist, Northern Economics, Inc.

Summer 2001– March 2003

Environmental Analyst, J.L. Anderson Associates, Kingston, RI

Fall 2000-Summer 2002

Research Assistant, Dept. of Environmental & Natural Resource Economics, University of Rhode Island

September 1996 – July 2000

Economist, Triangle Economic Research, Durham, NC.

References

Matt Mead, Landye Bennett Blumstein LLP, 907-276-5152

Tom Lovas, Energy and Resource Economics, 907-351-7846



Selected Project Experience-Chronological by Start Date

Fiscal Effect of Eagle River/Chugiak (AO2) Detachment, Phase 1 (2019-Ongoing). *Senior Reviewer:* Provided senior review and educational fiscal effects analysis of a proposed detachment of Assembly Area 2 from the rest of the Municipality of Anchorage *Client: Northern Economics, Inc./EagleExit*

Fiscal Effects of Forming a Prince William Sound Borough (2019). *Project Manager:* reviewed and analyzed the *Prince William Sound Borough Formation* report written by Information Insights for the Girdwood Governance Association. This work included verifying the fiscal effects modeling prepared for the study, providing additional insights into community level economic effects, and advising the clients on the strengths and limitations of the analysis as conducted. *Client: Tatitlek Corporation and Chenega Corporation*

ASD Demographics Anchorage School District 2016 Demographic Projections (2016-2017). *Project Manager:* The Anchorage School District contracted with Northern Economics to update and improve its demographic projection capacity in order to generate more accurate district-wide K-12 enrollment projections. The approach developed for this project used more robust data provided in the State of Alaska Permanent Fund Dividend application system to reduce historic prediction error by up to 80 percent. *Client: Anchorage School District*

North Pole Strategic Plan (2015-2016). *Project Manager:* Northern Economics was part of the team that completed the City of North Pole's current strategic plan. NEI's role included a benchmark analysis of the city's population, revenues and expenditures compared to other Alaska communities as well as an economic analysis of two areas being considered for annexation. The revenue analysis included a tax revenue comparison for North Pole and three principal peer communities. The expenditure comparison looked at general administrative expenditures, police and fire service, and public works. The areas being considered for annexation were assessed by population, primary use and tax status, and estimated revenues. *Client: City of North Pole*

City of Soldotna Annexation Alternatives Analysis. (2015-2016) *Project Manager:* Northern Economics, in association with Agnew::Beck, assisted the city with its planning by providing an analysis of the fiscal effects of annexing selected areas adjacent to the current city boundaries. The study included working with the city to identify potential annexation areas, comparing those areas against Local Boundary Commission standards, analyzing the fiscal effects of annexation by potential annexation area, and communicating the results of the project to the City and its citizens. *Client: City of Soldotna*

Red Dog Mine Payment In lieu of Taxes (PILT) Negotiations, Northwest Arctic Borough (NAB), Alaska (2008 – 2010 and 2014 - 2017). *Project Manager:* Supported ongoing negotiations for the 2015-2020 PILT, designed and built revenue generation models and analyzed Red Dog Mine and Teck financials to help the NAB understand the health of the mine and potential revenue amounts under various taxation/PILT structures. *Client: Northwest Arctic Borough*

Fiscal Effects of Detaching the Eagle River-Chugiak Area from the Municipality of Anchorage. (2006) *Project Manager:* Examined the potential fiscal effects of the communities of Eagle River and Chugiak, Alaska detaching from the current Municipality of Anchorage and joining to form their own borough (county). The study looks at the cost of providing services in both of the new hypothetical boroughs as well as revenues sources and estimates of new property tax rates for each of Anchorage's 57 taxation districts. *Client: Alaska Department of Commerce, Community and Economic Development*

The Economic Effects of City Annexation in Palmer, Alaska. (2006) *Lead Analyst.* Estimated the overall fiscal effects associated with a phased annexation and incorporation of borough land. The analysis included estimating the cost of providing services and the revenues associated with potential real property and sales taxes. *Client: City of Palmer*

Gary A. Greenberg **GIS Analyst**

Phone: (907) 283-4627 E-mail: ggreenberg@akmapco.com Physical Address: 307 Hutto Street, Kenai, AK 99611

A certified Geographic Information Systems Professional (GISP) with a proven record of implementing creative solutions in challenging environments. Highly skilled technical analyst with a robust understanding of information systems, GIS analysis, cartography, system development, design and automation. Adept at managing multiple geospatial projects for a wide range of applications. A proven facilitator able to coordinate projects within, across and between organizations.

<p>Certifications</p> <p>Certified GIS Professional (GISP) Urban and Regional Information Systems Association (URISA)</p> <p>Certificate in GIS/Cartography University at Buffalo</p> <p>Certified ArcGIS Desktop Associate Environmental Systems Research Institute (ESRI)</p> <p>Certified Drone Pilot - Part 107 Federal Aviation Administration</p> <p>Competencies</p> <p>Project Management Client Management Budgeting Scoping Training Cartography Technical Support Capacity Building Geographic Information Systems Mapping Photogrammetry Surveying Proposal Development Scripting and Automation Public Speaking Team Building Drone Pilot</p>	<p>Career Profile and Projects</p> <p>Alaska Map Company, LLC, Kenai, AK <i>Founder and Principal GIS Analyst (2003 - 2020)</i> Established Alaska Map Company, LLC, to address the essential need for professional GIS consulting services in urban, rural and remote Alaskan communities. Manage cross-disciplinary projects requiring the expertise of scientists, economists, foresters, surveyors, planners and other professionals.</p> <p>Haines Borough, AK <i>Multiple Contracts - GIS Support (2012 - 2020)</i></p> <ul style="list-style-type: none"> • Converted finance and utility records to digital addressing system. • Developed a milepost-based address grid system. • Created an ArcGIS Online address map and GeoForm used by the phone company, dispatchers and city planner to reference, review and update addresses. <p>City and Borough of Yakutat, AK <i>Contract GIS Manager (2007 - present)</i></p> <ul style="list-style-type: none"> • Developed a parcel management system using survey plats, assessment data and finance records. • Established a uniform addressing system and Master Street Address Guide (MSAG). • Gathered imagery and participated in a license agreement with the Geographic Information Network of Alaska (GINA). • Worked with the State of Alaska to obtain high-resolution aerial photography. • Managed ESRI ArcGIS Online organizational account and public parcel viewer. • Supported the simplification of the planning department computer network to reduce costs, secure data and improve the consistency of IT services. <p>City of Soldotna, AK <i>Multiple Contracts - GIS Support (2012 - 2018)</i></p> <ul style="list-style-type: none"> • Developed budgets and proposals to accomplish multiple GIS projects. • Converted existing water and sewer data to ESRI Local Government Information Model (LGIM). • Developed Python scripts to convert PDF files of water and sewer permits to a point layer with hyperlinks available to field and office staff through ArcGIS Online. • Managed the development of a hydrant-flushing app in ArcGIS Online. • Developed manuals and standards for ArcGIS Online.
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<p>Technologies Microsoft Office including Access ESRI ArcGIS Desktop Global Mapper Microsoft Office Agisoft Photoscan QuickBooks AutoCAD Tableau SQL Python Visual Basic</p> <p>Education Bachelor of Arts (BA) Geography 1996 Geographic Information Systems (GIS) and Cartography with High Distinction University at Buffalo</p> <p>Master of Business Administration (MBA) 2000 Information and Decision Support Systems (IDS) San Diego State University</p> <p>Volunteer & Affiliations Planning Commissioner (2017 - Present) City of Kenai</p> <p>Harbor Commissioner (2014 - 2019) City of Kenai</p> <p>Founding Member and Treasurer Kenai Peninsula GIS Users Group</p> <p>Member URISA</p>	<p>Career Profile and Projects (Continued)</p> <p>City of Dillingham, AK <i>Contract GIS Manager (2012 - Present)</i></p> <ul style="list-style-type: none"> • Followed the GIS needs assessment to strategically accomplish short- and long-term organizational goals. • Developed procedures to manage and update water and sewer record drawings. • Created "Planners Notes" ArcGIS Online map and application to streamline updates to addressing, utilities and parcel-mapping systems. <p>City of Kenai, AK <i>Multiple Contracts - GIS Support (2007 - 2019)</i></p> <ul style="list-style-type: none"> • Partnered with a licensed surveyor and Kenai Peninsula Borough to collect mapping control to align the parcels with current imagery and minimize shifts. Formatted control to ESRI parcel fabric. • Managed ArcGIS Online organizational account. • Developed municipal lease inventory to market lease parcels. • Maintained water and sewer GIS. • Migrated legacy data to ESRI Local Government Information Model (LGIM). • Provided as-needed help desk GIS support. <p>Additional Projects and Clients</p> <ul style="list-style-type: none"> • Agnew Beck • City of Seward • Kenai Peninsula Borough • City and Borough of Wrangell • Mat-Su Borough • Municipality of Anchorage • Bureau of Indian Affairs • Alaska State Division of Forestry • Owl Ridge Natural Resource Consultants • High Tide Environmental • Cook Inlet Citizens Advisory Council • Central Peninsula Hospital • Sheinberg Associates • Northern Economics, Inc. • Homer Electric Association • Kenai Peninsula Economic Development District • Juneau Economic Development Corporation • USGS <p>Prior Employment History CAD Technician: F.R. Bell and Associates, Delta Junction, AK (2004) GIS Data Manager: Kenai Peninsula Borough, Soldotna, AK (2002 - 2004) GPS Team Leader: Utility Automation Integrators, Kenai, AK (2002) Surveyor/CAD Technician: Integrity Surveys, Kenai, AK (2001 - 2002) GIS Specialist: Excel Engineering, Escondido, CA (2000 - 2001) GIS Specialist: Hunsaker & Associates, San Diego, CA (1996 - 2000)</p>
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Michelle Humphrey

Michelle Humphrey brings a creative and analytical approach to economic development to make a positive impact in communities across Alaska. Born and raised in Anchorage, Michelle is passionate about helping communities develop solutions that address the unique and critical issues they face. With a diverse background, she takes a holistic approach to problem solving, focusing both on rigorous analysis and effective communication to produce tangible results. After earning a business degree from Northern Arizona University and getting some job experience under her belt, she went back to school to get a master's degree in supply chain management from the University of Anchorage Alaska and continues to expand her tool set, recently earning a certificate in project management from Georgetown University.

EDUCATION

Bachelor of Science in Design in Business Administration. Northern Arizona University, Flagstaff, AZ. 2010.

Master of Science in Global Supply Chain Management. University of Alaska Anchorage, Anchorage, AK. 2016

Professional Certificate in Project Management. Georgetown University, Washington, DC, 2019

PROFESSIONAL EXPERIENCE

Senior Associate, Agnew::Beck, 2019 to present

Outreach Manager, Coastal Villages Region Fund, 2017 to 2019

Project Consultant, Northern Economics, Inc., 2011 to 2017

SELECTED PROJECT EXPERIENCE

Kodiak Market Study

2019 | Prepared a market analysis of the Kodiak Urban Area to inform the area-wide planning process. The study focused on trends related to population housing, employment, and the real estate market, incorporating data from multiple public sources, key stakeholder interviews, and feedback collected at a community meeting. Role: Analyst and author

Redevelopment Technical Assistance

2019 – present | Providing technical assistance to Anchorage Community Development Authority as they evaluate tax incentives and affordable housing needs. Includes analysis of city wide and census tract level housing, population, and employment trends. Role: Analyst

SELECTED PRIOR PROJECT EXPERIENCE

Bristol Bay Regional Salmon Processor Survey

2014-2017 | Created and administered an annual survey on the chilling practices of Bristol Bay fishermen and product types produced by Bristol Bay processors. Role: Project manager and primary analyst

Economic Impact of Public Transit in Fairbanks North Star Borough

2017 | Documented and analyzed the costs of living, employment, housing, and transit times within the Fairbanks North Star Borough. Included a literature review, key informant interviews, and collaboration with traffic engineers and public transportation employees. Role: Primary analyst and author

Southeast Alaska Transportation Plan: User Benefits Analysis

2016-2017 | Developed and refined a model used to estimate the user benefits of routing alternatives. Evaluated economic benefits and costs against an existing baseline. Role: Analyst



Measuring the Effects of Catch Shares

2015-2017 | Compiled and analyzed the most recent scientific data from multiple sources to objectively report the effects of catch share programs. Data was transformed into an interactive web-based dataset. Role: Analyst and infographic designer

Red Dog Mine Payment In lieu of Taxes (PILT) Negotiations

2014-2017 | Created a Monte Carlo model to simulate potential revenue flows under various taxation/PILT structures, while taking into consideration variable production levels and commodity prices. Role: Analyst

2018 Coastal Villages Region Fund Get out the Vote Campaign

2018 | Developed and managed a campaign aimed at increasing voter participation in 20 rural Alaska communities. Used demographic data and information collected through program surveys to develop a multifaceted strategy utilizing print, radio, social media, and word of mouth. Efforts resulted in highest recorded voter turnout in Coastal Villages Region Fund's member communities. Role: Project Manager





ANNA BRAWLEY, AICP : : SENIOR ASSOCIATE

Anna brings knowledge, insight and deep commitment to each project. She exemplifies a professional dedication to serving the public interest through data-driven decision making, empowering all stakeholders' voices, understanding the complex influences of history and culture on a community's current issues, and exploring long-term implications of choices we make today. Anna assumes diverse roles on projects in public health, public policy, land use planning, research and data analysis, organizational planning, communications and other fields. She effectively navigates between the details and the big picture to organize the contract team, client staff, partners and other stakeholders to achieve a project's goals. She maintains a strong reputation for objectivity, transparency, diligence and finding positive solutions for all parties. Anna is also an active volunteer in her community, with a focus on educating and encouraging others to participate in public processes.

AFFILIATIONS

NeighborWorks Alaska
Board of Directors (2013 - present)

Turnagain Community Council
Secretary (2015 - 2019)
Land Use Comm. Chair (2016 - present)

Spenard Community Council
Secretary (2013 - 2014)

American Planning Association
Alaska Chapter Member
American Institute of Certified Planners

EDUCATION

Master of Regional Planning, 2011.
Cornell University, Ithaca, New York.
AICP Outstanding Student Award.

Master of Arts, Social Sciences, 2007.
University of Chicago, Chicago, Illinois.

Bachelor of Arts, History, 2006.
Denison University, Granville, Ohio.
Salutatorian.

SELECTED PROJECT EXPERIENCE

Anchorage Housing & Supports Inventory | Alaska Mental Health Trust Authority, Rasmuson Foundation

September 2019 to present | Project manager. Conducted inventory of current supply of housing and services in Anchorage, within the homeless response system and the broader network of services and affordable housing. Shared findings and recommendations; created methodology for gap analysis.

Technical Assistance for Anchored Home Plan | Anchorage Coalition to End Homelessness, Alaska Mental Health Trust Authority, Rasmuson Foundation

February 2018 to present | Support stakeholder-driven planning process to develop action-oriented community plan to address homelessness in Anchorage. Organized multiple community meetings; drafted and revised *Anchored Home* plan, adopted by the Municipality in 2018. Provide ongoing stakeholder engagement support in community conversations.

Village in the City Pro Forma Development | Chugach Alaska Corporation

August to September 2019 | Prepared pro formas and assumptions for multiple development options for a new mixed-use commercial and residential project.

Governing Documents Review | Anchorage Housing Initiatives

May to October 2019 | Reviewed governing documents and tenant selection plan for Section 811 property requiring updates to operating plan to maintain compliance with HUD. Presented recommended changes to documents and tenant occupancy to board of directors.

Kenai Peninsula Borough Comprehensive Plan | Kenai Peninsula Borough

February 2017 to October 2019 | Produced current conditions summary and public outreach materials; analyzed and summarized public engagement findings; led production of multiple plan chapters, coordinated document drafting, compiled and managed draft plan document through multiple revisions. Plan approved by Kenai Peninsula Borough Assembly in November 2019.

Chugiak Eagle River Site Specific Land Use Plan Update | Municipality of Anchorage, Heritage Land Bank

January 2016 to March 2018 | Developed and conducted public engagement and feasibility analysis to update existing plan for 92-acre parcel in Eagle River. Updated plan documents to reflect new decisions regarding land use and proposed zoning designations. Supported approval process by Heritage Land Bank, Chugiak Eagle River Advisory Board, and Anchorage Assembly. Plan approved by Assembly in March 2018.



PROFESSIONAL EXPERIENCE

Agnew::Beck Consulting
Anchorage, Alaska
2015 – present | Senior Associate
2011 – 2014 | Associate

McMaster-Carr Supply Company
Elmhurst, Illinois
2007 – 2009

TECHNICAL + SOFTWARE SKILLS

Microsoft Office (Word, Excel, PowerPoint, Publisher, Project)

Adobe Creative Suite (InDesign, Illustrator, Photoshop)

Google Products (Gmail, Drive, Sites, Maps, Earth, Integrated Apps)

Adobe Connect Meeting Software

ArcGIS Mapping Software

Prezi Presentation Software

PRESENTATIONS

Planning Considerations for Public Health Practitioners, Alaska Public Health Association (ALPHA), February 2016.

Regulating Legal Substances: Tobacco, Alcohol, Marijuana. American Planning Association national conference, 2015.

Building Healthy Coalitions, Alaska Public Health Association Summit, 2014.

PUBLICATIONS

Deconstructing the Drink Menu: History of Alcoholic Beverages and Proposed Policy Framework. Essay: Center for Alcohol Policy, 2016. First place contest awardee.

Asparagus, Beet, Carrot: the history and relocation of the Chicago Wholesale Produce Market.

Thesis: Cornell University, Department of City and Regional Planning, 2011.

SELECTED PROJECT EXPERIENCE

Salcha-Badger Road Subarea Plan | Fairbanks North Star Borough
August to December 2018 | Assisted with issues and opportunities report and produced series of maps depicting current conditions: land use, land ownership, development capability, utilities and key facilities.

Alaska Pay for Success Demonstration Project | United Way of Anchorage
Feasibility Study | September 2017 to May 2018 | Develop methodology, collect and analyze data, and work with team to complete feasibility study for new financing model to reduce recidivism and homelessness in Anchorage, and generate cost avoidance for other emergency and safety services.

Grant Application | December 2015 – February 2016 | Assisted with concept development, data analysis in application for HUD-DOJ funding opportunity to reduce recidivism and homelessness in Anchorage. Grant awarded June 2016.

Veterans Village Third Party Review | Alaska Veterans Foundation
February to October 2017 | Project manager. Oversaw four-firm consultant team to conduct external review of project feasibility for proposed housing and employment for homeless Alaska veterans. Presented findings and recommendations to board of directors.

Land Use + Economic Development Plan, Denali Borough
February to September 2017 | Designed, conducted public outreach for strategic land use and economic development plan: residents survey, four community workshops, meetings with advisory committee. Led development of public engagement materials, maps, draft plan.

Municipal Planning Services + Training | City of Dillingham
February 2016 to March 2017 | Provided land use planning services (subdivision and plat review, code interpretation) and trained new land use planner on key responsibilities. Facilitated Planning Commission training and prepared summary of comprehensive plan for commissioners' discussion of update process.

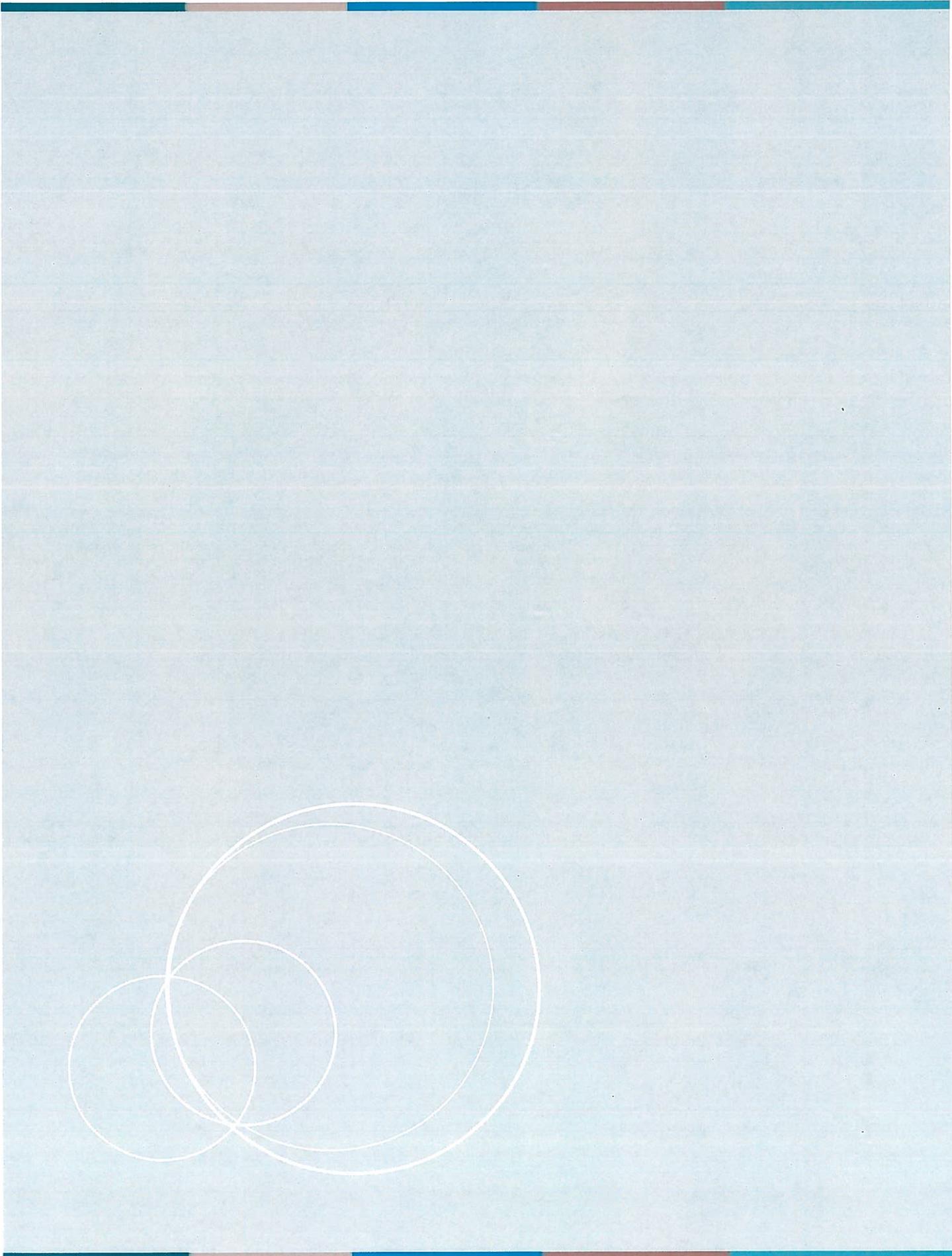
Downtown Anchorage Development, Peach Investments
August 2014 to September 2015 | Assisted with market research, feasibility analysis, pro forma and tax abatement application for an ambitious mixed-use redevelopment in downtown Anchorage. Assisted with project communications to stakeholders.

Fairview Neighborhood Plan, Fairview Community Council
June 2013 to February 2014 | Created Fairview Land Use Plan Map using existing land use categories and community input on desired form and character of the neighborhood, including proposed overlays. Created accompanying annotation document highlighting proposed changes.

Demographic Analysis of Residential Customers | Municipal Light & Power
August 2011 to January 2012 | Provided detailed demographic and economic analysis of Anchorage's three electrical utility service areas using U.S. Census and geographic data. Presented findings to Executive Board.



AGNEW
::BECK



A. CALL TO ORDER

A joint meeting of the Palmer City Council and Parks & Recreation Advisory Board was held on March 10, 2020, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 6:00 p.m.

B. ROLL CALL

Comprising a quorum of the Council and Parks & Recreation Advisory Board, the following roll call was taken:

City Council:

Edna DeVries, Mayor
Linda Combs, Deputy Mayor
Julie Berberich
Steve Carrington
Sabrena Combs
Jill Valerius

Park & Recreation Advisory Board:

Shannon Connelly, Chair
Heather Kelley, Vice Chair
Stephanie Allen
Marilyn Bennett
Jo Ehmann
George Hoden
Ryan Richard

Council Member Best was absent and declared excused by Mayor DeVries.

Staff in attendance were the following:

Nathan Wallace, City Manager
Norma I. Alley, MMC, City Clerk

Michael Gatti, City Attorney
Kara Johnson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

CC Main Motion: To Approve the Agenda

Moved by:	L. Combs
Seconded by:	S. Combs
Vote:	6 Yes/0 No/1 Absent (Best)
Action:	Motion Carried

PRAB Main Motion: To Approve the Agenda

Moved by:	Kelley
Seconded by:	Allen
Vote:	Unanimous
Action:	Motion Carried

E. AUDIENCE PARTICIPATION

Ms. Michele Harmeling, United Way Mat-Su Representative, requested Council’s support to seek funding for Bugge Park improvements and an Arts Trail Project.

F. NEW BUSINESS

1. Committee of the Whole (note: action may be taken following the committee of the whole)
 - a. 2019 Board Accomplishments Recap
 - b. 2020 Board Projects and Goals
 - c. Other Matters Related to the Parks and Recreation Advisory Board
 - d. City Council Direction to the Board

CC Main Motion: To Enter into a Committee of the Whole

Moved by:	L. Combs
Seconded by:	S. Combs
Vote:	6 Yes/0 No/1 Absent (Best)
Action:	Motion Carried

PRAB Main Motion: To Enter into a Committee of the Whole

Moved by:	Richard
Seconded by:	Kelley
Vote:	Unanimous
Action:	Motion Carried

The Council and Board entered into a Committee of the Whole at 6:07 p.m.

Topics addressed included:

- 2019 Board accomplishments recap:
 - Amusement Park improvements
 - Arboretum improvements
 - Paved path between Cope Industrial Way and Gulkana Street
- 2020 Board projects and goals:
 - Development of walking tour map
 - Development of the Adopt-a-Park Program
 - Park historical write-ups
 - CIP priorities
- Proposed Art Trail Project
- Council Direction to the Board:
 - Continued work on a Veteran’s Memorial
 - Hidden Ranch Park development

The City Council and Board adjourned from Committee of the Whole at 6:48 p.m. and reconvened the joint meeting.

G. RECORD OF ITEMS PLACED ON THE TABLE

None.

H. COUNCIL AND BOARD MEMBER COMMENTS

No direction was given to staff for legislation to be placed on a future agenda.

Main Motion: Support an Unexcused Absence of Council Member Best

Moved by:	Valerius
Seconded by:	S. Combs
Vote:	3 Yes/3 No (Carrington, L. Combs, DeVries)/1 Absent (Best)
Action:	Failed for Lack of Majority Vote

Mayor DeVries, as presiding officer, declared motion failed and declared Council Member Best's absence excused.

I. ADJOURNMENT

With no further business before City Council and Parks & Recreation Advisory Board, the meeting adjourned at 7:02 p.m.

Approved this ____ day of _____, 2020.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

Mayor's Memo

Council Meeting report for council Meeting

on March 24, 2020

AGENDA SETTING MEETING, 3/25,

RADIO MARCH 27

**MOST PUBLIC EVENTS HAVE BEEN POSTPONED
BECAUSE OF COVID-19.**

**WE WILL CONTINUE TO HOLD CITY COUNCIL
MEETINGS.**

**I WILL CHAIR THE MEETINGS IN PERSON
COUNCIL MEMBERS CAN ATTEND IN PERSON OR VIA
TELECONFERENCE.**

**OUR MEETINGS WILL CONTINUE TO BE LIVE ON
CABBAGE RADIO AND YOUTUBE.**

**THE PUBLIC CAN ATTEND IN PERSON OR CALL IN OR
EMAIL OR TEXT THE CITY CLERK AND IT WILL BE
RECORD IN THE PUBLIC RECORD**

We want and value your input and participation.

Edna DeVries Mayor

voice or text 907-355-9933

edevries@palmerak.org

**City of Palmer
Ordinance No. 20-002**

Subject: Amending Palmer Municipal Code Chapter 3.16 Sales Tax and Adopting Remote Seller Sales Tax Code, By Reference, to Create Uniform Provisions for Collection and Remittance of Sales Tax

Agenda of: March 10, 2020 – Introduction

Council Action: **Adopted** **Amended:** _____
 Defeated

Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ Unknown

This legislation (√):

- Creates revenue in the amount of: \$ Unknown
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-00-00-3130
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- Ordinance No. 20-002
- Alaska Uniform Remote Sellers Sales Tax Code
- Remote Sellers Alaska Municipal League FAQ

Summary Statement/Background:

On February 12, 2019, the City Council authorized AM No. 19-021 for the City Manager to contribute \$5,000.00 to the Alaska Municipal League to support a working group charged with establishing a centralized sales tax administrator for remote sellers.

On November 12, 2019, the City Council passed Resolution No. 19-020 authorizing the City of Palmer to join the Alaska Remote Seller Sales Tax Commission (the Commission) for purpose of developing, implementing and enforcing a remote sellers sales tax code.

On November 18, 2019, 15 signatory communities inaugurated the Commission under the Alaska Intergovernmental Remote Sellers Sales Tax Agreement (the Agreements). There are currently 24 municipalities in Alaska that are members of the Commission including the City of Palmer. The functions and powers of the Commission are set forth in the Agreement between Commission members.

Under terms of the Agreement, in order to maintain membership in the Commission, local governments must enact the Alaska Uniform Remote Sellers Sales Tax Code as adopted by the Commission's Board of Directors.

On January 6, 2020, the Commission passed the Alaska Uniform Remote Seller Sales Tax Code (Uniform Code) that will govern the collection and remittance of sales taxes on remote sales. While the Uniform Code does not set rates or exemptions, the definitions and practices in the Uniform Code for remote sales must be equally applied to local sales in order to remain compliant with the *Wayfair* decision. The Uniform Codes will provide for streamlined remote sales tax collection and remittance processes which is necessary to avoid claims that local municipal tax unduly burdens interstate sellers.

This ordinance adopts the Alaska Uniform Remote Sellers Sales Tax Code as section 3.16.300 Alaska uniform remote sellers tax code adopted by reference, provides amendments to PMC 3.16 Sales Tax for consistency, and authorizes the Commission to administer remote sales tax collection and remittance. Considering the *Wayfair* decision, failure to adopt a uniform, streamlined, remote sellers sales tax code will jeopardize the ability of the City of Palmer to collect sales tax on remote sales and could nullify membership in the Commission.

The effective date of April 1, 2020, is suggested to notify the Commission of adoption, allow for the Commission's administrative software program to be implemented with City of Palmer information and notifications to be submitted as necessary. The City of Palmer will also need time to notify local businesses of these changes and would be able to implement the changes by May 1, 2020, contingent on any Commission software updates/changes required

Administration's Recommendation:

Adopt Ordinance No. 20-002

LEGISLATIVE HISTORY

Introduced by: City Manager Wallace

Date: March 10, 2020

Public Hearing:

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Ordinance No. 20-002

An Ordinance of the Palmer City Council Amending Palmer Municipal Code Chapter 3.16 Sales Tax and Adopting Remote Seller Sales Tax Code, By Reference, to Create Uniform Provisions for Collection and Remittance of Sales Tax

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; and

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 for services provided by local governments; and

WHEREAS, the failure to collect sales tax on remote sales creates market distortions by creating an unfair tax advantage for businesses 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; and

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; and

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; and

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; and

WHEREAS, delivery of goods and services into local municipalities rely on and burden local transportation systems, emergency and police services, waste disposal, utilities and other infrastructure and services; and,

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; and

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; and

WHEREAS, this ordinance is not retroactive in its application; and

WHEREAS, this ordinance provides a safe harbor to those who transact limited sales in Alaska; and

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; and

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

WHEREAS, through the adoption of Resolution 19-020, the City of Palmer has entered into a cooperative agreement with other local governments called the Alaska Intergovernmental Remote Seller Sales Tax Agreement ("the Agreement"); and

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; and

WHEREAS, on February 12, 2019, the City Council authorized AM No. 19-021 for the city manager to contribute \$5,000.00 to the Alaska Municipal League to support a working group charged with establishing a centralized sales tax administrator for remote sellers; and

WHEREAS, on November 12, 2019, the City Council passed Resolution No. 19-020 authorizing the City of Palmer to join the Alaska Remote Seller Sales Tax Commission (the Commission) for purpose of developing, implementing and enforcing a remote sellers sales tax code.

THE CITY OF PALMER, ALASKA, ORDAINS:

Section 1. Classification. This ordinance shall be permanent in nature and shall be incorporated into the Palmer Municipal Code.

Section 2. Severability. If any provisions of this ordinance or application thereof to any person or circumstances are held invalid, the remainder of this ordinance and the application to the other persons or circumstances shall not be affected thereby.

Section 3. Palmer Municipal Code is hereby amended to read as follows (new language is underlined and deleted language is stricken):

Chapter 3.16 Sales Tax

Sections:

3.16.010	Authority.
3.16.020	Definitions.
3.16.030	Tax levied – Rate.
3.16.033	Maximum tax per transaction.
3.16.035	Sales tax application. Transactions in the city.
3.16.040	Rules applicable to particular businesses or occupation. Examples of taxed transactions.
3.16.050	Exceptions Exemptions.
3.16.055	Sales tax certificate of exemption.
3.16.056	Determination whether transaction is exempt.
3.16.065	Collection of sales tax. Application of sales tax payments.
3.16.070	Seller accountability.
3.16.080	Taxable sales and sales tax returns.
3.16.081	Alaska State Fair and special events sales tax returns.
3.16.083	Taxes levied and interest for delinquency.
3.16.085	Information to be confidential.
3.16.087	Tax records— Inspection and audit.
3.16.090	Estimated tax. Tax records— Final tax return.
3.16.095	Liability of third parties.
3.16.100	Returns – filing contents. Collection upon sale.
3.16.110	Refunds.
3.16.120	Amended returns. City manager regulation promulgation authority.
3.16.130	Extension of time to file tax return.
3.16.140	Audits.
3.16.150	Protest. Public statement of tax required— Exception for coin-operated machines.
3.16.160	Penalties and interest of late filing. Liability for payment— Protest of tax.
3.16.170	Repayment plans. Tax return— Extension of time.
3.16.180	Seller record retention. Estimated tax.
3.16.190	Cessation or transfer of business. Delinquent taxes— Notice.
3.16.200	Use of information on tax returns. Lien for tax, interest and administration costs and penalties.
3.16.210	Violations. Delinquent taxes— Foreclosure— Time limit.
3.16.220	Penalties for violation. Delinquent taxes— Foreclosure— Sale of property— Redemption.
3.16.230	Certificate of sale— Other than real property.
3.16.240	Certificate of sale— Real property.
3.16.250	City manager regulation promulgation authority. Delinquent taxes— Seizure of additional property Chapter nonexclusive.
3.16.260	Violation— Remedies.
3.16.270	Refund of sales tax— Interest. 3.16.280— Appeal.
3.16.300	Alaska Uniform remote seller sales tax code adopted by reference.

3.16.010 Authority.

This sales tax is imposed and collected pursuant to the authority granted by the Alaska Constitution, Art. X and this code.

3.16.020 Definitions.

A. ~~“Bulk sales” means sale of unpackaged items in large quantities.~~

B. ~~“Buyer or purchaser” means a includes persons whom a sale are purchasers of property or~~

product is made or to whom ~~and~~ a services ~~and~~ is furnished. ~~lessees of property.~~

G. "Calendar year" means the period from January 1st through December 31st or any portion thereof ending December 31st.

D. ~~"Distraint" means to seize and hold property as security for a debt.~~

"Delivered Electronically" means delivered to the purchaser by means other than tangible storage media.

"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.

"Gaming" means a right to participate in a game of chance regulated under AS 5.15, including without limitation a right to participate that is represented by a pull-tab, bingo card, or raffle or lottery ticket.

"Goods for resale" means:

A. The sale of goods by a manufacturer, wholesale 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.

E. "Mail order sales and sales made by personal solicitation" means sales to consumers made by mail order houses or other sellers having a place of business within the city or having a place of business elsewhere, but who solicit sales within the city, are taxable if the order is accepted within the city and delivery is made by the seller at such place of business or elsewhere within the city.

"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:
1. Transmitting or otherwise communicating the offer or acceptance between buyer and remote seller;

2. Owning or operating the infrastructure, electronic or physical, or technology that brings buyers and remote sellers together;

3. Providing a virtual currency that buyers are allowed or required to use to purchase products from the remote seller; or

4. Software development or research and development activities related to any of the activities described in (B) of this subsection, 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:

1. Payment processing services;

2. Fulfillment or storage services;

3. Listing products for sale;

4. Setting prices;

5. Branding sales as those of the marketplace facilitator;

6. Order taking

7. Advertising or promotion; or

1-8. Providing customer service or accepting or assisting with returns or exchanges.

F. "Medical services" means hospital services and those professional medical services rendered

performed by the following persons duly licensed under the laws of by the state of Alaska to practice for the providing of such services: medicinal doctors, surgery, dentistrys, osteopathics, optometrists, chiropracticers, podiatry, and psychologists and other professional services rendered by a licensed midwife, certified registered nurse, practioners, and psychiatric and mental health nurse clinical specialists, and appliances, ; retail sales of medicinal preparations, drugs, medicines, supplies and nursing care necessary in connection with the services, or the expense for services, appliances, drugs, medicines, supplies and care, as may be specified in any nonprofit medical service plan, or appliances under a written prescription from one of the foregoing.

"Monthly" means occurring once per calendar month.

"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 associate, 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.

"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.

G. "Person" means includes an individuals, trust, estate, fiduciary, partnership, limited liability company, limited liability partnership, corporation, or other legal entity. and every person recognized in law, and every group of the aforesaid who act as a unit.

"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 the 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 product is delivered or service rendered.

- A. When the product is not received or paid for by the purchaser at a business location in the city, 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 in the city, the sale is considered to have been made in the city

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 city;

- C. For products transferred electronically, or other sales where the delivery of the purchase address is unknown, the point of delivery shall be the billing address of the buyer.

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

"Quarter" means trimonthly periods of a calendar year; January – March, April – June, July – September, and October – December.

"Receive or receipt" means

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

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

"Remote Sales" means sales of goods, or services by a remote seller or marketplace facilitator.

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

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

H. "Rentals" means any transfer of the right to use or occupy includes every letting or renting of property for consideration.

"Residential rentals" means rental of a dwelling designed for living or sleeping purposes.

I. "Sale" or "Retail sale" means any the transfer of title to tangible personal property for consideration ~~un~~umption for any purpose other than ~~or use,~~ and not for resale., in substantially the same form or condition. "Retail sale" includes every sale of property, regardless of quantity or price, except the following:

- ~~1. Sales to wholesale and retail dealers in the property sold, for the purpose of resale within the city by such dealer;~~
- ~~2. Sales of tangible personal property as raw materials to a person engaged in manufacturing for sale, which property becomes an ingredient or component part of the manufactured product or a container thereof, or enters directly into the manufacturing container thereof, or enters directly into the manufacturing process. A building or construction contractor or subcontractor is not a "person engaged in manufacturing."~~

J. "Sale or purchase price" includes all retail sales, rentals and all services. Installment, credit and conditional sales are included within the term.

K. "Sales price" means the total amount of consideration including cash, credit, property, product and services, for which paid by the buyer in terms of money and, in the case of a sale involving an exchange of property, product, or services sold, leased, or rented, the fair market valued in money, whether received in money or otherwise, without deduction for the following: of the property exchanged, all without any deduction for delivery costs, taxes or any other expenses whatsoever; provided, however, seller's cash discount at the time of payment in exchange for a coupon having a cash value of no more than one twentieth of one cent is not part of the sales price.

- A. The seller's cost of the property or product;
- 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. Changes by the seller for any services necessary to complete the sale, other than delivery and installation changes;

D. Delivery charges;

E. Installation charges; and

F. Credit for any trade-in, as determined by state law.

~~L. "Seller" means includes a persons making sales or their agents who are vendors of and lessors of property, products, or and persons furnishing services, or a marketplace facilitator facilitating sales on behalf of a seller, and every person making sales.~~

~~M. "Services" means includes all services of every manner and description which are performed or furnished for compensation, whether delivered physically or electronically, and, by way of illustration, includings but not limited to: the following:~~

~~1A. Professional services;~~

~~2B. Services in which a product or sale of property may also be involved, including personal property made to order;~~

~~3C. Utilities and utility services not constituting a sales 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; construction, transportation, banking, advertising, maintenance, recreation, amusement, contracting and craftsmen's services;~~

~~D. The sale of transportation services;~~

~~4E. Services rendered for compensation by any person who furnishes any such service or services in the course of his trade, business or occupation, including all services rendered for commission; who has a state or city business license and whose gross revenue exceeds \$1,500 during the calendar year of January 1st to December 31st;~~

~~5F. Advertising, maintenance, recreation, amusement and craftsman Sservices; wherein labor and materials are used to accomplish a specified result;~~

~~6. Services dispensed by machines and amusement devices including those which are coin-operated;~~

~~7G. "Services" does not include services rendered to an employer by his employee.~~

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

3.16.030 Tax levied – Rate.

A. A sales tax shall be established by the city council and adopted as a part of the city budget.

B. ~~The adopted sales tax shall be levied by this chapter applies to on the sales price or charge for all sales, rentals and services made within the city, except those that this chapter expressly exempts from tax. Exemptions from the tax levied by this chapter are to be construed narrowly. The buyer shall pay the tax to the seller for the use and benefit of the city; provided, however, that the seller need not collect sales tax but the seller must in any event pay the tax to the city whether collected or not.~~

3.16.033 Maximum tax per transaction.

~~CA. *Maximum Tax.* The adopted sales tax shall be applied ~~Only~~ to the first \$1,000.00 of each separate sale of an item or items, rent or service transaction shall be subject to sales tax; provided, that a single payment for the sale or rental of property or rendering of a service, The payment of rent, whether for real or personal property, in excess of \$1,000 and for more than over a period exceeding one month shall be allocated pro rata to each one-month period or part thereof during the term of the transaction, and the first \$1,000.00 of the price allocated to each such period shall be subject to sales tax. treated as several separate transactions covering the rental for one month each. A transaction involving payment for services or personal property to~~

~~be rendered or delivered over a period of more than one month for a consideration in excess of \$1,000 shall be treated as several separate transactions occurring one each month over the period of time that the service or property is rendered or delivered.~~

~~B. The payment of rent, whether for real or personal property, in excess of \$1,000.00 and for more than one month shall be treated as separate transactions covering the rental for one month each. A transaction involving payment for services to be rendered or delivered over a period of more than one month for a consideration in excess of \$1,000.00 shall be treated as a separate transaction occurring one month over the period of time that the service is rendered.~~

~~C. Each night of each individual room rental shall be considered a separate transaction and therefore the maximum tax computation shall be calculated on a per room per night basis.~~

~~D. Capital leases. Contract to purchase the property at the end of a lease shall be treated as a sale on the effective date of the contract and are subject to the maximum tax per transaction pursuant to subsection (A) of this section.~~

~~E. Other lease types. Leases that have an option to purchase at the end of the lease are taxed on the principle amount of each lease payment for the term of the lease. If the purchase is made at the end of the lease, the purchase transaction would be treated as another separate transaction. Interest and financing charges related to the lease payment are not subject to tax.~~

~~F. Installment payments. When payments for a single transaction are made on an installment basis the sales tax on the transaction shall be collected on the first payment.~~

3.16.035 Sales Tax Application. Transactions in the city.

~~Sales tax is applicable to both local sales and remote sales if delivery occurs within the city. The following rules determine whether a transaction is made within the city:~~

~~A. Local Sales. The seller has a physical presence in the city, under this chapter, that establishes one or more of the following and a point of delivery in the city: A sale or rental is made within the city if delivery occurs in the city and the seller either:~~

~~1. Has an office, distribution or sales house, warehouse, storefront, or any other place of business within the boundaries of~~ Maintains a place of business, or an agent or employee, in the city; or

~~2. Solicits business or receives orders through any employee, agent, salesman, or other representative within the boundaries of the city or engages in activities in the city that are significantly associated with the seller's ability to establish or maintain a market for its products in the city; or Regularly or repeatedly promotes sales or rentals in the city by means such as advertising, promotional events or solicitation of sales.~~

~~3. Provides services or holds inventory within the boundaries of the city; or~~

~~4. Rents, sells or leases property located within the boundaries of the city; or~~

~~5. Constructs, repairs, renovates, improves real property if the property is located within the boundaries of the city.~~

~~A seller that establishes a physical presence and point of delivery within the city in any calendar year will be deemed to have a physical presence within the city for the following calendar year.~~

~~B. Remote Sales. Remote Seller or marketplace facilitator without a physical presence in the city, that makes sales of products, rentals or provides services transferred electronically or delivered to a point of delivery located within the city shall be subject to the Alaska Uniform Remote Seller Sales Tax Code as provided in PMC3.16.300.~~

~~B.—A service is made within the city if all or a substantial part of the service is rendered in the city.~~

~~C.—A rental of real property is made in the city if the real property is located in the city.~~

~~D.—A service involving the construction, repair, renovation, improvement, sale or rental of real property is made in the city if the real property is located in the city.~~

3.16.040 Rules applicable to particular businesses or occupations. Examples of taxed transactions.

A. Real Estate Sales Commissions.

1. Commissions and/or realtor fees for the sale, rental or management of real property located in the city are subject to sales tax, regardless of the location of the person to whom the commission and/or fee is payable.

2. Commission and/or fees for the sale, rental or management of real property payable to a person who maintains an office in the city are subject to sales tax, regardless of the location of property.

B. Gaming. An amount equal to the gross receipts of the seller from sales of games of chance, less the cost of the prize awarded on each series, set of games or contest for which the game of chance has been sold, shall be subject to sales tax.

C. Sales from coin-operated machines. An amount equal to the gross receipts from each coin-operated machine that the seller operates in the city shall be subject to sales tax.

~~Illustrative examples of transfers of ownership or possession, and rendering of services, which are taxed under this chapter include, but are not limited to, the following:~~

~~A.—Rentals of all tangible personal property, including vending machines, typewriters, office furniture and equipment, tools, automobiles, construction equipment and aircraft, including all maintenance and repair contracts in connection therewith;~~

~~B.—Supplying natural or artificial gas, electricity, ice, steam, water and all services by a public or private utility;~~

~~C.—Transportation for hire of persons by common carrier within the city or to the city from another location, including motor transportation, taxicab companies and all other means of transportation for hire;~~

~~D.—Service by telephone companies to subscribers or users, including transmission of messages, whether local or long distance. This shall include all services and rental charges having any connection with telephone service, but shall not include deposits;~~

~~E.—Printing or printed matter of all types, kinds and characters and the service of printing or overprinting;~~

~~F.—Renting rooms or living quarters or offices or other commercial space of whatever name or nature by hotels, apartments, roominghouses, public lodging houses or by firms or individuals renting single or multiple unit residences or offices or other commercial space, including state or federally subsidized rentals. For purposes of computing the maximum tax, a rental of property for a period in excess of one month shall be deemed as a series of rentals with each rental transaction terminating as a rental payment is made. The maximum sales tax payable shall be applicable to each deemed rental with tax payments to accrue and become payable at the time of filing the next monthly return to be submitted following receipt of the rental;~~

~~G.—Foods, confections, and all liquors, beverages and drinks sold and dispensed by retail stores, restaurants or other dispensers, and sold for immediate consumption upon the premises or delivered or carried away from the premises for consumption elsewhere;~~

~~H.—Advertising of all kinds, types and characters contracted for or sold in the city, including any and all devices used for advertising purposes and the servicing of advertising devices;~~

~~I.—Gross proceeds derived from the operation of punchboards, slot machines, marble machines, jukeboxes, merchandise vending machines, pull tabs, games of chance, or amusement devices of any kind, and~~

~~self-service laundry and dry cleaning machines;~~

~~J.—The sale of tickets or admissions to places of amusement, entertainment, recreational or athletic events, or dues or fees for the privilege of having access to or use of amusement, entertainment, athletic or recreational facilities, including free or complimentary passes and tickets, admissions dues or fees. Such free or complimentary passes and tickets, dues or fees are declared to have a value equivalent to the sale price or value of the tickets, passes, admissions~~

dues or fees;

~~K.—Subject to PMC 3.16.050(S), sales of tangible personal property and services made for the purpose of developing and improving real estate, even though such real estate is intended for resale as real property;~~

~~L.—Services of drycleaners, laundries (including self-service laundry and dry cleaning machines), garages, barbershops, beauty shops and cold storage and locker plants;~~

~~M.—Retail sales of motor fuels, oils and lubricants;~~

~~N.—The provision of services rendered by lawyers, accountants, shoe repair shops, carpenters and cabinetmakers, house painters and decorators, tinsmiths and sheet iron workers, watchmakers, radio and television advertising, photographers (including all film development), computer programmers, printing establishments, garages, mechanics and machinists, plumbers and electricians, welders and stove cleaners, and services of all other tradesmen, craftsmen and professional practitioners and service fees (except commissions) charged by travel agencies; and~~

~~O.—The provision of electrical, telephone, water, garbage, sewer, natural gas and cablevision utility services including the installation and connection charges and fees.~~

3.16.050 Exemption exceptions.

A. The following transactions are exempt from sales tax: The tax levied shall not apply to the following:

1. Sales of real property and interest in real property.

~~A2. Casual and isolated sales of goods or services and not made in regular course of business, ie: garage sales not exceeding \$50.00 and not made in the regular course of business;~~

~~B3. Sales of securities, insurance and bonds of guaranty, fidelity and surety.;~~

~~C4. Gross receipts or proceeds derived from funeral charges and services, medical or dental services rendered and hospital services;~~

~~D5. Gross receipts or proceeds derived from the transportation of students to and from grade or high schools in motor or other vehicles.;~~

~~E6. Gross receipts or proceeds derived from the sales of food in public, common, high school or college cafeterias or lunchrooms in elementary, secondary or post-secondary schools that are operated primarily for the convenience of school students and faculty public and not operated for profit.;~~

~~F7. Gross receipts or proceeds derived from sales or services which the municipality is prohibited from taxing under the laws of the state or under the laws of the United States.;~~
~~or gross receipts or proceeds from the transportation, loading, unloading or storing of cargo from vessels or aircraft in foreign or interstate commerce, or on goods in transit or awaiting and being processed for shipment;~~

~~G8. Gross receipts or proceeds derived from carrier sales made directly to consumers or users Sales of newspapers or any other periodicals.;~~

~~H9. Gross receipts or proceeds derived from sales, rentals and services by or to the United States Government, or the state of Alaska, or any of their agencies, instrumentalities or any political subdivisions and federally recognized Indian tribes. This exemption does not apply to the following: thereof, including the city; provided, however, that 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;~~

A. Sales of gaming by federally recognized Indian tribes, political subdivision, and municipalities; or

B. Retail sales, services, or rentals by the city as follows:

1. Sewer and water utility sales, services and rentals;

2. Palmer Municipal Airport sales, services and rentals;
3. Palmer Museum and visitor sales;
4. Rents for commercial properties owned by the city.

~~I~~10. Dues or fees to nonprofit clubs, labor unions or fraternal organizations.;

~~J. Real estate agent's gross receipts received on behalf of the owner and derived from sale of real property, but excepting the real estate agent's fee earned as commission for sale of such property, which fee or commission shall be taxable up to the maximum taxable amount set out in PMC 3.16.030(C);~~

~~K~~11. Sales of admission tickets for school entertainments, school athletic events and activities (excluding, without limitation, those of the type described in PMC 3.16.040(I)) conducted for charitable purposes or community benefits. Retail sales by a school sanctioned activity group raising funds for its approved purpose. This exemption does not apply to sales of gaming.

~~L~~12. Bulk sale of feed, seed and fertilizer to farmers.;

~~M~~13. Sales of air, train, boat, cruise line or bus tour transportation, car rentals, or accommodations, or admission to entertainment events, where the service is provided outside the city, and fees or commission related to such sales. where the underlying service is provided outside the city, and commissions related to such sales;

14. Sales related to orbital space facilities, space propulsion systems, space vehicles, satellites or stations, to the extent of the exemption required by AS 29.45.650(h).

~~N~~15. Medical services. Receipts from filling of doctors' prescriptions by licensed pharmacists;

16. Medical equipment and supplies and prescribed by a health care provider licensed to practice in the state of Alaska. Sales and rentals of hearing aids, crutches, wheelchairs and personal apparatus specifically manufactured for a patient.

~~O~~17. Prescription Sales of drugs prescribed by a health care provider licensed to practice in the state of Alaska for human consumption. and medicines for use in hospitals and clinics;

18. Food coupons, food stamps and other allotments issued under 7 U.S.C. 2011 through 2036 (Food Stamp Program) or food instruments, food vouchers or other type of certificate issued under 42 U.S.C. 1786 (Special Supplemental Food Program for Women, Infants and Children).

19. Gross receipts or proceeds received by those schools that comply with AS 14.45.100 through 14.45.130, to include religious schools and other private schools, that are derived from the provision of educational services to children at least five years of age; provided, however, such gross receipts or proceeds for other services, to include without limitation, education services to children less than five years of age and day care for children of any age, are not exempt from the tax, except to the extent such comparable services are provided for free by the Matanuska-Susitna Borough School District to children similarly situated;

20. U.S. postage; and shipping and freight hauling services that originate in the city, but the end destination is outside the city limits. Excluding warehouse, storage services, and delivery services that begin and end within the city.

21. Sales of transportation service by taxicabs, limousine companies, and rideshare companies.

22. Sales of goods and services provided under warranty or service contract, whether performed by the manufacturer or authorized representative of the manufacturer, and charged to a third-party warrantor for repairs, major maintenance, or both. The initial purchase of warranty or service contract would be taxed at the time of purchase. Any portion of repair paid by the customer through a deductible or other means would not be exempt under this section.

23. The following sales and services by banks, savings and loan associations, credit unions and investment banks:

1. Services associated with any deposit accounts, including service fees, NSF fees and attachment fees,
2. Fees for the purchase of bank checks, money orders, travelers' checks and similar products for payment,
3. Loan fees and points associated with loan transactions,
4. Pass-through charges on loan transactions which include sales tax, and
5. Services associated with the sale, exchange or transfer of currency, stocks, bonds and other securities;

24. Sales of aviation fuel (Jet A, Jet B, low lead and others) at the Warren "Bud" Woods Palmer Municipal Airport.

B. The following transactions are exempt from sales tax; provided; that the buyer presents to the seller at the time of the sale transaction a valid certificate of exemption applicable to the transaction, issued to the buyer under PMC 3.16.055.

1. Sales to wholesale or retail dealer in the property sold, for the purpose of resale by the dealer located or making sales inside the city and registered with a city business license.

2. Sales of raw material to manufacturer located or making sales inside the city and registered with a city business license, which raw materials becomes an ingredient of component part of a manufactured product or container thereof or is consumed in the manufacturing process.

3. Sales of tangible personal property that either will be consumed in the course of construction or become part of real property, and rentals of equipment or services by a licensed contractor under AS 8.18, to an owner of real property for use in the original construction of, or renovations to, improvements to real property located in the city. This exemption does not apply to sales of tangible personal property, or rentals of equipment, that are to be used in the repairing or maintaining real property.

4. Sales of tangible personal property that either will be consumed in the course of construction or become part of real property, and rentals of equipment or services by a licensed contractor under AS 8.18, to a person licensed as a contractor under AS 8.19 for use in the original construction, or renovations to, improvements to real property. The exemption does not apply to sales of tangible personal property, or rentals of equipment, that are to be used in repairing or maintaining real property.

~~P5. Subject to PMC 3.16.055(A), sSales of food supplies to cafes, restaurants and other establishments where food is sold to the public for use in the normal course of business of cafes, restaurants and other food service such establishments;~~

~~Q6. Subject to PMC 3.16.055(A), sSales of food supplies to hospitals, institutions housing children's homes having six or more residents charges, recreational camps and schools located inside the city and registered with a city business license.~~

~~R. Construction Materials:~~

~~1. Subject to PMC 3.16.055(A), sales of tangible personal property which property is to be used in the construction of or renovations to improvements to real property and is to be physically incorporated into and to become a part of the real property. Among other things, this subsection does not include tangible personal property used for repairs or maintenance (and thus materials for repairs or maintenance shall be subject to tax, unless otherwise exempted).~~

~~2. Subject to PMC 3.16.055(A), sales of tangible personal property to a person currently and duly licensed as a contractor under AS 8.18, which property is to be used in the construction of or renovations to improvements to real property and is to be physically incorporated into and to become a part of the real property;~~

~~S. Services by an individual which do not exceed \$1,500 per calendar year of January 1st to December 31st and are not licensed by the state;~~

~~T. Food coupons, food stamps and other allotments issued under 7 U.S.C. 2011 through 2036 (Food Stamp Program) or food instruments, food vouchers or other type of certificate issued under 42 U.S.C. 1786 (Special Supplemental Food Program for Women, Infants and Children). For purposes of this subsection, the value of a food stamp allotment paid in the form of a wage subsidy as authorized under AS 47.25.975(b) is not considered to be an allotment issued under 7 U.S.C. 2011 through 2036 (Food Stamp Program);~~

~~U. Gross receipts or proceeds received by those schools that comply with AS 14.45.100 through 14.45.130, to include religious schools and other private schools, that are derived from the provision of educational services to children at least five years of age; provided, however, such gross receipts or proceeds for other services, to include without limitation, education services to children less than five years of age and day care for children of any age, are not exempt from the tax, except to the extent such comparable services are provided for free by the Matanuska-Susitna Borough School District to children similarly situated;~~

~~7. Sales, rentals and services to a church that is organized as a nonprofit corporation under the laws of the state of Alaska.~~

~~8. Services sold for resale when the services are directly integrated into services or goods sold by the buyer located within the city and registered with a city business license, to another purchaser in the normal course of business; provided , that the services are purchased separately for resale, and the services is identified, charged for and billed separately without markup from any other services.~~

~~V. Subject to PMC 3.16.055(A), purchases of utility services (other than cable television), including the installation and connection charges and fees, by an organization holding a current, valid 501(c)(3) or 501(c)(4) exemption letter from the Internal Revenue Service;~~

~~W9. Subject to PMC 3.16.055(A), sSales, services and rentals to a person buyer that the Internal Revenue service recognizes as an organization described in Section 501(c)(3) or 501 (c)(4) of the Internal Revenue code; provided, that the sale, rental or service is not for use in an "unrelated trade or business" of the person, as the term is defined in Section 513 of the has a current, valid 501(c)(3) or 501(c)(4) exemption ruling from the Internal Revenue Code Service;~~

~~X10. Subject to PMC 3.16.055(A), sSales, services and rentals made by a person seller that the Internal Revenue Service recognizes as an organization described in Section 501(c)(3) or 501(c)(4) of has a current, valid 501(c)(3) or 501(c)(4) exemption ruling from the Internal Revenue Code Service; provided, that this exemption does not apply to the following:~~

- ~~1. Sales, services, rentals, and gaminges of chance including pull tabs occurring at the fairgrounds of the Alaska State Fair a fair with annual attendance over 50,000 people, and~~
- ~~2. Sales, services or rentals made on a regular basis from a fixed location that is open more than 20 hours per week,;and~~
- ~~3. Sales, rental or services is not part of an "unrelated trade or business" as the term is defined in section 513 of the Internal Revenue Code.~~

~~Y. The following sales and services by banks, savings and loan associations, credit unions and investment banks:~~

- ~~1. Services associated with any deposit accounts, including service fees, NSF fees and attachment fees;~~
- ~~2. Fees for the purchase of bank checks, money orders, travelers' checks and similar products for payment;~~
- ~~3. Loan fees and points associated with loan transactions;~~
- ~~4. Pass through charges on loan transactions which include sales tax, and~~
- ~~5. Services associated with the sale, exchange or transfer of currency, stocks, bonds and other securities;~~

~~Z. Sales of aviation fuel (Jet A, Jet B, low lead and others) at the Warren "Bud" Woods Palmer~~

Municipal Airport.

3.16.055 Sales tax certificate of exemption.

~~A.—No sales in the city shall be exempted from sales tax under PMC 3.16.050(Q), (R), (S), (W), (X), and (Y) unless and until the person obtains from the director of finance a certificate of exemption.~~

~~BA. A person shall~~ may apply to the ~~director of finance~~ director for a certificate of exemption that is required for an exemption from sales tax under PMC 3.16.050(B) on a form approved by the ~~director of finance~~ director. This application shall be accompanied by any applicable fee that is required in the current adopted budget. The ~~director of finance~~ director may require additional information ~~from~~ of the applicant as necessary to determine whether the application should be granted, ~~including without limitation documentation of Internal Revenue Service recognition of the applicant as an exempt organization, or the organization of a church as a nonprofit corporation under the laws of the state of Alaska. A certificate of exemption is issued for a calendar year, and expires on December 31 of the calendar year for which it was issued.~~

~~CB. The director of finance~~ director may revoke a certificate of exemption after notice to the holder of the certificate and a hearing, if the ~~director of finance~~ director finds that the holder of the certificate:

1. Gave materially false information when applying for the certificate of exemption;
2. Used the certificate of exemption in a transaction that was not exempt from sales tax under PMC 3.16.050;
3. Permitted the use of the certificate of exemption by a person other than an authorized agent or employee of the holder of the certificate; or
4. Ceased to be entitled to exemption from sales tax.

~~DC. Prior to revocation of a certificate of exemption, the holder of the certificate shall be provided a notice of the alleged violation not less than 15 days prior to the proposed effective date of revocation of the certificate. The person or entity to whom the certificate was issued may request a hearing before the city manager regarding the alleged violation by filing a written request with the city prior to the effective date for revocation. If requested, the hearing shall be held within 20 days after the date of receipt of the request, and the certificate shall not be revoked prior to the hearing date. If the director of finance revokes a person's license, that person is not exempt from paying sales tax under PMC 3.16.050 until the person obtains a new certificate of exemption, which may not occur sooner than one year after the revocation.~~

~~D. A decision under subsection (C) of this section revoking a certificate of exemption may be appealed to the superior court as provided in the Alaska Rules of Appellate Procedure.~~

~~E. If a certificate of exemption is revoked, a new certificate may not be issued to the same person or entity for a period of one year from the date of revocation.~~

~~EF. If the director of finance~~ director revokes a person's certificate of exemption license, that person must pay sales tax, interest, penalties, etc., on all sales made to or by the person which were not duly exempt.

~~D.—A contractor duly licensed under AS 8.18 may obtain a sales tax certificate of exemption for one calendar year upon payment of the fee established in the current, adopted budget.~~

~~E.—A buyer who proposes to undertake the construction of or renovations to improvements to real property within the city may, at the time of applying and receiving the building permit, apply for a certificate of exemption and pay the sales tax in the amount established by the current, adopted budget in the year in which the building permit is issued. The buyer may renew the certificate for only one additional calendar year for an additional amount which will be collected based on the current, adopted budget, and after that year purchases for the original construction shall not be exempt.~~

3.16.056 Determination whether transaction is exempt.

A. A seller shall determine in the first instance whether a sale is exempt under this chapter. However, if the seller incorrectly determines that a sale is exempt, the seller is liable to the city for the uncollected tax.

B. If the seller determines that a transaction is not exempt, but the buyer believes the transaction to be exempt, then they buyer may protest the tax by paying the tax at the time of the sale and filing a written statement of protest with city no later than 30 days after the date of the sale. The seller shall collect the protested tax at the time of the sale.

C. If the seller determines that a sale is exempt, the seller can request a determination on whether a sales is exempt by filing a written statement of protest with the city, no later than 30 days after the date of the sale. The seller shall continue to collect the tax at the time of the sale until the seller received a determination from the city.

D. The finance director will rule on each protest by sending to the buyer or seller a written determination on the protest. If the protest is allowed, a refund of the sale tax paid will be remitted to the seller with the determination.

E. Either the buyer or seller may appeal the finance director's determination by requesting a hearing within 15 days after service of the notification of determination under subsection (D) of this section. A hearing requested shall be conducted before the city manager. After the hearing, the city manager conducting the hearing shall serve the decision on the protestor by delivering the notice to the protestor's address of record.

3.16.065 Collection of sales tax. ~~Application of sales tax payments.~~

A. Pursuant to this Code, taxes imposed shall be due and paid by the buyer to the seller 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 seller to collect the taxes from the buyer and hold those taxes in trust for the city. Failure by the seller to collect the tax shall not affect the sell's responsibility for payment to the city.

~~A.—Payments on sales tax accounts shall be applied to the earliest delinquent amount due, first to accrued penalty, second to accrued interest and then to sales tax payments owed by the seller.~~

B. Sales tax may be collected in one of two methods and notice of the sales tax collection must be posted at seller's premises:

1. The seller shall add the sales tax to the price or charge for the sale, rental or services, showing the tax as a separate and distinct item on any receipt, invoice, statement of account, or other records of transaction. The sales tax on more than one separately priced item may be shown as a total on the aggregate price of all items sold or rented, or services rendered, in a single transaction.

2. The seller shall include the tax in the sale or purchase price and remit to the city an amount equal to the seller's gross receipts divided by 1.0(sales tax number) and multiplied by the sales tax percent in lieu of stating sales tax separately and adding it to the sales price. If a seller chooses this method, a notice to customers must be displayed, stating, "All prices includes the (percent) of City of Palmer sales tax".

C. A seller may not assume, fail to add to the price or charge for a sale, rental or service, or refund to the buyer all or part of the sales tax, or advertise or represent to any person that the seller will do so.

D. Sales tax on sales of gaming and sales from coin-operated machines is not added to the sales price and collected with each transaction but is computed and paid as provided in PMC 3.16.040.

~~Amounts of delinquent sales tax, interest or penalty that have been reduced to judgment, are the subject of a confession of judgment, or are the subject of a written payment agreement between the city and the seller are payable as provided in the judgment, confession of judgment or payment agreement, respectively, and, except as provided otherwise in the judgment, confession~~

of judgment or payment agreement, thereafter cease to be subject to the further accrual of interest or penalty under this chapter.

3.16.070 Seller accountability.

Upon collection by the seller of the taxes imposed in this chapter, title to the collected taxes shall vest in the city. All taxes collected are city moneys, and the seller holds the money in trust for the city and is at all times accountable to the city for such moneys. Collection of any tax or taxes, interest, administrative costs and penalties due and payable to the city under this chapter may be enforced through civil action brought in any court of competent jurisdiction. Every sale which is made within the city, unless explicitly exempted by this chapter or a subsequent ordinance, shall be presumed to be subject to the tax imposed under this chapter in any action to enforce the provisions of this chapter.

3.16.080 Taxable sales and sales tax returns.

A. A seller shall prepare a sales tax return for each calendar month on forms provided by the city. The sales tax return shall state the total amount of seller's sales, rentals and services; the amounts of the seller's exempt and taxable sales, rentals and services; and the amount of sales tax that is due from the seller. The seller shall submit on or with the return such additional information as the city may require to determine the amount of the sales tax due for the month. The seller shall prepare the return and remit sales tax to the city on the same basis, cash or accrual, that the seller uses in preparing its federal income tax return. The seller shall sign the return, and transmit the return, with the amount of sales that it shows to be due, to the city.~~*Taxable Sales.*~~

B. If a seller has sales from prior year's taxable revenue within the city under \$150,000.00 and has remitted timely filings for one calendar year; that seller may request a change in filing status on forms provided by the city. This request must be approved by the finance director before the status can be changed to a quarterly filer.

C. The completed

~~1. Except as provided in subsections (B) and (C) of this section, every seller with annual taxable sales of \$250,000 or more based on the prior year's taxable revenue and new businesses, on or before the last business day of each month, shall make out a return for the preceding month.~~

~~a. The sales tax return, and the related remittance of sales tax, is due and must be received, not merely postmarked, by the city not later than 5:00 p.m. on the last business day of the month immediately following the month for which the return was prepared.~~

~~b. The failure of the United States Postal Service or any private delivery service to make timely delivery of a sales tax return or the related remittance of sales tax shall not excuse an untimely filing or remittance. 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~~

D. If the last day of the month following the end of the filing period falls on a Saturday, Sunday, federal holiday or state holiday, the due date will be extended until the next business day, immediately following, however, not later than 5:00 p.m.

E. Any seller holding a city of Palmer business license shall file a sales tax return even though no tax may be due. The return shall show why no tax is due.

F. The finance director may require a seller that fails to submit a sales tax return or remit taxes when due to submit tax returns and remit taxes more frequently than monthly/quarterly.

G. 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. Failure to provide such documentation may invalidate that portion of the claim of exemption for which no documentation is provided.

~~2. Except as provided in subsections (B) and (C) of this section, every seller with annual taxable sales of between \$100,000 and \$249,999.99 based on the prior year's taxable revenue, shall submit a sales tax return on or before the last business day of the month following the end of the quarter year ending March, June, September, and December.~~

~~a. The sales tax return, and the related remittance of sales tax, is due and must be received, not merely postmarked, by the city not later than 5:00 p.m. on the last business day of the month immediately following the quarter for which the return was prepared.~~

~~b. Failure of the United States Postal Service or any private delivery service to make timely delivery of a sales tax return or the related remittance of sales tax shall not excuse an untimely filing or remittance.~~

~~3. Except as provided in subsections (B) and (C) of this section, every seller with annual taxable sales of below \$100,000 based on the prior year's taxable revenue, shall submit a sales tax return on or before the last business day of the month following the end of the half year ending June and December.~~

~~a. The sales tax return, and the related remittance of sales tax, is due and must be received, not merely postmarked, by the city not later than 5:00 p.m. on the last business day of the month immediately following the quarter for which the return was prepared.~~

~~b. Failure of the United States Postal Service or any private delivery service to make timely delivery of a sales tax return or the related remittance of sales tax shall not excuse an untimely filing or remittance.~~

3.16.081 Alaska State Fair and special events sales tax returns.

~~BA. Alaska State Fair Business License. For all sales made during and at the Alaska State Fair under a special city business license for sales at the Alaska State Fair only, the sales tax return and related remittance of sales tax, is shall be due and must be received, not merely postmarked, by the city not later than 5:00 p.m. on or before the tenth day of October in the year of the sales, on tax returns provided by the city. Each Alaska State Fair business license holder shall file a sales tax return even though no tax may be due.~~

~~CB. Special Events and Seasonal Events Business License. For all sellers only operating at special events inside Palmer city limits, the sales tax return and the related remittance of sales tax, is due and must be received, not merely postmarked, by the city not later than 5:00 p.m. on and seasonal events, the tax return shall be due on or before the last business day of the month immediately following the month the special event(s) occurred. Every Special Event business license holder shall file a sales tax return even though no tax may be due.~~

~~*D. Sales Tax Forms.*~~

~~1. All returns shall be upon forms provided by the city, setting forth the amount of all sales, rentals and services, all nontaxable sales, rentals and services, all taxable sales, rental and services, the amount of tax thereon, and such other information as the city may require, and sign and transmit the same to the city.~~

~~2. All tax returns shall show such further information as the city may require enabling the city to compute correctly and collect the tax levied in this chapter.~~

~~3. In addition to the information required on returns, the city may request, and the seller must furnish, any information deemed necessary for a correct computation of the tax.~~

~~3.16.083~~ ——— Taxes levied and interest for delinquency.

~~A.—*Late Filing Fee.* Sales tax return late filing fee will be assessed as established in the current, adopted budget.~~

~~B.—*Taxes Levied.* The tax levied, whether or not collected from the buyer, shall be paid by the seller to the city at the time of transmitting the return, and if not so paid, the tax shall immediately become delinquent.~~

~~C.—*Delinquency Costs.* In the event the tax is not paid before delinquency, as provided in this chapter, delinquency costs shall be added to the tax.~~

~~1.—Delinquency sales tax shall bear the interest established in the current, adopted budget.~~

~~2.—In addition, delinquent sales tax shall be subject to a late payment penalty established in the current, adopted budget.~~

~~D.—*Penalty.* The penalty assessed on the delinquent remittance of sales tax or for failure to file a sales tax return shall be waived by the director of finance, upon written application of the seller accompanied by a payment of all delinquent sales tax, interest and penalty otherwise owed by the seller to the city if:~~

~~1.—The seller applies for a waiver of the penalty within 30 days after the delinquency or the director of finance in his or her discretion may extend the 30-day period for good cause; and~~

~~2.—The seller has not been delinquent in their sales tax remittance within the previous 24 consecutive months.~~

3.16.085 ——— Information to be confidential.

Except as otherwise provided in this chapter, all returns, reports and information required to be filed with the city under this chapter, and all information deducible from such filed returns, reports and information shall be kept confidential and are not subject to public inspection. Except upon court order, such returns, reports and information shall be made available only to employees and agents of the city whose job responsibilities are directly related to such returns, reports and information; to the person supplying such returns, reports, and information; and to persons authorized in writing by the person supplying such returns, reports and information. The following information shall be made available to the public: The name and address of current business license holders; whether a business license holder is more than 30 days delinquent in filing returns and in remitting sales tax; and if so delinquent, the amount or estimated amount of sales tax due and the number of returns not filed. The city manager or his designee may, from time to time, publish the names of sellers delinquent in remitting sales taxes and the amount thereof. Information may also be made available to the public in the form of statistical reports if the identity of particular sellers is not revealed by the reports.

3.16.087 ——— Tax records— Inspection and audit.

The records that a seller is required to maintain under this chapter shall be subject to inspection and copying by authorized employees or agents of the city for the purpose of auditing any return filed under this chapter, or to determine the seller's liability for sales tax where no return has been filed. In addition to the information required on returns, the city may request, and the seller must furnish, any information deemed necessary for a correct computation of the tax. The city may adjust a return for a seller if, after investigation or audit, the city determines that the figures included in the original return are incorrect, and that additional sales taxes are due, and the city adjusts the return within three years of the original due date for the return.

3.16.090 **Estimated Tax** records—Final tax return.

A. In the event the city is unable to ascertain the tax due from a seller by reason of failure of the seller to keep accurate books, allow inspection, or file a return, or by reason of the seller filing a false or inaccurate return, the city 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 city has reasonable cause to believe that any information on a sales tax return is not accurate. The estimate of gross revenue shall be derived from past returns of the seller, the general economic level of the business community and, if available, returns of comparable businesses.

C. A seller's tax liability under this chapter 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 city. 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 seller waives the protection of this section.

D. The city shall notify the seller in writing, that the city has estimated the amount of the sales tax that is due from the seller including late fees, penalty and interest as applicable. The city shall serve the notice on the seller, by delivering the notice to the seller's place of business or by mailing the notice by certified mail, return receipt requested, to the seller's last known mailing address. A seller who refuses the certified mail will be considered to have accepted the certified mail for purposes of service.

E. The city's estimate of sales tax that is due from a seller shall become a final determination of the amount that is due unless the seller, within 30 calendar days after service of the notice of 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 city appealing the estimated amount in accordance with the appeal procedures; or
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 ground for granting an appeal of an assessment are:
 - a. The identity of the seller 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 seller disputed 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.

~~It shall be the duty of every seller required to make a return and pay over any tax under this chapter to keep and preserve suitable records of the gross daily sales together with invoices of purchases and sales, bills of lading, bills of sales and other pertinent records and documents which may be necessary to determine the amount of tax due under this chapter and such other records of goods, wares, merchandise and other subjects of taxation under this chapter as will substantiate and prove the accuracy of such returns. It shall also be the duty of every seller who makes exempt sales to keep records of such sales, which shall be subject to examination by the city or any authorized employee thereof while engaged in checking or auditing the records of any seller required to make a report under the terms of this chapter. All such records shall remain in the city and be preserved for a period of three years after payment of the taxes, unless the city has authorized, in writing, their destruction or disposal at an earlier date, and shall be open to examination at any time by the city or any authorized employee or agent thereof while engaged in checking such records. The burden of proving that a sale, rental or service was not taxable shall be upon the seller.~~

~~Any seller who filed or should have filed a sales tax return for the prior month shall file a return for the current month even though no tax may be due. This return shall show why no tax is due~~

and, if the business is sold, the name of the person to whom it was sold. If any seller sells, leases or otherwise disposes of his business, he shall make a final sales tax return within 15 days after the date of sale.

~~3.16.095~~ ——— ~~Liability of third parties.~~

~~A. If any seller sells, assigns, transfers, conveys, leases, forfeits, abandons or otherwise disposes of the business or accounts receivable, then the purchaser, successor, transferee, lessee, assignee, creditor or secured party shall withhold a sufficient portion of the purchase money or loan to pay the amount of such sales taxes, penalties, administrative costs and interest as may be due and unpaid to the city and to pay such to the city. If the purchaser, assignee, transferee, lessee, successor, creditor or secured party fails to withhold from the purchase money or loan, or fails to otherwise provide for or make the payment of the taxes, interest, administrative costs and penalties owed by the business as provided in this chapter, then the purchaser, assignee, transferee, lessee, successor, creditor or secured party shall be personally liable, jointly and severally with the seller, for the payment of the taxes, penalties, administrative costs and interest accruing and unpaid to the city on account of the operation of the business of any former owner, owners, operators or assigns. This section is in addition to any rights of the city arising under AS 45.06.101 et seq.~~

~~B. 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 the 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 said 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.~~

3.16.100 **Returns – filing contents.** ~~Collection upon sale.~~

A. Every seller required by this chapter to collect sales tax shall file with the city upon forms furnished by the city a return setting forth the following information: ~~The tax levied under this chapter shall be paid by the buyer, and it shall be the duty of every seller to collect from the buyer the full amount of the tax, except that the tax on receipts or proceeds from various mechanical devices as provided in PMC 3.16.150 shall be paid by the operator thereof.~~

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. Such other information as may be required by the city.

B. Each tax return remitted by a seller shall be signed by a responsible individual who shall attest to the completeness and accuracy of the information on the tax return. ~~Every seller shall add the amount of the tax levied by this chapter to the total sale price, and the tax shall be stated separately on any sales receipts or slips, rent receipts, charge tickets, invoices, statements of account or other tangible evidence of sale. When so stated, the tax shall constitute a part of such price and shall be a debt from the buyer to the seller until paid and shall be recoverable at law in the same manner as other debts.~~

C. The city reserves the right to reject a filed return for failure to comply with the requirements of the Chapter. The city shall give written notice to a seller that a return has been rejected, including the reason for the rejection. Seller shall be charged the fee established in the adopted budget for failure to collect the tax required by this chapter.

3.16.110 Refunds.

- A. No sales tax refund shall be made unless the claimant complies with the requirements to obtain a sales tax refund set out in this section.
- B. A claim for a refund of sales taxes paid for exempt sales shall be denied unless the claimant complies with PMC 3.16.120.
- C. A claim for refund of sales taxes over collected must be requested by the claimant in writing to the city within one year of the date of the sale; and if the claimant is a seller, and the tax refund is owed to any buyer, the seller submits, and city approves, a refund plan to all affected buyers.
- D. A claim for refund overpaid in error because of a mistake on the face of a sales tax return must be requested by the claimant in writing to the city within one year of the due date of the return and the claimant files an amended return pursuant to the requirements of this chapter.

3.16.120 Amended returns. ~~City manager regulation promulgation authority.~~

- A. A seller may file an amended sales tax return with supporting documentation, and the city may accept the amended return, but only in the following circumstances:
 - 1. The amended return is filed within one year of the original due date for the return; and
 - 2. The seller provides a written justification for requesting approval of the amended return; and
 - 3. The seller held a current city business license for the period for which the amended return was filed and filed an original return for that period; and
 - 4. The seller agrees to submit to an audit upon request of the city.
- B. The city shall notify the seller in writing if it rejects an amended return, including the reasons for any rejection.

~~The city manager may take any action necessary or appropriate to the implementation of this chapter by promulgation of regulations which may include the adoption of forms. Such regulations or any proceedings adopted by the city manager are effective at the time indicated by him, but are subject to revision or repeal by the city council at the next meeting following their effective date or at the time that the council acts thereon.~~

3.16.130 Extension of time to file tax return.

Upon written application of the seller, stating the reasons therefor, the finance director may grant an extension of time for filing a sales tax return and remitting the sale tax if the seller, provides each of the following:

- 1. For reasons beyond the seller's reasonable control, the seller has been unable to maintain in a current condition the books and records that contain the information required to complete the return; and
- 2. Such extension is a dire necessity for bookkeeping reasons and would avert undue hardship upon the seller; and
- 3. The seller has a reasonable plan to cure the problem that caused the seller to apply for an extension, the seller agrees to proceed with diligence to cure the problem; and
- 4. At the time of the application, the seller is not delinquent in filing any other sales tax returns or in remitting sales tax to the city.
- 5. No such extension shall be made retroactively to cover existing delinquencies.

3.16.140 Audits.

- A. Any seller who has a business license with the city, who is required to collect and remit sales tax, or who is required to submit a sales tax return is subject to a discretionary audit at any time. The purpose of such an audit is to examine the business records of the seller in order to determine whether appropriate amounts of sales tax revenue have been collected by the seller

and remitted to the city.

B. The city is not bound to accept a sales tax return as correct. The city may make an independent investigation of all retail sales or transactions conducted within the city.

C. The records that a seller is required to maintain under this chapter shall be subject to inspection and copying by authorized employees or agents of the city for the purpose of auditing any return filed under this chapter, or to determine the seller's liability for sales tax where no return has been filed.

D. In addition to the information required on returns, the city may request, and the seller must furnish, any reasonable information deemed necessary for a correct computation of the tax.

E. The city may adjust a return for a seller if, after investigation or audit, the city determines that the figures included in the original return are incorrect, and that additional sales taxes are due; and the city 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 city may conduct investigations, hearings and audits and may examine any relevant books, papers, statements, memoranda, records, accounts or other writings of any seller at any reasonable hour on the premises of the seller and require the attendance of any officer or employee of the seller. Upon written demand by the city, the seller shall present for examination, in the office of the finance director, such books, papers, statements, memoranda, records, accounts and other written material as may be set out in the demand unless the city and the person upon whom the demand is made agree to presentation of such materials at a different place.

G. The city may issue a subpoena to compel attendance or to require production of relevant books, papers, records or memoranda. If any seller refuses to obey any such subpoena, the city may refer the matter to the city's attorney for an application to the district or superior court for an order requiring the seller to comply therewith.

H. Any seller or person engaged in business who is unable or unwilling to submit their records to the city shall be required to pay the city for all necessary expenses incurred for the examination and inspection of their records maintained outside the city.

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 City, upon completion of an audit, discovers more than five hundred dollars (\$500) in additional sales tax due from a seller resulting from a seller's failure to accurately report sales and taxes due thereupon, the seller 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 city at the time of the conclusion of the audit.

3.16.150 Protest. ~~Public statement of tax required—Exception for coin-operated machines.~~

A. If the seller wishes to dispute the amount of the estimate, or the results of an examination or audit, the seller must file a written protest with the finance director, within thirty (30) calendar days of the date of the notice of estimated tax or results from an audit or examination. The protest must set forth:

- 1- The seller's justification for reducing or increasing the estimated tax amount, including any missing sales tax returns for the periods estimated: or
- 2- The seller's reasons for challenging the examination or audit results.

B. Upon receipt of the protest, the finance director shall present the protest to the city manager for processing.

C. The city manager shall advise the seller of a date certain for an informal meeting or hearing with the seller and informally review the protest, make written findings and state reasons for the decision. The city manager may require that the seller submit to an audit, if one was not previously conducted or a more formal audit, if an estimation audit was previously performed.

D. The city manager shall make a final written determination on the seller's protest and mail a

copy of the determination to the seller by certified mail, return receipt requested, to the last known mailing address of the seller.

E. 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 shall be final, due and payable to the city.

~~A seller shall not advertise or hold out or state to the public or to any buyer, directly or indirectly, that the tax payment or any part thereof imposed by this chapter will be assumed or absorbed by the seller or that it will not be added to the sales price or that it will be refunded or absorbed in whole or in part. The seller shall, whenever feasible, separately state the tax to the buyer on each taxable transaction. When not feasible to state separately, the seller shall prominently display a sign indicating the imposition of the tax. The revenue from a coin-operated machine shall be treated in gross on a monthly basis, without reference to the amount paid or played on a particular transaction.~~

3.16.160 Penalties and interest of late filing. ~~Liability for payment—Protest of tax.~~

A. A late filing fee of twenty-five dollars (\$25) per filing period shall be added to all late-filed sales tax reports in addition to interest and penalties. seller shall determine in the first instance whether a sale is exempt under this chapter; however, if the seller incorrectly determines that a sale is exempt, the seller is liable to the city for the tax just as if he had collected it.

B. Delinquent sales tax bear interest at the rate of fifteen percent (15%) per annum until paid. If the seller determines that a transaction is not exempt, but the buyer believes the transaction to be exempt, then the buyer may protest.

~~1.—A buyer who protests the payment of the tax levied under this chapter shall pay the tax with the sales price and shall deliver to the city director of finance and to the seller a written statement of protest within five working days of the sale that identifies the sale, rental or service that is the subject of the tax protested, the amount of tax paid, the buyer's and seller's name, mailing address and telephone number and the basis for the protest.~~

~~2.—The city director of finance, after investigation (if necessary) and after consultation with the city attorney, will rule on each protest and send to the buyer a notice that his claim has been allowed or disallowed within 30 days of receipt of the statement by the city. If the claim has been allowed, a refund will be remitted with the notice. In the event the claim is disallowed, the buyer may seek review thereof by the city manager within 30 days. Unless such review is sought within such time, the decision of the city director of finance is final.~~

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 finance director, upon written application of the seller accompanied by a payment of all delinquent sales tax, interest and penalty otherwise owed by the seller, within forty-five (45) calendar days after the date of delinquency. A seller may not be granted more than one (1) waiver of penalty under this subsection in any one calendar year.

G. All subsequent payments shall be applied first to penalty, then to accumulated interest, and then to the oldest tax owed.

3.16.170 Repayment plans. ~~Tax return—Extension of time.~~

~~The city manager may, in his discretion, upon written application duly made, grant an extension~~

of time for filing returns and remitting the tax each month to any seller, provided:

A. The city may agree to enter into a repayment plan with a delinquent seller. No repayment plan shall be valid unless agreed to by both parties in writing. That such extension is a dire necessity for bookkeeping reasons and would avert undue hardship upon such seller; and

B. A seller shall not be eligible to enter into a repayment plan with the city if the seller has defaulted on a repayment plan in the previous two (2) calendar years. That such seller is not delinquent in any payment of tax or filing of returns or otherwise in violation of this chapter; and

C. The repayment plan shall include a secured promissory note that substantially complies with the following terms: Provided further, that no such extension shall be for more than 21 days each month.

1. The seller 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 oldest tax owed.

2. The seller agrees to pay the balance of the tax, penalty and interest owed in monthly installments over a period not to exceed two (2) years.

3. 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.

4. If the seller is a corporation or a limited liability entity the seller agrees to provide a personal guarantee of the obligations under the repayment plan.

5. The seller agrees to pay all future tax bills in accordance with the provisions of this chapter.

6. The seller 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 city at the time the repayment plan is signed. The seller shall be responsible for the cost of recording the tax lien.

D. If a seller fails to pay two (2) or more payments as required by the repayment plan agreement, the seller shall be in default and the entire amount owed at the time of default shall become immediately due. The city will send the seller a notice of default. The city may immediately foreclose on the sales tax lien or take any other remedy available by law. No such extension shall be made retroactive to cover existing delinquencies.

3.16.180 Seller record retention. Estimated tax-

A. A seller shall maintain records of transactions supporting the information that the seller submits on sales tax returns, including without limitation records of daily gross receipts from sales, rentals and services, invoices of purchases and sales, bills of lading and bills of sale. A seller shall maintain records of transactions that are exempt from sales tax, including information that will substantiate the claim of exemption. The seller shall maintain all such records for a period not less than three full calendar years, except to the extent that the city has authorized in writing their destruction or disposal at an earlier date.

B. If insufficient detail exists within a seller's business records to substantiate retail sales exemptions, such sales will be reclassified as taxable sales and subject to sales tax collection and remittance.

C. The seller shall immediately notify the city of any fire, theft or other casualty which prevents the seller's compliance with this chapter. The casualty constitutes a defense to any penalty and/or fee provided in this chapter if determined to be the proximate cause of the failure to comply for a given reporting period but does not excuse the seller from liability for taxes due. Accidental loss of funds or records is not a defense against the penalties and/or fees of this chapter.

A.—In the event that the city is unable to ascertain the tax due to be remitted by a seller by reason of seller's failure to keep accurate books, to allow inspection, or to file a return or seller's falsification of records, the city may make an estimate of the tax due based on any information

~~available to it. Notice of the estimate of tax due shall be furnished the seller, and the amount therein stated shall become final 33 days thereafter for the purposes of determining liability of seller to the city, unless the seller earlier files an accurate return, supported by satisfactory records, indicating a lesser liability, or unless the city proves a greater liability within six years from the date the final estimate is established. A seller shall immediately notify the city of any fire, theft or other casualty which would prevent his complying with this chapter. Such casualty constitutes a defense to any penalty provided in this chapter but does not excuse the seller from liability for taxes due. Accidental loss of funds or records is not a defense under this section.~~

~~B.—Nothing in this section shall prevent the city from filing and maintaining an action to collect any taxes collected or which should have been collected in addition to any penalty assessed. In such action, the estimated tax due made by the city shall be prima facie evidence of the amount payable.~~

3.16.190 Cessation or transfer of business. ~~Delinquent taxes—Notice.~~

~~A. A seller that ceases to engage in business in the city without a transfer of business shall file with the city a business license closure form, a final sales tax return and remit any sales tax due, for the period ending on the date that the seller ceases to engage in business in the city, not later than thirty (30) calendar days after that date. Whenever any seller fails to submit the required return, or such return is reasonably believed by the city to contain incorrect reporting, the city may notify such seller in writing by certified mail, return receipt requested.~~

~~B. A seller that transfers its business in the city shall provide the transferee with written notice of the transferee's obligations, if any, to the city not less than 15 days before the effective date of the transfer, but neither the seller's failure to give notice nor the transferee's failure to receive notice shall relieve the transferee of any such obligations. The seller shall file with the city a business license closure form, a final sales tax return and remit any sales tax due, for the period ending on the effective date of the transfer, not later than 30 days after the effective date, and provide a copy of the return to the transferee. The seller shall also file proof that it provided the transferee with written notice of any obligations owed to the city. The seller shall have 15 days to provide evidence that the seller's reporting is correct such as the seller's books, sales receipts, papers, records and other memoranda pertaining to gross revenue and the determination of sales tax liability and in the event of noncompliance by the seller the city may forthwith take such legal action as provided for in this chapter.)~~

~~C. The transferee of a business, with written consent of the owner, shall obtain from the city before the effective date of the transfer an estimate of the delinquent sale tax, penalty and interest, if any, owed by the seller as of the date of the transfer, and shall withhold that amount from consideration payable for the transfer, until the seller has produced a receipt from the city 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 city for the lesser of the amount of the delinquent sales tax, penalty and interest due from the seller as of the date of the transfer, and the amount that the transferee was required to withhold.~~

~~D. In this section, the term "transfer" includes the following:~~

- ~~1. A change in voting, or in more than fifty percent (50%) of the ownership interest in a seller 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 seller; or~~
- ~~3. The initiation of a lease, management agreement or other arrangement under which another person becomes entitled to the seller's gross receipts from sales, rentals or services.~~

3.16.200 Use of information on tax returns. ~~Lien for tax, interest and administration costs and penalties.~~

~~A. Except as otherwise provided in this chapter, all returns, reports and information required to be filed with the city under this chapter, and all information contained therein, shall be kept~~

confidential and shall be subject to inspection only by:

1. Employees and agents of the city 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.

~~The tax, interest, penalties and administrative costs imposed under this chapter shall constitute a lien in favor of the city upon the assets, including all real and personal property, of every person making taxable sales within the city. The lien arises upon delinquency and continues until the liability for the amount is satisfied or the property of the delinquent person is sold at foreclosure sales. When recorded, the sales tax lien has priority over all other liens except (1) liens for property taxes and special assessments; (2) liens that were perfected before the recording of the sales tax lien for amounts actually advanced before the recording of the sales tax lien; (3) mechanics' and materialmen's liens for which claims of lien under AS 34.35.070 or notices of right to lien under AS 34.35.064 have been recorded before the recording of the sales tax lien.~~

~~B. The city 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. may file a notice of lien in the manner provided for federal tax liens under AS 40.19; provided, that in addition to the rights afforded thereunder, the city's sales tax lien shall attach to all seller's personal property, whether tangible or intangible, located in the recording district in which the lien is filed regardless of where the seller resides. The city may record subsequent notices of lien for amounts due after the recording of a previous notice of lien. The city may also record amended notices of lien to correct any errors or to provide notice of the then current principal amount owing.~~

~~C. Notwithstanding subsection (A) of this section, the following information is available for public inspection: The notice of lien for real property shall set out:~~

1. The name and address of a the seller who holds a current city business license;
2. Whether a business license holder is more than 30 days delinquent in filing a return or remitting sales tax; and if so delinquent the number of returns not filed. The principal amount owing at a stated date; and
3. A statement that penalty, interest and administration costs are also owing.

~~D. The city may publish the name of any seller that is delinquent in remitting sales tax, and the delinquent amount thereof. The city also may provide the public statistical information related to sales tax collection, provided that no information identifiable to a particular seller is disclosed. Within 10 days after filing the notice of lien or amended notice of lien, the city shall mail a copy of the notice by certified mail, return receipt requested, to the last known address of seller; provided failure to so mail the copy shall not void the lien nor lessen its priority.~~

3.16.210 Violations. Delinquent taxes—Foreclosure—Time limit.

~~A. A seller that fails to file a sales tax return or remit sales tax when due, in addition to any other liability imposed by this chapter, shall pay to the city all costs incurred by the city to determine the amount of the seller's liability or to collect the sales tax, including without limitation, reviewing and auditing the seller'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 city as required by this chapter shall be liable to the city for the amount that should have been collected or remitted, plus any applicable interest and penalty.~~

~~C. Pursuant to AS 29.45.650, the city may cause a sales tax lien to be filed and recorded against all real and personal property of a seller to secure the payment of sales tax, interest,~~

penalty and costs of collection. The finance director shall cause notice of the lien to be recorded with respect to the property of a seller when the city finds that the seller is delinquent in remitting sales tax to the city. The notice shall state of the name of the seller, the amount of delinquent sales tax, interest, penalty and cost of collection owed by the seller as of a specified date. Within 10 days after filing the notice of lien, the city shall mail a copy of the notice by certified mail, return receipt requested, to the last known address of the seller; provided, that failure of the city to mail the notice or of the seller to receive it shall not affect the validity or priority of the lien.

- D. In addition to other remedies discussed in this chapter, the city may bring a civil action to:
1. Enjoin a violation of this chapter. On application for injunctive relief and a finding of a violation or threatened violation, the superior court shall enjoin the violation.
 2. Collect delinquent sale tax, penalty, interest, fees and costs of collection, either before or after estimating the amount of sales tax due under PMC 3.16.090.
 3. Recover a civil penalty of \$1,000.00 for each violation of this chapter.
 4. Foreclose a recorded sales tax lien as provided by law.

E. All remedies hereunder are cumulative and are in addition to any others existing at law or in equity.

~~The city attorney, at the request of the city council, may file an action to foreclose the lien of the city for the tax upon property and rights to property, real or personal, and sell the same, applying the proceeds thereof to the payment of the tax, interest, penalty, administration costs and the costs of foreclosure. The action shall be commenced and pursued in the manner provided for the foreclosure of liens by AS 09.45.170 through 09.45.220; provided, however, upon commencement, the city shall provide written notice of the action to all persons having an interest of record in the property being foreclosed or persons in possession of the property. The action may be commenced at any time within six years after the lien arises.~~

3.16.220 Penalties for violations. ~~Delinquent taxes—Foreclosure—Sale of property—Redemption.~~

~~A. A buyer or seller who knowingly or negligently submits false information in a document filed with the city is subject a penalty fine as established in the current, adopted budget. The city council may collect taxes, with interest and penalties, by distraint, seizure and private sale of the property of the seller who fails to pay them within 10 days after service or mailing of the notice of delinquency. The council may levy upon, or, by warrant issued by it, authorize any peace officer to levy upon, seize or sell all property, except that upon which the seller claims an exemption pursuant to law, belonging to the seller, for the payment of the amount due, with interest and penalty for nonpayment, and also of a further amount sufficient for the fees, costs and expenses of the levy.~~

~~B. A seller who knowingly or negligently falsifies or conceals information related to its business activities with the city is subject to a penalty fine as established in the current, adopted budget. When distraint is made as provided in this section, the peace officer charged with the collection shall make or have made an account of the property distrained, a copy of which, signed by owner or possessor of the property, or at his dwelling or usual place of business, if a person of suitable age and discretion can be found, or if the taxpayer is a corporation or other type of organization, then with an officer, manager, general agent, or agent for process, with a note as to the amount demanded and the time and place of sale. The peace officer shall immediately publish a notice of the time and place of sale, together with a description of the property distrained, in a newspaper published in the city and, in the discretion of the council, have the notice publicly posted in three public places within five miles of the place where the sale is to be held, one of the notices to be posted at the post office nearest the place where the sale is to be made. The time of sale shall be not less than 10 nor more than 60 days from the date of the notification to the owner or possessor of the property, and the place proposed for the sale shall not be more than five miles from the place of making the distraint. The sale may be adjourned from time to time by the peace~~

officer if he considers it advisable, but not for more than 90 days in all. When the property is advertised for sale under the distraint, the peace officer making the seizure shall proceed to sell the property at public auction, offering the property for sale at not less than a fair minimum price as established by the city manager, to the highest cash bidder, but reserving the right, if the amount bid is less than the fair minimum price so established, to declare the property to be purchased by him for the city. Property so purchased by him may thereafter be sold under regulations prescribed by the city, or otherwise used for city purposes.

C. A person who knowingly or negligently provides false information when applying for a certificate of exemption is subject to a fine as established in the current, adopted budget. The property distrained shall be restored to the owner or possessor if, before the sale, payment of the amount due is made to the peace officer charged with the collection, together with the fees and other charges; but in case of nonpayment, the peace officer shall proceed to sell the property at public auction. The owner of real property sold under this section, his heir, executor, administrator or successor or a person in his behalf may redeem the real property sold or a particular tract of the real property at any time within two years after the sale thereof; the property or tract may be redeemed upon payment to the purchaser or, if he cannot be found, then to the city for the use of

the purchaser, his heirs or assigns, the amount paid by the purchaser and interest on it at the rate of eight percent per year. In the case of property sold, the peace officer conducting the sale shall give to the purchaser a certificate of sale on payment in full of the purchase price. In the case of real property, the certificate shall set out the real property purchased, the amount of taxes for which the same was sold, the name of the purchaser and the price paid for it. In the case of real property sold under this section and not redeemed in the manner and within the time provided in this chapter, the city manager shall execute to the purchaser of the real property at the sale a tax deed to the real property so purchased by him, reciting the facts set forth in the certificate. Such tax deed shall be delivered to the purchaser (including the city when it is the purchaser) upon demand after the period of redemption has expired.

D. A seller 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 fee of \$25.00 for each sales tax return not timely filed.

E. A seller who fails or refuses to produce requested records or to allow inspection of their books and records shall pay to the city a penalty equal to three (3) times any deficiency found or estimated by the city with a minimum fine established in the current, adopted budget.

F. A seller who falsifies or misrepresents any record filed with the city is guilty of an infraction and subject to a penalty fine as established in the current, adopted budget.

G. Misuse of an exemption card is a violation and subject to a fine as established in the current, adopted budget.

H. Nothing in this chapter shall be construed as preventing the city from filing and maintaining an action at law to recover any taxes, penalties, interest and/or fees due from a seller. The city may also recover attorney's fees in any action against a delinquent seller.

3.16.230 — Certificate of sale — Other than real property.

In all cases of sale of property under this chapter, other than real property, the certificate of sale:

A.— Is prima facie evidence of the right of the peace officer to make the sale, and conclusive evidence of the regularity of his proceedings in making the sale;

B.— Transfers to the purchaser all right, title and interest of the delinquent in and to the property sold;

C.— When the property consists of shares of stock, is notice (when received) to the corporation, company, or association to record the transfer on their books and records in the same manner as if the stock were transferred or assigned by the party holding the stock in lieu of an original or prior certificate, which original or prior certificate is void, whether cancelled or not;

~~D.—Where the subject of the sale is security or other evidence of debt, is a good and valid receipt to the person holding it, as against a person holding or claiming to hold possession of the security or other evidence of debt.~~

~~3.16.240 ——— Certificate of sale — Real property.~~

~~In the case of a sale of real property under this chapter:~~

~~A.—The deed of sale given under the provisions of this chapter is prima facie evidence of the facts stated in it; and~~

~~B.—The deed is considered and operates as a conveyance of all the right, title and interest that the party delinquent had in and to the real property sold as of the time of the lien of the city attached to it.~~

3.16.250 **City manager regulation promulgation authority.** ~~Delinquent taxes—Seizure of additional property—Chapter nonexclusive.~~

~~The city manager may take any action necessary or appropriate to the implementation of this chapter by promulgation of regulations which may include the adoption of forms. Such regulation or any proceedings adopted by the city manager are effective at the time indicated by him, but are subject to revision or repeal by the city council at the next meeting following their effective date or at the time that the council act thereon.~~

~~If property seized and sold under distraint is not sufficient to satisfy the claim of the city for which distraint or seizure is made, the peace officer may, thereafter, and as often as is necessary, proceed to seize and sell in like manner any other property liable to seizure of the delinquent party against whom the claim exists until the amount due from the delinquent party, together with all expenses, is fully paid. A person in possession of property or rights to property which is subject to distraint upon which a levy is made shall, upon demand by the peace officer making the levy, surrender the property or rights to the peace officer, unless the property or right is, at the time of the demand, subject to a previous attachment under judicial process. A person who fails or refuses to so surrender the property or rights is personally liable to the city in a sum equal to the value of the property or rights not so surrendered, but not exceeding the amount of the taxes, penalty, interest and costs. All persons shall, on demand of a peace officer about to distraint or having distrained on property, or rights of property, exhibit all books containing evidence or statements relating to the subject of distraint or the property or rights of property liable to distraint for the tax due. The provisions of this chapter are not exclusive but are in addition to all other existing remedies provided by law for the enforcement of a levy and collection of taxes of the city.~~

~~3.16.260 ——— Violation — Remedies.~~

~~A.—The seller who fails to timely remit sales tax to the city shall pay the city all costs of collection, to include without limitation, actual reasonable attorney's fees, costs and audit fees incurred for collection, whether or not court action is commenced. This amount of fees and costs is in addition to the fee set out in subsection (C) of this section.~~

~~B.—Each of the following acts or omissions, when intentional, constitutes an ordinance violation and subjects the violator to a civil penalty. Such an act or omission is intentional when it continues after notice from the city to the seller or seller's agent that such act or omission is an ordinance violation. Each act or omission set forth in this section constitutes a separate violation, and each day that a violation of this chapter continues constitutes a separate violation:~~

- ~~1.—Failure to obtain a current business license by a seller;~~
- ~~2.—Making sales either without a current, valid business license or while the seller's business license is suspended;~~
- ~~3.—Failure to file a sales tax return or failure to remit sales taxes when due;~~
- ~~4.—Falsification or misrepresentation of any record or fact provided to the city under this~~

~~chapter or required to be kept by this chapter, if used to mislead the city tax authorities;~~

~~5. Failure to correct a falsification or misrepresentation of any record or fact provided to the city concerning sales tax;~~

~~6. Failure of a seller to allow the inspection at reasonable times of records required to be kept by this chapter; and~~

~~7. Failure of a seller to keep and preserve records required to be kept under this chapter.~~

~~C. For continuing violations, the fee established in the current, adopted budget shall be paid to the city.~~

~~D. The city may request the court to enjoin a seller from violating any provision of this chapter. On application for injunctive relief and a finding of a violation or threatened violation, the superior court shall grant the injunction.~~

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

~~3.16.270 — Refund of sales tax — Interest.~~

~~A. If, through error or otherwise, a taxpayer pays to the city sales taxes to which the city is not entitled by law, the taxpayer may, within one year from the due date of the tax, apply in writing to the city director of finance for a refund.~~

~~B. If the application for refund of tax, and where applicable interest at eight percent per annum as well, does not exceed in the aggregate \$500.00, the city director of finance may, upon approval by the city attorney and an audit of the applicant's account, refund to the applicant the said tax, and, where applicable, interest as well.~~

~~C. If the city director of finance determines a refund is not due or is not due in the amount claimed, then the taxpayer may appeal to the city manager within 30 days as provided in PMC 3.16.280.~~

~~D. The procedure set forth in this section is the recognized procedure whereby a refund may be made; and the taxpayer must first duly comply with this section and PMC 3.16.280 as conditions precedent to bringing a suit to recover said taxes. Any person who has not timely availed himself of these procedures shall be deemed to have waived any right to such refund as well as the right to recover said tax and interest.~~

~~E. Any claim for refund shall be filed with the city director of finance within one year from the date of payment of the tax. The failure to file a claim for refund within the time allowed shall forever bar the claim. (Ord. 15-022 § 4, 2015; Ord. 10-019 § 12, 2010; Ord. 445 § 13, 1992)~~

~~3.16.280 — Appeal.~~

~~A taxpayer may appeal a decision of the director of finance to the city manager in accordance with the provisions of this section.~~

~~A. The taxpayer has the right to a hearing before the city manager.~~

~~B. The taxpayer's request for a hearing must be in writing, signed by the taxpayer (or counsel therefor) and delivered to the city manager within 30 days of receipt of written notice of the director of finance's decision. Taxpayer's failure to request a hearing within the time and manner provided shall be deemed a waiver of his or her appeal rights and to any appellate review to which he or she might have otherwise been entitled; and the director of finance's decision becomes final.~~

~~C. If the taxpayer duly delivers his or her request for hearing, the city manager will hold a hearing within 15 days from the date of receipt of the request. The city manager may extend in writing the hearing date, but no extension of more than 30 days shall be granted. The city manager shall duly notify the taxpayer of the date, time and place of the hearing.~~

~~D. The taxpayer at his or her own expense may be represented by counsel.~~

~~E. The hearing shall be open to the public.~~

~~F. The city manager may attain the services of an attorney or other person to assist him or her in conducting the hearing and making the decision.~~

~~G.—All testimony shall be under oath. The proceedings shall be tape recorded. Upon written request, the taxpayer is entitled to a copy of the tape at no charge. The taxpayer or representative and the director of finance or representative may examine and cross-examine witnesses. The city manager or representative may also question witnesses. Exhibits may be introduced. The rules of evidence need not be strictly followed. Irrelevant or unduly repetitious evidence may be excluded. The factual record is closed at the close of the hearing. The city manager may continue the hearing for good cause.~~

~~H.—The order of presentation will be:~~

- ~~1.—Brief opening statement by the director of finance;~~
- ~~2.—Brief opening statement by the taxpayer, which is optional;~~
- ~~3.—Presentation of evidence by director of finance;~~
- ~~4.—Presentation of evidence by taxpayer;~~
- ~~5.—Rebuttal as necessary;~~
- ~~6.—Argument by director of finance;~~
- ~~7.—Argument by taxpayer;~~
- ~~8.—Rebuttal argument by director of finance.~~

~~I.—The taxpayer must prove by a preponderance of the evidence the factual basis upon which he or she is relying.~~

~~J.—Within 10 working days from the conclusion of the hearing, the city manager shall render a written decision which shall be effective immediately or according to its terms.~~

~~K.—A taxpayer who is dissatisfied with the city manager's decision may appeal it to the superior court in Palmer only. Said appeal must be filed within 30 days of taxpayer's receipt of the decision. Taxpayer's failure to appeal within this time constitutes a waiver of his or her appeal rights and the city manager's decision becomes final.~~

3.16.300 Alaska uniform remote seller sales tax code adopted by reference.

The city adopts by reference the Alaska Uniform Remote Seller Sales Tax Code (code) and Supplemental Definitions of the Alaska Remote Sellers Sales Tax Commission, as the code currently exists, and as may be further amended.

Section 4. Effective Date. Ordinance No. 20-002 shall take effect upon adoption by the city of Palmer City Council.

Passed and approved this ____ day of _____, 2020.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

ALASKA REMOTE SELLER SALES TAX CODE

XX.XX.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.

XX.XX.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.

XX.XX.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.

XX.XX.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.

XX.XX.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.

XX.XX.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.

XX.XX.070 – Remote Seller and Marketplace Facilitator Registration Requirement

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

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

XX.XX.80.-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.

XX.XX.90.- 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.

XX.XX.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.

XX.XX.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.

X XX.XX.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.

XX.XX.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.

XX.XX.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.

XX.XX.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.

XX.XX.160. – Penalties and Interest for Late Filing

- A. A late filing fee of twenty-five dollars (\$25) per month (or quarter) shall be added to all late-filed sales tax reports in addition to interest and penalties.
- B. Delinquent sales tax bear interest at the rate of fifteen percent (15%) per annum until paid.
- C. In addition, delinquent sales tax shall be subject to an additional penalty of 5% per month, or fraction thereof, until a total of 20% of delinquent tax has been reached. The penalty does not bear interest.
- D. Fees, penalties and interest shall be assessed and collected in the same manner as the tax is assessed and collected, and applied first to fees, penalties and interest, second to past due sales tax.
- E. The filing of an incomplete return, or the failure to remit all tax, shall be treated as the filing of no return.
- F. A penalty assessed under this section for the delinquent remittance of sales tax or failure to file a sales tax return may be waived by the Commission, upon written application of the remote seller or marketplace facilitator accompanied by a payment of all delinquent sales tax, interest and penalty otherwise owed by the remote seller or marketplace facilitator, within forty-five (45) calendar days after the date of delinquency. A remote seller or marketplace facilitator may not be granted more than one (1) waiver of penalty under this subsection in any one calendar year. The Commission shall report such waivers of penalty to the taxing jurisdiction, in writing.

XX.XX.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.

XX.XX.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.

XX.XX.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.

XX.XX.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.

XX.XX.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.
 - 3. 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.

- E. In addition to other remedies discussed in this Code, the Commission may bring a civil action to:
 - 1. Enjoin a violation of this Code. On application for injunctive relief and a finding of a violation or threatened violation, the superior court shall enjoin the violation.
 - 2. Collect delinquent sales tax, penalty, interest and costs of collection, either before or after estimating the amount of sales tax due.
 - 3. Foreclose a recorded sales tax lien as provided by law.
- F. All remedies hereunder are cumulative and are in addition to those existing at law or equity.

XX.XX.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.

XX.XX.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.

XX.XX.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.

XX.XX.250. – Definitions

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

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

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

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

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

“Goods for resale” means:

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

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

- (a) Directly or indirectly, through one or more affiliated persons in any of the following:
 - (i) Transmitting or otherwise communicating the offer or acceptance between the buyer and remote seller;
 - (ii) Owning or operating the infrastructure, electronic or physical, or technology that brings buyers and remote sellers together;
 - (iii) Providing a virtual currency that buyers are allowed or required to use to purchase products from the remote seller; or
 - (iv) Software development or research and development activities related to any of the activities described in (b) of this subsection (3), if such activities are directly related to a

physical or electronic marketplace operated by the person or an affiliated person; and

(b) In any of the following activities with respect to the seller's products:

- (i) Payment processing services;
- (ii) Fulfillment or storage services;
- (iii) Listing products for sale;
- (iv) Setting prices;
- (v) Branding sales as those of the marketplace facilitator;
- (vi) Order taking;
- (vii) Advertising or promotion; or
- (viii) Providing customer service or accepting or assisting with returns or exchanges.

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

“Monthly” means occurring once per calendar month.

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

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

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

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

A seller that establishes a physical presence within the local taxing jurisdiction in any calendar year will be deemed to have a physical presence within the local taxing jurisdiction for the following calendar year.

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

- A. When the product is not received or paid for by the purchaser at a business location of a remote seller in a Taxing Jurisdiction, the sale is considered delivered to the location where receipt by the purchaser (or the purchaser's recipient, designated as such by the

purchaser) occurs, including the location indicated by instructions for delivery as supplied by the purchaser (or recipient) and as known to the seller.

- B. When the product is received or paid for by a purchaser who is physically present at a business location of a Remote Seller in a Taxing Jurisdiction the sale is considered to have been made in the Taxing Jurisdiction where the purchaser is present even if delivery of the product takes place in another Taxing Jurisdiction. Such sales are reported and tax remitted directly to the Taxing Jurisdiction not to the Commission.
- C. For products transferred electronically, or other sales where the remote seller or marketplace facilitator lacks a delivery address for the purchaser, the remote seller or marketplace facilitator shall consider the point of delivery the sale to the billing address of the buyer.

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

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

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

“Receive or receipt” means

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

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

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

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

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

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

“Sales or purchase price” means the total amount of consideration, including cash, credit,

property, products, and services, for which property, products, or services are sold, leased, or rented, valued in money, whether received in money or otherwise, without any deduction for the following:

- A. The seller's cost of the property or product sold;
- B. The cost of materials used, labor or service cost, interest, losses, all costs of transportation to the seller, all taxes imposed on the seller, and any other expense of the seller;
- C. Charges by the seller for any services necessary to complete the sale, other than delivery and installation charges;
- D. Delivery charges;
- E. Installation charges; and
- F. Credit for any trade-in, as determined by state law.

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

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

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

“Tax cap” means a maximum taxable transaction.

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

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

XX.XX.260. – Supplemental Definitions.

The Commission shall promulgate Supplemental Definitions that are incorporated into this Remote Seller Sales Tax Code. Supplemental Definitions are available at www.arsstc.org. Provisions of the Supplemental Definitions that are amended, deleted, or added prior to or after

the effective date of the latest amendment to this chapter shall be applicable for purposes of this chapter on the effective date provided for such amendments, deletions, or additions, including retroactive provisions.

Benefits to Local Governments

- Maintain taxing authority
- Maintain rate and exemptions
- Delegated administration to AML avoids additional or duplicative costs
- Entirely up to local government
 - Opt-in = you take advantage of Wayfair
 - Opt-out = residents don't pay sales tax
- Levels the playing field for local business – increases local economic activity
- Increased revenue for education, public safety, roads and public works
- Increases ability to respond to State cost-shifting or cuts
- Replaces revenue eroded with decrease to Community Assistance over the years

Benefits to Business

- Levels the playing field – increases local purchase potential by ensuring that local retailers aren't penalized for collecting a tax they are required to, while remote retailers have an unfair advantage in not
- These aren't new taxes – these are taxes that local residents are already paying, collected by local businesses, but not collected by remote retailers
- Keeps tax rates stable – instead of increasing taxes, applying the existing tax to remote sellers ensures that local tax rates stay stable
- Maintains current local exemptions – necessary for local control
- Local revenues improve communities – enables greater investment in local infrastructure, which supports economic activity
- On par with other states – businesses across the U.S. are complying, so Alaska is expecting similar compliance by those businesses that make sales into or within Alaska
 - This is very quickly become common practice
- Strengthens local governments – greater capacity within local governments leads to greater efficiencies
- Local taxpayers, local budgets – residents help shape annual budgets, informed by economic development

Benefits to Alaskans

- Protects residents outside boundaries – right now Alaska hasn't set up any rules of the road when it comes to remote commerce, and without a tax look up map Alaska residents may be getting taxed where they aren't supposed to
- Consistent with activities in majority of U.S. – this puts Alaska on track with the activities of other states that are benefiting from this opportunity.
- Simplifies exemptions – single point of entry and delivery for exemption certificates

Intergovernmental Agreement

- Commits the local government to participate in the Commission
- Agrees to delegate to the Commission collection of remote sales tax
- Agrees to AML administration
- Action – pass a resolution authorizing signature to the Agreement

Alaska Remote Seller Sales Tax Commission

- Local government appoints a representative
- Annual meeting and notice of all meetings
- Governed by Bylaws
- Board of seven
 - Oversees administration
 - Approves annual budget
 - Development of the Remote Sales Tax Code

Alaska Remote Seller Sales Tax Code

- Applies the local jurisdiction’s tax rate, cap and exemptions to remote sales
 - Out of state sales – if the retailer does not have a physical presence in Alaska, they are expected to comply. The Commission anticipates that this applies to between 2,500 and 3,500 retailers.
 - In-state sales – if the retailer sells into your community, collection of sales tax is expected
- Standardizes compliance – reporting, penalties, audits, late filing rules, etc.
- Criteria Threshold (otherwise known as economic nexus)
 - \$100,000 in statewide, annual gross sales; and/or
 - 200 transactions annually, in Alaska
- Hold Harmless provision
 - All retailers who use the Commission’s software aren’t liable for inaccurate information contained therein
- Remote vs. Physical
 - If the retailer has only a physical presence, remit to the local government
 - If the retailer has a physical presence but also remote sales, continue remitting local taxes to the local government and remote taxes to the Commission
 - If the retailer is a marketplace facilitator, remit to the Commission
 - If the retailer is a marketplace facilitator that provides services (i.e., lodging), remit to the local government
- Late filings
 - Late filing fee is paid to the Commission for administrative action
 - Interest owed on taxes collected accrues to the local government
 - Penalty of 5% a month accrues to the local government
- Common definitions

When does this take effect?

- The Commission has developed software that will be ready as of January 31, 2020. Upon adoption of the Remote Sales Tax Code by a local government, retailers will be notified that they should begin collection, and have 30 days to comply. As additional local governments adopt the Code, compliance will occur on a rolling basis. Assuming that the first local government adopts the Code in late January, early February, the Commission expects reporting and remittance as soon as March/April.

What about:

- Seasonal tax rate – the software will include reference applicable rate changes throughout the year, as long as there is 30 days’ notice. You will need to notify the Commission of seasonal tax rates, and the Commission will need the exact dates on an annual basis. Any tax holiday that occurs throughout the year should be noticed appropriately.
- All of our product exemptions – the Commission has established a tax variability matrix that tracks all product exemptions from all taxing jurisdictions. The exemption happens automatically within the API adopted by remote retailers or accessed via the website provided by the Commission. The Commission has adopted a common set of definitions that will assist in compliance.
- Entity-based exemptions
 - Apply to:
 - Senior exemptions – based on each local government’s definition of “senior”, when they apply. If applicable only to certain sales, the software will accommodate that variation.
 - Goods for wholesale - – these entities should be using their State of Alaska wholesale license in their purchase, which vendors they purchase from should recognize and apply tax-free status. Wholesale purchases will count toward establishing the criteria threshold for vendors selling into the state, even though taxes will not be collected. Sales and value of exemption will be reportable.
 - Churches, nonprofits, and governments - Churches, nonprofits, and governments – these are recognized entities that are tax-free, and vendors are expected to comply with federal law on tax-free sales to these entities. Sales and value of exemption will be reportable.
 - Process:
 - Development of an Exemption Certificate Registry (ECR)
 - ECR is an online system that buyers can access from any internet browser. ECR provides buyers with tools to find, create, and store exemption certificates for future use. An exemption certificate created through ECR can be reused from vendor to vendor.
 - Once a buyer’s exemption certificates are set up in ECR, these certificates can be provided to vendors in various ways. From ECR, certificates can be emailed, downloaded, uploaded, printed, or even sent directly to vendors’ exemption certificate management systems.
 - Vendors are still responsible for storing exemption certificates received through ECR.
 - Buyer’s responsibility - It will be up to the buyer to upload their information, including locally produced certificate, if any, into their account on the ECR. Within the ECR, the buyer will direct that information to vendors. The buyer will go through the retailer’s established process to set up an individual tax exemption within their account, including to download from the ECR the correct documentation for that retailer.

- Any inaccurate sales tax collection should be taken up first with the vendor, then brought to the Commission's attention in case of a refund being necessary.
- Monthly filing – the default filing is monthly, consistent with national trends and best practice. Vendors will have the option to file quarterly but this must be approved by the Commission.
- Quarterly filing – notify the Commission if you would like reporting and remittance to occur on a quarterly basis. The Commission will hold any remittance occurring more frequently in trust for that distribution.
- Deliveries to post office boxes within our jurisdiction – these will be treated as taxable, based on the point of delivery
- Deliveries to addresses right outside our jurisdiction – the Commission has GIS-located all addresses in Alaska, such that these types of deliveries should not be taxable, and that all taxed sales are accurate. The software contractor has verified that boundary maps with the State DCRA, and each local government should notify the Commission upon adopting the Code of any discrepancies.

Changes to current code:

- Necessary - Exemption for remote sales will need to be removed, if applicable
- Optional – update your reporting requirements, definitions, etc. based on the remote sales tax code

What happens when the local government adopts the Code?

- Local government notifies the Commission by contacting Nils Andreassen at nils@akml.org
- The Program Manager will follow up, requesting that you complete a simple form that confirms rates, exemptions, sales tax boundaries, any changes to existing code, remittance preference, etc.
- The Program Manager will ask the local government to confirm all the settings in the software as accurate
- Upon receipt of the registration form, and confirmation that settings are correct, the Commission will notify remote sellers that they will need to comply within 30 days
- The Commission will send the local government representative log-in information for the Alaska Sales Tax Portal, where they can see all returns, and the calculations that go into remittance
- On a monthly or quarterly basis, and within 10 days of the last day of the month, the Commission will remit collected taxes to the local government
- The local government will confirm receipt and accuracy of the filing and remittance
- The local government should review filings, flag any they have questions about, and send the Program Manager questioned filings
- The Program Manager will review questioned filings and upon receipt of more than three of the same vendor, request an audit of their transactions for the applicable jurisdictions
- Amended filings, or refunds necessary, will be accounted for on a rolling basis

**City of Palmer
Resolution No. 20-010**

Subject: Submitting the Question of Amending Charter Section 3.2: Terms of Office, to Limit Mayor and Councilmember Terms, to the City's Qualified Voters at the October 6, 2020, City of Palmer Election

Agenda of: March 10, 2020 – Committee of the Whole
March 24, 2020 – Public Hearing

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: City Council via Motion on 3/10/2020

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ _____

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted _____

Director of Finance Signature: 

Attachment(s):

- Resolution No. 20-010

Summary Statement/Background:

To discuss the possibility of limiting the council members to two consecutive three-year terms and the mayor to two additional consecutive three-year terms.

Matters of consideration could be:

- How Many Consecutive Years to Serve
- How Many Consecutive Years to Wait Before Serving Again
- Date Term Limits Become Effective

Palmer Charter 3.2. **Terms of Office** states the terms of two councilmen shall expire each year, except that in each third year, counting from 1963, the terms of the Mayor and of two Councilmen shall expire. When appointments are made to fill vacancies in the manner provided by Section 2.13(a) of this Charter, appointees shall qualify for and assume the duties of office within ten days after appointment, unless such time be extended for not more than sixty days by the Council.

Palmer Municipal Code Section 2.04.041. **Term of office** states the term of office of each council member shall be for three years and shall commence on the Monday following his or her election.

Palmer Municipal Code Section 2.05.030. **Term of office** states the term of office of the mayor shall be for three years and shall commence on the Monday next following his or her election.

The intent of term limits is for council members to serve no more than two consecutive terms without taking a one-year break. It is not the intent for a council member to have a break in service between serving as a council member and mayor. A member of the council whom is elected to serve as the mayor, may serve two additional terms, for a total of four, at which time a break in service is required.

LEGISLATIVE HISTORY

Introduced by: City Council
Date: March 24, 2020
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 20-010

A Resolution of the Palmer City Council Submitting the Question of Amending Charter Section 3.2: Terms of Office, to Limit Mayor and Councilmember Terms, to the City’s Qualified Voters at the October 6, 2020, City of Palmer Election

WHEREAS, Section 14.2 of the Charter of the City of Palmer provides that the Charter may be amended by proceedings commenced by the vote of four members of the Council; and

WHEREAS, Section 14.3 of the Charter of the City of Palmer provides that when an amendment to the Charter is proposed by the Council, it shall be submitted to the qualified voters of the City at any election to be held in the City not less than 60 days after its proposal by the Council; and

WHEREAS, the language of Charter Section 3.2, if approved by the city’s qualified voters will limit the terms of Mayor and Councilmembers to two three-year terms as a Council Member and no more than four three-year terms if serving consecutively as a Council Member and Mayor applicable to the Mayor and Council members first elected in 2021 and elected thereafter; and

WHEREAS, at the October 1, 2019, City’s Regular Election, the city of Palmer Council sent an advisory vote to the electorate asking if term limits should be enacted; and

WHEREAS, the majority of the electorate voted in favor of the advisory vote requesting the City Council enact term limits.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALMER, ALASKA, that:

Section 1. At the City of Palmer election to be held on October 6, 2020, the following proposition shall be submitted to the qualified City of Palmer voters in substantially the following form:

PROPOSITION NO. XXXX

AMENDMENT OF THE PALMER CITY CHARTER, CHAPTER III,
SECTION 3.2 Terms of Office

Shall Chapter III, Section 3.2 of the Charter of the City of Palmer be amended to read as follows (new language is **underlined** and **bolded** and deleted language is ~~stricken~~ and [bracketed]):

**City of Palmer
Action Memorandum No. 20-024**

Subject: Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License No. 4366 for Fred Meyer, Located at 535 E. Palmer Wasilla Highway

Agenda of: March 24, 2020

Council Action: **Approved** **Amended:** _____
 Defeated

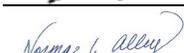
Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u></u>	_____
City Attorney	<u></u>	_____
City Clerk	<u></u>	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ Unknown

This legislation (√):

- Creates revenue in the amount of: \$ Unknown
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- Notice for License No. 4366
- Administration Review Form

Summary Statement/Background:

Fred Meyer has applied for renewal of their liquor license. State law requires local governing bodies (per AS 04.21.080, this is defined as the City Council) to review requests pertaining to liquor licenses within their municipalities. The City may voice a non-objection or may file a protest to a request.

As of the date of staffing, the Administration had not received any written comments or phone calls from the public expressing concern or support for this application.

Administration's Recommendation:

To approve Action Memorandum No. 20-024.



March 5, 2020

City of Palmer
Matanuska- Susitna Borough
Via Email: cityclerk@palmerak.org ; adam.bradway@matsugov.us ; alex.strawn@matsugov.us
permitcenter@matsugov.us

Re: Notice of 2020/2021 Liquor License Renewal Application

4366	Fred Meyer	Package Store
------	------------	---------------

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

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

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

Sincerely,

Glen Klinkhart, Director
amco.localgovernmentonly@alaska.gov

City of Palmer • Liquor License Review Form

BUSINESS NAME: Fred Meyer

OWNER: Kroger

LICENSE TYPE: Package

LOCATION: 535 E. Palmer Wasilla Hwy

Route to: Department of Finance

Department of Finance

Business License/Sales
Tax/Utilities/Assessments
Current:

Yes

No

If no, explain:

Other Comments:



Finance Director

03/09/2020

Date

Route to: Department of Community Development

Department of Community Development

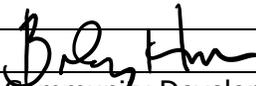
Code (PMC/Bldg/Fire)
Compliant:

Yes

No

If no, explain:

Other Comments:



Community Development Director

03/09/2020

Date

Route to: Police Department

Police Department

Excessive Calls:

Yes

No

If yes, explain:

Other Comments:



Chief of Police

March 10, 2020

Date

**City of Palmer
Action Memorandum No. 20-025**

Subject: Approving a Council Community Grant in the Amount of \$475.00 to the Organizers of the Drive Your Tractor to Work

Agenda of: March 24, 2020

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
X	Finance		_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **475.00**

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
X	Creates expenditure in the amount of:	\$ <u>475.00</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

X	Budgeted	Line item(s): <u>01-02-10-6068</u>
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: 

Attachment(s):

- 2020 Grant Application

Summary Statement/Background:

Alaska Farm Land Trust is requesting a \$475.00 (\$250 funds and \$225 In-Kind Depot usage) grant to help support costs for the Drive Your Tractor to Work event to be held in downtown Palmer. Grant funds will be used to support marketing and pay for depot usage.

Drive Your Tractor to Work has received funding from Palmer in 2019 (\$475).

The event is open to the public and is located within the city limits of Palmer and is expected to draw 100 participants to the event. A post report was provided in 2019.

In February 2014, the City Council adopted Ordinance No. 14-043, which established the Council Community Grant program. The Council also approved \$12,000.00 in the Community Council Grants line item for 2020 that would finance approved Council grants.

Legislation #	Organization	Amount	Date Approved
20-004	HPAC 2020 Winter support	\$3000	1/14/2020
20-016	MatSu Senior Center	\$1000	2/25/2020
20-017	WLTGO	\$1630	2/25/2020
20-021	Mayors Green Day		3/10/2020
20-022	Palmer Spring Classic		3/10/2020
Total 2020 Grants approved prior:			

Administration’s Recommendation:

To approve Action Memorandum No. 20-025



City of Palmer • City Manager's Office
231 W. Evergreen Avenue • Palmer, AK 99645
Phone: 907-745-3271 Fax: 907-745-0930

Council Community Grant Application

Program, service, project or event title: Drive Your Tractor to Work Day
Date(s) of program, service, project or event: May 4th, 2020

Applicant Information

Name: Alaska Farmland Trust
Address: 248 E Dahlia Ave
City: Palmer State: AK Zip: 99645
Phone: (907) 745-3336 Email: amypettit@akfarmland.com

Organization Information

Name of organization/group: Alaska Farmland Trust
Type of organization: Non-profit Volunteer community group Other

Funding Request

Amount of Request: \$ \$250 cash & in-kind Depot Rental \$225 value
Matching funds provided by applicant: \$ \$500

Project Summary Information

In the space below, provide a concise, on paragraph summary of your proposed program, service, project or event and how it promotes economic development for the City of Palmer. Alaska Farmland Trust will host the 4th Annual "Drive Your Tractor to Work Day" in

Palmer on May 4th, 2020. The event will consist of local dignitaries, famers and Palmer residents driving tractors from Glacier Valley Farm to the Palmer Pavilion & Depot.

At the Depot we we will serve a free, all Alaska Grown breakfast, thank our gathered producers for their hard work, and celebrate the upcoming season.

Project Scope of Work

Please list the steps to be taken to conduct the program, service, project or event. Be sure to address issues such as: beginning and ending date, who will work to conduct the event/project, clean-up team, where is the project going to occur (location).

The Parade of Tractors begins at Glacier Valley Farm and ends at the Pavilion and

Palmer Train Depot. Alaska Farmland Trust will coordinate the food preparation, volunteers, dignitaries, speakers, etc. The event begins at Glacier Valley Farm at 8am with arrival in downtown Palmer at 8:30am. The event will also approximately two hours and all clean-up will be complete by 12pm.

Eligibility

Describe how your program, service, project or event meets the eligibility guidelines.

Alaska Farmland Trust is a 501c3 based in Palmer. We are hosting this event to

increase awareness of and support for our agriculturalist neighbors and friends.

Farmers founded this community and continue to be an integral part of its attraction, economic base and success. This event is a low cost, high impact celebration of what makes our community different from other Alaska towns.

Matching Funding Source

Describe source of matching funding. Have alternate sources of funding been explored?

We are seeking sponsorships from MEA, MTA, local farm insurance companies and farm and implement dealerships.

Community Benefit

Please indicate how the results of your program, service, project or event will enhance economic development or generally benefit the City of Palmer. Describe the expected number of participants to be attracted by the event or project. Please explain how your organization will evaluate the community benefit of your event. Examples might include surveys, registrations, sign-in sheets, number of people served, etc.

Drive Your Tractor to Work Day will be a success if greater-Palmer residents are inspired to seek Alaska Grown products this season, learn more about a new farm product available to them, and shake the hand of someone who grew their food.

We anticipate 100 people and look forward to watching this event grow over time.

Detailed Budget

Revenue:

Source:	Cash	In-Kind	Total
City of Palmer	\$ 250	\$ 225	\$ 475
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Totals	\$	\$	\$

Expenditures:

Item/Service:	Cash	In-Kind	Total
Use of Depot	\$	\$ 225	\$ 225
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Totals	\$	\$	\$

Applications may be submitted at any time to the address listed above. Please allow at least six weeks lead time for application review and City Council agenda scheduling.

Applicant signature:

Jimmy Pettit
3/9/20

Date:

For Office Use Only

Date received by Manager's Office: _____

City Council agenda date: _____

Action Memorandum No.: _____

City Council:

Approved

Denied

Date Manager's Office notified applicant of request outcome: _____