

City of Aniak
CITY COUNCIL REGULAR MEETING
Aniak City Office
Monday, September 30, 2024 at 6:00 PM

AGENDA

I. Call to Order

II. Roll Call

AMorgan- , NKelila- , DBonanno- , CMorgan- , Staff Present:

III. Approval of Agenda

IV. Public Participation

V. Executive Session-Budgets

VI. Previous Meeting Minutes

[A.](#) July 18, 2024, Regular Meeting Minutes

VII. Reports

A. Mayor Report-D. Bonanno

B. Aniak Volunteer Fire Department - See City Manager Report

[C.](#) Public Works - F. Vaska

[D.](#) City Clerk- M. Simeon

E. Library - See City Manager Report

[F.](#) Financial Statement - L. Kameroff & Best Practices Optional Scoring Fall 2024- N. Martinez

[G.](#) City Manager - L. Kameroff

VIII. Old Business

[A.](#) Library Lease Agreement & FY25 ERATE Approval of Application

[B.](#) Road Signage on Public Roads & Work Estimate for Excavator

IX. New Business

[A.](#) Sewer Utility Customer Agreements Discussion

[B.](#) Local B&B Sales Taxes & Notice of Remote Seller Uniform Code Agreements

X. Council Comments

XI. Time and Place of Next Meeting- October 4th, 2024 Special Meeting- Canvas of Elections

October 17, 2024 Regular Meeting

XII. Adjourn

Attested:

Mayor David Bonanno *Signed: Date*

City Clerk Morgan Simeon *Signed: Date*

City of Aniak
CITY COUNCIL REGULAR MEETING
Aniak City Office
Thursday, July 18, 2024 at 6:00 PM

Meeting Minutes

- I. Call to Order** Mayor Dave Bonanno called to order at 6:04pm
- II. Roll Call**
AMorgan-P, NKelila-P, DBonanno-P, CMorgan-P
Staff Present: LKameroff, FVaska
Matt Moore-Ryan Air Station Manager
- III. Approval of Agenda** NKelila makes a motion to approve the Agenda, AMorgan seconded, all approved.
- IV. Public Participation**
- V. Previous Meeting Minutes**
 - A. June 20, 2024, Regular Meeting Minutes
AMorgan makes a motion to approve June 20, 2024 Regular Meeting Minutes, CMorgan seconded, all approved.
- VI. Reports**
 - A. Mayor Report-D. Bonanno- Was good at our last meeting, the guy came out to talk about the solar panel, look into it more and think about that. Our truck broke down and Stephen got that working, 580 has a lot of problems, Stephen won't be here, Francis is doing better. Constructive criticism is welcome. June 9th I visited the shop, then we met at the City Office. I think we should think about the signs we have around town, one of the stop signs is all whited out, everyone knows to stop there, time to get a new one. If we bring this up in our next meeting, we can have things done by September or October. LKameroff- Made it aware to the guys to work on the signs all over town. DBonanno-Can we put this on the agenda next month. I've been working on the front porch, ripped the whole left railing. Main water damage is next to the building, 2x4 and 2x8 replaced. Speaking about porches, on the library, we've shifted, so now we'll have more kids over there, we don't have two ways to get out in case of a fire, the door is all frame in and wouldn't be hard to put the steps there, NKelila- If we're doing the addition for the elder's we can probably put it in then, DBonanno- they would make carpenters steps, have the existing building, not worry about the porch, we have material as long as you stain it, it will last. I would like to have at least two people interviewed before the next meeting for the equipment operator.
 - B. Aniak Volunteer Fire Department - SCERP DEC Spill Response Letter of State Interest- Property was cleaned before DEC called, the guys were on top of it. Need to start our SCERP Meetings. See Manager Report for more information.
 - C. Public Works -F. Vaska/S. Simeon-Since my last report, the tribe has assisted with applying the Calcuim Chloride on the roads. I have been working with the guys, teaching them maintenance

on all the Equipment and Vehicles. The Chevy broke down for a few weeks, but we got it fixed. The 580 is down with bad transmission. I am currently talking with Yukon Equipment about getting it rebuilt. Also, waiting on CMI to get back to me with a quote to get the Excavator fixed. The guy grass around town when the weather is not too bad.

Report Read by DBonanno

LKameroff: Public works department has been able to help finish up with the move of offices. They recently installed the security equipment for our buildings and are in the process of moving our gazebo and the library Connex to their respective places. In the next few weeks, we will be able to post a map/diagram of our Landfill and Construction Debris of where items are to be dropped off. They have also been able to work on signage for both places as well. Stephen Simeon and I also went over the Public Works daily, weekly, monthly and annual duties and maintenance work. The Equipment Operator position has been posted. Our Levee Inspection is tentatively scheduled for July 24th. There will be 3 people from USACE attending the inspection as well as myself, Stephen, Francis and possibly Dave? So, we should have a report from them soon after.

Would like to finish setting up computers for the public works department to be able to take advantage of online trainings as their time and trainings come up.

- D. City Clerk- M. Simeon- So far, this month has been kind of slow for me with the Fourth of July beginning of the month and cutting our hours down to four days a week. Although everyday is a busy workday when in the office, there's always something to do and get done. Usually get to my meeting minutes after each meeting, and finish completing next month's meeting agenda. That way the packets and everything are ready and printed. Also, this month I will be doing telephonic training over the phone with the Division of Election Nome Office, I have a couple of residents from Aniak that are willing to assist with Voting Polls this year. Other than that, everything is the same, doing the same routine and hopefully we will have our phone lines soon. Hope everyone is enjoying the summer!

LKameroff: We have posted all City Council vacancies and sent out Declarations of Candidacy forms with our monthly statements as well as this year's Election Schedule. Morgan and the Election Committee will be attending a virtual training later this month. As of July 12th, we finally have our phone lines in working order. Everything in the office is pretty much in place, but still lots of unpacking and sorting through files to finish up. We are hoping to get the 2nd office set up soon with the new Finance Director/Clerks office, which would also be the main office for the Sewer/Roads/Public Works for now.

- E. Library – Our librarian position has been posted. I am currently waiting for Leona Morgan to return from her trip to finish up getting the library in working order. Our current lease agreement with the Catholic Diocese hasn't been approved for release yet. We still have a few items left in the old library that will be moved by the end of the month, but the Connex will need to be completely emptied out before we can have it moved off the property. The ownership of the building is still in question, but Edith Morgan and I are working on locating older documents to determine ownership. The annual reports are due for the library grants, and I will be turning them before the end of this and next month. The library internet is still down. I have contacted Seaport Telecommunications, and they are sending out our equipment and will be hiring someone in town to do the installation. But until then any patrons are welcome to stop by the office for internet use if needed. Emergency exit need stairs/ handrail built.

- F. Financial Statement June 2024 - L. Kameroff-Although this was another year of declines in revenue, we were able to scrape by in our budget. If you look at pages 8 & 9, our overall income and expenses for all departments. Even though we came out under income by \$26,000, we were able to stay under budgeted expenses for the most part. So, we basically ended the year with a \$14, 696 short fall. Which does happen during some years. We can only budget our numbers based on previous years and trends, decide on what our priority expenses are and see how the year progresses. A time allows, and before our next year’s filing requirements are due, I will be reviewing revenues and expenses for any adjustments and have for your review and approval after the new year.
- G. City Manager - L. Kameroff- This past fiscal year has been very challenging to say the least. All departments are experiencing staff changes and learning new job duties, if not more responsibilities. Admin and library staff are still up to our necks in getting our new locations set up and the Public Works department getting adjusted and learning their job duties. I am respectfully asking for the Council members’ patience as we all move into these new times for us all, it is an adjustment for sure. We still have plans in place for how the office will operate as well as making improvements to our new locations as time and budget allows. And the Public Works department needs more in-depth training and the required certifications to operate our sewer utility, landfill and equipment to run them. We are all wearing new hats and are trying our best.
Memo for employees/vacation/sick leave, pay/fuel advance/vehicle use

VII. Old Business

- A. Amended Ordinance 24-03 Sewer Rate Increase in Chapter 5.25 Section 090 Titled Sewer Rates
NKelila makes a motion to approve the Amended Ordinance 24-03 Sewer Rate Increase in Chapter 5.25 Section 090 Titled Sewer Rates, CMorgan seconded, all approved.
- B. Amended Ordinance 24-04 User Fee Rate Increase Chapter 5.27 Section 040 Titled Imposition of User Fee & Rate
AMorgan makes a motion to approve the Amended Ordinance 24-04 User Fee Rate Increase Chapter 5.27 Section 040 Titled Imposition of User Fee & Rate, NKelila seconded, all approved.
- C. Amended Ordinance 24-05 Establishment of Commercial Landfill Monthly Charge
NKelila makes a motion to approve the Amended Ordinance 24-05 Establishment of Commercial Landfill Monthly Charge, CMorgan seconded, all approved.
DBonanno read aloud and discussion ensued.

VIII. New Business

- A. Crowley Fuel Quote 8000 Gallons
NKelila makes a motion to approve the purchase of 8000 gallons of heating fuel from Crowley, AMorgan seconded, all approved.
- B. FY25 Aniak Premium Summary of Insurance Coverage
NKelila makes a motion to approve the FY25 Aniak Premium Summary of Insurance Coverage, AMorgan seconded, all approved.

IX. Council Comments

- X. **Time and Place of Next Meeting-** August 15, 2024 @ 6pm Regular Council Meeting- Our regular council meeting has been rescheduled to August 20, 2024 @ 6pm Regular Council Meeting. NKelila makes a motion to approve the rescheduled meeting date, AMorgan seconded, all approved.

XI. Adjourn- DBonanno adjourned the meeting at 756pm

Attested:

Mayor David Bonanno *Signed: Date*

City Clerk Morgan Simeon *Signed: Date*

Public Works July/August Monthly Report

It has been an eventful July. There were a few fires in the same weekend and luckily Stephen was willing to help us. We responded with our pump from Fran Brown for across the Slough and were able was able to contain it to his property. In the case of A & G shop we were called in around 2am or so. As we were working on stopping the spread, another building was partially damaged as well, but we were able to put that out as well. We have been maintaining our equipment and were able to do some cutting around the lagoon. We have been planning on winter prep as well.

We have been pretty busy throughout the month with maintaining our vehicles. We have also dealt with the airport folks (Fox Air) about renting out equipment and got them finished up. Yute also had us deal with their sewer septic setup and we also helped with few other individuals' sewer as well. We have spread gravel in the dump in the week of sun provided to us. We also moved signs around.

Francis Vaska & Public Works Crew

City Clerk Monthly Report

Feels like it's been forever since I've been at a Council Meeting. Seems like with our hours being cut down, working four days a week, and working with the manager 3 days a week makes everything seem a lot busier than before. I still have the time to get the main work done and follow up with everything. I've been reading and learning about Elections and trying to find back-up workers because I had issues with the Primary Election in August when I was out of town and returning the day of the Elections. I completed the RUBA Clerk's Management for Rural Utilities training from August 12th to the 20th, with being busy and losing a family member, and being out of town in the time being I'm so proud of myself for completing and getting my certificate. We have the REAA Election coming up on October 1st and General Election November 5th. Hopefully things will work out from here on out, sure is a busy time of year with school starting and moose hunting season, enjoy rest of your fall, stay warm!

Morgan Simeon

Section VII, Item F.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	CITY OF ANIAK MONTHLY FINANCIAL STATEMENT	FY2025 Budget	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	YTD	Balance
2	Administration Income															
3	Community Revenue Sharing	75,082													-	75,082
4	GCI Land Lease	5,400	450	450											900	4,500
5	Miscellaneous Income														-	-
6	Office Space Rental														-	-
7	Payment in Lieu of Taxes	80,000	78,976												78,976	1,024
8	Sales Tax Revenue (2%)	105,000	21,461	6,906											28,368	76,632
9	Tobacco Excise Tax	47,000	6,001												6,001	40,999
10	Total Admin. Income	312,482	106,889	7,356	-	-	-	-	-	-	-	-	-	-	114,245	198,237
11	Admin. Expenses															
12	Bank Charges and Fees	650	87	81											168	482
13	Contract Services	5,000													-	5,000
14	Dues & Membership Fees	6,000	2,287	922											3,209	2,791
15	Electric	2,000	198	53											251	1,749
16	Equipment/Materials	3,500	740												740	2,760
17	Gasoline	2,500	221	110											331	2,169
18	Health Insurance Opt. Out	13,000													-	13,000
19	Heating Fuel	5,000		486											486	4,514
20	Liability Insurance	17,000													-	17,000
21	Worker's Comp. Ins.	4,000													-	4,000
22	Lease and Rent														-	-
23	Building Maint./Ops.	3,466													-	3,466
24	Employee Life/Retirement	22,000	2,054	1,158											3,212	18,788
25	Employee Payroll Taxes	10,000	784	442											1,226	8,774
26	Gross Wages	99,000	9,736	5,263											14,999	84,002
27	Postage/Freight	800	10												10	790
28	Supplies	2,000	292	283											575	1,425
29	Telephone/Fax/Internet	6,000	535	345											880	5,120
30	Travel/Training/Per Diem	2,500		6,000											6,000	(3,500)
31	Bulk Fuel Purchase														-	-
32	Miscellaneous Expense														-	-
33	ARPA Funds														-	-
34	Total Admin. Expenses	204,416	16,944	15,142	-	-	-	-	-	-	-	-	-	-	32,086	172,330
35	Administration Net	108,066	89,945	(7,786)	-	-	-	-	-	-	-	-	-	-	82,159	25,907
36																

Section VII, Item F.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
37	CITY OF ANIAK MONTHLY FINANCIAL STATEMENT		Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	YTD	Balance
38	Fire & Police Income															
39	Animal Control		20												20	(20)
40	Donations														-	-
41	Volunteer Fire Assist. Grant														-	-
42	Previous Year Carry Over														-	-
43	Total F&P Income	0	20	-	-	-	-	-	-	-	-	-	-	-	20	(20)
44	Fire & Police Expenses															
45	Animal Control Expense														-	-
46	Contract Services														-	-
47	Electric	3,000	122	121											242	2,758
48	Equipment Diesel Fuel														-	-
49	Equipment/Materials														-	-
50	Gasoline														-	-
51	Heating Fuel	32,000													-	32,000
52	Maintence/Operations (Incl. parts)			320											320	(320)
53	Employee Life/Retirement		84												84	(84)
54	Employer Payroll Taxes		61												61	(61)
55	Gross Wages		468												468	(468)
56	Postage/Freight														-	-
57	Telephone/Fax/Internet	600	54	54											108	492
58	Travel/Training/Per Diem														-	-
59	Total Fire & Police Expense	35,600	789	495	-	-	-	-	-	-	-	-	-	-	1,284	34,316
60	Fire & Police Net	(35,600)	(769)	(495)	-	-	-	-	-	-	-	-	-	-	(1,264)	(34,336)
61																

Section VII, Item F.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
62	CITY OF ANIAK MONTHLY FINANCIAL STATEMENT		Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	YTD	Balance
63	Library Income															
64	IMLS Grant	10,000		2,803											2,803	7,197
65	Owl Grant														-	-
66	State PLA Grant	7,000	7,000												7,000	-
67	Archiving Aniak Grant														-	-
68	Office Space Rental														-	-
69	Donation Income														-	-
70	Previous year carry-over														-	-
71	Total Library Income	17,000	7,000	2,803	-	-	-	-	-	-	-	-	-	-	9,803	7,197
72	Library Expenses															
73	Bank Charges and Fees	75	7	7											14	61
74	Contract Services														-	-
75	Electric	1,000	29	29											58	942
76	Heating Fuel	7,000													-	7,000
77	Lease and Rent														-	-
78	Library Collection	3,000	164	82											246	2,754
79	Building Maint./Ops.														-	-
80	Employee Life/Retirement	4,500													-	4,500
81	Employer Payroll Taxes	3,600	14	110											125	3,475
82	Gross Wages	30,000	165	1,275											1,440	28,560
83	Postage & Freight														-	-
84	Supplies	200		584											584	(384)
85	Telephone/Fax/Internet	4,000	738	870											1,608	2,392
86	Travel/Training/Per Diem														-	-
87	Total Library Expenses	53,375	1,118	2,956	-	-	-	-	-	-	-	-	-	-	4,074	49,301
88	Library Net	(36,375)	5,882	(153)	-	-	-	-	-	-	-	-	-	-	5,729	(42,104)
89																

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
	CITY OF ANIAK MONTHLY FINANCIAL STATEMENT		Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	YTD	Balance
90																
91	Landfill Income															
92	Landfill Income	33,000	300	235											535	32,465
93	Previous Year Carry Over														-	-
94	Total Landfill Income	33,000	300	235	-	-	-	-	-	-	-	-	-	-	535	32,465
95	Landfill Expenses															
96	Equipment Diesel Fuel	5,100													-	5,100
97	Equipment/Materials														-	-
98	Maintence/Operations (Incl.	3,700	38	2,831											2,868	832
99	Employee Life/Retirement	3,500	245	23											268	3,232
100	Employer Payroll Taxes	1,750	163	43											206	1,544
101	Gross Wages	14,000	1,861	344											2,205	11,796
102	Landfill Supplies	400	38	37											75	325
103	Total Landfill Expenses	28,450	2,343	3,278	-	-	-	-	-	-	-	-	-	-	5,622	22,828
104	Landfill Net	4,550	(2,043)	(3,043)	-	-	-	-	-	-	-	-	-	-	(5,087)	9,637
105																
106	Levee Maint. Income															
107	Previous Year Carry Over			-											-	-
108	Total Levee Income	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
109	Levee Maint. Expenses															
110	Equipment Diesel Fuel			-											-	-
111	Equipment/Materials			-											-	-
112	Maintence/Operations (Incl. parts)			-											-	-
113	Employee Life/Retirement			121											121	(121)
114	Employer Payroll Taxes			98											98	(98)
115	Gross Wages			1,012											1,012	(1,012)
116	Total Levee Maint. Expenses	0	1,231	-	-	-	-	-	-	-	-	-	-	-	1,231	(1,231)
117	Levee Maint. Net	0	(1,231)	-	-	-	-	-	-	-	-	-	-	-	(1,231)	1,231
118																

Section VII, Item F.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
119	CITY OF ANIAK MONTHLY FINANCIAL STATEMENT		Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	YTD	Balance
120	Public Works Income															
121	Equipment Rental Income	2,500	610	975											1,585	915
122	Inspection Fees	500													-	500
123	ARPA Donation														-	-
124	Public Service Fee	40,000	1,670	2,032											3,702	36,298
125	Total Pub.Wks. Income	43,000	2,280	3,007	-	-	-	-	-	-	-	-	-	-	5,287	37,713
126	Public Works Expenses															
127	Building Maint./Ops.														-	-
128	Contract Services														-	-
129	Electric	1,900	59	59											118	1,782
130	Equipment Diesel Fuel	1,500													-	1,500
131	Equipment/Materials	8,000		2,785											2,785	5,215
132	Gasoline	8,000		718											718	7,282
133	Heating Fuel	22,000													-	22,000
134	Lease and Rent	7,000		6,368											6,368	632
135	Maintenance/Operations (Incl. parts)	9,000	1,486	771											2,258	6,742
136	Employee Life/Retirement	13,000	1,650	568											2,218	10,782
137	Employer Payroll Taxes	5,000	810	361											1,172	3,828
138	Gross Wages	50,000	9,298	3,069											12,367	37,633
139	Postage/Freight	700													-	700
140	Public Works Supplies														-	-
141	Total Pub.Wks Exp.	126,100	13,304	14,699	-	-	-	-	-	-	-	-	-	-	28,002	98,098
142	Public Works Net	(83,100)	(11,024)	(11,691)	-	-	-	-	-	-	-	-	-	-	(22,715)	(60,385)
143																
144	Roads Income															
145	Previous Year Carry Over														-	-
146	Total Roads Income	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
147	Roads Expenses															
148	Contract Services														-	-
149	Electric-For 6 Streetlights	2,750	118	115											233	2,517
150	Equipment Diesel Fuel	8,500													-	8,500
151	Equipment/Materials														-	-
152	Gasoline	0	153													
153	Maintenance/Operations (Incl. parts)	8,500	1,757	2,936											4,693	3,807
154	Employee Life/Retirement	3,000	322	125											448	2,552
155	Employer Payroll Taxes	1,500	207	84											292	1,208
156	Gross Wages	11,500	2,444	882											3,326	8,174
157	Postage/Freight	234	208	261											469	(235)
158	Total Roads Expenses	35,984	5,210	4,403	-	-	-	-	-	-	-	-	-	-	9,613	26,371
159	Roads Net	(35,984)	(5,210)	(4,403)	-	-	-	-	-	-	-	-	-	-	(9,613)	(26,371)

Section VII, Item F.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
	CITY OF ANIAK MONTHLY FINANCIAL STATEMENT		Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	YTD	Balance
160	Sewer Utility Income															
161	City Sewer Income	207,112	12,659	14,538											27,196	179,916
162	Miscellaneous Income														-	-
163	Total Sewer Income	207,112	12,659	14,538	-	-	-	-	-	-	-	-	-	-	27,196	179,916
164	Sewer Utility Expenses															
165	Bank Charges and Fees	1,500	152	160											312	1,188
166	Donations														-	-
167	Electric	5,000	300	297											598	4,402
168	Equipment Diesel Fuel	500													-	500
169	Equipment/Materials		237												237	(237)
170	Gasoline	3,200	667												667	2,533
171	Heating Fuel	1,500		486											486	1,014
172	Liability Insurance	11,000													-	11,000
173	Worker's Comp. Ins.	3,000													-	3,000
174	Lease & Rent	1,735													-	1,735
175	Maintenance/Operations (Incl. parts)	8,234	1,747	3,302											5,049	3,185
176	Employee Life/Retirement	14,500	903	706											1,608	12,892
177	Employer Payroll Taxes	6,500	471	383											854	5,646
178	Gross Wages	60,000	5,000	4,366											9,366	50,634
179	Postage/Freight	1,000	212	117											329	671
180	Small Claims Fees														-	-
181	Supplies														-	-
182	Telephone/Internet/Fax	3,000	438	696											1,135	1,865
183	Travel/Training/Per Diem	8,000													-	8,000
184	Total Sewer Utility Expenses	128,669	10,126	10,513	-	-	-	-	-	-	-	-	-	-	20,639	108,030
185	Sewer Utility Net	78,443	2,532	4,025	-	-	-	-	-	-	-	-	-	-	6,557	71,886
186																
187	Current Month	1	98%	52%											75%	25%
188	Including Past Due	1	11%	5%											8%	92%
189																
190																
191																
192																
193																
194																
195	TOTAL INCOME	612,594	129,147	27,940	-	-	-	-	-	-	-	-	-	-	157,087	455,507
196	TOTAL EXPENSES	612,594	51,065	51,486	-	-	-	-	-	-	-	-	-	-	102,551	510,043
197	Net Income	0	78,082	(23,547)	-	-	-	-	-	-	-	-	-	-	54,536	(54,536)
198																

Customer Outstanding Balances \$ 153,132

Employee Outstanding Balances \$ -

153,132

Section VII, Item F.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
199	CITY OF ANIAK MONTHLY FINANCIAL STATEMENT		Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	YTD	Balance
200	Total FY24 Carry Over	105,936													-	105,936
201	Sewer Savings Set Aside	-													-	-
202	Subtotal of FY24 Carryover	105,936													-	105,936
203	FY24 Carry Over Contribution to FY25 Budget	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
204	City Savings Set Aside	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
205	Carry Over Balance Left	105,936													-	105,936
206																
207	FY2024 Purchase Cost														\$ -	\$ -
208	Diesel in Gallons from FY20														-	-
209																
210	ARPA Funding Income	280,219	-												-	280,219
211	ARPA Funding Expense	280,219	270,658												270,658	9,561
212	Net Income	(0)	(270,658)	-	-	-	-	-	-	-	-	-	-	-	(270,658)	270,658
213																
214	CASH AND BANK BALANCES	Jun 24	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25		
215	Cash on Hand - 3151	670	545	503												
216	General Fund - 0699	11,001	108,310	67,674												
217	General Fund Savings- 8460	24,934	24,934	24,934												
218	Sewer Payments - 0699	57,783	48,788	73,364												
219	Grant Account - 6039	3,953	3,946	3,939												
220	Sewer Savings - 1389	31,936	31,936	31,936												
221	ARPA Funding - 4577	11,549	11,549	11,549												
222	TOTAL CASH AND BANK BALANCES	141,825	230,006	213,898	-	-	-	-	-	-	-	-	-	-		
223	Amounts for FY24 Carry-Over	-														
224																
225																
226	Financial Report Approved by:					Date: _____				Attested by: _____					Date: _____	
227																
228																
229																

Section VII, Item F.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
	CITY OF ANIAK MONTHLY FINANCIAL STATEMENT		Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	YTD	Balance
230																
231	Income Totals															
232	Animal Control Income	0	20	-	-	-	-	-	-	-	-	-	-	-	20	(20)
233	ARPA Donation		-	-	-	-	-	-	-	-	-	-	-	-	-	-
234	City Sewer Income	207,112	12,659	14,538	-	-	-	-	-	-	-	-	-	-	27,196	179,916
235	Comm.Revenue Sharing	75,082	-	-	-	-	-	-	-	-	-	-	-	-	-	75,082
236	Donation Income	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
237	Equipment Rental	2,500	610	975	-	-	-	-	-	-	-	-	-	-	1,585	915
238	GCI Land Lease	5,400	450	450	-	-	-	-	-	-	-	-	-	-	900	4,500
239	IMLS Grant	10,000	-	2,803	-	-	-	-	-	-	-	-	-	-	2,803	7,197
240	Archiving Aniak Grant		-	-	-	-	-	-	-	-	-	-	-	-	-	-
241	Sewer/Inspection Fees	500	-	-	-	-	-	-	-	-	-	-	-	-	-	500
242	Landfill Income	33,000	300	235	-	-	-	-	-	-	-	-	-	-	535	32,465
243	Miscellaneous	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
244	Office Space Rental		-	-	-	-	-	-	-	-	-	-	-	-	-	-
245	OWL Grant	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
246	PILT Payment	80,000	78,976	-	-	-	-	-	-	-	-	-	-	-	78,976	1,024
247	PLA Grant	7,000	7,000	-	-	-	-	-	-	-	-	-	-	-	7,000	-
248	Public Service Fee	40,000	1,670	2,032	-	-	-	-	-	-	-	-	-	-	3,702	36,298
249	Sales Tax Revenue (2%)	105,000	21,461	6,906	-	-	-	-	-	-	-	-	-	-	28,368	76,632
250	Tobacco Excise Tax	47,000	6,001	-	-	-	-	-	-	-	-	-	-	-	6,001	40,999
251	Volunteer Fire Assist. Grant	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
252	Previous Year Carry Over	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
253	Total Overall Income	612,594	129,147	27,940	-	-	-	-	-	-	-	-	-	-	157,087	455,507
254																

Section VII, Item F.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
255	CITY OF ANIAK MONTHLY FINANCIAL STATEMENT		Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	YTD	Balance
256	Expense Totals															
257	Animal Control Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
258	Bank Service Charges	2,225	246	248	-	-	-	-	-	-	-	-	-	-	494	1,731
259	Building Maint./Ops.	3,466	-	-	-	-	-	-	-	-	-	-	-	-	-	3,466
260	Contract Services	5,000	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000
261	Donations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
262	Dues/Membership Fees	6,000	2,287	922	-	-	-	-	-	-	-	-	-	-	3,209	2,791
263	Electric	15,650	827	673	-	-	-	-	-	-	-	-	-	-	1,500	14,150
264	Equipment Diesel Fuel	15,600	-	-	-	-	-	-	-	-	-	-	-	-	-	15,600
265	Equipment/Materials	11,500	977	2,785	-	-	-	-	-	-	-	-	-	-	3,762	7,738
266	Gasoline	13,700	1,041	828	-	-	-	-	-	-	-	-	-	-	1,869	11,831
267	Health Insurance Opt. Out	13,000	-	-	-	-	-	-	-	-	-	-	-	-	-	13,000
268	Heating Fuel	67,500	-	972	-	-	-	-	-	-	-	-	-	-	972	66,528
269	Liability Insurance.	28,000	-	-	-	-	-	-	-	-	-	-	-	-	-	28,000
270	Workers Comp. Insurance	7,000	-	-	-	-	-	-	-	-	-	-	-	-	-	7,000
271	Lease and Rent	8,735	-	6,368	-	-	-	-	-	-	-	-	-	-	6,368	2,367
272	Library Collection	3,000	164	82	-	-	-	-	-	-	-	-	-	-	246	2,754
273	Maintenance/Operations (Incl. parts)	29,434	5,027	10,161	-	-	-	-	-	-	-	-	-	-	15,188	14,246
274	Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
275	Employee Life/Retirement	60,500	5,378	2,580	-	-	-	-	-	-	-	-	-	-	7,958	52,542
276	Employer Payroll Taxes	28,350	2,609	1,424	-	-	-	-	-	-	-	-	-	-	4,033	24,317
277	Gross Wages	264,500	29,983	15,199	-	-	-	-	-	-	-	-	-	-	45,182	219,318
278	Postage/Freight	2,734	430	377	-	-	-	-	-	-	-	-	-	-	807	1,927
279	Small Claims Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
280	Supplies	2,600	329	904	-	-	-	-	-	-	-	-	-	-	1,233	1,367
281	Telephone/Internet/Fax	13,600	1,766	1,965	-	-	-	-	-	-	-	-	-	-	3,730	9,870
282	Bulk Fuel Purchase	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
283	Travel/Training/Per Diem	10,500	-	6,000	-	-	-	-	-	-	-	-	-	-	6,000	4,500
284	ARPA Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
285	Total Overall Expenses	612,594	51,065	51,486	-	-	-	-	-	-	-	-	-	-	102,551	510,043
286	Net Income	-	78,082	(23,547)	-	-	-	-	-	-	-	-	-	-	54,536	(54,536)
287																

Best Practices Score

Aniak

Optional Fall 2024

Section VII, Item F.

Category	O&M Scoring Criteria	Possible	Score	Explanation of Score	How to Improve Score	Contact	
Technical	Operator Certification	Utility has more than one operator certified to the level of the water system	10	10	System Classification: No public water system Primary Operator: <i>No certified operator required</i> Certification Level: <i>N/A</i> Backup Operator: <i>No certified operator required</i> Certification Level: <i>N/A</i> No certified operator required	N/A	ADEC Operator Certification Program 465-1139
		Primary operator is certified to the level of the water system and the backup operator holds some level of certification in water treatment or distribution	7				
		Primary operator is certified to the level of the water system and the backup operator holds no certification or there is no backup operator	5				
		Utility has one or more operators certified at some level in water treatment or distribution	3				
		Utility has no certified operators	0				
	Preventive Maintenance Plan	Utility has a written PM plan; PM is performed on schedule; records of completion are submitted on a quarterly basis and have been verified	25	25	The operator is performing important maintenance on a regular basis and keeping records. Each month, the operator is submitting maintenance records to the assigned RMW.	Full points have been awarded in this category. Continue to perform maintenance according to the PM plan and send monthly records to the assigned RMW.	Bruce Werba YKHC RMW 907-476-2104
		Utility has a written PM plan; performance of PM and record keeping are not consistent	15				
		Utility has no PM plan or performs no PM	0				
	Compliance	Utility had no Monitoring and Reporting violations during the past year	10	10	The utility had 4 Drinking Water Monitoring and Reporting violations in 2023. The community does not operate a public water system.		John Davis ADEC Drinking Water Program 907-262-8201
		Utility had up to five Monitoring and Reporting violations during the past year	5				
Utility had more than five Monitoring and Reporting violations during the last year		0					
Managerial	Utility Management Training	A person who holds a position of responsibility for management of the utility has completed a DCRA approved Utility Management course or other utility management training course within the last five years	5	5	Clara Morgan attended Elected Officials Management for Rural Utilities training on 3/2/2023.	To maintain the full points in this category, consider sending someone to one of the free RUBA trainings each year.	Nicholas Martinez DCRA RUBA Program 543-3475
	Meetings of the Governing Body	The utility owner's governing body meets routinely consistent with the local ordinance/bylaw requirements and receives a current report from the operator	5	5	Minutes were provided for the following months during this reporting period: December 2023, January, March, April, and May 2024. The water operator report was consistently included in all meeting minutes.	To maintain full points, the governing body must continue to meet according to local ordinance/bylaw and provide RUBA with meeting minutes.	
		The utility owner's governing body meets routinely consistent with the local ordinance/bylaw requirements	2				
The utility owner's governing body does not meet		0					
Financial	Budget	Utility owner and the Utility have each adopted a realistic budget and budget amendments are adopted as needed; Accurate monthly budget reports are prepared and submitted to the governing body	15	15	The utility owner has adopted and overall realistic and balanced budget; accurate monthly financial reports have been submitted and documented in the meeting minutes.	Full points have been awarded. Continue to provide RUBA accurate monthly financial reports that are submitted to the council and documented in the meeting minutes.	
		Either the Utility or the Utility owner has adopted and implemented a budget, the other has not	13				
		Either the Utility or the Utility owner has adopted a budget, but it is not being implemented	10				
		Utility owner and the Utility have not adopted a budget	0				
	Revenue	Utility is collecting revenue sufficient to cover the Utility's operating expenses and to contribute to a repair and replacement account	20	20	Financial reports show utility revenue is sufficient to cover expenses and a dedicated repair and replacement account is adequately funded	Financial reports show utility revenue is sufficient to cover expenses and a dedicated repair and replacement account is adequately funded.	
		Utility is collecting revenue sufficient to cover expenses	15				
		Utility has a fee schedule and a collection policy that is followed	5				
		Utility has no fee structure or collection policy	0				
	Worker's Compensation Insurance	Utility has had a worker's compensation policy for all employees for the past two years and has a current policy in place	5	5	Continuous coverage for the utility owner was confirmed by a Department of Labor and Workforce Development database query on 6/30/2024.	Full points have been awarded. The utility owner must maintain an active workers' compensation policy to continue receiving these points.	
		Utility has a current worker's compensation policy in place for all employees	2				
		Utility has no worker's compensation policy	0				
	Payroll Liability Compliance	Utility has no past due tax liabilities and is current with all tax obligations	5	5	Utility owner has no past due tax liabilities and is current with all tax obligations.	Utility has no past due tax liabilities and is current with all tax obligations.	
Utility owes back taxes, but has a signed payment agreement, is current on that agreement, and is up-to-date with all other tax obligations		2					
Utility is not current with its tax obligations and/or does not have a signed repayment agreement for back taxes owed		0					
CIP O&M Score	40			TOTAL SCORE	100		

Good evening, everyone!

Been awhile since our last meeting! So much has been happening at the City of Aniak! Hope for better things to come!

Fire Department- No fires reported. We have started an invitation letter regarding our SCERP meetings but have yet to set a date. We need more input from the council and of course volunteers. We will need to plan on storage of our Water Truck and possibly reach out to the Aniak Tribe on what they are planning to do with theirs once winter hits. They have been a big help with previous fire emergencies, and I'd like to make sure they wouldn't have any problems come winter with their water truck in the event they're needed again. As time allows, I will also have a lease Agreement written up for the Storage of the Ambulance. Our fuel & electricity costs to keep the building running are too much to hold up alone.

Public Works Department- 5yrd Dump Truck Sale- Spoke w/ Leonard Morgan Jr regarding sale and need to move before winter to clean up the City Shop yard. I was also asked about our 450 Cat and if we would be interested in selling? The motor works but the track slips. We haven't had much use for it. The public Works Dept has been keeping me updated on their projects weekly. When the weather is bad I have them working on building maintenance and other tasks as they come up. We are finally able to have Francis take his Sewer Utility Operator test. So hopefully before October we should be back in full compliance. Planning to have one more public works employee take this test, as well as myself, to familiarize myself with what it all entails. We are still waiting on Crowley to let us know when they will be delivering our fuel, but the guys have all our equipment ready go! I haven't received a Levee Inspection report back from the Army Corps of Engineers as of yet, but it should be soon, and I will report back to the Council. At the next meeting I will have a Resolution ready to review regarding purchasing Calium Chloride in partnership with the Aniak Traditional Council as well.

City Clerk- We have posted notices and Declaration of Candidacy forms. Elections will be October 4th for a Special Meeting to Certify the Election results. In the coming months we will be reviewing and updating our Municipal Code of Ordinances. Morgan has been finishing up scanning them into the computer and we will have them stored on a Hard Drive. I will also be working with Nick Martinez on getting our Sewer Utility Business Plan updated. We are still in the process of going through old files in the office and figuring out where everything will be filed in the office. Morgan will also be reviewing the Sewer Utility, Sales and Tobacco tax, and the Bed taxes to get Ordinance familiar with. This ordinance is very important for her to be informed of all our Ordinances and how they work.

Library- This past month we have had the library set up. Our internet is finally up and running, I am just working on getting the right filtering in place. The emergency exit steps have been put in place, thank you Dave Bonanno, and our Publics Works Department finished up the handrail and fixed the door so it is functional once again. We have cut down the number of computers for patron use but we still do not have enough room for projects or events at this time. As of September 11th, we no longer have a Librarian or a Library Tech. So, we will need to decide what to do with these openings. Due to big funding cuts, it may only be possibly to hire a Part-Time Libarian only and leave the Library Tech vacant for now.

Bookkeeper/Financial Statement & Aniak's Best Practices Optional Scoring Fall 2024-

The best Practice's he City of Aniak Score in this report was optional. Anytime The City of

Aniak can find ways to better our utility or municipality, I would like to continue to in. We have maintained our scoring through the years, now we need to find other ways to make it more efficient. We have a number of expenses that are required of us but I would like to remove some of the optional ones. We also have a washer/dryer in our office that I would also like to get rid of, so we have more space. Once we have depleted our APRA funds, I would like to close this account as well as the Grant Account (Library) due to funding cuts and everything comes out of the General Fund and is coded to whichever department.

City Manager Report- I have been very busy keeping up with weekly meetings with my staff. We continue to do our daily tasks and are getting ready for the new library & office opening. I hope to go through all our boxes and get them moved into storage once we have our new Finance Director Office cleared out and files where they belong. End of September is also the end of 3rd Quarter, so I'll be busy with Quarterly reports due. We have finally hired a Finance Director for the position, sure looking to have some relief from those duties. I am still looking at possible grant funding ideas. Mainly equipment and building upgrades for now. As well as many online training courses as they come up and my staff has time for. I was able to send out notices to the local store's about the sales taxes on other non-smoking devices. All other reporting for my side is on the agenda already so I'll save it for when it comes up. Thank you for your time and hope you've had a successful summer!

Sincerely,
Lenore Kameroff
City Manager



Lenore Kameroff <cityofaniak@gmail.com>

Re: Library lease agreement

1 message

Edith Morgan <edithmorgan.em23@gmail.com> Tue, Jul 16, 2024 at 12:14 PM
To: "Kathy M. Radich" <kradich@juno.com>, City of Aniak <cityofaniak@gmail.com>, Mike Lehnert <aniakvista@hotmail.com>, Clara Morgan <claramaldwin6@gmail.com>

Thank you for your response

On Thu, Jul 11, 2024, 11:01 PM Edith Morgan <edithmorgan.em23@gmail.com> wrote:

Good day Sr. Kathy and City of Aniak/ Lenore Kameroff,
As I explained to you during our phone conversation earlier today Lenore I've been slowly working on this email for the last 2 weeks due to putting up fish and my full time job which is very busy at the School District with year end tasks and prep for the next school year. I've been trying to research the history of the Aniak Library ground lease.

The end of June is when I normally send the City of Aniak an invoice for the July, August, September lease as per the lease agreement. The Lease ends Aug. 30, 2025 but the city would like to terminate the lease effective June 30, 2024. Sister Kathy, Do we have official word from the diocese stating the agreement is officially terminated? With no acknowledgement from the Diocese regarding the termination and how I should proceed I sent the City an invoice last weekend for the next quarter, IF it has been officially terminated they can disregard it.

The City's letter, addressed to CBNA and St. Theresa Catholic Church bx 308 in Aniak, dated 4/24/24, announced they were moving the library and wished to terminate the lease agreement. I sent a copy of their letter to you Sr. Kathy to forward to the proper person at the diocese. Has there been any response from the Diocese regarding the termination of the lease? Is there mutual agreement that this lease is to end?

Their letter states "ownership and possession of all alterations will pass to and remain with Lessor." Current city officials seem to think that the building now belongs to the church, which to my knowledge is not the case especially when the current lease states:

in paragraph 3: WHEREAS Lessor and Lessee agree that the improvements on the Property do not belong to the Lessor; and...

in paragraph 7: Use...The Lessor affirms that they do not own any of the improvements on the Property.

The lease speaks about insurance and liability to be provided by the City. In my mind if they terminate the lease and leave the building as mentioned in their letter, CBNA will have to purchase insurance for the property, not to mention heating fuel, maintenance, etc. for another building.

The lease is full of legal terms and I may not be understanding it correctly so please let me or at least the city know how to proceed. Lenore informed me that they still have to clear out some stuff from the building, empty and move the conex container, etc. from the property and hand over keys. (But does the church own it?) Please let us know what the next steps should be. Thank you.

**DO NOT SEND THIS FORM TO THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY
OR TO THE FEDERAL COMMUNICATIONS COMMISSION**

**Schools and Libraries Universal Service
Certification by Administrative Authority to Billed Entity of
Compliance with the Children's Internet Protection Act**

Please read instructions before completing.
(To be completed by the Administrative Authority and provided to your Billed Entity)

Administrative Authority's Form Identifier: _____
Create your own code to identify THIS FCC Form 479.

Block 1: Administrative Authority Information

1. Name of Administrative Authority		2. Funding Year
3. Mailing Address and Contact Information for Administrative Authority		
Street Address, P. O. Box or Route Number		
City	State	Zip Code
Name of Contact Person		
Telephone Number	Fax Number	Email Address

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Block 2: Certifications and Signature

- I am the Administrative Authority for one or more schools or libraries for which Universal Service Support Mechanism discounts have been requested or approved for eligible services. The Administrative Authority must make the required certification(s) for the purposes of the Children's Internet Protection Act (CIPA) in order to receive discounted services.
- I recognize that I may be audited pursuant to this form and will retain for at least five years (or whatever retention period is required by the rules in effect at the time of this certification) any and all records that I rely upon to complete this form.

Name of Administrative Authority _____
 Administrative Authority's Form Identifier _____
 Contact Person _____
 Telephone Number _____

Block 2: Certifications and Signature (Continued)

6. I certify that as of the date of the start of discounted services:
- a the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).
 - b pursuant to the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments:
 (FOR SCHOOLS and FOR LIBRARIES IN THE FIRST FUNDING YEAR FOR PURPOSES OF CIPA) is (are) undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA for the next funding year, but has (have) not completed all requirements of CIPA for this funding year.

 (FOR FUNDING YEAR 2003 ONLY: FOR LIBRARIES IN THE SECOND OR THIRD FUNDING YEAR FOR PURPOSES OF CIPA) is (are) in compliance with the requirements of CIPA under 47 U.S.C. § 254(l) and undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA under 47 U.S.C. § 254(h) for the next funding year.
 - c the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), does not apply because the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments is (are) receiving discount services only for telecommunications services.

CIPA Waiver. Check the box below if you are requesting a waiver of CIPA requirements for the Second Funding Year after the recipients of service under your administrative authority have applied for discounts:

- d I am providing notification that, as of the date of the start of discounted services, I am unable to make the certifications required by the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), because my state or local procurement rules or regulations or competitive bidding requirements prevent the making of the certification(s) otherwise required. I certify that the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments will be brought into compliance with the CIPA requirements before the start of the Third Funding Year in which they apply for discounts.

(CIPA WAIVER FOR LIBRARIES FOR FUNDING YEAR 2004. Check the box above if you are requesting this waiver of CIPA requirements for Funding Year 2004 for the library(ies) under your administrative authority that has (have) applied for discounts for Funding Year 2004. By checking this box, you are certifying that the library(ies) represented in the Funding Request Number(s) on this FCC Form 479 will be brought into compliance with the CIPA requirements before the start of the Funding Year 2005.)

The certification language above is not intended to fully set forth or explain all the requirements of the statute.

7. Signature of authorized person	8. Date
9. Printed name of authorized person	
10. Title or position of authorized person	
11. Telephone number of authorized person	

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PER, Paperwork Reduction Act Project (3060-0853), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0853.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

A paper copy of this form, with a signature in Block 2, Item 7, must be mailed or delivered to your Billed Entity.

Library Name: _____



RE: Letter of Agency for E-Rate Funding Year 2024 (July 1, 2025, through June 30, 2026)

This is to confirm our participation with the Department of Education and Early Development and the State of Alaska for the purposes of procurement and ordering of Internet Services and Internal Connections. I hereby authorize the State of Alaska and its appointed agents, the Department of Education and Early Development, to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company (USAC) on behalf of the undersigned library/library system. I authorize the State of Alaska to solicit bids for services on behalf of the _____ (Library Name).

I understand that in submitting these forms I am allowing the State of Alaska and its appointed agents to make certifications for the _____ (Library Name).
By signing this Letter of Agency, I make the following certifications:

- a) I certify that the _____ (Library Name) is eligible for assistance from a State Library Administrative Agency under the Library Services and Technology Act of 1996, Pub. L. No. 104-208, § 211 et seq., 110 Stat. 3009 (1996) that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary, secondary schools, colleges, or universities).
- b) I certify that the _____ (Library Name) has secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the forementioned resources are not eligible for support. I certify that to the extent that the billed entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges.
- c) I certify that no technology plan is required by FCC rules for the Internet services covered under this LOA and that the above-mentioned library has complied with the requirements of the Children’s Internet Protection Act (CIPA), as codified at 47.2.C § 254(h) and (l).
- d) I certify that the services our library purchases at discounts provided by 47 U.S.C. § 254 will be used solely for E-rate eligible purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500(et seq.).
- e) I certify that the _____ (Library Name) has and will continue to comply with all program rules, including the Children’s Internet Protection Act (CIPA) and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

- f) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

- g) I certify that the _____ (Library Name) will retain required documents for a period of at least ten years after the last day of service delivered. I certify that the library will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, we will make such records available to the Administrator. I acknowledge that we may be audited pursuant to participation in the Schools and Libraries Program.

- h) I certify that I am authorized to both procure and order telecommunications and, other supported services, for the eligible entities covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the _____ (Library Name), that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. § 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

- i) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the Schools and Libraries support mechanism.

- j) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all the cost of the supported services.

- k) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, that the information provided to the State of Alaska for E-rate submission is true. I agree to keep the State of Alaska current with contact information for my library/library system.

- l) I certify that the _____ (Library Name) will be responsible for responding to information requests made by the State of Alaska, and that the review of forms for correct information prior to submission will remain my responsibility. This library/library system recognizes that the State of Alaska efforts to secure funding may not be successful and will not hold the state accountable if for any reason funding is denied. Failure of the library/library system to supply information or written documentation as requested will negate this agreement and may result in the removal of the library/library system from subsequent funding applications.

Name of Entity: _____

Signature: _____

Date: _____
(month, day, year)

Name: _____

Title: _____

Construction Machinery Industrial

5400 Homer Drive
Anchorage, AK 99518
907-563-3822



Est. #		Section VIII, Item B.
Number	Est. Date	
1150454	09/11/2024	
Location	Customer PO	
ANC		

Bill To	Machine Owner	Machine
CITY OF ANIAK [440043] P.O. BOX 189 ANIAK, AK 99557	VILLAGE SAFE WATER & SEWER [440453] FE0658 555 CORDOVA ST ANCHORAGE, AK 995012617 907-269-7502 (contact)	Stock #: VE0131 Make/Model: VOLVO VOLVO S/N: EC160V10713 Sold on 6/29/2007 Description: VOLVO EC160BLC EXCAVATOR Total hours as of 09/11/2024: 3630.00 Total miles as of 09/11/2024: 0.00

Notes
replace main harness in the machine

Jobs						
<table border="1"> <tr> <td style="width: 20%;">Customer Approval</td> <td>SERVICE MANUAL REQUIRED AND JOB HAZARD ANALYSIS FORM (JHA)</td> <td>Estimated Cost</td> </tr> <tr> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> <td> <p>Complaint Technicians assigned to this work order must have a copy of the Service Manual Associated with the make and model of the equipment to be worked on. Prior to commencing any work the technician will have read and understood safety concerns and recommended procedures by manufacturer for the tasks associated with the work to be performed. Is a Job Hazard Analysis Form (JHA) required for the tasks on this WO? YES or NO</p> <p>Cause No cause has been found for this job.</p> </td> <td> <p>Parts: \$ 0.00 Labor: \$ 0.00 Subtotal: \$ 0.00</p> </td> </tr> </table>	Customer Approval	SERVICE MANUAL REQUIRED AND JOB HAZARD ANALYSIS FORM (JHA)	Estimated Cost	<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Complaint Technicians assigned to this work order must have a copy of the Service Manual Associated with the make and model of the equipment to be worked on. Prior to commencing any work the technician will have read and understood safety concerns and recommended procedures by manufacturer for the tasks associated with the work to be performed. Is a Job Hazard Analysis Form (JHA) required for the tasks on this WO? YES or NO</p> <p>Cause No cause has been found for this job.</p>	<p>Parts: \$ 0.00 Labor: \$ 0.00 Subtotal: \$ 0.00</p>
Customer Approval	SERVICE MANUAL REQUIRED AND JOB HAZARD ANALYSIS FORM (JHA)	Estimated Cost				
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Customer Approval	2 TRAVEL TO THE MACHINE AND BACK TO THE SHOP	Estimated Cost
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Complaint 2 TRAVEL AND POSSIBLE STAND BY TIME REQUIRED INBETWEEN FLIGHTS FOR REPAIRS ON A MACHINE IN ANIAK. TRAVEL TO ANIAK AND BACK TO THE SHOP IN ANCHORAGE. IF THERE ARE ANY ISSUES, WHEREAS WEATHER DELAYS, MECHANICAL FAILURES, STAND BY TIME DURING OR AFTER JOB COMPLETION OR WAITING ON PARTS, OR MACHINE AVILIBILITY EXC - TECHNICIAN STANDBY IS \$160 HOURLY 8 HRS PER DAY IF TECHNICIAN IS REQUIRED TO QUARANTINE, CUSTOMER IS RESPONSIBLE FOR STANDBY TIME, IF OVERNIGHT STAY- CUSTOMER WILL BE BILLED FLIGHT CHANGES, COST OF PER DIEM, LODGING AND TRANSPORTATION.</p> <p>Cause No cause has been found for this job.</p>	<p>Parts: \$ 1,625.00 Labor: \$ 2,560.00 Subtotal: \$ 4,185.00</p>

Part No.	Description	Qty	List	Ext
TRAVEL LODGING	LODGING, SHOP TRAVEL	1.00	400.00	400.00
TRAVEL PER DIEM	PER DIEM AFTER 24 HOURS	1.00	75.00	75.00

Construction Machinery Industrial

5400 Homer Drive
Anchorage, AK 99518
907-563-3822



Est. #		Section VIII, Item B.
Number	Est. Date	
1150454	09/11/2024	
Location	Customer PO	
ANC		

Part No.	Description	Qty	List	Ext
TRAVEL SHOP	SHOP TRAVEL, PLANE TICKETS, RENTAL, GAS	1.00	750.00	750.00
TRAVEL OTHER	PARKING, BAGGAGE FEES, TAXI	1.00	400.00	400.00

Customer Approval <input type="checkbox"/> Yes <input type="checkbox"/> No	3 REPLACE HARNESSSES IN THE MACHINE Complaint 3 REPLACE HARNESSSES IN THE MACHINE, REMOVE ALL ACCESS PANNELS TO GAIN ACCESS TO THE MAIN HARNESSSES, REMOVE AND REPLACE HARNESSSES ON THE MACHINE, IF THERE ARE ANY ISSUES FOUND OR REPAIRS NEEDED THAT ARE NOT IN THE SCOPE OF THE WORK ESTIMATED, AND ARE NEEDED TO COMPLETE THE REPAIRS, ANOTHER ESTIMATE WILL BE GENERATED AT THAT TIME. Cause No cause has been found for this job. Parts	Estimated Cost Parts: \$ 5,805.12 Labor: \$ 2,640.00 <hr/> Subtotal: \$ 8,445.12														
	<table border="1"> <thead> <tr> <th>Part No.</th> <th>Description</th> <th>Qty</th> <th>List</th> <th>Ext</th> </tr> </thead> <tbody> <tr> <td>14530072</td> <td>OEM HARNESS</td> <td>1.00</td> <td>4,883.62</td> <td>4,883.62</td> </tr> <tr> <td>14535882</td> <td>WIRE HARNESS</td> <td>1.00</td> <td>921.50</td> <td>921.50</td> </tr> </tbody> </table>	Part No.	Description	Qty	List	Ext	14530072	OEM HARNESS	1.00	4,883.62	4,883.62	14535882	WIRE HARNESS	1.00	921.50	921.50
Part No.	Description	Qty	List	Ext												
14530072	OEM HARNESS	1.00	4,883.62	4,883.62												
14535882	WIRE HARNESS	1.00	921.50	921.50												

Fees	Estimated Cost Shop Fee: \$ 400.00 Environmental Fee: \$ 300.00 <hr/> Subtotal: \$ 700.00
-------------	---

Total: \$ 13,330.12

****ESTIMATES ARE VALID FOR 30 DAYS**** This is a preliminary estimate. Additional charges to the estimate may be required for the actual repair. Customer is responsible for payment in full to Construction Machinery Industrial, LLC regardless of insurance coverage or reimbursement. TERMS: NET CASH or ACCOUNT. **2.5% surcharge on all VISA and MASTERCARD payments** Terms: Net 30 days; except for equipment invoices, which are due upon receipt. Returns: Authorized within 30 days of invoice date, with a minimum of 15% restocking charge plus return freight. Non-Returnable items include; hoses, gaskets, seals, electrical, & opened kits. Service charge of 1% per month assessed on all past due accounts.

Authorized Signer: _____ Date: _____

- g) Not extending the connection to any other property or party without notice to the City of Aniak.
- 2. Pay for services received according to the rate and billing schedule.
- 3. Notify the City of Aniak when service fee(s) need to be adjusted.
- 4. If a Commercial Business this would need to be updated annually _____

I, the undersigned, have read and understand the above Customer Agreement, and agree to abide by its provisions.

Printed Name of Applicant

Signature of Applicant

Date

CHAPTER 5.25: OPERATION OF SEWER UTILITY

SECTIONS:

- 5.25.010. Definitions
- 5.25.020. Governing Body
- 5.25.030. Service Area
- 5.25.040. Description of Service
- 5.25.050. Application for Service
- 5.25.060. Deposits
- 5.25.070. Main Extensions
- 5.25.080. Services
- 5.25.090. Sewer Rates
- 5.25.100. Notices
- 5.25.110. Billing and Payment
- 5.25.120. Pre-Existing Accounts
- 5.25.130. Administration and Enforcement
- 5.25.140. Discontinuance
- 5.25.150. Restoration of Services
- 5.25.160. Access to Property
- 5.25.170. Interruption of Service
- 5.25.180. Manholes and Sewer Mains
- 5.25.190. Penalties
- 5.25.200. Customer Complaints
- 5.25.210. Suspension of Rules
- 5.25.220. Easements
- 5.25.230. Accounting & Disbursement

5.25.010. Definitions

City: Wherever the word "city" is used it shall refer to the City of Aniak, Alaska, a second class City incorporated under the laws of the State of Alaska.

Applicant: Whenever the word "applicant" is used, it shall mean the person or persons, firm or Corporation making application for sewer service from the City of Aniak under the terms of this Chapter.

Customer/User: Whenever the words "customer" or "user" are used, it shall mean an applicant who has been accepted and who receives sewer services from the City. A customer agrees to abide by the terms set forth in this chapter.

City Council: Whenever the word "City Council" is used, it shall refer to the City Council of Aniak, Alaska, or its designated agent.

Customer Service Line: The customer service line shall be that part of the piping from the main line to the dwelling or point of use. [Ord. #06-1]

5.25.020. Governing Body

- A. Responsibilities: The City Council shall be responsible for setting an annual budget for costs and expenditures prepared by the City Manager, as well as payment records of consumers. The council will be responsible for setting sewer user fees, and modifications to these written sewer ordinances. The Council shall regularly review the maintenance and performance of the operation of the sewer system based on reports submitted by the Remote Maintenance Worker, the Public Health Service, Office of Environmental Health, the State of Alaska Department of Environmental Conservation, the City Manager, and any other appropriate reports and studies.
- B. Meetings: The City Council shall meet no less than once each quarter to review current utility costs, operations, finances, and user records. However, the Council will meet more

often should the Manger or Council so request. All Meetings of the Council shall be at least 3 day notice to each member and shall be open to the Public. [Ord. #06-1]

5.25.030. Service Area

The Sewer System Service Area is considered the original City of Aniak Site.

T17N R57W Sections: 1,2,3,11,12, and the N1/2 of 10, 13 and 14

T17N R56E Sections: The S1/2 of 6, all of 7, and the N1/2 of 18

The City master planned the sewer extension as defined in the "SEWER EXTENSION FEASIBILITY STUDY PRELIMINARY REPORT FOR CITY OF ANIAK, ALASKA, FINAL", JULY 1999. The Sewer Service System Service Area may be extended beyond the original City Site with approval by the RCA. [Ord. #06-1]

5.25.040. Description of Service

- A. Supply: The City will exercise reasonable diligence and care to deliver sewer service and to avoid, insofar as reasonably possible, any interruption of service. The City shall not be liable for damage resulting from interruption in service for improvements, repairs, shortages of supply, or other unforeseen circumstances; including, but not limited to, frozen or broken lines or lift station equipment. Whenever possible, and whenever time permits, all customers to be potentially affected by an interruption in service will be notified prior to interruption.
- B. Ownership of Sewer System: All sewer mains and appurtenances, except customers' service lines as defined by Section 5.25.010, herein, are the property of the City.
- C. Disposal of Sewage and Liquid Waste: It shall be unlawful for any person to dispose of sewage, liquid wastes, or human waste within the city by any method other than through the utilization of the city sewage disposal system or a state approved onsite disposal system. Any residence or inhabited business building located within 200 feet of any community sewer line shall be required to connect to the City's sewer system, provided that the building is at an elevation higher than the sewer line, unless otherwise agreed to by the City Council by resolution. An owner of a building to be served by an individual sewage system must receive an approved permit by the City council.
- D. Operation of Individual Systems. It shall be unlawful for any person to operate or maintain an individual sewage disposal system that may contaminate any source of drinking, public, or domestic water supply. Such systems shall comply with the applicable standards of the Alaska Department of Environmental Conservation (18 AAC72).
- E. Illegal Discharges. It shall be unlawful for any person to discharge sewage or other domestic wastes on the surface of the ground within the city.
- F. Alterations of Individual Systems: It shall be unlawful for any person to construct, alter or extend an individual sewage disposal system except by written authorization by the City. [Ord. #06-1]

5.25.050. Application for Service

Each applicant for sewer service shall sign an application form provided by the City Clerk giving

- A. Legal name, address of the applicant, and date of the application,
- B. Legal description and sketch of the property and building for which the sewer service is required,
- C. The name and address of the person who will install the service line from the building to be served to the city sewer systems,
- D. A description of the fixtures to be used in the structure or building,
- E. An agreement to be responsible for and pay promptly all charges for the service in accordance with this ordinance,
- F. Permission to allow the City to make the connection and grant of easement and right-of-way,
- G. Such additional information as the City Council may require to demonstrate that the proposed connection complies with this ordinance and any applicable regulations adopted by the City Council.

In signing this form, the customer agrees to abide by this ordinance. The application for service, and does not bind the City to furnish the service. [Ord. #06-1]

5.25.060. Deposits

- A. Deposits and Establishment of Credit: At the time of application for service, the Applicant shall make a deposit equivalent to the estimated bill for two months of service, plus an estimate of the cost for service installation. Should the cost of service installation exceed the deposit amount, the applicant will make an additional deposit to maintain a deposit of two months of service cash balance within two weeks following notification of the amount by the City Clerk. After a period of one year, the deposit amount will be credited towards the customer's account, and deducted from future bills, providing the account has been kept current during the previous 12-month period. In no case will the deposit be considered as a payment on account until after the initial 12 month period has passed. Should the account be closed during the 12 months, the deposit will be applied toward the closing bill, with any excess refunded to the customer.
- B. Forfeiture of Deposit: If an account becomes delinquent and it is necessary to institute legal action to recover the amount due on the account, the deposit shall be applied to the unpaid balance of the account.
- C. Amendment of Service Application: Customers desiring a material change in the size, type, character, or extent of equipment or operation which would result in a material change in the amount of effluent generated, shall give the City written notice of such change prior to the change taking place. An amended application will be filed with the City, and any changes to the rate will occur prior to the change in service occurring. All customers desiring a change in the size, location, or the number of services shall fill-out an amended application. The request for amended service may be denied should the applicant have an outstanding bill due to the City. [Ord. #06-1]

5.25.070. Main Extensions

- A. Within the City Sewer Service Area: Sewer extensions to areas or houses not currently being served with sewer shall be installed only after application has been submitted to and authorization by the City Council. An application for a permit for the construction, alteration, or extension of an individual sewage disposal system shall be made in writing to the City and shall include the following:
 - 1. Legal name and address of the applicant.
 - 2. Legal description and sketch of the property on which the construction, alteration or extension is proposed.
 - 3. Plans and specifications of the proposed sewer main and such additional information as the City may deem necessary to demonstrate that the proposed construction shall comply with this ordinance and the standards set forth by the Alaska Department of Environmental Conservation.
 - 4. Construction permit from Alaska Department of Environmental Conservation
 All extensions of sewer services may require advance payment by the applicant or a group of applicants for the cost of the extension before they can be provided by the City.
- B. Locations of Extensions, Easements, and Titles: The City will make sewer main extensions only on rights-of-way, easements, or publicly owned property. Easements or permits secured for main extensions across property not owned by the City shall be obtained by the applicant in the name of the City along with all rights and title to the main at the time of installation. [Ord. #06-1]

5.25.080. Services

- A. The customer shall own, install, and maintain the customer service line.
- B. Service Connection Charge: At the time the applicant files for service, where no service previously exists, or if he is filing for a change in service size or location, or if he is applying

for a re-connection of a service connection there shall be a charge as indicated in Section 5.25.060 (A) of this ordinance.

- C. Service Installation Procedures: All connections to the City sewer system shall be made at the expense of the customer. Costs of the connection and all appropriate regulations including the use of self-help and use of City equipment shall be established by the City Manger. The City reserves the right to determine if the customer is capable of self-installation, and the City reserves the right to bill the customer for additional work incurred by the City to correct inappropriate, deficient, or inadequate connections.
- D. Service Installation Codes: All individual sewer connections, repairs, and modifications shall be made only under the terms and conditions of the Uniform Plumbing Code currently in effect within the State of Alaska, as well as any further regulations as the City might make. Service connections are not allowed that relies upon an intertie with another existing service line, rather than a direct connection to sewer main.
- E. Customer Plumbing:
 1. The Customer’s Plumbing, which shall include the customer service line and all plumbing, piping, fixtures, and other appurtenances intended to carry sewage, wastewater, and drainage, shall comply with the plumbing code.
 2. Customer plumbing problems that affect the integrity of the City sewer system or the public health, are to be immediately repaired by the customer. The City reserves the right to make repairs and bill the customer for repairs should the customer have abandoned the service location without proper notification temporarily. It is the responsibility of the customer to notify the City immediately of any problems with the customers’ plumbing that could have an adverse affect upon the City system.
 3. The customer shall be responsible for maintaining proper heat within his property to insure that pipes do not freeze-up, causing harm or damage to customer’s premises. The customer shall be liable for any damage or loss to the City caused by customer freeze-up.
 4. It shall be a violation of this ordinance for customers to operate, cause, or permit unauthorized operations or appurtenances on the service connections.
 5. It shall be a violation of this ordinance for any customer to make, or remake a service connection without the prior knowledge and approval of the City as detailed by this ordinance.
 6. It shall be a violation of this ordinance for any private individual to sell City sewage services to another. [Ord. #06-1]

5.25.090. Sewer Rates

Sewer rates to be charged for the various classifications of services will be published in a separate attachment, which will be established and reviewed by the City Council on a periodic basis. [Ord. #06-1]

5.25.100. Notices

- A. Notices to Customers: Notices to customers from the City will normally be given in writing and either mailed or delivered to the customer at his last known address. Where conditions warrant, and in emergencies, the City may notify either by telephone, or messenger.
- B. Notices from Customers: Notices from the customer to the City is to be given in writing, by the customer or his authorized representative at the City office or to the City Clerk. Notices that result in a change in service or in work being performed by the City for the customer must be accompanied by a signed repair order or work order. [Ord. #06-1]

5.25.110. Billing and Payment

- A. Monthly Bills: All bills will be mailed monthly, normally by the 25th of the month. The bill will contain a statement of present charges due including the billing for the past month. All bills are due and payable prior to the 25th of the following month.

- B. Delinquent Bills: All bills not paid prior to the mailing of a subsequent bill will be delinquent. The City reserves the right to add an interest penalty to delinquent bills, not to exceed 1.5% per month on the unpaid balance.
- C. Delinquent Notice: At the discretion of the City Clerk, a notice of delinquency shall be mailed to each delinquent account on or after ten (10) days from the date the account becomes delinquent.
- D. Responsibility for Payment of Monthly Bills and/or Repair or Service Charges: In all cases the lesser/owner is responsible for the utility bills of tenants. All persons who own, operate, or maintain a structure or any part of a structure for the purpose of providing space on a lease or rental basis whether for consideration or not shall be responsible for sewer services provided to the rented or leased structure. [Ord. #06-1]

5.25.120. Pre-Existing Accounts

- A. For those residential customers presently having service with the City without a signed agreement or service application on file with the City, their service will continue as it exists without a signed agreement, unless their account becomes delinquent. However, all existing accounts, delinquent or not, are subject to the remaining provisions of this ordinance.
- B. All existing residential accounts that are delinquent by three months or \$100, whichever comes first, will be allowed 60 days to bring their accounts current. If the delinquent bill is not paid within 60 days from the date of the notice, the City has the right to file a court claim. The service owner agrees to pay court costs associated with any delinquent bills. [Ord. #06-1]

5.25.130. Administration and Enforcement

- A. This ordinance shall be administered and enforced by the City Council. The City Council shall have the authority to establish and regulate rates for the sewer system and collection services for all customers, but no person shall be bound by any such rate unless it shall have been posted for the public inspection for the five consecutive days after its adoption at the City Office, the Post Office, and two other public locations, all within Aniak, Alaska.
- B. A current file of all rates adopted by the City Council under this ordinance shall be available for public inspection during regular business hours at the City Office. [Ord. #06-1]

5.25.140. Discontinuance

- A. Discontinuance by Customer Order: Each customer about to vacate any premises supplied with sewer services by the City shall give at least 5 days written notice of his intentions specifying the date the service is to be discontinued. Otherwise, a customer will be responsible for service supplied to such premises until a written notice is received. Within one week of the time specified in the notice to discontinue service, a total bill minus any deposits due to the customer will be rendered which is due and payable immediately. The amount of the bill for the current billing period will be determined by prorating the number of days of service received in the given month divided by the total number of days in the month, times the usual monthly charge for the customer.
- B. Discontinuance for Improper Customer Facilities/Unsafe facilities or Unsanitary Facilities: The City may discontinue services to any premises without prior notice where plumbing facilities, appliances, or equipment discharging wastewater are dangerous, unsafe, or not in conformity with the plumbing code of the City.
- C. Discontinuance for Service Detrimental to Others: The City may refuse to furnish sewer service, or immediately terminate service to any premises where contaminants other than sewage, wastewater, gray water or other usual sewage is introduced into the system. Contaminants include, but are not limited to, waste oil, battery acid, insecticides or other poisons, anti-freeze, paint thinners solvents and any other pollutant or toxic substance as listed by EPA or the State of Alaska DEC. The person causing the contamination shall be

subject to paying the costs for any clean-up or damage that might occur as a result of the contamination.

- D. Discontinuance for Fraud or Abuse: The City will refuse or discontinue service to any customer or premises where it is deemed necessary to protect the City from fraud or abuse of service. Discontinuance of service for one or both of these causes will be made immediately upon receipt of knowledge by the City that such condition or conditions exist.
- E. Discontinuance for Non-compliance: Unless otherwise specified by specific sections of this ordinance, a customer may have service discontinued for violation of any provision of this ordinance following five days from the written notification of such impending termination of service. [Ord. #06-1]

5.25.150. Restoration of Services

Restoration of service following discontinuance for non-payment of bill shall be made only after payment of current and past due charges, the restoration charge(s), and posting a deposit as herein provided.

Restoration following discontinuance for unsafe facilities, fraud, abuse or non-compliance with this ordinance will be made only after: the irregularity has been corrected; any associated charges for disconnection or repairs undertaken by the City have been paid; and, the City has been assured that the irregularity will not occur again.

Restoration of the service will be made at the expense of the owner of the service. [Ord. #06-1]

5.25.160. Access to Property

The City, through its designated representative (s) is hereby authorized to make inspections at reasonable times between 8:00 am and 6:00 p.m. to determine satisfactory compliance with this ordinance and regulations issued by the City Council. Consumers by virtue of applying for connection to the City sewer system or for permits to construct individual water and sewer systems are considered to have knowledge of the provisions of this Chapter and to have authorized such inspections. The City does not, however, assume the duty of inspecting the customer’s service line, plumbing, or equipment and shall not be therefore responsible. [Ord. #06-1]

5.25.170. Interruption of Service

- A. Responsibility for customer Equipment: The City shall not be liable for any loss or damage of any nature whatsoever caused by any defect in the customer’s service line, plumbing, or equipment, nor shall the City be liable for loss or damage due to interruption of service
- B. Unscheduled Interruptions: If unscheduled interruptions last more than 15 days in any calendar month it will be considered as a non-charge month, in determining a Customer’s sewer bill except in the case of flooding. Flooding conditions occur periodically out of the control of the City. Because of the flooding, the system incurs additional operating costs.
- C. Scheduled Interruptions: The City will provide advance notice of scheduled temporary interruptions in service. The City will make and effort to contact all Customers 24 hours in advance of the scheduled interruption in service, stating the probable duration of the interruption in service. Scheduled interruptions will not last more than 24 hour. [Ord. #06-1]

5.25.180. Manholes and Sewer Mains

- A. Operation: No person or persons other than those designated and authorized by the City shall place any substance including, but not limited to, animal and fish carcasses, refuse or trash, rocks or gravel, or honey-bucket wastes in any City manhole, sewer main, or clean-out or in any manner damage or tamper with a manhole, sewer main or clean-out. Any violation of this regulation will be prosecuted according to the law.
- B. Damage to Manholes and Sewer Mains: Any person who damages a manhole, sewer main or any of the attachments or appurtenance thereof, shall be responsible for the complete repair and return to service. This is in addition to the penalties as outlined in section 6.06.190.

- C. Moving a Manhole or Sewer Main: When a manhole or sewer main has been installed in the location specified by the proper authority the City has fulfilled its obligation. If a property owner or other party desires to change the location of the manhole or sewer main, he shall bear all costs of such changes. Any changes in the location must receive prior approval by the City.
- D. Dumping Refuse, Chemicals, or Trash into Sewer Lines: Any person who damages a sewer main or interrupts sewer service through placing trash, refuse, animal carcasses, rocks or other matter not intended to be placed in a sewer will be responsible for all damages and repairs to the sewer lines, septic tanks, and sewage treatment facilities that is a consequence of their act. [Ord. #06-1]

5.25.190. Penalties

Any person violating sections of this ordinance shall, upon conviction, be punished by a fine not to exceed \$5,000. Each separate incidence and each separate day upon which an offense occurs shall be a separate offense. Other Federal and State Regulations may be evaluated for violations. [Ord. #06-1]

5.25.200. Customer Complaints

The City will respond to the substance of each service complaint within 10 working days of its receipt. If the City does not resolve a complaint to the customer's satisfaction, the customer may refer the matter to the Regulatory Commission of Alaska, 701 West Eight Avenue, Suite 300, Anchorage, Alaska 99501. The Commission's telephone number is (907) 276-6222, toll-free at 1-800-390-2782, or TDD (907) 276-4533. [Ord. #06-1]

5.25.210. Suspension of Rules

No employee of the City is authorized to suspend or alter any of the provisions herein without specific approval or direction of the City Council, except in cases of emergency involving loss of life or property or which would put the sewer system operation in jeopardy. [Ord. #06-1]

5.25.220. Easements

Each applicant and customer gives and grants to the City an easement and right of way on and across his property for the inspection or installation of sewer service lines, and all necessary valves, equipment and attachments therewith. Should a service connection need to cross the property of another (other than the City), the applicant is responsible for securing the easement from the other property owner in the name of the City. [Ord. #06-1]

5.25.230. Accounting & Disbursement

All moneys collected for sewer utilities will be used strictly for maintenance, extension, repair, capital improvement and operation of the sanitation systems. All moneys collected for sewer services shall be deposited in a separate bank account by the City Treasurer and any disbursement must be approved by the City Council in their annual budget. Two City Council members shall serve as check signers. A separate accounting shall be kept of these moneys and monthly financial reports provided to the City Council. [Ord. #06-1]

CITY OF ANIAK
ORDINANCE #96-02

AN ORDINANCE AUTHORIZING A 2% SALES TAX

BE IT ENACTED BY THE CITY COUNCIL OF ANIAK that there shall be a sales tax in the City of Aniak as follows:

Section 1. Classification

Section 2. Sales tax.

Section 3. Effective date.

Section 1. Classification. This is a permanent ordinance, to be numbered and included in the City of Aniak’s Municipal Code.

Section 2. Sales Tax.

SALES TAX

Sections:

1. Sales Tax.
2. Definitions.
3. Duties of Seller and Buyer.
4. Sale or Transfer of Business, Final Return.
5. Exemptions.
6. Method of Deposit.
7. Confidential Material.
8. Installment Sale.
9. Manager’s Powers re: Rulings and Regulations.
10. Certification of Registration as Tax Collectors.
11. Tax Schedule.
12. Protest of Tax by Taxpayer.
13. Protest of Tax by Collector.
14. Duty to Keep Books.
15. Omissions, Requirements and Civil Penalties.
16. Lien.
17. Accelerated Returns.
18. Extensions.

Section 1. Sales Tax.

There is levied a 2% tax on sales made and services rendered in the City which shall be paid by the buyer and collected by the seller or the person, firm, or corporation performing the service. Only the first \$1,000.00 of a transaction shall be subject to this tax. Salaries or wages received by an employee from an employer are exempt from the provisions of this ordinance.

Section 2. Definitions.

When not clearly indicated by the context, the following words and phrases, as used in this chapter, have the following meaning:

- A. "Sale" shall include:
 - 1. Every sale of tangible personal property not exempt under this chapter. This includes installment, credit and conditional sales;
 - 2. Every sale or exchange of services.

- B. "Sales price" means money paid by the buyer and, in the case of an exchange of property, the fair market value of the property exchanged.

- C. "Buyer" includes persons who are purchasers of personal property or services.

- D. "Seller" includes persons or firms who sell goods or supply services, and all persons making sales, including sales by coin-operated vending machines or amusement machines.

- E. "Services" includes:
 - 1. Professional services;
 - 2. Services made by any person in the course of his business or occupation;
 - 3. Services which include labor and materials;
 - 4. Any other services.

- F. "City" means the City of Aniak.

- G. "Person" means individuals, corporations or business firms.

- H. "Manager" means the City Manager of the City of Aniak.

- I. "Collector" means everyone who is required to collect the sales tax.

- J. "Taxpayer" means everyone who is required to pay the tax.

- K. "Transaction" means a sale of one item or of the total of multiple items.

Section 3. Duties of seller and buyer.

- A. Within thirty (30) days of notification by the City, all businesses operating within the City shall register with the office of the City Clerk and obtain the required reporting forms.
- B. Businesses not permanently located within the City who intend to sell goods or services within the City must register with the City Clerk within 24 hours of arrival. These businesses must comply with this ordinance for the duration of their business activity. Failure to comply with this section will result in misdemeanor charges as provided in this chapter.
- C. The sales tax shall be paid by the buyer to the seller. It shall be the duty of each seller to collect from the buyer the full amount of the tax payable at the time of sale or provision of the service (or at the time of collection with respect to credit transactions).
- D. Sellers shall add the tax to the sales price or service charge at a straight two percent (2%). The tax shall be owed to the City until paid, shall be recoverable at law in the same manner as other debts. Providers of services are sellers for the purpose of this ordinance.
- E. Any seller who willfully or intentionally neglects or refuses to collect the tax imposed by this ordinance; or to comply with the provisions of this ordinance; or gives back to a buyer all or any part of the sales tax collected, shall be guilty of a misdemeanor, and on conviction shall be punished in accordance with this chapter.
- F. Except for operators of coin-operated vending machines, a seller may not advertise or state to the public or any buyer, that the tax 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, in whole or in part. The seller shall separately state the tax to the taxpayer in each taxable transaction. The collector shall prominently display a sign provided by the City indicating the imposition of the tax.
- G. Operators of coin operated vending machines shall prominently display a sign provided by the City indicating the imposition of the tax and will file returns and remit tax at a flat two (2%) percent of the gross sales for that reporting period.
- H. Any buyer who willfully or intentionally fails, neglects or refuses to pay the required tax shall be guilty of a misdemeanor, and on conviction shall be punished in accordance with this chapter.

Section 4. Sale or Transfer of Business, Final Return.

If any person required to collect a tax under this chapter sells or leases the business or if the business is transferred voluntarily or involuntarily, the person selling, leasing or otherwise transferring the business shall make a final sales tax return to the City, within fifteen (15) days of the date of the transaction. The new owner may require the former owner to produce a receipt from the City showing that all tax obligations imposed by this chapter have been paid through the date of transfer. The new owner of a business required to collect the tax under this chapter

shall be liable for all taxes required to have been collected by the former owner but not paid over to the City and shall be liable for all penalties and interest on such unpaid taxes and on late or unfiled returns.

Section 5. Exemptions.

- A. The following shall be exempt from sales and use tax imposed by the City:
 - 1. Casual and isolated sales not made in the regular course of business;
 - 2. Sales of insurance and bonds of guaranty and fidelity;
 - 3. Charges for funeral services;
 - 4. Rentals and leases of residential housing units;
 - 5. Electric and telephone utility bills;
 - 6. The sale of goods or services by churches or other religious organizations unless competing with private companies engaged in similar business;
 - 7. The sale of real property; except the amount claimed as commission shall be taxed;
 - 8. Commercial airline tickets;
 - 9. Sales of motor vehicles, parts and accessories;
 - 10. Groceries purchased outside the City for resale;
 - 11. Hospital, medical and dental services and sales of prescribed medicines, drugs and/or appliances;
 - 12. Subscriptions to magazines and newspapers;
 - 13. Sales and services to the United States, the State of Alaska or any political subdivision or agency of either;
 - 14. Gasoline, AvGas, and home heating fuel;
 - 15. That amount in excess of \$1,000.00 in any one sales transaction;
 - 16. All purchases paid for with food coupons, food stamps, or other types of certificates issued under the Food Stamp Act or under the Special Supplemental Food Program for Women, Infants and Children.

- B. Not exempt and not intended to be exempt from sales and use tax imposed by the City are:
 - 1. Sales of groceries;
 - 2. Sales of clothing, non-prescription medical supplies, household supplies, hand tools, hardware items, and other personal consumption goods;
 - 3. Proceeds from sale of food in cafeterias, lunchrooms and restaurants operated primarily as retail food establishments;
 - 4. Fees charged for rooms, meals, and other services by motels, hotels, lodges, inns, bed and breakfast establishments, and other transient housing establishments;
 - 5. Sales of snow-machines, ATV's, boats, outboard motors, parts and accessories.

- C. Taxicab operators are exempt from all provisions of this section except as stated in this paragraph. In lieu of sales tax, taxicab operators shall purchase annually, for each taxi operated, a \$50 permit issued by the City. All taxi permits shall run from July 1 of each year to June 30 of the following year.

Section 6. Method of deposit.

All tax revenues collected shall be deposited in the general fund.

Section 7. Confidential Material.

- A. Returns filed with the City and all data obtained from such returns are confidential and shall be kept from inspection by all private persons except as necessary to investigate and prosecute violations of this chapter.
- B. Nothing contained in this section shall prohibit the delivery to a person or his duly authorized representative, of a copy of any return or report filed by him, nor to prohibit the furnishing of information of other agencies of the State or the United States concerned with the enforcement of any tax laws.

Section 8. Installment Sale.

When a sale is made on an installment basis, the sales tax shall be collected from the down payment, or if none, from the first installment, or, if the installment or down payment is less than the tax, then from as many installments as is necessary to pay the tax.

Section 9. Manager's Powers re: Rulings and Regulations.

- A. The Manager may adopt regulations in accordance with this chapter, which may include the adoption of forms. Any regulations or procedures adopted by the Manager are effective at the time indicated by him but are subject to approval by the City Council.
- B. Should a collector be in doubt as to the application of this chapter to an actual situation facing him, he may apply to the Manager for an informal ruling on the issue. Rulings having general application may be adopted as regulations by the Manager.

Section 10. Certification of Registration as Tax Collectors.

- A. All collectors shall file with the City an application for a certificate of registration on a form prescribed by the City, not more than ten (10) days after the date of commencing business or the opening of an additional place of business. The application must contain:
 - 1. The name and address of the applicant;
 - 2. The location at which transactions subject to the tax will occur;
 - 3. A description and the location of real and personal property owned by the applicant in the City and other information with respect to the description, location and values of the property which the City may require.
- B. Transient businesses shall file with the City an application for a certificate of registration on a form prescribed by the City, prior to commencing business or opening an additional place of business. The certificate shall be for a specified period and shall expire at midnight on the last day. The application must contain:

1. The name and address of the applicant.
 2. The location at which transactions subject to the tax will occur. If the applicant's business is to be conducted from more than one location, the description of each location at which business will be conducted;
 3. A description and the location of real and personal property owned by the applicant in the City and other information with respect to the description, location, and values of the property which the City may require.
- C. Transient businesses shall post a performance bond in the amount of \$100.00. The bond shall be forfeited in part or in total if the provisions of this chapter are violated, if the permit and required taxes are not returned to the City upon termination of conduct of business or expiration of certificate, or if place or places of business is not cleaned up and restored to its previous condition of cleanliness.
- D. Upon the receipt of properly executed application, the Manager will issue without charge a certificate of registration, stating the address of the place of and authorizing the collection of the tax. The certificate must be prominently displayed at the place of business. A seller who has no regular place of business shall attach the certificate to his stand, truck, or other merchandising device.
- E. The certificate of registration is non-assignable and non-transferable and must be surrendered to the Manager by the collector to whom it was issued upon his ceasing to do business at the named location. If the business is continued at the same location but there is any change in the ownership of the business, the certificate shall be canceled. The new owner is required to file a new application for a certificate of registration. Upon receipt of properly executed application, the Manager will issue a new certificate to the new owner.
- F. When there is a change of location for the collector's business, a new certificate of registration is required showing the new address.
- G. Before issuing a certificate of registration, the Manager may require the applicant to post a bond, furnish a statement of net worth, or furnish additional security to insure the full and prompt payment of taxes to be collected under such certificate, when in his judgement it is in the best interest of the City to do so.
- H. A collector who obtains or should obtain a certificate of registration in accordance with this chapter consents to the inspection of his Business Tax returns by a disinterested third party qualified to do such inspection to facilitate the accomplishment of the provisions and objectives of this chapter.

Section 11. Tax Schedule.

The tax to be added to the sales price or service charge shall be in accordance with the following schedule:

<u>Selling Price</u>	<u>Tax</u>	<u>Selling Price</u>	<u>Tax</u>
\$0.01 thru \$0.24	\$.00	\$0.25 thru \$0.64	\$.01
\$.065 thru \$1.24	\$.02	\$1.25 thru \$1.64	\$.03
\$1.65 thru \$2.24	\$.04	\$2.25 thru \$2.64	\$.05
\$2.65 thru \$3.24	\$.06	\$3.25 thru \$3.64	\$.07
\$3.65 thru \$4.24	\$.08	\$4.25 thru \$4.64	\$.09
\$4.65 thru \$5.24	\$.10	\$5.25 thru \$5.64	\$.11
\$5.65 thru \$6.24	\$.12	\$6.25 thru \$6.64	\$.13
\$6.65 thru \$7.24	\$.14	\$7.25 thru \$7.64	\$.15
\$7.65 thru \$8.24	\$.16	\$8.25 thru \$8.64	\$.17
\$8.65 thru \$9.24	\$.18	\$9.25 thru \$9.64	\$.19
\$9.65 thru \$10.24	\$.20		

Over \$10.24, continue the same scale to total amount of taxable sale.

Each collector shall be furnished a copy of the tax schedule. Any one sale of items separately priced shall be taxed upon the total amount of that sale.

Section 12. Protest of tax by taxpayer.

- A. A collector shall determine whether a sale is taxable under this chapter. If the collector fails to collect the tax due on a transaction for any reason, the collector owes the City for the tax in the same manner as if the tax had been collected.
- B. If a taxpayer believes that a transaction is not subject to the tax, but the collector has determined it is subject to the tax, the taxpayer shall pay the tax under protest. A tax is paid under protest by filling out a statement of protest on a form provided by the City and giving it to the collector. The taxpayer shall clearly set out in the form the terms and conditions of the sale, the amount of the sale, the quantity and type if items or services involved, the location of all parts of the sale, and any other information necessary to support the taxpayer’s claim that the tax does not apply. The form shall include the names and mailing addresses of both the collector and the taxpayer and any other party involved in the transaction. If the taxpayer desires to have an oral hearing or to present supplemental statements or briefs, the taxpayer must set out the request on the protest form.
- C. Upon receipt of written protest, the collector shall forward the protest to the City along with any additional statements the collector believes may assist the City in determining the protest. The written protest must be forwarded to the City as promptly as possible, but no later than thirty (30) days after delivery of the protest to the collector.

- D. If there is a request for hearing or opportunity to submit additional statements or briefs, the Manager shall schedule the hearing or submission of additional statements or briefs and inform the taxpayer of the dates. The taxpayer has the burden of proof. The Manager's ruling on the protest must be in writing and must set forth the reason for the grant or denial of the protest. The ruling will be sent to the mailing addresses of the collector and the taxpayer. The ruling on a protest not requiring a hearing will be made within thirty (30) days of receipt of the protest by the Manager unless the Manager determines a longer period is required. If there is a hearing or submission of additional statements or briefs, the Manager shall make a ruling within a reasonable time as determined by the Manager.
- E. If a protest is granted and the City has received the tax from the collector, the Manager shall refund directly to the taxpayer the protested tax amount with interest from the dated received by the City. The interest rate shall be the average interest earned by the City on its invested funds. If the tax has not been received by the City, the collector shall be instructed to refund to the taxpayer the amount collected plus appropriate interest. The collector and taxpayer may make other arrangements if a mutual agreement is reached as an alternate procedure.
- F. In the event a protest is denied, the taxpayer has fifteen (15) days from the date of mailing of the notice of denial to request reconsideration of the matter by the City Council. The request shall be accompanied by additional statements or briefs to explain why the denial should be reversed in whole or in part. The decision of the Council is subject to appeal to the superior court under applicable rules of court.

Section 13. Protest of Tax by Collector.

- A. If a collector believes that a transaction is not subject to the tax or believes that a penalty, interest or other charge is not owed, the collector may protest the tax or charge by paying to the City the tax or charge claimed and filing with the City at the time of payment a statement of protest setting out all relevant facts and clearly explaining why the tax or charge made is not owing. The payment and statement of protest must be received by the City not later than the due date for the tax return; or, if no tax was collected, thirty (30) days from the challenged transaction or the date of notice from the City of tax due, whichever is later; or, if the protest is of a charge, disallowance or similar action by the City, thirty (30) days from the date of notice to the collector of the City determination. Failure to file a statement of protest and to pay the amount claimed by the City within the time permitted constitutes a waiver of the right to protest the tax or charge or other City determination and is a waiver of the right to appeal the protest to the Manager or to otherwise challenge the tax, charge or other determination in any judicial or other proceeding.
- B. The Manager shall rule on each collector protest within thirty (30) days of receipt of the protest unless the Manager determines a longer period is required. The collector has the burden of proof. The Manager may permit or require the collector to provide additional information relevant to the protest. The Manager's ruling on the protest must be in writing and must set forth the reason for the grant or denial of the protest. The ruling will be sent to the mailing address of the collector.

- C. If a protest is granted, the Manager shall refund to the collector the tax or charge levied that was not subject to the tax, with interest from the date received by the City. The interest rate shall be the average interest earned by the City on its invested funds. The collector shall immediately refund to each taxpayer the amount improperly collected plus appropriate interest apportioned among the taxpayers. If the collector has not collected the tax but has paid the tax to the City from its own account, the collector may retain the tax and interest refunded.
- D. In the event a protest is denied, the collector has fifteen (15) days from date of mailing of the notice of denial to request reconsideration of the matter by the City Council. The request shall be accompanied by additional statements or briefs to explain why the denial should be reversed in whole or in part. The decision of the Council is subject to appeal to the superior court under applicable rules of court.

Section 14. Duty to Keep Books.

- A. Every collector shall keep suitable records of all sales and such other books and accounts as may be necessary to determining the amount of tax which he is obliged to collect. All records shall be kept for a period of three years from the date of return reporting the sales. Also kept for three years shall be all invoices of merchandise purchased for resale, and all such other books, invoices and records as may be necessary to accurately determine the amount of taxes the collector was obliged to collect.
- B. The Manager shall have the power to adopt suitable rules and regulations providing for the application and interpretation of this chapter and for providing methods and forms for reporting and collecting the tax. The Manager is authorized to appoint a disinterested third party to audit or view state business license returns and any other relevant books, papers, records or memoranda of any collector registered in the city, when questions arise as to the validity of that collector's quarterly returns. The Manager may require the presence of any collector or their officers or employees at any hearing required, as a result of or as part of such an audit.

Section 15. Omissions, Requirements, and Civil Penalties.

- A. Penalties for violations. Any person, firm, partnership or corporation violating any of the provisions of this ordinance shall be guilty of a misdemeanor, and for the first conviction shall be fined not less than fifty dollars (\$50) nor more than one hundred fifty dollars (\$150). Upon conviction of a second or subsequent offense, the fine shall be not less than one hundred fifty dollars (\$150) nor more than three hundred dollars (\$300) plus associated court costs.
- B. Returns required. Every collector selling merchandise or providing services in any quarter shall make out a return for the quarter upon forms to be provided by the City Clerk setting forth the amount of all taxable transactions for the quarter, the amount of the tax, and such other information as the City Clerk may reasonable require and sign and transmit the return to the City Clerk by the last business day of the month following the quarter.

- C. Tax due; penalties and interest. All tax due shall be paid to the City Clerk at the time of transmitting of the return. If the tax is not paid or if no return is filed, the tax shall immediately become delinquent. Delinquent taxes shall incur a penalty of five percent (5%) of the taxes due collected in the same manner as the tax is assessed and paid. In addition to any penalty for delinquent tax, interest at the rate of eight percent (8%) per annum on the delinquent amount (not including penalty) from the date of delinquency shall accrue and be collected in the same manner as the delinquent tax is collected.
- D. Filing a return. Any seller who was required to collect a tax during a calendar quarter shall file a return for the next following calendar quarter even if no tax is due during the following quarter. A return filed for a quarter in which no tax was collected must show why no tax was collected.
- E. Cost of administration. If a return is filed and the taxes remitted within the time allowed, the seller collecting the tax may retain two percent (2%) of the amount collected to defray the cost of administration of the tax.
- F. Credit of monies received. Amounts received with the return shall be credited against the following balances:
 - 1. Penalties due, beginning with the oldest penalty;
 - 2. Interest due, beginning with the oldest amount;
 - 3. Taxes due, beginning with the taxes due from the oldest quarter.
- G. Certificate of registration. A collector who fails to obtain a certificate of registration after written notice is guilty of a misdemeanor, and for the first conviction shall be fined not less than fifty dollars (\$50) nor more than one hundred fifty dollars (\$150). Upon conviction of a second or subsequent offense, the fine shall be not less than one hundred fifty dollars (\$150) nor more than three hundred dollars (\$300) plus associated court costs. Each day that a collector fails to obtain the required certificate after written notice is a separate offense.
- H. Falsification. Falsification or knowing misrepresentation of any required record is a misdemeanor and the person making such falsification or misrepresentation shall be punished in accordance with Section 16 A of this chapter.
- I. Failure to separately state the tax. A collector who fails to separately state the tax due in any sales transaction shall be subject to those penalties identified in Section 15 A of this chapter.
- J. Inspection. Failure of a collector to allow the inspection at reasonable times of records required by this chapter to be kept is a misdemeanor and subjects the collector to those penalties identified in Section 15 A of this chapter.
- K. Forced filing. If a collector fails to file a complete and accurate return or to pay over all the taxes due, the Manager may make an estimate of the taxes due based upon any information available. The Manager shall file a return for the collector and shall provide a copy of the return to the collector or with a request that the collector file a correct return along with payment of the taxes due. The Manager may require the collector filing the return to provide

sufficient information to support the corrected return. If the collector has not filed a corrected return satisfactory to the Manager, along with the taxes due, within thirty (30) days of the date of the mailing of the forced filing, the amount shown on the forced filing is presumed correct and becomes delinquent. However, if upon a subsequent audit or inspection of the records of the collector it is determined that a greater amount was due, the collector shall be liable for payment of the additional amount. A forced filing may be made if the City is unable to ascertain the tax due to be remitted by a collector by reason of the failure of the collector to keep accurate records or allow inspections or has falsified records.

- L. Loss of Records. A collector shall immediately notify the City of any fire, theft, or other casualty which would prevent complying with this chapter. Such casualty constitutes a defense to any penalty provided in this chapter but does not excuse the collector from liability for taxes due. Loss of funds or records is not a defense hereunder.
- M. Maintenance of Suits. Nothing in this section shall prevent the City from filing and maintaining action in a court of law to collect any taxes due in addition to penalties assessed.
- N. Transient Businesses File Monthly Returns. Transient businesses making sales of merchandise or providing services in any month shall make out a return for the month upon forms to be provided by the City Clerk setting forth the amount of all taxable transactions for the month, the amount of the tax, and such other information as the City Clerk may reasonably require and sign and transmit the return to the City Clerk by the last business day of the month following the month covered by the return.

Section 16. Lien.

The tax, penalty and interest imposed by this chapter shall constitute a lien in favor of the City upon all the collector's property within the City. The lien arises upon delinquency and continues until the liability for the amount is satisfied or the property is sold at foreclosure sale. When recorded, the sales tax lien has priority over all other liens except as provided in AS29.45.650(e).

Section 17. Accelerated Returns.

A collector who fails for more than thirty (30) days to file a return or pay the taxes due, or who has, within a twelve-month period, filed or paid taxes late on two or more occasions may be required by the Manager to file and pay on a monthly basis. The Manager shall provide to the collector a hearing after reasonable notice of the Manager's intention to require more frequent filing and payment. The collector required to file and pay on a monthly basis who fails to file and pay the full amount due by the fifteenth of the month following the reporting month or such a collector who files late two or more times during a four month period may be required by the Manager to file on a weekly basis after written notice of intent and a hearing as provided in this section.

Section 18. Extensions.

For good cause shown, the City may grant extensions on any time limitation described in this chapter. Application for extension must be filed before the date specified as the original time limitation.

Section 3. Effective Date.

This ordinance takes effect upon ratification by the voters of the City of Aniak.

Introduction: February 7, 1996

Public Hearing: August 30, 1996

ADOPTED by a duly constituted quorum of the Council of the City of Aniak, Alaska this 30th day of August 1996.

Date of Election: August 26, 1996

Date of Certification: August 30, 1996

Total Votes Cast: 185, 6 Question included

Total FOR passage: 93

Total AGAINST passage: 86