

ALASKA LEGISLATURE COMMITTEE FILES, 2003-2004 8672

11186 SENATE JUDICIARY

Crime Rates by State: 2001
(Reported Offenses per 100,000 Population)

State	Total Crime Index	State Rank	Violent Crime	State Rank	Property Crime	State Rank
Alabama	4,319.4	33	438.6	29	3,880.8	32
→ Alaska	4,236.2	30	588.3	41	3,647.9	26
Arizona	6,077.4	50	540.3	36	5,537.1	50
Arkansas	4,134.2	26	452.8	30	3,681.4	28
California	3,902.9	22	617.0	43	3,286.0	18
Colorado	4,218.9	29	350.7	21	3,868.2	31
Connecticut	3,117.9	11	335.5	19	2,782.4	11
Delaware	4,052.8	23	611.4	42	3,441.4	22
District of Columbia	7,709.6	51	1,736.7	51	5,972.8	51
Florida	5,569.7	49	797.2	50	4,772.5	47
Georgia	4,646.3	37	497.0	33	4,149.3	39
Hawaii	5,386.1	48	254.6	9	5,131.5	49
Idaho	3,133.4	12	243.1	8	2,890.3	14
Illinois	4,097.8	25	636.9	44	3,460.8	24
Indiana	3,831.4	21	371.8	25	3,459.6	23
Iowa	3,301.2	15	269.1	13	3,032.1	15
Kansas	4,321.4	34	404.8	27	3,916.6	33
Kentucky	2,938.1	8	257.0	10	2,681.1	10
Louisiana	5,338.1	47	687.0	45	4,651.1	45
Maine	2,688.2	5	111.5	3	2,576.7	7
Maryland	4,866.8	40	783.0	49	4,083.8	37
Massachusetts	3,098.6	10	479.5	31	2,619.1	8
Michigan	4,081.5	24	554.7	38	3,526.8	25
Minnesota	3,583.7	18	264.4	12	3,319.3	19
Mississippi	4,185.2	28	350.1	20	3,835.1	30
Missouri	4,776.1	39	541.3	37	4,234.9	40
Montana	3,688.7	20	352.4	23	3,336.3	20
Nebraska	4,329.6	35	304.3	16	4,025.3	35
Nevada	4,266.0	32	586.8	40	3,679.2	27
New Hampshire	2,321.6	1	170.3	5	2,151.3	1
New Jersey	3,225.3	14	390.1	26	2,835.2	12
New Mexico	5,324.0	46	781.1	48	4,542.8	43
New York	2,925.1	7	516.0	35	2,409.1	5
North Carolina	4,938.0	41	494.3	32	4,443.7	42
North Dakota	2,417.7	3	79.6	1	2,338.1	4
Ohio	4,177.6	27	351.9	22	3,825.7	29
Oklahoma	4,607.0	36	512.3	34	4,094.7	38
Oregon	5,044.1	42	306.7	17	4,737.4	46
Pennsylvania	2,961.1	9	410.4	28	2,550.7	6
Rhode Island	3,684.9	19	309.6	18	3,375.3	21
South Carolina	4,752.7	38	720.3	46	4,032.4	36

State	Total Crime Index	State Rank	Violent Crime	State Rank	Property Crime	State Rank
South Dakota	2,332.0	2	154.8	4	2,177.2	2
Tennessee	5,152.8	45	745.3	47	4,407.5	41
Texas	5,152.7	44	572.8	39	4,579.9	44
Utah	4,243.0	31	234.1	7	4,008.9	34
→ Vermont	2,769.3	6	105.0	2	2,664.2	9
Virginia	3,178.3	13	291.3	15	2,886.9	13
Washington	5,151.9	43	355.0	24	4,796.8	48
West Virginia	2,559.5	4	279.4	14	2,280.1	3
Wisconsin	3,321.2	16	231.1	6	3,090.1	16
Wyoming	3,517.6	17	257.3	11	3,260.4	17

Source: Federal Bureau of Investigation, Uniform Crime Reports, <http://www.fbi.gov/ucr/ucr.htm>

Handgun Epidemic Lowering Plan (HELP) Network Firearm Injury Prevention State Status Report

Alaska

Updated 2/6/2002

Pediatric and Young Adult, and all Firearm Deaths and Rate per 100,000 Population (1999) ²

	Population	Suicide		Homicide		Unintentional		Undetermined		Total Firearm ³	
		Deaths	Rate	Deaths	Rate	Death	Rate	Death	Rate	Death	Rate
All ages	619,500	55	8.9	27	4.4	3	0.5	2	0.3	88	14.2
0-14	163,094	1	0.6	5	3.1	0	0.0	0	0.0	6	3.7
15-19	56,192	10	17.8	4	7.1	1	1.8	2	3.6	17	30.3
15-24	104,654	17	16.2	6	5.7	1	1.0	2	1.9	26	24.8
25-44	178,632	20	11.2	13	7.3	2	1.1	0	0.0	35	19.6
45-64	138,370	10	7.2	1	0.7	0	0.0	0	0.0	12	8.7
64+	34,750	7	20.1	2	5.8	0	0.0	0	0.0	9	25.9

Alaska Compared With Other States (and D.C.)

		Ranking (1-highest, 51-lowest)
Rate of firearm deaths/100,000 pop. (1999)	14.2	12 of 51
Number of firearm deaths (1999)	88	43 of 51
Number of Federal Firearm Licensees (FFLs) (1999) ⁴	1,274	33 of 51
Rate of FFLs per 100,000 pop. (1999)	205.6	1 of 51
Number of Federal Firearm Licensees (2001)	1,211	35 of 51

For Available State Data, Contact:

Alaska Department of Health and Social Services, Bureau of Vital Statistics
<http://health.hss.state.ak.us/>

HELP Organizational Members Based in State: none

¹ Compiled by HELP Network; (773) 880-8122, email: contact@helpnetwork.org. Children's Mem. Hosp., 2300 Children's Plaza, #88, Chicago, IL
 State Status Reports can be viewed at www.helpnetwork.org

² Data are from National Center for Health Statistics, National Vital Statistics System

³ In 1999, the 1 death due to legal intervention (not shown separately) is included in Total Firearm deaths.

⁴ Bureau of Alcohol, Tobacco and Firearms (ATF). FFLs are those with a federal firearm license which is required to sell firearms.

Handgun Epidemic Lowering Plan (HELP) Network Firearm Injury Prevention State Status Report

Vermont

Updated 2/6/2002

Pediatric and Young Adult, and all Firearm Deaths and Rate per 100,000 Population (1999) ²

	Population	Suicide		Homicide		Unintentional		Undetermined		Total Firearm ³	
		Deaths	Rate	Deaths	Rate	Death	Rate	Death	Rate	Death	Rate
All ages	593,740	46	7.7	8	1.3	2	0.3	1	0.2	57	9.6
0-14	112,801	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
15-19	43,814	2	4.6	0	0.0	1	2.3	0	0.0	3	6.8
15-24	79,740	7	8.8	0	0.0	2	2.5	1	1.3	10	12.5
25-44	187,907	17	9.0	4	2.1	0	0.0	0	0.0	21	11.2
45-64	140,376	11	7.8	3	2.1	0	0.0	0	0.0	14	10.0
65+	72,916	11	15.1	1	1.4	0	0.0	0	0.0	12	16.5

Vermont Compared With Other States (and D.C.)

		Ranking (1-highest, 51-lowest)
Rate of firearm deaths/100,000 pop. (1999)	9.6	34 of 51
Number of firearm deaths (1999)	57	48 of 51
Number of Federal Firearm Licensees (FFLs) (1999) ⁴	595	47 of 51
Rate of FFLs per 100,000 pop. (1999)	100.2	5 of 51
Number of Federal Firearm Licensees (2001) ⁴	570	47 of 51

For Available State Data, Contact:

Vermont Department of Health, Division of Health Surveillance: Public Health Statistics Unit
<http://www.state.vt.us/health/healthsu.htm>

HELP Organizational Members Based in State: none

¹ Compiled by HELP Network; (773) 880-8122, email: contact@helpnetwork.org. Children's Mem. Hosp., 2300 Children's Plaza, #88, Chicago, IL
 State Status Reports can be viewed at www.helpnetwork.org

² Data are from National Center for Health Statistics, National Vital Statistics System

³ Includes firearm deaths from all causes.

⁴ Bureau of Alcohol, Tobacco and Firearms (ATF). FFLs are those with a federal firearm license which is required to sell firearms.



40% of American households with children have guns.

Hart Research



Alaska Firearm Deaths

Alaska Firearm Deaths
Ages 0 to 19, 1995-2000
All Races, Both Sexes

Study

Go directly to:

Entry Hall

A comprehensive database of relevant resources on the web.

Relevant current newspaper articles.

Significant facts on the subject, with links to sources.

State-specific headlines, statistics, and resources.

Radio and TV coverage, plus Common Sense advertisements.

Share Your Thoughts: See what others have to say and post messages of your own.

		2000	1999	1998	1997	1996	1995
Accidental							
	0-4	1	0	0	0	0	1
	5-9	1	0	1	0	0	0
	10-14	0	0	1	2	0	1
	15-19	0	1	1	5	9	1
	Subtotal	2	1	3	7	9	3
Suicide							
	0-4	0	0	0	0	0	0
	5-9	0	0	1	0	0	0
	10-14	1	1	4	0	4	9
	15-19	19	10	19	18	22	19
	Subtotal	20	11	24	18	26	28
Homicide							
	0-4	0	3	1	0	0	1
	5-9	0	2	2	1	0	3
	10-14	0	0	11	0	1	9
	15-19	2	4	22	27	26	35
	Subtotal	2	9	36	28	27	48
Undetermined/Other							
	0-4	0	0	0	0	0	1
	5-9	0	0	0	0	0	1
	10-14	0	0	1	0	0	0
	15-19	1	2	5	2	1	4
	Subtotal	1	2	6	2	1	6
All Intents/TOTAL							
	0-4	1	3	1	0	0	3
	5-9	1	2	4	1	0	4



10-14	1	1	17	2	5	19
15-19	22	17	47	52	58	59
TOTAL	25	23	69	55	63	85

NOTE: Rates based on 20 or fewer deaths may be unstable. Use with caution.
 ABOUT 1999-2000 DATA: The coding of mortality data changed significantly in 1999 from ICD-9 to ICD-10, so you may not be able to compare number of deaths and death rates from 1998 and before with data from 1999 and after. Though there were no apparent changes in the coding of firearm deaths, the National Center for Health Statistics does **not** recommend combining 1999-2000 data with previous years to obtain average annual numbers of death and death rates.
 TABLE: Statistics compiled by *Common Sense about Kids and Guns* using WISQARS. WISQARS is produced by the Office of Statistics and Programming, NCIPC, CDC.
 DATA SOURCE: NCHS National Vital Statistics System.



[Return to Alaska page](#)

View another State Statistics page:

Select:

Common Sense
 ABOUT KIDS AND GUNS

the child you save may be your own.

<ul style="list-style-type: none"> Make a Donation Take Action 	<ul style="list-style-type: none"> Welcome About Us Tour Our Home 	<ul style="list-style-type: none"> Resources In the News Fact File State Info 	<ul style="list-style-type: none"> Bulletin Board Parent Quiz Stories

[Safety Tips](#) | [Take Action](#) | [News](#) | [Resources](#) | [Facts](#) | [About Us](#)

Email a friend about this website.
 © 1999-2002, *Common Sense about Kids and Guns*, All Rights Reserved.
 For reprint permission, contact us.

Common Sense
ABOUT KIDS AND GUNS



30% of handguns are stored unlocked and loaded.

YOUR DONATION CAN HELP



NIJ

Study

Go directly to:

Entry Hall

Web Resources

A comprehensive database of relevant resources on the web

Articles

Relevant current newspaper articles

Significant facts on the subject with links to sources

State-specific headlines, statistics, and resources

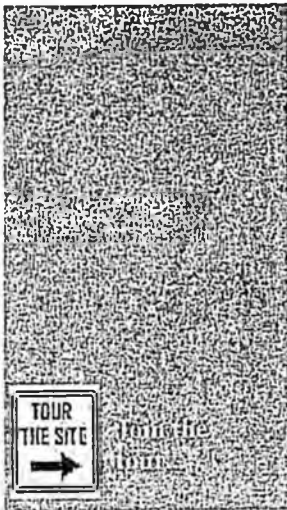
Radio and TV coverage plus Common Sense advertisements

Share Your Thoughts: See what others have to say and post messages of your own

Vermont Firearm Deaths

Vermont Firearm Deaths
Ages 0 to 19, 1995-2000
All Races, Both Sexes

	2000	1999	1998	1997	1996	1995
Accidental						
0-4	0	0	0	0	0	0
5-9	0	0	0	0	0	0
10-14	0	0	0	0	0	0
15-19	0	1	0	0	1	1
Subtotal	0	1	0	0	1	1
Suicide						
0-4	0	0	0	0	0	0
5-9	0	0	0	0	0	0
10-14	0	0	0	1	0	0
15-19	4	2	5	0	2	5
Subtotal	4	2	5	1	2	5
Homicide						
0-4	0	0	0	1	0	0
5-9	0	0	0	1	0	0
10-14	0	0	0	0	0	0
15-19	0	0	0	0	1	0
Subtotal	0	0	0	2	1	0
Undetermined/Other						
0-4	0	0	0	0	0	0
5-9	0	0	0	0	0	0
10-14	0	0	0	0	1	0
15-19	0	0	0	2	0	0
Subtotal	0	0	0	2	1	0
All Intents/TOTAL						
0-4	0	0	0	1	0	0
5-9	0	0	0	1	0	0
10-14	0	0	0	1	0	0



10-14	4	3	5	2	4	6
15-19	4	3	5	5	5	6
TOTAL	4	3	5	5	5	6

NOTE: Rates based on 20 or fewer deaths may be unstable. Use with caution.
 ABOUT 1999-2000 DATA: The coding of mortality data changed significantly in 1999 from ICD-9 to ICD-10, so you may not be able to compare number of deaths and death rates from 1998 and before with data from 1999 and after. Though there were no apparent changes in the coding of firearm deaths, the National Center for Health Statistics does not recommend combining 1999-2000 data with previous years to obtain average annual numbers of death and death rates.
 TABLE: Statistics compiled by *Common Sense about Kids and Guns* using WISQARS. WISQARS is produced by the Office of Statistics and Programming, NCIPC, CDC.
 DATA SOURCE: NCHS National Vital Statistics System.

[Return to Vermont page](#)

View another State Statistics page:

Select:

Common Sense
 ABOUT KIDS AND GUNS

the child you save may be your own.

<ul style="list-style-type: none"> ▪ Make a Donation ▪ Take Action 	<ul style="list-style-type: none"> ▪ Welcome About Us ▪ Tour Our Home 	<ul style="list-style-type: none"> ▪ Resources ▪ In the News ▪ Fact File ▪ State Info 	<ul style="list-style-type: none"> ▪ Bulletin Board ▪ Parent Quiz ▪ Stories

[Safety Tips](#) | [Take Action](#) | [News](#) | [Resources](#) | [Facts](#) | [About Us](#)

Email a friend about this website.

© 1999-2002, *Common Sense about Kids and Guns*, All Rights Reserved.

For reprint permission, contact us.

**PERMIT ISSUANCE CRITERIA
FOR STATES WHICH ISSUE
CONCEALED WEAPON PERMITS TO NON-RESIDENTS
(As compared to Alaska's qualifications)**

Alaska - fingerprints required with application

- 1) 21 years of age
 - 2) Eligible to own/possess under federal law*
 - 3) Not been convicted of two or more Class A misdemeanors within six years
 - 4) Not in last three years ordered to complete alcohol/substance abuse program
-

Arizona - fingerprints required with application

- 1) 21 years of age
- 2) No felony indictment or conviction
- 3) Does not suffer from mental illness nor has been adjudicated mentally incompetent
- 4) Fingerprints to FBI for national criminal history check

Florida - fingerprints required with application

- 1) 21 years of age
- 2) Eligible to own/possess under federal law
- 3) No misdemeanor crime of violence in last three years
- 4) Not committed for substance abuse or convicted of a crime relating to controlled substances within three years
- 5) Does not chronically and habitually use alcohol, as provided by Florida law

Idaho - fingerprints required with application

- 1) 21 years of age
- 2) Eligible to own/possess under federal law
- 3) No misdemeanor crime of violence in last three years
- 4) Not an unlawful user of or addicted to controlled substance
- 5) Not currently suffering from mental illness nor has been adjudicated mentally ill
- 6) Not subject to protection order

Indiana - fingerprints required with application

- 1) 18 years of age
- 2) No felony conviction
- 3) Must be of good character and reputation
- 4) Applicant must have a "proper reason" to carry a handgun
- 5) Issuance to non-residents is limited to those who have a regular place of business or employment in Indiana

Iowa - fingerprints not mentioned in statute but criminal history check specifically required

- 1) 18 years of age
- 2) No felony conviction
- 3) No history of repeated acts of violence
- 4) Not addicted to the use of alcohol or any controlled substance
- 5) Issuing officer must reasonably determine the applicant does not constitute a danger to any person
- 6) Applicant must "reasonably justify" why he needs to carry a handgun

Maine - fingerprints may be required with application

- 1) 18 years of age
- 2) No felony conviction nor charges pending
- 3) Not been convicted of three or more misdemeanors in last five years
- 4) Not a drug user and not convicted in last five years of marijuana possession nor other drug crimes
- 5) Not convicted of possession of a firearm in a bar in last five years
- 5) Not been the subject of an investigation regarding domestic violence
- 6) Numerous other criteria which essentially mirror federal law

Maryland - fingerprints required with application

- 1) 18 years of age
- 2) No felony conviction
- 3) Has not exhibited a propensity for violence or instability
- 4) Not convicted of any offense involving possession, use or distribution of controlled substance
- 5) Not under legitimate medical direction nor an alcoholic
- 6) Applicant must have "good and substantial reason" to carry a handgun

Nevada - fingerprints required with application

- 1) 21 years of age
- 2) Eligible to own/possess under federal law
- 3) Not convicted of a misdemeanor crime of violence in last three years
- 4) Not convicted of DUI nor committed for alcohol or drug treatment in last five years
- 5) Not convicted of a crime involving domestic violence nor subject to a dv restraining order

North Dakota - fingerprints required with application

- 1) 18 years of age
- 2) Eligible to own/possess under federal law
- 3) Not convicted of a Class A misdemeanor crime of violence in last five years
- 4) Not been diagnosed and confined or committed as mentally ill or deficient in last three years
- 5) Non-resident application requires a LOCAL background check and approval from local law enforcement in the applicant's county (or city, borough, etc...) of residence

Utah - fingerprints required with application

- 1) 21 years of age
- 2) Eligible to own/possess under federal law
- 3) No conviction for crime of violence nor offense involving moral turpitude or domestic violence
- 4) No conviction for offense involving use of alcohol or controlled substances
- 5) Has not been adjudicated mentally ill
- 6) Is not a danger to self or others as demonstrated by specific evidence

Washington - fingerprints required with application

- 1) 21 years of age
- 2) No felony convictions
- 3) No domestic violence misdemeanor convictions since July 1, 1993
- 4) Has not been ordered to forfeit a firearm in the last year for, among other reasons, possessing a firearm while under the influence of alcohol or any drug
- 5) Has not been involuntarily committed for mental health treatment
- 6) No outstanding felony or misdemeanor arrest warrants
- 7) Not subject to provisions of protective order

* *Federal law* (18 U.S.C. §922 (g)) prohibits possession of a firearm by any person:

- 1) who has been convicted of a crime punishable by imprisonment for more than one year (generally includes any felony);
- 2) who is a fugitive from justice;
- 3) who is an unlawful user of or addicted to any controlled substance;
- 4) who has been adjudicated as a mental defective or who has been committed to a mental institution;
- 5) who is an illegal alien or who has been admitted under a nonimmigrant visa;
- 6) who has been dishonorably discharged from the Armed Forces;
- 7) who has renounced his US citizenship; or
- 8) who has been convicted of a misdemeanor crime of domestic violence.

updated 3/3/03

www.gunowners.org
Apr 1999

Why Adopt a Vermont-style CCW Law?

Several states are considering adopting "Vermont-style" concealed carry legislation. Most of the Carry Concealed Weapon (CCW) laws in the country require citizens to first get permits. But in a couple of states, like Vermont, citizens can carry a firearm without getting permission . . . without paying a fee . . . or without going through any kind of government- imposed waiting period. There are many reasons for a state to adopt a genuine right to carry law:

1. Carrying a firearm is a "right" not a "privilege"

The Second Amendment guarantees that "the right of the people to keep and bear arms shall not be infringed." This means that law-abiding citizens should not need to beg the government for permission to carry a firearm. That would turn the "right" to bear arms into a mere "privilege." Likewise, one should not have to be photographed, fingerprinted, or registered before they can exercise their Second Amendment rights. Criminals certainly do not jump through these "hoops." The Second Amendment is no different than any of the other protections enumerated in the Bill of Rights. That is, honest citizens should not need a government issued permission slip; rather, they should be able to carry as a matter of right.

2. The issuing of permits can be abused by officials

a. Refuse to issue

* New York City: Officials in New York City routinely deny gun permits for ordinary citizens and store owners because -- as the courts have ruled - - they have no greater need for protection than anyone else in the city. In fact, the authorities have even refused to issue permits when the courts have ordered them to do so. (1)

* Gary, Indiana: Then-Mayor Richard Hatcher let it be known in 1979 that he would not be approving any citizens' concealed carry applications. He then said if they wanted to challenge his authority, they were welcome to take him to court. It took citizens over 10 years (and thousands of dollars in legal fees) to get any relief. (2)

* San Jose, CA: Joseph McNamara, a former police chief and anti-gun spokesman, bragged in his 1984 book, *Safe & Sane*, that "in San Jose, I have made it considerably tougher for residents to get handgun permits." (3)

b. Require fingerprints -- Virginia applicants for concealed carry permits were forced to submit to FBI fingerprint background checks without any authorization requiring such checks. (4)

c. Revoke for politically incorrect speech -- In Oregon, officials have been known to revoke concealed carry licenses because of one's political views. In one case, a

permit holder had his license revoked because he was the editor of a pro-life newspaper. (5)

d. Print licensee holders' names in newspapers -- In several states, newspapers have frequently printed the names of concealed carry permit holders, which are almost always public information. (6)

3. Officials can "raise the hurdles" in order to get a permit

*** The power to license a right is the power to destroy a right**

a. Arbitrary Delays -- While New Jersey law requires applications to be responded to within thirty days, delays of ninety days are routine; sometimes, applications are delayed for several years for no readily apparent reason. (7)

b. Arbitrary Denials -- See the examples above from New York City, Indiana and California.

c. Arbitrary Fee Increases -- In 1994, the Clinton administration pushed for a license fee increase of almost 1,000 percent on gun dealers. According to U.S. News & World Report, the administration was seeking the license fee increase "in hopes of driving many of America's 258,000 licensed gun dealers out of business." (8) This example clearly shows how easily government officials can abuse the issuing of carry permits. Instead of using lower fees to merely pay for the processing of permits, officials can raise the fees to keep people from exercising their rights.

4. Vermont has a genuine right to carry law (i.e., requires no permits) and yet boasts one of the lowest crime rates in the nation

A. Vermont enjoys the 49th lowest crime rate in the nation, according to the FBI:

Violent Crime (1997) rate per 100,000 people		
Rank	State	Rate
1st	Florida	1023.6
2nd	South Carolina	990.3
	U.S. average	610.8
49th	Vermont	119.7
50th	North Dakota	87.2

B. The FBI statistics also show that Vermont boasts the 47th lowest murder rate among the 50 states:

Murder (1997) rate per 100,000 people		
Rank	State	Rate
1st	Louisiana	15.7
2nd	Mississippi	13.1
	U.S. average	6.8
47th	Vermont	1.5
48th	New Hampshire	1.4
49th	South Dakota	1.4
50th	North Dakota	.9

C. Anti-gunners like Sarah Brady want people to think that "access to firearms" is one of the greatest social ills facing this nation. If this is so, then why are guns not a problem in Vermont where anyone can strap a .45 under their jacket and go about their business? Why hasn't Vermont turned into the popular notion of the Wild West? Few states ever come close to earning the title of the "state with the lowest crime rate." Vermont has.(9)

D. Not surprisingly, concealed carry laws have worked nationwide to drop crime rates.

1. A comprehensive national study in 1996 determined that violent crime fell after states made it legal to carry concealed firearms. (10)

2. The results of the study showed:

* States which passed concealed carry laws reduced their murder rate by 8.5%, rapes by 5%, aggravated assaults by 7% and robbery by 3%; and

* If those states not having concealed carry laws had adopted such laws in 1992, then approximately 1,570 murders, 4,177 rapes, 60,000 aggravated assaults and 12,000 robberies would have been avoided yearly. (11)

5. Waiting periods of any kind (such as those resulting from the CCW licensing process) can threaten honest people's safety. (12)

Note: Criminals usually don't bother to go through the waiting period since they don't apply for permits.

a. New York. In 1983, Igor Hutorsky was murdered by two burglars who broke into his Brooklyn furniture store. The tragedy is that some time before the murder his business partner had applied for permission to keep a handgun at the store. Even four

months after the murder, the former partner had still not heard from the police about the status of his gun permit. (13)

b. Colorado. Talk show host (Alan Berg) was gunned down in 1984 after being denied a concealed carry permit. (14)

c. Wisconsin. In 1991, Bonnie Elmasri inquired about getting a gun to protect herself from a husband who had repeatedly threatened to kill her. She was told there was a 48 hour waiting period to buy a handgun. But unfortunately, Bonnie was never able to pick up a gun. She and her two sons were killed the next day by an abusive husband of whom the police were well aware. (15)

d. Los Angeles. USA Today reported that many of the people rushing to gun stores during the 1992 riots were "lifelong gun-control advocates, running to buy an item they thought they'd never need." Ironically, they were outraged to discover they had to wait 15 days to buy a gun for self-defense. (16)

e. Virginia. In 1993, Marine Cpl. Rayna Ross bought a gun (in a non-waiting period state) and used it two days later to kill an attacker who was armed with a bayonet. (17) Had a waiting period been in effect, Ms. Ross would have been defenseless against the man who was stalking her.

6. CCW licenses register gun owners -- and licensing can lead to confiscation of firearms

a. **Step One: Registration** -- In the mid-1960s officials in New York City began registering long guns. They promised they would never use such lists to take away firearms from honest citizens. But in 1991, the city banned (and soon began confiscating) many of those very guns. (18)

b. **Step Two: Confiscation** -- In 1992, a New York city paper reported that, "Police raided the home of a Staten Island man who refused to comply with the city's tough ban on assault weapons, and seized an arsenal of firearms. . . . Spot checks are planned [for other homes]." (19)

c. **Foreign Countries** -- Gun registration has led to confiscation in several countries, including Greece, Ireland, Jamaica and Bermuda. (20) And in an exhaustive study on this subject, Jews for the Preservation of Firearms Ownership has researched and translated several gun control laws from foreign countries. Their publication, *Lethal Laws: "Gun Control" is the Key to Genocide*, documents how gun control (and confiscation) has preceded the slaughter and genocide of millions of people in Turkey, the Soviet Union, Germany, China, Cambodia and others. (21)

7. Constitutionally, officials cannot license or register a fundamental right

The Supreme Court held in *Lamont v. Postmaster General* (1965) that the First Amendment prevents the government from registering purchasers of magazines and newspapers -- even if such material is "communist political propaganda." (22)

8. Citizens show amazing accuracy and self-restraint with firearms

Citizens shoot and kill at least twice as many criminals as police do every year (1,527 to 606). (23) And readers of Newsweek learned in 1993 that "only 2 percent of civilian shootings involved an innocent person mistakenly identified as a criminal. The 'error rate' for the police, however, was 11 percent, more than five times as high." (24)

-
1. David Kopel, "Trust the People: The Case Against Gun Control," [Cato Institute] Policy Analysis 109 (July 11, 1988): 25-26.
 2. Supreme Court of Indiana, *Kellogg v. City of Gary*, 1990.
 3. Joseph McNamara, *Safe & Sane*, (1984): 74.
 4. Peter Finn, "FBI Stops Checking Va. Gun Applicants," *The Washington Post*, 12 July 1996.
 5. In a court hearing to have the license returned, the judge in the case admitted that the individual did not meet the criteria for a revocation (i.e., he had never engaged in acts of violence or made threats of violence) but agreed to uphold the revocation anyway. The justification the judge gave was that the abortion issue was "a volatile one" and people involved in it should not be allowed to carry guns. A friend of the "defendant" made a routine inquiry to the sheriff's department to see if any abortion doctors or activists had their licenses revoked. By Oregon law this is public information. He was immediately visited by four FBI agents who demanded to know the reason for the request. Statement by Kevin Starrett, Oregon Representative for Gun Owners of America, August 21, 1995.
 6. North Carolina, Pennsylvania and Virginia are just three examples where local newspapers have printed the names of concealed carry permit holders.
 7. Kopel, "Trust the People," at 26.
 8. U.S. News & World Report, (17 January 1994): 8.
 9. Morgan Quitno Press, *Crime State Rankings 1996*, at iv.
 10. John R. Lott, Jr. and David B. Mustard, "Crime, Deterrence, and Right-to-Carry Concealed Handguns," University of Chicago, (13 July 1996). See also Lott, Jr., "More Guns, Less Violent Crime," *The Wall Street Journal* (28 August 1996).
 11. *Ibid.*
 12. Any waiting period -- whether the wait to buy a gun, or the wait to get a carry permit -- can have disastrous consequences. While most of the examples listed here relate to gun purchase waiting periods, the principle is the same. Waiting periods put one's rights on hold; and when one is in immediate danger, the result can be death.
 13. Senate, "Handgun Violence," at 107, citing *Novae Russkae Slovo*, Vol. LXXII, No. 26.291, (6 Nov. 1983).
 14. Stephen Singular, *Talked to Death: The Murder of Alan Berg and the Rise of the Neo-Nazis*, (1987): 137-138. Since he was shot from behind, one could possibly argue that a gun might not have helped him. Of course, had Berg received a carry permit, one can never be sure if his being armed would have served as a deterrent to the killer, who had stalked him for some time. Regardless, the point is that he should have been able to defend himself.
 15. *Congressional Record*, 8 May 1991, pp. H 2859, H 2862.
 16. Jonathan T. Lovitt, "Survival for the armed," *USA Today*, 4 May 1992.
 17. *Wall Street Journal*, 3 March 1994 at A10.
 18. On August 16, 1991, New York City Mayor David Dinkins signed Local Law 78 which banned the possession and sale of certain rifles and shotguns.
 19. John Marzulli, "Weapons ban defied: S.I. man, arsenal seized," *Daily News*, 5 September 1992.
 20. David Kopel, "Trust the People: The Case Against Gun Control," [Cato Institute] Policy Analysis 109 (July 11, 1988):25.
 21. Jay Simkin, Aaron Zelman and Alan M. Rice, *Lethal Laws: "Gun Control" is the Key to Genocide*, (Milwaukee: Jews for the Preservation of Firearms Ownership, 1994).
 22. *Lamont v. Postmaster General*, 381 U.S. 301, 85 S. Ct. 1493, 14 L. Ed. 2d 398 (1965).
 23. Kleck, *Point Blank: Guns and Violence in America*, (1991):111-116, 148.
 24. George F. Will, "Are We 'a Nation of Cowards'?", *Newsweek* (15 November 1993):93.
-

[Up to Home](#)

[Copyright, Contact and Credits](#)

How HB 102 Will Affect Alaska's Concealed Carry Laws

Who is eligible to carry a concealed deadly weapon?

Current Alaska Law

Any citizen who is 21 years old, has not been convicted of a felony, is eligible under state and federal laws to own a handgun, and has successfully completed the application process and a handgun training course may carry a concealed handgun. (AS 18.65.705)

Some permit holders from out of state can carry concealed in Alaska (AS18.65.748).

Persons under the age of 21 can carry concealed weapons on their own property or while actively engaged in lawful hunting or other outdoor activities (AS 11.61.220(b)).

You cannot carry a concealed weapon within:

a residence other than your own without having first obtained express permission from an adult residing there

anywhere a person is prohibited from carrying under state or federal law including schools (18.U.S.C.921), (AS 18.65.755)

any place where intoxicating liquor is sold for consumptive purposes (AS 11.61.220(a)(2))

the premises or on a parking lot adjacent to child care centers, or a domestic violence or sexual assault centers, or within a courtroom or courthouse (AS 11.61.220(a)(4)).

Alaska Law as Amended by HB102

Any person, Alaskan or from out of state, who is 21 years old, has not been convicted of a felony and is eligible under state and federal laws to own a handgun may carry a concealed weapon.

Persons under the age of 21 can carry concealed weapons on their own property or while actively engaged in lawful hunting or other outdoor activities.

No change

Where am I not allowed to carry a concealed deadly weapon?

How HB 102 Will Affect Alaska's Concealed Carry Laws

	Current Alaska Law	Alaska Law as Amended by HB102
Do I need a permit to carry a concealed deadly weapon?	Yes, unless you are on your own land or are actively engaged in lawful hunting or other lawful activity that necessarily involves the carrying of a weapon for personal protection (AS 11.61.220(b)(1) and (2)).	No.
When contacted by a peace officer, do I have to tell him I'm carrying?	Yes, if you have a permit. No, if you do not have a permit and are legally carrying a concealed handgun on your own property or actively engaged in an outdoor activity as described above. No, if you are carrying a handgun or other deadly weapon illegally. (AC 18.65.750)	Yes, whether you have a permit or not, Yes, whether you are legally allowed to carry or not, Yes, whether you are carrying a handgun or other type of concealed deadly weapon. Yes, whether you are on your own property or not. Yes, even if you are hunting or actively engaged in another outdoor activity.
Can I legally carry a sheath knife under my coat?	No. (AS 11.61.220 (a)(1)). Permits are for handguns only. (AS 18.65.700-790)	Yes.
If I am carrying a sheath knife, am I legally obligated to tell a peace officer?	No.	Yes.
Can I carry a pipe bomb or other explosive?	No. (AS 11.61.240.)	No. (AS 11.61.240.)
Can I carry my gun in other states?	Yes, certain states allow permit holders from Alaska to carry concealed in their state.	Yes, HB102 maintains the permit system for exactly this purpose.



REPRESENTATIVE ERIC CROFT

The Benefits of HB 102 to Rural Alaskans

HB 102 eliminates the requirement that a person have a permit to carry a concealed weapon in Alaska. The bill does not change federal and state provisions that describe who can and cannot legally possess a weapon or what type of weapons are legal or illegal to possess or carry. It also does not change any of the restrictions on where someone can carry a weapon. In Alaska, people can already openly carry a weapon without a permit. This bill simply eliminates the distinction between concealed and open carry.

This simple change has many benefits to rural Alaskans including:

A person passing through a village on his way home from a hunting trip will no longer be breaking the law if they have a warm jacket on over their gun or knife.

- As it is now, a person can carry a concealed weapon while actively engaged in a lawful outdoor activity such as hunting, fishing or trapping, where a weapon is necessary for personal protection, but he cannot pass through a village or other area that is closed to such activities with the weapon concealed.

A person snowmachining will be able to legally wear their gun or knife under their coat instead of cumbersomely on the outside.

Permits are often difficult to obtain in rural Alaska.

- Most certified training courses are located closer to the larger municipalities.

Sheath knives are no longer illegal to carry concealed

- Under current law, it is illegal to carry a concealed deadly weapon without a permit, but the permits only license handguns, not long knives.



HB

1 1 4



ALASKA COURT SYSTEM
State of Alaska
Office of the Administrative Director

Doug Wooliver
Administrative Attorney

820 West 4th Avenue
Anchorage, Alaska 99501-2005
(907) 264-8265
FAX (907) 264-8291

April 15, 2003

The Honorable Ralph Seekins
Chair, Senate Judiciary Committee
Alaska State Legislature
State Capitol (MS 3100)
Juneau, Alaska 99801-1182

Dear Senator Seekins:

The Alaska Court System respectfully requests that you schedule CSHB 114(JUD)(title am) for a hearing before the Senate Judiciary Committee at your earliest convenience.

Committee Substitute for House Bill 114(JUD)(title am) was introduced at the request of the Supreme Court of the State of Alaska to fix a small but time-consuming and costly problem with the way search warrants are requested.

In order for a peace officer to obtain a search warrant, he or she must present evidence sufficient to convince a judge that probable cause exists to believe that the item or place to be searched is in some way related to or evidence of a crime. That evidence comes in the form of either a written affidavit or oral testimony. Providing such evidence is not a problem if the officer and the judge are in the same community. The officer may either drop off a signed affidavit and or personally testify before the judge. The situation is different when the officer and the judge are not in the same community. In those cases the testimony must come in either through a faxed affidavit, telephonic testimony or through a third person.

Current law (AS 12.35.015(a)) restricts faxed affidavits and telephonic testimony to only those situations where the evidence to be searched is in danger of being lost or destroyed. In all other cases the officer must call another peace officer in the community where the judge is located, tell him or her the facts and have that officer either fill out and sign an affidavit or appear personally before the judge. If no officer is available for this errand then the one in need of the search warrant must either wait until someone is available or, in some cases, fly into the community where the judge is located and personally petition for the warrant.

A common scenario where this problem arises is when a village police officer seizes what he or she believes to be contraband liquor. The officer needs a search warrant to open the package but because he or she has seized the item to be searched it is not in

danger of being lost or destroyed. Because of this the officer is precluded from applying for a search warrant telephonically or by fax. In some cases this has led to the officer having to fly to the nearest community that has a judicial officer in order to obtain the warrant. This adds unnecessary expense and delay to the process.

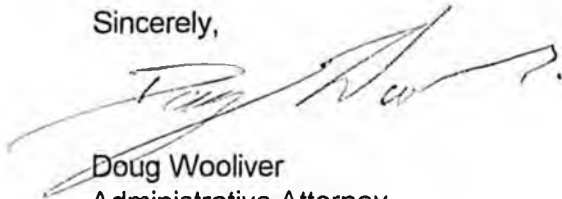
The change requested by the supreme court would expand the circumstances under which the court may accept faxed affidavits and telephonic testimony to include circumstances where the fax or testimony would avoid a delay in obtaining the warrant and that delay might interfere with an ongoing investigation.

This bill does not in any way change the standard that must be met before the judge can actually issue the warrant.

The minor change requested by CSHB 114(JUD)(title am) should facilitate law enforcement in many communities around the state.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Doug Wooliver".

Doug Wooliver
Administrative Attorney
Alaska Court System

FISCAL NOTE

STATE OF ALASKA
2003 LEGISLATIVE SESSION

Fiscal Note Number: _____
 Bill Version: CSHB 114(JUD)(title am)
 () Publish Date: _____

Revision Date/Time (Note if correction): _____ Dept. Affected: _____
 Title Issuance of Search Warrants BRU Alaska Court System
 Component Trial Courts
 Sponsor House Rules by Request
 Requester Senate State Affairs Component No. 768

Expenditures/Revenues (Thousands of Dollars)

Note: Amounts do not include inflation unless otherwise noted below.

OPERATING EXPENDITURES	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009
Personal Services						
Travel						
Contractual						
Supplies						
Equipment						
Land & Structures						
Grants & Claims						
Miscellaneous						
TOTAL OPERATING	0.0	0.0	0.0	0.0	0.0	0.0

CAPITAL EXPENDITURES						
-----------------------------	--	--	--	--	--	--

CHANGE IN REVENUES ()						
-------------------------------	--	--	--	--	--	--

FUND SOURCE (Thousands of Dollars)

1002 Federal Receipts						
1003 GF Match						
1004 GF						
1005 GF/Program Receipts						
1037 GF/Mental Health						
Other (Specify Type--Do not abbreviate)						
TOTAL	0.0	0.0	0.0	0.0	0.0	0.0

Estimate of any current year (FY2003) cost: 0.0
 Mark this box (X) if funding for this bill is included in the Governor's FY 2004 budget proposal:

POSITIONS

Full-time						
Part-time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)
 The Alaska Court System does not anticipate any fiscal impact by the passage of CSHB 114 (JUD)(title am).

Prepared by: Doug Wooliver, Administrative Attorney Phone _____
 Division: Alaska Court System Date/Time 4/15/03 3:16 PM
 Approved by: Stephanie Cole, Administrative Director Date 4/15/2003
 Agency: Alaska Court System

Subject: HB 114 (Search Warrants)

Date: Mon, 28 Apr 2003 10:55:54 -0800

From: Matthew Leveque <matthew_leveque@dps.state.ak.us>

Organization: Department of Public Safety

To: brian_hove@legis.state.ak.us

CC: Juanita M Hensley <juanita_hensley@dps.state.ak.us>,
Doug Wooliver <dwooliver@courts.state.ak.us>

Mr. Hove,

I have been available (at the LIO or off net) for questions when other committees have considered HB 114 (An Act relating to the issuance of a search warrant upon the sworn testimony of...) That bill comes before Senate Judiciary on Friday, May 2, 2003. Due to a schedule conflict, I will not be available to the committee that day.

The Department of Public Safety would like Senator Seekins and the committee to know that Commissioner Tandeske fully supports HB 114.

If I can answer any questions before or after the hearing, please let me know. Will you please make copies of this email available to committee members? Thank you.

--
Lieutenant Matt Leveque
Field Operations Coordinator
Alaska State Troopers
5700 East Tudor Road
Anchorage, AK 99507
907-269-0390 (voice)
907-269-5033 (fax)
matthew_leveque@dps.state.ak.us

HB

145

FISCAL NOTE

STATE OF ALASKA
2003 LEGISLATIVE SESSION

Fiscal Note Number: 1
Bill Version: HB 145
(H) Publish Date: 3/3/03

Revision Date/Time (Note if correction): _____ Dept. Affected: Law
Title: "An Act relating to public interest litigants and BRU: Civil Division
to attorneys fees; and amending Rule 82, ...Civil Procedure." Component: Deputy Attorney General's Office
Sponsor: Rules Committee
Requester: Governor Component No.: 2205

Expenditures/Revenues (Thousands of Dollars)

Note: Amounts do not include inflation unless otherwise noted below.

OPERATING EXPENDITURES	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009
Personal Services						
Travel						
Contractual						
Supplies						
Equipment						
Land & Structures						
Grants & Claims						
Miscellaneous						
TOTAL OPERATING	0.0	0.0	0.0	0.0	0.0	0.0

CAPITAL EXPENDITURES						
-----------------------------	--	--	--	--	--	--

CHANGE IN REVENUES ()						
-------------------------------	--	--	--	--	--	--

FUND SOURCE (Thousands of Dollars)

1002 Federal Receipts						
1003 GF Match						
1004 GF						
1005 GF/Program Receipts						
1037 GF/Mental Health						
Other (Specify Type--Do not abbreviate)						
TOTAL	0.0	0.0	0.0	0.0	0.0	0.0

Estimate of any current year (FY2003) cost: 0.0
Check this box (X) if funding for this bill is included in the Governor's FY 2004 budget proposal:

POSITIONS

Full-time						
Part-time						
Temporary						

ANALYSIS: *(Attach a separate page if necessary)*
Under Rule 82, Alaska Rules of Civil Procedure, attorney's fees are awarded to the prevailing party. By rule, the attorney's fee awards are limited to a percentage of the actual fees depending on a number of factors, including whether the case is contested or goes to trial, and whether or not a money judgment is received. The complexity of the case and length of trial are among a list of other factors that may be used by the court to vary the size of the award. In contrast, under current Alaska case law public interest litigants may receive full attorney fees when they prevail, with no apportionment by issue, and are not liable for opposing party's fees when they lose their case.

This bill requires that attorney fee awards to or against a public interest litigant follow the same court rule as non-public interest litigants. The bill further requires that if a court increases the award from the percentages set out in: (b)(1) or (b)(2) of the rule, it must apportion the attorney's fee by issue, and absent exceptional circumstances, can only award the increased fee for an issue the party prevailed upon.

Prepared by: Joan M. Kasson Phone: (907) 465-5370
Division: Attorney General's Office Date/Time: 1/27/03 8:28 AM
Approved by: Kathryn Daughhete for Gregg D. Renkes, Attorney General Date: 1/27/2003
Agency: Department of Law

FISCAL NOTE #1

STATE OF ALASKA
2003 LEGISLATIVE SESSION

BILL NO. HB 145

ANALYSIS CONTINUATION

Passage of this legislation will have no impact on the Department of Law's operating budget. However, each year the department seeks supplemental funding to pay judgments and claims against the state, including public interest litigant attorney's fee awards. Total attorney's fee awards under the public interest litigant exception to Rule 82 included in judgments against the state for the last five years are as follows: FY98, \$186.4; FY99, \$413.9; FY00, \$34.7; FY01 \$298.4; FY02 \$335.9. (These numbers represent fees only, and do not include costs, pre-judgment or post-judgment interest.)

Passage of this legislation would lower, but not eliminate these awards in the future, thereby reducing the amount of supplemental requests. Public interest litigants would still be allowed to recover fees under Rule 82. Thus, the extent to which the fee awards would be reduced under this legislation would depend on the application of Rule 82 schedules to public interest litigation. In turn, this depends on the nature of the litigation and the extent to which the courts vary the award under the provisions Rule 82(b)(3).

Most public interest litigation does not involve recovery of a money judgment. When there is no money judgment, Rule 82 provides that the prevailing party can receive 30 percent of their reasonable attorney's fees if the case goes to trial, and 20 percent if it does not. This starting amount can be changed by the court after considering a list of eleven factors contained in Rule 82(b)(3), including case complexity, length of trial, reasonableness of the claims and defenses, relationship of the amount of work, the significance of the matters at stake, etc. The Judicial Council study noted in the following paragraph found that variances to the Rule 82 schedule were relatively rare for the types of civil cases the study examined. (See p. 61.) However, we have no way of knowing if the same would be true for public interest cases. At the most, assuming that all cases were non-monetary, did not go to trial, and contained no factors listed under Rule 82(b)(3), the awards would be reduced 80 percent from the amounts that would be granted under existing law. The actual reduction would almost certainly be less.

The Alaska Judicial Council, in its October 1995 report, *Alaska's English Rule: Attorney's Fee Shifting in Civil Cases*, discusses the development in Alaska of Rule 82 and the public interest exception. (<http://www.ajc.state.ak.us/Reports/ratyfee.pdf>) The cases cited in the report indicate the Supreme Court intended to encourage public interest litigation by making it more financially feasible for people to litigate questions of general public concern through full reimbursement of their legal costs if they win, and by not making them pay any of the prevailing party's legal costs if they lose. (See pp. 73-77.) We have been unable to find objective data to indicate whether or not the public interest exception is a primary motivation for parties to litigate public interest issues. However, anecdotal evidence found in the Judicial Council report (pp. 129-131) suggests that the public interest exception has the effect of encouraging public interest litigation, and thus there may be fewer public interest litigation cases in the future if this bill passes.

FISCAL NOTE

STATE OF ALASKA
2003 LEGISLATIVE SESSION

Fiscal Note Number: 2
Bill Version: HB 145
(H) Publish Date: 3/3/03

Revision Date/Time (Note if correction): _____ Dept. Affected: Administration
Title An Act relating to public BRU Risk Management
interest litigants..... Component Risk Management
Sponsor _____
Requester _____ Component No. 71

Expenditures/Revenues (Thousands of Dollars)

Note: Amounts do not include inflation unless otherwise noted below.

OPERATING EXPENDITURES	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009
Personal Services						
Travel						
Contractual						
Supplies						
Equipment						
Land & Structures						
Grants & Claims						
Miscellaneous						
TOTAL OPERATING	*	*	*	*	*	*

CAPITAL EXPENDITURES						
-----------------------------	--	--	--	--	--	--

CHANGE IN REVENUES ()						
-------------------------------	--	--	--	--	--	--

FUND SOURCE (Thousands of Dollars)

1002 Federal Rereipts						
1003 GF Match						
1004 GF						
1005 GF/Program Receipts						
1037 GF/Mental Health						
Other (Specify Type--Do not abbreviate)						
TOTAL	*	*	*	*	*	*

Estimate of any current year (FY2003) cost: 0.0
Check this box (X) if funding for this bill is included in the Governor's FY 2004 budget proposal:

POSITIONS

Full-time						
Part-time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

Risk Management is not usually involved in public interest cases, as most do not involve recovery of damages that are typical in tort actions.

Prepared by: J. Brad Thompson, Director Phone _____
Division Risk Management Date/Time 2/3/03 11:52 AM
Approved by: _____ Date 2/3/2003
Agency Administration

FISCAL NOTE

STATE OF ALASKA
2003 LEGISLATIVE SESSION

Fiscal Note Number: 3
Bill Version: CSHB 145(JUD)
(H) Publish Date: 5/8/03

Revision Date/Time (Note if correction): _____ Dept. Affected: Administration
Title An Act relating to public BRU Risk Management
interest litigants..... Component Risk Management
Sponsor Governor
Requester (H) Jud Component No. 71

Expenditures/Revenues (Thousands of Dollars)

Note: Amounts do not include inflation unless otherwise noted below.

OPERATING EXPENDITURES	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009
Personal Services						
Travel						
Contractual						
Supplies						
Equipment						
Land & Structures						
Grants & Claims						
Miscellaneous						
TOTAL OPERATING	0.0	0.0	0.0	0.0	0.0	0.0

CAPITAL EXPENDITURES						
-----------------------------	--	--	--	--	--	--

CHANGE IN REVENUES ()						
-------------------------------	--	--	--	--	--	--

FUND SOURCE (Thousands of Dollars)

1002 Federal Receipts						
1003 GF Match						
1004 GF						
1005 GF/Program Receipts						
1037 GF/Mental Health						
Other (Specify Type--Do not abbreviate)						
TOTAL	0.0	0.0	0.0	0.0	0.0	0.0

Estimate of any current year (FY2003) cost: 0.0
Check this box (X) if funding for this bill is included in the Governor's FY 2004 budget proposal:

POSITIONS

Full-time						
Part-time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

Risk Management is not usually involved in public interest cases, as most do not involve recovery of damages that are typical in tort actions.

Prepared by: J. Brad Thompson, Director Phone 465-2180
Division Risk Management Date/Time 5/1/03 2:37 PM
Approved by: Mike Miller, Commissioner Date 5/1/2003
Agency Department of Administration

Sen. Seekins
Rm 125



May 18, 2003

By Hand Delivery

Honorable Gene Therriault, President of the Senate
Alaska Legislature
State Capitol Room 111
Juneau, Alaska

Re: **Public Interest Litigants: Attorneys fees and costs**
CSHB 145 (FIN) – Oppose; CSHB 145 (JUD) – No position

Dear Senator Therriault:

We urge a "no" vote on CSHB 145(FIN). The bill would carve out non-constitutional claims and say court cases that seek to enforce the very laws you make would *not* be in the public interest. The bill does preserve a semblance of the public interest litigant doctrine for claims brought under the Alaska or U.S. Constitution, but I submit that is not good enough. Most public interest litigation is brought to enforce the very laws you pass.

It is easy to foresee cases where a citizen may seek to enforce a state statute or local ordinance against the executive or judicial branch that is refusing to implement an enactment of the legislative branch, without raising a constitutional question. I enclose an excerpt from testimony before the House Judiciary Committee on April 30, 2001 on a bill debated in the 22nd Legislature, SB 183, which ultimately did not pass. SB 183 was similarly broad in its abrogation of the public interest litigant doctrine as CSHB 145 (FIN), and so the comment is worth considering. Lauree Hugonin of the Alaska Network on Domestic Violence and Sexual Assault pointed out that the public interest litigant doctrine permitted a suit against the Alaska Court System itself, which was failing to implement a domestic violence law that the Legislature had passed.

An important aspect of the public interest litigant doctrine is that it is designed to provide compensation when a member of the public acts as a "private attorney general" to enforce a law. The doctrine also preserves access to the courts to citizens of modest means when the citizen's financial stake in the litigation is small in comparison to the cost of litigation. The doctrine opens the court system to seek resolution of disputes involving laws on such issues as:

- when human life begins and when it should end
- control and use of human tissues
- access to genetic and other personal medical information
- freedom of religion, speech and association
- discrimination on the basis of age, race, religion or disability
- validity of taxes and excises
- validity of elections and election conduct

MEMBER OF THE
NATIONAL
ASSOCIATION OF
PROTECTION &
ADVOCACY
SYSTEMS

We strongly urge you to think twice – no three times – before abrogating the public interest litigant doctrine for all Alaskans and for all statutory and common law issues. CSHB 145 (JUD) is a narrower bill, on which we take no position. CSHB 145 (FIN) is sweeping in its effect, and we oppose it.

I believe the public interest doctrine is a rule of procedure that the Alaska Supreme Court has promulgated¹ through court opinions under the judicial doctrine of "stare decisis," also known as the rule of precedent, and that a two-thirds majority of the Legislature is required to modify the public interest doctrine. Art. IV, § 15, ALASKA CONST. E.g., State v. Smith, 593 P.2d 625 (Alaska 1979)(noting power of the Supreme Court to allocate attorneys fees as a matter of procedure); Leege v. Martin, 379 P.2d 447 (Alaska 1963)(invalidating statute that purported to modify court rule of procedure due to absence of expression of intention to modify court rule in bill title); City of Valdez v. Valdez Dev. Co., 506 P.2d 1279 (Alaska 1973). Each time since 1993 that the Legislature has found as a matter of policy that Rule 82 of the Alaska Rules of Civil Procedure ought to be modified, it has done so by formal court rule change with at least two-thirds of the Legislature voting in favor of the rule change.²

In revising Alaska Rule of Civil Procedure 82 in 1993, the Supreme Court expressly preserved this rule of procedure with regard to allocation of attorneys fees and costs in public interest litigation. Alaska Supreme Court Order 1118 am, at ¶ 2. So the Alaska Supreme Court has expressed this rule of procedure regarding the award of attorneys fees and costs in public interest litigation in three ways: (1) as a notation to ARCivP 82; (2) as a paragraph of a Supreme Court Order no. 1118am; and (3) as a doctrine expressed in published judicial decisions.

The Legislature should recognize this, and adopt any revision of the public interest litigant doctrine as a formal rule change, including appropriate reference in the title of the bill. I believe this would implement Articles IV, § 15 and II, §13 of the Alaska Constitution, as well as Uniform Rule 39(e) of the Alaska Legislature.

Section 3 of CSHB 145 (FIN) also purports to limit the factors that trial and appellate courts may consider in issuing stays on appeal, thereby creating an unnecessary and unwise separation of powers of issue in an area that is well-settled by Alaska case law. E.g., Powell v. Anchorage, 536 P.2d 1228 (Alaska 1975)(whether stay pending appeal on order granting or dissolving injunction is question directed to sound discretion of the court, applying Alaska Rule

¹ "Promulgate" is defined as "to declare or announce publicly; to proclaim." Black's Law Dictionary, 2nd Pocket Ed. (West Pub. 2001).

² Ch. 94, §5, Session Laws of Alaska (SLA) 1998 (HB 51, amending Alaska Civil Rule 82 in adopting AS 46.03.761); Ch. 26, § 52, Session Laws of Alaska (SLA) 1997 (HB 58, amending AS 09.30.065); Ch. 57, §6, SLA 1995 (SB 115, adopting the Uniform Interstate Family Support Act).

Senator Gene Therriault, President of the Senate, Alaska Legislature

RE: CSHB 145 (FIN) and CSHB 145 (JUD), Public interest litigants: Attorneys fees & costs
May 18, 2003

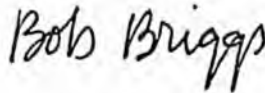
Page 3 of 3

of Civil Procedure 62); Johns v. State of Alaska, 431 P.2d 148 (Alaska 1967)(same, applying Alaska Rule of Appellate Procedure 204).

Addition of Section 3 in the Finance Committee is wholly unsupported by the committee record in the House. There was no testimony of courts running amok, arbitrarily issuing (or failing to issue) stays on appeal. We submit that the case-by-case, open-ended factors that courts are required to apply under existing Civil Rule 62 and Appellate Rule 204 have been working just fine.

I urge your support of public access to the courts and public enforcement of the laws that you pass by voting "no" on CSHB 145 (FIN). I take no position on CSHB 145 (JUD), other than to say that it should be amended to clearly state that it is a revision of a court rule of procedure, and Uniform Rule 39(e) should be followed.

Very truly yours,



Robert B. Briggs, staff attorney

Encl.

Cc (w/ encl.):

Members of the Senate

Dave Fleurant, exec. dir., DLC Anchorage

Excerpt from minutes of the House Judiciary Committee on SB 183
2nd Legis., 1st Sess. (April 30, 2001)*

From TAPE 01-79, SIDE B**
Number 2465

LAUREE HUGONIN, Alaska Network on Domestic Violence and Sexual Assault, came forth in opposition to SB 183. She stated:

We have the unfortunate circumstance of being a public interest litigant. In 1996, after the Domestic Violence Act passed, the court was refusing to implement all three forms of protective orders that the legislature had, in statute, allowed.

So, we didn't litigate against the executive branch or the legislative branch; we actually went to court against the court system and wanted a result to be that they would conform to the statutory provisions that allowed a victim of domestic violence to be able to get one two or three protective orders, the way that the legislature had set it out.

We prevailed in that case. We did not get all of our attorneys' fees; we probably got about 75 or 80 percent. ... Since we did prevail, we didn't have to face the issue of - if we had lost - having to pay the court system's fees. I think that's an important concept in the public interest litigant venue. It's not as if we were going against someone, maybe, of an equal kind of circumstance.

We were litigating against the court system. ... They have almost unlimited resources available to them and ... [are] able to continue that litigation, whereas we don't accept any state money. The federal money we get, of course, is for projects; it's not available for any kind of litigation.

... So we were fundraising for private donations to be able to carry forward the litigation. And it was fortunate that I had had experience in the legislative process ... so I could do a lot of legwork for the attorney. I could get legislative records, and I knew how to look up and research statutes. And we put a lot of our own effort into the case.

We also didn't just enter the case frivolously. ... We approached the court forms committee in trying to talk to them about how to resolve the situation. We approached the court system's [administration] in trying to resolve the situation. We tried to get an attorney general's opinion about the statutes so that the court could feel more comfortable in relying on that to resolve the situation. All of the steps that we had taken were to no avail. The court system was firm in its position, and they were not accurate, and they did have to change to allow for these three forms of protection.

*http://www.legis.state.ak.us/basis/get_single_minute.asp?session=22&beg_line=00144&end_line=01121&time=1425&date=20010430&comm=JUD&house=H

** Ellipses (...) in original.

We entered the lawsuit on behalf of a Jane Doe, who currently had a threatening situation with the protective orders. And then we entered it on behalf of victims who had come after that to be able to take up this protection that the legislature had afforded them. So, I think when you are determining whether or not to move forward with the legislation, it is important to keep in mind that it's not just the million-dollar environmental cases that come forward that take advantage

TAPE 01-79, SIDE B
Number 2465

MS. HUGONIN continued:

... [They are] not after money, but they're going to try and clarify statutes, trying to uphold public policy, trying to be able to have the institution of government correct its misbehavior, and I think that's an important avenue to allow to continue.

So, while I understand that this bill would preclude - if for some reason we would have to be in the position of being a public interest litigant again - for us requesting attorneys' fees, I think it would be very difficult for us to go forward against an entity with unlimited resources if we were going to have to pay their costs in the end. ...

There might be some area for compromise if you're looking at prevailing issues. I can see some merit to the fact that if I brought a case and I lost,...maybe I shouldn't get all of the money back, if it was something that I didn't have much of a hope of winning in the first place. ... I think it's very important that that's deliberately thought through, and ... this isn't the best way to get to the people that you're really having a problem with.

THE
FOLLOWING
DOCUMENT(S)
ARE
POOR
ORIGINAL
COPIES

CLIENT MATTER # 0119110.0100

DOCKET DETAILS:

COPY

RECEIVED

APR 23 2002

PATTON BOGGS LLP

DATE	EVENT	CALENDAR BY
	DISTRIBUTION:	
INTERNAL:	DS, KUP, DJM	
EXTERNAL:	Forest Oil	
ORIGINAL:	DT	

the Court of the State of Alaska

Cook Inlet Keeper,)
)
 Appellant,)
 v.)
)
 State of Alaska, Office of Management)
 & Budget, Division of Governmental)
 Coordination,)
)
 Appellee,)
)
 Forest Oil Corporation,)
)
 Intervenor-)
 Appellee.)

Supreme Court No. S-09730

ORDER ON EMERGENCY MOTION FOR INJUNCTIVE RELIEF

Date of Order: 4/19/02

Trial Court Case # 3AN-99-03482CI

As a single justice I have reviewed the motion of Cook Inlet Keeper for Emergency Injunctive Relief, seeking an order requiring Forest Oil Corporation to stop drilling a fifth well as part of the Osprey Oil and Gas Exploration Project. On short notice the State of Alaska and Forest Oil have filed memoranda in opposition to the motion and oral arguments were heard.

The final consistency determination described the Osprey project as involving drilling of "up to four exploration and delineation wells . . ." The validity of the Osprey consistency determination is currently under submission to this court. Oral arguments were held on this issue on October 15, 2001. The court was then advised that drilling was nearing completion. It appears that without notice to Cook Inlet Kesper, Forest Oil on December 18, 2001, requested the State Department of Natural Resources (DNR) to approve a fifth exploration well from the Osprey platform. On December 27, 2001, DNR responded, granting approval, stating that "the proposed change is a minor

amendment that does not raise any concerns not already addressed in the existing approval," meaning the final consistency determination currently under review before this court. It does not appear that notice of this approval was given to Cook Inlet Keeper. On April 11, 2002, it appears that AOGCC issued a drilling permit for the fifth well. Although no advance notice concerning this permit was given, Cook Inlet Keeper learned of this permit soon after it was issued. After a period of negotiations Cook Inlet Keeper filed this motion for injunctive relief.

I have concluded that injunctive relief is appropriate. The reason is that Cook Inlet Keeper has made a clear showing of probable success on the merits. I believe that Cook Inlet Keeper has presented a very strong case that the consistency determination on which all of the Osprey drilling permits depend is legally deficient. Before a project such as the Osprey project may go forward there must be a valid consistency determination. Since a clear showing has been made that there has not been a valid consistency determination, proceeding with the drilling now is probably illegal.

Forest Oil argues that there is a little likelihood of irreparable injury to the environment if it is allowed to proceed to complete the fifth well because drilling wastes are not being discharged into the water; instead they are being disposed of in an approved alternative fashion. Cook Inlet Keeper responds that there are nonetheless environmental risks involved in drilling. Forest Oil argues that it will suffer significant economic loss if it is forced to suspend drilling. Further, both Forest Oil and the State point out that there are safety issues that may be present with a sudden suspension of drilling.

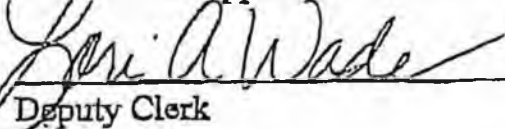
Our cases indicate that where a party seeking a preliminary injunction makes a clear showing of probable success on the merits, an injunction may issue even though the party enjoined suffers injury and the injury to the party seeking the injunction is primarily legal in nature. Thus we have stated: "The party seeking a preliminary injunction is required to make a clear showing of probable success on the merits when they do not stand to suffer irreparable harm, or where the party against whom the injunction is sought will suffer injury if the injunction is issued." *State v. Kluti Kaah*

Native Village, 831 P.2d 1270, 1274 (Alaska 1992) (quoting *A.J. Industries, Inc. v. Alaska Public Service Comm'n*, 470 P.2d 537, 540 (Alaska 1970)). See also *Anchorage Education Association v. Anchorage School District*, 648 P.2d 993, 998 (Alaska 1982). (vindication of legislatively established requirements is a sufficient interest to justify injunctive relief). Similarly, I do not believe that public interest groups of limited financial resources should be required to post bonds of the magnitude that would be required here to be fully protective once they make a clear showing of probable success on the merits. See, e.g., *Friends of the Earth, Inc. v. Brinegar*, 518 F.2d 322 (9th Cir. 1975); *California v. Tahoe Regional Planning Agency*, 766 F.2d 1319, 1325 (9th Cir. 1985). But the fact that a sudden cessation of drilling might be unsafe is obviously of great concern. Therefore the injunction that will issue will require Forest Oil to terminate drilling as soon as it can do so consistently with reasonable safety. In addition, in light of this injunction, I will recommend to the full court that the decision on the appeal on the merits of this case be expedited. Accordingly,

IT IS ORDERED that the emergency motion is GRANTED. Forest Oil is ordered to terminate drilling of the fifth well at the earliest time that it can do so that is consistent with reasonable safety.

Entered at the direction of Justice Matthews.

Clerk of the Appellate Courts



Deputy Clerk

Distribution:

Rebecca Bernard (via phone message, fax and mail)
 Michael J Frank
 Trustees for Alaska
 1026 W. 4th Avenue., Suite 201
 Anchorage AK 99501

Kirsten Swanson (via phone message, fax and mail)
 Assistant Attorney General
 P O Box 110300
 Juneau AK 99811-0216

John Martin (via mail)
 Duane Siler
 Patton Boggs LLC
 2550 M Street NW
 Washington DC 20037

Kyle Parker (via phone, fax and mail)
 David Mayberry
 Patton Boggs LLP
 1031 W 4th Ave Ste 504
 Anchorage AK 99501


HB

151

REPRESENTATIVE KEVIN MEYER

HOUSE DISTRICT 30

MEMORANDUM

DATE: May 12, 2003
TO: Senator Ralph Seekins
FROM: Representative Kevin Meyer 
RE: SCS CS HB 151(L&C) Dwelling Design/Construction Claims

Attached is the Senate Labor and Commerce Committee Substitute for HB 151. The following three changes were made:

Page 6, line 5-6:

Delete: "be contained on a separate page, and must"

Reason for change: Language in the House Floor amendment duplicated language already in HB 151.

Page 6, line 7:

Delete: "building or remodeling"

Insert: "design, construction, or remodeling"

Reason for change: Provide consistency throughout the legislation with legal drafting style.

Page 6, line 8:

Delete: "deemed as"

Insert: "considered to be the"

Reason for change: Provide consistency throughout the legislation with legal drafting style.

Thank you for your time and consideration.


REPRESENTATIVE KEVIN MEYER

HOUSE DISTRICT 30

MEMORANDUM

DATE: May 8, 2003

TO: Senator Ralph Seekins
Chairman, Senate Judiciary Committee

FROM: Representative Kevin Meyer 

RE: SCS CS HB 151(L&C) Dwelling Design/Construction Claims

At your earliest convenience, please schedule SCS CS HB 151(L&C) Dwelling Design/Construction Claims, pending referral to the Senate Judiciary Committee.

HB 151 provides homeowners and construction professionals with a process to solve construction defect issues on new homes or homes that undergo substantial remodeling, before needless litigation ensues.

The following changes were made in the Senate Labor and Commerce Committee Substitute to CS HB 151(JUD)am:

Page 6, Line 5-6:

Delete: "be contained on a separate page"

Page 6, line 7:

Delete: "building or remodeling"

Insert: "design, construction, or remodeling"

Page 6, line 8:

Delete: "deemed as"

Insert: "considered to be the"

As soon as the Senate Labor and Commerce Committee Substitute is available, I will bring the version to your committee aide.

Thank you for your time and consideration.

REPRESENTATIVE KEVIN MEYER

HOUSE DISTRICT 30

Sponsor Statement

SCS CS HB 151(L&C)

“An Act relating to claims and court actions for defects in the design, construction, and remodeling of certain dwellings; limiting when certain court actions may be brought; and amending Rules 79 and 82, Alaska Rules of Civil Procedure.”

SCS CS HB 151(L&C) will assist construction professionals and homeowners in resolving construction defect issues quickly and effectively, before needless litigation ensues.

HB 151 establishes a formal process for a homeowner to notify a construction professional of construction defects prior to filing a lawsuit. HB 151 establishes a time frame for the construction professional to address the defect. The homeowner's right to sue remains intact if they're not satisfied with the construction professional's efforts to repair the defect or settle by payment of money.

There are several consequences that homebuyers and construction professionals face without a timely process in place. Builders in nearly every state in the country are reporting enormous increases in general liability insurance premiums, as a result of exorbitant judgments that builders and their insurance companies are required to satisfy. Many providers of construction industry general liability insurance have chosen to stop providing this insurance to builders. Where insurance is available, it is often at significantly higher premiums and reduced levels of coverage.

Lengthy and expensive litigation significantly delays the repair of legitimate problems, decreases the value of homes stigmatized by litigation, and creates difficulties in refinancing or selling homes. Also, new home prices rise due to the increased insurance premiums on homebuilders and contractors.

The bottom line is that lawsuits would be a last resort, not the only way to resolve a problem. HB 151 puts into place a very simple and logical process for homeowners and construction professionals to follow. Both parties' interests would be guarded to ensure that timely repair occurred and not frivolous lawsuits.

Last Updated: May 8, 2003

REPRESENTATIVE KEVIN MEYER

HOUSE DISTRICT 30

Sectional Analysis

SCS CS HB 151(L&C)

“An Act relating to claims and court actions for defects in the design, construction, and remodeling of certain dwellings; limiting when certain court actions may be brought; and amending Rules 79 and 82, Alaska Rules of Civil Procedure.”

Section 1: Provides that a person may only bring suit against a contractor after following the procedures set forth in the new sections AS 09.45.881-09.45.899.

Section 2: Provides a one-year statute of limitations for claims covered under AS 09.45.881-09.45.899, not to exceed ten years after the substantial completion of the dwelling. Provides that a limitation imposed under AS 09.10 for an action under AS 09.45.881-09.45.899 is tolled until the claimant reasonably understands that settlement under this process will not succeed.

Section 3: Provides the process that homeowners and construction professionals must follow prior to filing an action against a construction professional.

09.45.881: Written notice of claim served on a construction professional 90 days prior to filing the action.

09.45.882: Written response from the construction professional, providing for inspection, settlement, or dispute of claim, is due 21 days after the initial notice of claim is served to the professional.

09.45.883: Homeowner may bring an action against the construction professional if the construction professional disputes the claim in the notice.

09.45.884: If the homeowner rejects the construction professional's offers made under 09.45.882, it must be in writing.

09.45.885: If the offer to inspect is accepted by the homeowner, the homeowner must provide reasonable access to the dwelling.

09.45.886: Within 14 days of the inspection, the construction professional must serve, in writing, an offer to repair, an offer to settle by payment of money, or state that the construction professional will not repair.

09.45.887: Court action is allowed after the construction professional fails to repair or to settle within the 14 days after the inspection.

09.45.888: Court action is allowed if the homeowner rejects the construction professional's offer to repair.

Last Updated: May 8, 2003

Email: Representative_Kevin_Meyer@legis.state.ak.us • Toll Free: (866) 465-4945
Session: State Capitol, Juneau, Alaska 99801-1182 • Phone: (907) 465-4945 Fax: (907) 465-3476
Interim: 716 W. 4th Ave., Anchorage, Alaska 99501-2133 • Phone: (907) 269-0199 Fax: (907) 269-0197

09.45.889: If a homeowner unreasonably rejects the construction professional's offer or does not give the professional reasonable opportunity to repair, the homeowner may not recover more than the cost of the repairs or the amount of a reasonable settlement offered by the construction professional.

09.45.890: To accept the construction professional's offer to repair, the homeowner must submit a written notice to the professional within 30 days after receiving the offer.

09.45.891: If a homeowner fails to accept an inspection, or fails to provide a written response to the professional, the failure establishes a rebuttable presumption that the damages could have been mitigated.

09.45.892: A construction professional may not assert that the homeowner did not comply with AS 09.45.881-09.45.899, if the professional failed to respond to the homeowner's written notices.

09.45.893: Construction professionals are required to include notification of this process when the professional enters into a contract with another person to design, construct, or remodel a dwelling. Provides for the location and the language of the notice.

09.45.894: Additional notice of claims and additional defects are to be handled separately from the initial notice of claim under AS 09.45.881.

09.45.895: The courts shall deduct the amount a homeowner receives from personal homeowner's insurance from the total settlement reached.

09.45.896: Exemptions.

09.45.899: Definitions.

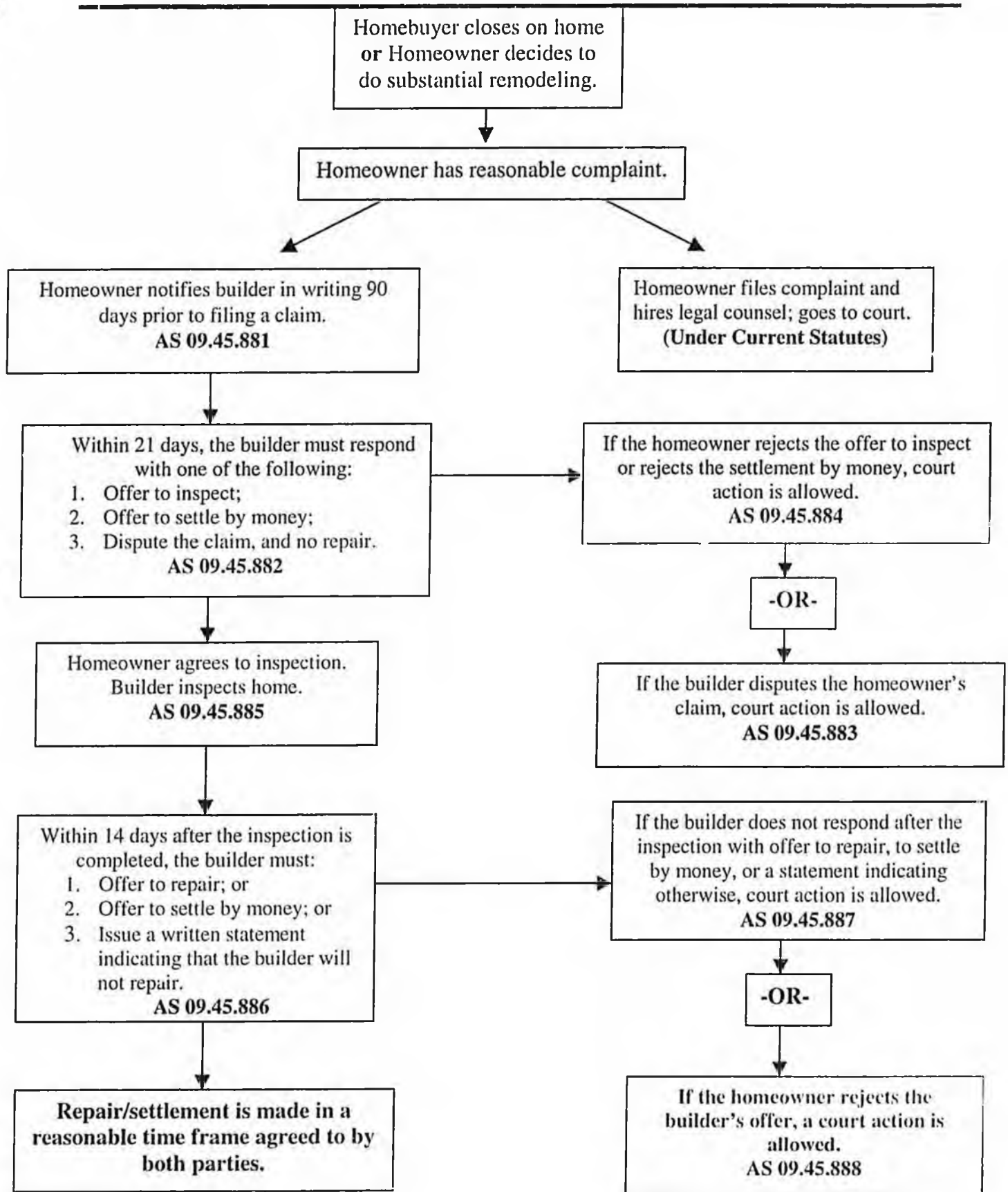
Section 4: Indirect Court Rule Amendments, Rule 79 and Rule 82, Alaska Rules of Civil Procedure.

Section 5: Applicability.

Section 6: Conditional effect.

SCS CS HB 151(L&C) Dwelling Designs/Construction Claims

Litigate or Communicate: Which Path to Justice?



23-LS0499X
Bannister
5/5/03

SENATE CS FOR CS FOR HOUSE BILL NO. 151()
IN THE LEGISLATURE OF THE STATE OF ALASKA
TWENTY-THIRD LEGISLATURE - FIRST SESSION

BY

Offered:
Referred:

Sponsor(s): REPRESENTATIVES MEYER, Lynn

A BILL
FOR AN ACT ENTITLED

1 "An Act relating to claims and court actions for defects in the design, construction, and
2 remodeling of certain dwellings; limiting when certain court actions may be brought;
3 and amending Rules 79 and 82, Alaska Rules of Civil Procedure."

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

5 * Section 1. AS 08.18.081 is amended by adding a new subsection to read:

6 (c) If the claim for which a person may bring suit under (a) of this section is
7 subject to AS 09.45.881 - 09.45.899, the person may not bring suit unless the person
8 complies with AS 09.45.881 - 09.45.899.

9 * Sec. 2. AS 09.10 is amended by adding a new section to read:

10 Sec. 09.10.054. Limits on when certain design, construction, and
11 remodeling actions may be brought. (a) For actions covered under AS 09.45.881 -
12 09.45.899, a claimant may not begin an action against a construction professional
13 unless the notice of claim under AS 09.45.881 is given within one year after the
14 claimant discovers the defect that is the subject of the action, except that the action

1 may not be begun more than 10 years after substantial completion of the dwelling
2 construction or remodeling that contains or implements the alleged defect.

3 (b) A limitation imposed under this chapter for an action under AS 09.45.881 -
4 09.45.899 is tolled between the time the claimant serves notice under AS 09.45.881
5 and the time the claimant should reasonably understand that settlement under the
6 procedures in AS 09.45.881 - 09.45.899 will not succeed.

7 (c) In this section,

8 (1) "action," "claim," "construction professional," and "dwelling" have
9 the meanings given in AS 09.45.899;

10 (2) "substantial completion" means the date when the construction or
11 remodeling is sufficiently completed to allow the owner of the dwelling or a person
12 authorized by the owner to use or occupy the dwelling or the improvement to the
13 dwelling in the manner for which the dwelling or improvement was intended.

14 * Sec. 3. AS 09.45 is amended by adding new sections to read:

15 **Article 10A. Action for Dwelling Design, Construction, or Remodeling Claims.**

16 **Sec. 09.45.881. Notice of claim.** (a) In an action brought on a claim against a
17 construction professional, the claimant shall, at least 90 days before filing the action,
18 serve written notice of the claim on the construction professional.

19 (b) The notice of the claim in (a) of this section must state that the claimant
20 asserts a claim against the construction professional for a defect in the design,
21 construction, or remodeling of a dwelling and must describe the claim in reasonable
22 detail sufficient to determine the general nature of the alleged defect and the results of
23 the defect if known.

24 (c) At the request of the construction professional, the claimant shall provide
25 to the construction professional any evidence that the claimant possesses that depicts
26 the nature and cause of the defect and the nature and extent of the repairs necessary to
27 repair the defect, including expert reports, photographs, and videotapes.

28 **Sec. 09.45.882. Written response to notice of claim.** (a) Within 21 days
29 after service of the notice under AS 09.45.881, the construction professional shall
30 serve a written response on the claimant.

31 (b) The written response under (a) of this section must state that the

1 construction professional

2 (1) offers to inspect the dwelling that is the subject of the claim within
3 a specified time to determine if the construction professional will offer to repair the
4 defect, will compromise and settle the claim by payment of money, or will dispute the
5 claim;

6 (2) offers to compromise and settle the claim by a payment of money
7 without inspection; or

8 (3) disputes the claim and will not repair the alleged defect or
9 compromise and settle the claim by a payment of money.

10 **Sec. 09.45.883. Court action allowed if claim disputed or not responded**
11 **to.** If the construction professional disputes the claim in the notice under
12 AS 09.45.882(b)(3) or does not respond to the claimant's notice of claim within the
13 time required by AS 09.45.882(a), the claimant may bring an action against the
14 construction professional for the claim described in the notice of the claim made under
15 AS 09.45.881 without further notice.

16 **Sec. 09.45.884. Consequence of rejecting inspection or settlement offer.**
17 (a) If the claimant rejects the inspection offer under AS 09.45.882(b)(1) or the
18 settlement offer under AS 09.45.882(b)(2), the claimant shall serve written notice of
19 the claimant's rejection on the construction professional.

20 (b) The notice under (a) of this section must include the basis for the
21 claimant's rejection of the construction professional's offer.

22 (c) After service of the rejection notice required by (a) of this section, the
23 claimant may bring an action against the construction professional for the claim
24 described in the notice of claim made under AS 09.45.881 without further notice.

25 **Sec. 09.45.885. Consequence of accepting inspection offer.** If a claimant
26 elects to allow the construction professional to make an inspection under
27 AS 09.45.882(b)(1), the claimant shall provide the construction professional and its
28 contractors or other agents reasonable access to the claimant's dwelling during normal
29 working hours to inspect the dwelling and the alleged defect to determine the nature
30 and cause of the alleged defect and the nature and extent of any repairs necessary to
31 repair the alleged defect.

1 **Sec. 09.45.886. Procedure after inspection.** Within 14 days after completion
2 of an inspection made under AS 09.45.885, the construction professional shall serve
3 on the claimant a written

4 (1) offer to repair the defect without charge to the claimant; the offer
5 must include a report of the scope of the inspection, the findings and results of the
6 inspection, a description of any repairs necessary to repair the defect, and a schedule
7 for the completion of the repairs;

8 (2) offer to compromise and settle the claim by a payment of money
9 under AS 09.45.882(b)(2); or

10 (3) statement that the construction professional will not repair the
11 defect.

12 **Sec. 09.45.887. Court action allowed after failure to repair or to settle.** If
13 the construction professional does not respond within the time required by
14 AS 09.45.886, does not repair the defect to the satisfaction of the claimant within the
15 time agreed under AS 09.45.886(1), does not provide an offer under AS 09.45.886(2),
16 or serves a statement under AS 09.45.886(3), the claimant may bring an action against
17 the construction professional for the claim described in the notice of claim without
18 further notice.

19 **Sec. 09.45.888. Court action allowed if claimant rejects offer.** (a) If the
20 claimant rejects an offer made by the construction professional under AS 09.45.886(1)
21 or (2), the claimant shall serve written notice of the claimant's rejection on the
22 construction professional that includes the basis for the claimant's rejection of the
23 construction professional's offer.

24 (b) After service of the notice under (a) of this section, the claimant may bring
25 an action against the construction professional for the claim described in the notice of
26 claim made under AS 09.45.881 without further notice.

27 **Sec. 09.45.889. Unreasonable rejection of offer.** (a) If a claimant
28 unreasonably rejects an offer made under AS 09.45.881 - 09.45.899 or does not give
29 the construction professional a reasonable opportunity to repair the defect under an
30 accepted offer of settlement, the claimant may not recover an amount that exceeds

31 (1) the reasonable cost of the repairs offered under AS 09.45.886(1)

1 that are necessary to cure the defect and that are the responsibility of the construction
2 professional; or

3 (2) the amount of a reasonable settlement offer of money that was
4 made under AS 09.45.886(2).

5 (b) If a claimant unreasonably rejects a construction professional's offer made
6 under AS 09.45.881 - 09.45.899 or does not give the construction professional a
7 reasonable opportunity to repair the defect under an accepted offer of settlement, the
8 court may deny the claimant an award of attorney fees and costs and may award
9 attorney fees and costs to the construction professional.

10 **Sec. 09.45.890. Acceptance of offer.** (a) To accept an offer of a construction
11 professional to repair a defect under AS 09.45.886(1), a claimant shall serve the
12 construction professional with a written notice of acceptance within a reasonable
13 period of time, not to exceed 30 days, after receiving the offer.

14 (b) A claimant who accepts an offer under (a) of this section shall provide the
15 construction professional and its contractors or other agents reasonable access to the
16 claimant's dwelling during normal working hours to perform the repairs by the time
17 stated in the offer.

18 **Sec. 09.45.891. Presumption of mitigation.** If a claimant fails to allow a
19 construction professional to make a reasonable inspection requested by the
20 construction professional under AS 09.45.882(b)(1), or fails to provide a good faith
21 written response to a construction professional's offer under AS 09.45.882(b)(2) or
22 09.45.886(1) or (2), the failure establishes a rebuttable presumption that the claimant's
23 damages could have been mitigated.

24 **Sec. 09.45.892. Noncompliance assertion prohibited.** Unless there is good
25 cause for the failure, a construction professional may not assert that the claimant did
26 not comply with AS 09.45.881 - 09.45.899 if the construction professional fails to
27 respond in good faith to the claimant's notice of claim made under AS 09.45.881.

28 **Sec. 09.45.893. Notice required in contract.** (a) In order to take advantage
29 of any rights of a construction professional under AS 09.45.881 - 09.45.899, when a
30 construction professional enters into a contract with another person to design,
31 construct, or remodel a dwelling, the construction professional shall give the person a

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

notice of the construction professional's right to offer to cure a defect before the person may file an action in court against the construction professional.

(b) The notice required by (a) of this section must be included on a separate page attached to the contract and must contain a title at the top of the page that reads "Notice of Potential Claims Must Be Provided Within One Year." This form shall be signed by the purchaser or purchaser's authorized representative. The signature of either spouse to a design, construction, or remodeling contract shall be considered to be the authorization of both spouses.

(c) The notice required by (a) of this section must be conspicuous and must be in substantially the following form:

ALASKA LAW AT AS 09.45.881 - 09.45.899 CONTAINS IMPORTANT REQUIREMENTS THAT YOU MUST FOLLOW BEFORE YOU MAY FILE A COURT ACTION FOR DEFECTIVE DESIGN, CONSTRUCTION, OR REMODELING AGAINST THE DESIGNER, BUILDER, OR REMODELER OF YOUR HOME. WITHIN ONE YEAR OF THE DISCOVERY OF A DESIGN, CONSTRUCTION, OR REMODELING DEFECT, BEFORE YOU FILE A COURT ACTION, YOU MUST DELIVER TO THE DESIGNER, BUILDER, OR REMODELER A WRITTEN NOTICE OF ANY DESIGN, CONSTRUCTION, OR REMODELING CONDITIONS YOU ALLEGE ARE DEFECTIVE IN ORDER TO PROVIDE YOUR DESIGNER, BUILDER, OR REMODELER WITH THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE DESIGNER, BUILDER, OR REMODELER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR RIGHT TO FILE A COURT ACTION.

Sec. 09.45.894. Additional construction defects; additional notice of claim required. A court action for a defect that is discovered after a claimant has provided a

1 construction professional with a notice of claim required in AS 09.45.881 - 09.45.899
2 may not be commenced until the claimant has complied with the provisions of
3 AS 09.45.881 - 09.45.899.

4 **Sec. 09.45.895. Collateral sources.** In an action under AS 09.45.881 -
5 09.45.899, a court shall deduct from the compensation awarded to a claimant any
6 compensation paid to the claimant under a homeowner's warranty contract or a
7 homeowner's insurance policy as compensation for the defects that are the subject of
8 the action. The amount of this deduction does not include any compensation paid by
9 the construction professional to the claimant to satisfy the claim or any compensation
10 paid under an insurance policy issued to the construction professional to satisfy the
11 claim.

12 **Sec. 09.45.896. Exemption.** AS 09.45.881 - 09.45.899 do not apply to claims
13 for personal injury, including death.

14 **Sec. 09.45.899. Definitions.** In AS 09.45.881 - 09.45.899,

15 (1) "action" means a civil action or an arbitration proceeding for
16 damages or indemnification;

17 (2) "claim" means a claim against a construction professional
18 concerning a defect in the design, construction, or remodel of a dwelling;

19 (3) "claimant" means a person who owns or is purchasing a dwelling
20 and who asserts a claim;

21 (4) "construction professional" means a registered contractor, architect,
22 or engineer who is engaged in the business of designing, constructing, or remodeling a
23 dwelling; in this paragraph, "contractor" has the meaning given in AS 08.18.171;

24 (5) "dwelling" means a single-family house, a duplex, or a multi-
25 family housing unit, and the mechanical and other systems, the other components, and
26 all improvements that are part of the house, duplex, or housing unit when the dwelling
27 is constructed or remodeled; for purposes of this paragraph, "multi-family housing
28 unit" means

29 (A) an individual housing unit in a multi-family housing
30 facility; and

31 (B) the interest of the owner of an individual housing unit in

1 the common areas and improvements of a multi-family housing facility;

2 (6) "multi-family housing facility" means a residential horizontal
3 property regime organized under AS 34.07, a residential condominium organized
4 under AS 34.08, and a residential cooperative organized under AS 10.15;

5 (7) "remodel" means a change to a dwelling if the change has a value
6 that is more than 25 percent of the value of the structure being changed;

7 (8) "serve" means to deliver by personal service or by certified mail,
8 return receipt requested, to the last known address of the addressee.

9 * Sec. 4. The uncodified law of the State of Alaska is amended by adding a new section to
10 read:

11 INDIRECT COURT RULE AMENDMENTS. AS 09.45.889(b), enacted by sec. 3 of
12 this Act, has the effect of changing

13 (1) Rule 82, Alaska Rules of Civil Procedure, by allowing the court to deny
14 attorney fees to a claimant in the situation described by AS 09.45.889(b), even if the claimant
15 is the prevailing party;

16 (2) Rule 79, Alaska Rules of Civil Procedure, by allowing the court to deny
17 costs to a claimant in the situation described in AS 09.45.889(b), even if the claimant is the
18 prevailing party.

19 * Sec. 5. The uncodified law of the State of Alaska is amended by adding a new section to
20 read:

21 APPLICABILITY. This Act applies to a claim if the contract for the work on which
22 the claim is based was entered into on or after the effective date of this Act. In this section,
23 "claim" has the meaning given in AS 09.45.899.

24 * Sec. 6. The uncodified law of the State of Alaska is amended by adding a new section to
25 read:

26 CONDITIONAL EFFECT. AS 09.45.889(b), enacted by sec. 3 of this Act, takes
27 effect only if sec. 4 of this Act receives the two-thirds majority vote of each house required by
28 art. IV, sec. 15, Constitution of the State of Alaska.

FISCAL NOTE

STATE OF ALASKA
2002 LEGISLATIVE SESSION

Fiscal Note Number: 1
 Bill Version: CSHB 151(L&C)
 (H) Publish Date: 3/31/2003

Revision Date/Time (Note if correction): _____ Dept. Affected: DCED
 Title Dwelling Design/Construction Claims BRU _____
 Component _____
 Sponsor Meyer _____
 Requester _____ Component No. _____

Expenditures/Revenues (Thousands of Dollars)

Note: Amounts do not include inflation unless otherwise noted below.

OPERATING EXPENDITURES	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008
Personal Services						
Travel						
Contractual						
Supplies						
Equipment						
Land & Structures						
Grants & Claims						
Miscellaneous						
TOTAL OPERATING	0.0	0.0	0.0	0.0	0.0	0.0

CAPITAL EXPENDITURES						
-----------------------------	--	--	--	--	--	--

CHANGE IN REVENUES ()						
-------------------------------	--	--	--	--	--	--

FUND SOURCE (Thousands of Dollars)

1002 Federal Receipts						
1003 GF Match						
1004 GF						
1005 GF/Program Receipts						
1037 GF/Mental Health						
Other (Specify Type--Do not abbreviate)						
TOTAL	0.0	0.0	0.0	0.0	0.0	0.0

Estimate of any current year (FY2002) cost: 0.0
 Check this box (X) if funding for this bill is included in the Governor's FY 2003 budget proposal:

POSITIONS

Full-time						
Part-time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

This legislation has no fiscal impact on state spending.

Prepared by: Representative Tom Anderson, Chairman Phone _____
 Division House Labor & Commerce Date/Time 3/31/03 10:58 AM
 Approved by: Representative Tom Anderson Date 3/31/2003
 Agency House Labor & Commerce

General Liability Insurance
Background Paper – February 20, 2003

Builders are confronting a liability insurance crisis. Due to adverse insurance market conditions, including significant increases in construction defect litigation, liability coverage for builders is less available, more expensive, and more restrictive in terms of the coverage afforded. In February 2002, the NAHB Senior Officers formed the General Liability Insurance Task Force to study the current insurance problem and its impact on the housing industry.

The GLI Task Force was charged with studying the insurance crisis and developing a report and recommendations for NAHB policy and actions. The Task Force sponsored a resolution that was adopted by the NAHB Board of Directors at its meeting in Washington, D.C., on June 9, 2002. One element of the resolution includes support for state legislation requiring consumers to give builders and trade contractors notice of alleged construction defects and the opportunity to cure prior to the initiation of litigation. Other elements include support for federal legislation providing secondary insurance coverage for acts of terrorism, and development of education programs for NAHB members on risk management and insurance. The GLI Task Force presented its final report to the NAHB Board of Directors at the 2002 Fall Board meeting in Anchorage, Alaska.

One of the charges under the insurance resolution was to move forward on developing an education program for NAHB members on insurance and risk management. The NAHB University of Housing is developing a joint venture course for NAHB state and local affiliates. The first national program was held on January 19th at the International Builders Show in Las Vegas. There were seven attendees at the Las Vegas program. The University of Housing is finalizing the risk management course and will make it available to state and local home builder associations during 2003.

A background paper discussing the feasibility of developing an industry standard defining what constitutes a construction defect has been prepared and submitted for review by the Senior Officers. NAHB has voluntary guidelines as reflected in Residential Construction Performance Guidelines, produced by the NAHB Remodelers Council and Single Family Small Volume Builders Committee. The proposed NAHB industry standard would cover items not typically covered by building codes and, in the event of a dispute between builders and homeowners over an alleged construction defect, the dispute would be governed by the recognized standards.

State "Notice & Opportunity to Repair" laws would reform the way in which construction defect claims are resolved. Currently, homeowners with construction conditions that they allege are defective often choose to resolve those claims using the costly and time consuming litigation process where they can expect sympathetic judges and juries. This has resulted in a system of exorbitant judgments that builders and their insurance companies are required to satisfy. As a result of these large awards, many providers of construction industry general liability insurance have chosen to stop providing

this insurance to builders. Where insurance is available at all, it is often at significantly higher premiums and reduced levels of coverage (i.e., higher deductibles and multiple exclusions). "Notice & Opportunity to Repair" laws would enact a system that would attempt to resolve construction defect disputes between home builders and consumers without having to resort to the costly and time-consuming litigation process. The laws would require that homeowners provide written notice to home builders of construction conditions that they allege are defective at least 90 days prior to commencing litigation against the home builder. During the 90-day period prior to litigation, the legislation would require that builders and homeowners attempt to resolve the defects that are the subject of the claim. If, after the 90-day period, the homeowner's claim has not been resolved to their satisfaction, they may proceed with litigation against the builder.

State Consideration (as of 2/18/03):

State: Colorado
Bill No.: H.B. 1161
Status: Passed by House, Senate Consideration (2/20/03)
Provisions: Notice & Right to Cure process 90 days before a lawsuit is filed; alter defect list once to report defects that were not originally found; removes code/standard violations from items that are considered to be defects; insurance performance standards; damage definitions & limitations; removes ability for consumers to get damages under Consumer Protection Act; allows non-economic damages in claims with personal injury

State: Idaho
Bill No.: H.B. 133
Status: Passed by House (2/11/03)
Provisions: "Notice & Opportunity to Repair Act"; Damage limitations; builder affirmative defenses – unforeseen acts of nature, homeowner failure to minimize damage, failure to maintain, etc

State: Indiana
Bill No.: S.B. 451
Status: Passed by Senate Committee
Provisions: Notice & Right to Cure process; damage limitations when homeowner unreasonably rejects builder offer to repair

State: Kansas
Bill No.: H.B. 2294
Status: Introduced, hearing scheduled (2/20/03)
Provisions: Notice & Right to Cure process; damage limitations; homeowner maintenance requirements; affirmative defenses; notice of subsequent defects; insurance performance requirements; subcontractor notification requirements; HOA vote requirements

State: Kentucky
Bill No.: H.B. 289
Status: Introduced, Hearing scheduled (2/19/03)
Provisions: Notice & Right to Cure process; contract notification requirements

State: New Mexico
Bill No.: S.B. 445/H.B. 706
Status: Introduced, referred to committees
Provisions: Notice & Right to Cure process; contract notification provisions

State: Oklahoma
Bill No.: H.B. 1334/S.B. 487
Status: Introduced, referred to committees
Provisions: Construction Defect Remediation Act; notice & opportunity to repair procedure; method of contractor response; method of purchaser response; contractor inspection; certain items inadmissible as evidence; limitation of liability; certain limit on damages; recovery of certain fees; extension of time periods; declaring the Construction Defect Remediation Act procedures as an exclusive remedy

State: Oregon
Bill No.: H.B. 2389
Status: Introduced, hearing held (2/12/03)
Provisions: Notice & Right to Cure process; Construction Contractors Board release of contractors or sub-contractors not related to litigation through state certified inspection program

State: Texas
Bill No.: H.B. 730/S.B. 383
Status: Introduced (2/6/03)
Provisions: "Residential Construction Commission Act"; state sponsored inspection and dispute resolution process; statutory warranty and building standards; warranties and building standards; limit non-economic damages; amend Residential Construction Liability Act

State: Washington
Bill No.: S.B. 5536
Status: Introduced (1/31/03)
Provisions: Resolve disputes using arbitration; "focus on defects that actually cause property damage and affect the habitability of the building"; protect associations from liability for failing to comply with time limits for commencing legal proceedings

State: West Virginia
Bill No.: H.B. 2553/S.B. 440
Status: Introduced (2/4/03)
Provisions: Notice & Right to Repair process; HOA notification requirements; code violations are actionable defects; contract notification provisions; insurance performance requirements

As of February 18, 2003, the following nine states were also considering the introduction of "Notice & Opportunity to Repair" legislation during the 2003 session. This legislation could come in the form of "stand-alone" legislation or as the part of more general tort reform efforts: Alabama, Alaska, Florida, Illinois, Louisiana, Missouri, Montana, South Carolina, and Wisconsin. Builders in Texas & Wisconsin are supporting legislation aimed at reducing construction defect litigation through other legislative means.

NAHB Urges State Legislators to Address Liability Insurance Crisis

August 12, 2002 - National Association of Home Builders (NAHB) President Gary Garczynski has urged state legislators from around the country to focus their attention on the general liability insurance crisis and the effect that crisis is having on housing and its role in the national economy. Underscoring the severity of the problem, Garczynski's remarks were made during a special session at the annual meeting of the American Legislative Exchange Council (ALEC) on August 9.

"It is in everyone's best interest to solve the general liability insurance problem so that the housing industry can continue to keep the national economy afloat," said Garczynski, a builder/developer from Woodbridge, Va. "The spillover investment in the local economy after a consumer purchases a home is tremendous, and those housing-generated local economic benefits are keeping consumer confidence up at a level that Wall Street is simply not delivering. But the liability insurance issue poses a threat because it could derail the vibrancy of the housing economy. If we don't address this issue, we could diminish the immediate and future growth of the industry at a time when the rest of the economy is relying on housing."

According to NAHB, builders in nearly every state are reporting enormous increases in general liability insurance premiums, and builders in some states are reporting that insurance isn't available at any price. To begin solving the problem, NAHB is urging legislators to work with builders across the country to pass legislation ensuring that builders have an opportunity to fix a problem before being dragged into court.

Garczynski added that the liability insurance issue is preventing builders from constructing more affordable housing and blocking state and local government efforts to achieve Smart Growth. "Not acting quickly to solve the general liability insurance problem will diminish our ability to provide safe, decent and affordable homes for working families and prevent us from implementing Smart Growth goals through the production of new multi-family housing," he said.

California is a prime example of how badly the general liability insurance crisis has affected the affordability and supply of multifamily housing, Garczynski said. Since 1994, litigation has discouraged the production of apartments, townhouses and condominiums. Multifamily for-sale starts dropped from 13,681 in 1994 to just 2,945 in 1999 – an 85% decline in a state already suffering from a dearth of affordable housing.

Commenting about the large number of construction defect liability cases, Garczynski acknowledged that "there are legitimate construction defect cases." To address these concerns, builders are taking proactive steps to minimize disputes, including improving quality control, preparing home owner manuals that give tips on dispute resolution, and providing better customer service.

But litigation remains a major obstacle to solving the problem. "Many trial attorneys are more interested in winning big settlements in court than they are in fixing their clients' problems," Garczynski said. Because of the emphasis on litigation, "the situation has gotten completely out of hand. State legislative and regulatory action is necessary to make it harder for trial attorneys to take advantage of the industry and unsuspecting home owners."

To that end, NAHB is advocating that state legislators work with builders in their states to pass "Notice and Right to Cure" legislation similar to bills passed earlier this year in Washington and Arizona. These bills require home owners and attorneys to notify builders of alleged construction defects prior to filing lawsuits. The legislation also requires a timeframe to give builders an opportunity to address defect concerns. Both bills preserve a home owner's right to sue if they're not satisfied.

Several national organizations of elected public officials are now considering adopting model legislation. The models being considered by ALEC, the Council of State Governments, and the National Conference of State Legislatures are similar to legislation that was adopted in Arizona and Washington.

Under the model "Notice and Right to Cure" process, home owners or home owners associations (HOAs) are required to provide written notice to builders 90 days before a lawsuit is filed that the owners or HOAs allege that construction defects exist in their property. Contractors would then have 30 days in which to: 1) propose to inspect the alleged defects; 2) offer to settle the claim by payment; or 3) dispute the claim.

Other elements of the model legislation being considered include requirements for home owners associations to obtain the written approval of all unit owners prior to commencing a construction defect action and for contractors to provide home owners and home owners associations with the names, addresses, professional licenses (if applicable), and scope of work of all subcontractors, suppliers, or design professionals involved in building the residence.

"We need legislation that spells out a clear and predictable way to solve problems," Garczynski added. "This approach assures that home owner complaints are resolved quickly and prevents builders from being victimized by opportunistic trial lawyers."



Liability rates rising faster than homes

Feb. 12, 2002
By JR Ball,
Business Report staff

Residential developers, builders say 'frivolous lawsuits' spike insurance costs, limit coverage

Don Joffrion knows lawsuits.

A residential developer and builder for 22 years, Joffrion has been sued numerous times by irate homeowners and their lawyers. Remembering the exact number of lawsuits is difficult, but he is certain of one fact:

"There was only one time that I was found to be liable," said Joffrion, matter-of-factly. "I knew about the problem and offered to fix it without going to court, but the homeowner was a lawyer who was out for blood."

He's not alone. Area home builders are being hauled into court with increasing frequency to defend themselves against construction-defect lawsuits.

Builders say most of the suits are frivolous. Construction-defect attorneys counter that contractors have cut corners while trying to cash in on the housing boom of the 1990s.

Either way, it's up to the builders' general liability insurer to pick up the legal tab.

Tired of the increased risk and mounting legal fees, a number of liability insurance companies have pulled out or are in the process of leaving the Baton Rouge residential construction market. Included in that group is the leading insurer of area builders—Zurich North America, the third largest property and casualty company in the United States.

Those that remain are not only raising rates—between 15 percent and 100 percent, depending on builder experience and volume of business—but are including a greater number of coverage restrictions and exemptions in policies.

Because many builders are in the process of renewing their insurance coverage—or scrambling to find a new carrier—they say it's impossible to predict the impact on home prices. But most agree any increases will be minimal since insurance costs are but a small percentage of the construction budget.

General liability rates last year ranged from \$1,000 to \$1,800 per home, depending on the size and difficulty of the project.

But area insurance agents warn that simply finding a company to carry a builder or developer is the problem, not rate increases.

"I could probably insure somebody who does asbestos abatement on a nuclear submarine faster than I can insure a home builder right now," said Al Scallan, an agent with Bynum, Grace & Joffrion, a company that represents some 100 builders in the area.

"I have subcontractors that are going into plants and welding pipe next to petroleum cracking facilities and the only question I get from the insurance company is if they're also working on residential home construction."

General liability policies provide broad protection against claims stemming from injuries, building defects or property damage associated with construction.

Developers and general contractors are required to carry general liability and workers' comp insurance to do business in Baton Rouge. That regulation does not extend to most subcontractors, and many do not carry insurance. If that's the case, the contractor must carry them.

Baton Rouge builders are hardly alone in this problem. In fact, the situation is far worse in California, Texas and New York where rates have jumped by as much as 300 percent.

Regardless of where you're at on the map the problem is the same—insurance companies say developers and builders are risky business.

"Plain and simple, it's the increased cost of litigation," said Bill Bateman, an agent for Baton Rouge Agency. "It doesn't matter if the lawsuit has merit. Once it's filed, the insurance agency is obligated to defend it."

The surge in lawsuits began nearly a decade ago when problems associated with the installation of an exterior surface known as EIFS caused the wooden frames in homes to rot.

"Zurich got absolutely pounded on EIFS claims," said Scallan, once a member of the company's advisory board. Company officials declined to reveal how much money was paid out in EIFS-related claims, but industry newsletters project the amount in excess of \$500 million.

A bigger problem in Baton Rouge is subsidence, where the ground is actually sinking beneath homes. Several homeowners in the Country Club of Louisiana have recently filed subsidence-related lawsuits.

Claims stemming from mold appearing in homes has proved to be the third strike for numerous insurance carriers. The exact cause of mold intrusion isn't known, but experts believe the problem is tied to newly constructed homes being increasingly airtight. Consequently, in areas of high humidity, trapped moisture inside a home becomes a breeding ground for mold spores.

While there have been few mold-related lawsuits filed in Louisiana, more than 1,000 such claims have been filed in both California and Texas in the past year.

"None of these problems were contemplated when many of these insurance companies got into residential construction," said Scallan. "There's just not enough money to pay off all the claims."

Zurich isn't the first company to ease its way out of the residential business, but its decision to stop carrying developers and limit general contractor policies has hit the Baton Rouge market hard. "They probably covered 80 percent of the market in this town," said Bateman.

Zurich officials said the move is a simple business decision. "The claims that we're seeing far exceed the fees generated," said Keith Owens, the company's public relations manager. "We're in the business of assuming risk, but we also want to make a profit."

Scottsdale Insurance, owned by Nationwide Mutual, has already pulled out of the residential market and CNA has stopped writing general liability policies in Louisiana until it gets state approval for a mold exclusion clause. Essex Insurance Co. won't cover contractors who build more than six homes in an individual subdivision.

"These companies just assume the developer or builder is going to get sued," said Bateman. "An attorney can go into any large subdivision and find three or four people dissatisfied for some reason, including they can't pay their note and they're looking for a way to get out."

Rising litigation costs have come at a particularly hard time for the insurance industry. After a 10-year boom, the market has tightened, prompting significant rate increases. And losses resulting from the Sept. 11 terrorist attacks have forced insurers to reassess their commitment to less profitable insurance lines, said American Insurance Association spokeswoman Julie Rochman. The result? Insurers are walking away "from certain types of risk."

When liability insurance providers leave the marketplace, there is less competition among those who remain. The result is a quasi-monopoly, said Nick Xiros, an insurance consultant for AON Risk Services, an international brokerage and consulting firm. "Carriers can then charge whatever they want."

"I'm not worried about cost increases. I'll take whatever I can get right now," said Ken Jones of St. Francisville-based Jones Design/Builders LLC. "The bigger issue is even finding coverage. There will be some builders who can't and they'll be forced to go out of business."

Copyright © 2003 by Louisiana Business Inc. All rights reserved by LBI.



NAHB
NATIONAL ASSOCIATION
OF HOME BUILDERS



JESS HALL

Area 15 National Vice President
Hall Quality Homes
P.O. Box 1987
Palmer, AK 99645
907-746-2757
907-746-2759 (Fax)
build@hallqualityhomes.com

March 17, 2003

The Honorable Kevin Meyer
Alaska House of Representatives
State Capitol Building, Suite 513
Juneau, Alaska 99801

Dear Rep. Meyer:

Thank you for sponsoring HB151, the right to repair legislation. This letter is to express my support for the bill.

Across the entire nation – and especially in Alaska right now – liability insurance rates are dramatically increasing. The cost to my business is increasing and in fact it is becoming very difficult to find carriers who will provide coverage.

This legislation is a win-win situation. A conscientious builder who wants to do a good job will have the opportunity to repair any defects in a home. Also, the homeowner will have the defect repaired. A long and costly lawsuit only makes the problem worse for both sides. Many times a builder is not contacted by a homebuyer about a problem before a summons is issued. My company has been using a warranty program for the last ten years and it has worked quite well. It is very similar to HB151.

In the event that the notification process in HB151 does not solve the issue – both sides will retain their right to pursue claims in court if absolutely necessary. The idea here is that lawsuits should be the last thing that should be done to fix a problem.

A home is indeed a person's castle, and in most cases is the single largest investment that a family will make. Legitimate defects in a home should be repaired before the problem becomes worse for both the homeowner and the builder. Letting a problem fester while disputes wind their way through the court system only creates more potential cost for the builder and a potentially unsafe living situation for the homeowner. HB151 tries to avoid this mess by simply saying, "let the builder fix the problem".

Thank you again for sponsoring this bill and your efforts. Please let me know how I can help you get this legislation passed this session.

Sincerely,

Jess Hall

JH:lfb

**ahba**

Affiliated with NAHB

March 17, 2003

The Honorable Kevin Meyer
Alaska House of Representatives
State Capitol Building, Suite 513
Juneau, Alaska 99801

In Re: House Bill 151, Right to Repair

Dear Rep. Meyer:

Thank you for sponsoring HB151, the right to repair legislation. This letter is to express my support for the bill.

Across the entire nation - and especially in Alaska right now - liability insurance rates are dramatically increasing. The cost to my business has increased, and in fact it is becoming even more difficult to find carriers who will provide coverage.

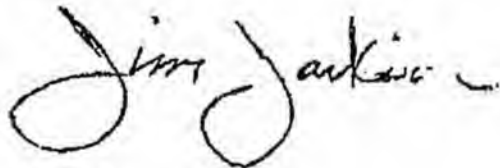
This legislation is a win-win situation. A conscientious builder who wants to do a good job will have the opportunity to repair any defects in a home. Also, the homeowner will have the defect repaired. A long and costly lawsuit only makes the problem worse for both sides.

In the event that the notification process in HB151 does not solve the issue - both sides will retain their right to pursue claims in court if absolutely necessary. The idea here is that lawsuits should be the last thing that should be done to fix a problem.

A home is indeed a person's castle, and in most cases is the single largest investment that a family will make. Legitimate defects in a home should be repaired before the problem becomes worse for both the homeowner and the builder. Letting a problem fester while disputes wind their way through the court system only creates more potential cost for the builder and a potentially unsafe living situation for the homeowner. HB151 tries to avoid this mess by simply saying "let the builder fix the problem".

Thank you again for sponsoring this bill and your efforts. Please let me know how I can help you get this legislation passed this session.

Sincerely,

**"Building Better Places to Live, Work and Play"****ANCHORAGE HOME BUILDERS ASSOCIATION, INC.**

8301 Schoon Street, Suite 200 • Anchorage, AK 99518 • (907) 522-3605 • Fax (907) 522-3757





a home renovation and building provisions company

The Honorable Kevin Meyer
Alaska House of Representatives
State Capitol Building, Suite 513
Juneau, Alaska 99801

Re: House Bill 151, "Right to Repair"

Dear Rep. Meyers,

This letter is to express my support of HB-151.

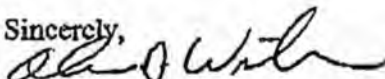
Homebuilders across Alaska are facing a liability insurance crisis. Home Builders have found their insurance premiums have doubled in cost. A greater fear is that insurance brokers and agents are telling us that there are only two companies in the state that are writing general liability insurance policies. With these types of increases many of the small companies are opting not to play by the rules, i.e.: no license, no workers compensation or general liability insurance.

This legislation is a common sense approach to resolving the majority of builder, homeowner disputes. Why is it common sense? Because many issues can be avoided when communication takes place. I believe that most builders want to do the right thing and fix any problems that arise with their products. This legislation forces the builder and the homeowner to communicate and as a last resort they can still go to court.

The cost of housing is always a concern. According to insurance industry professionals this type of legislation provides a level of certainty and stability in the construction industry. We live in a time when our clients would rather file law suits than have the problem fixed. When the cost of defending builders is reduced our premiums should reflect the reduced cost of providing coverage.

Thank you for sponsoring this bill. Your efforts on behalf of the home building industry are appreciated. I'm looking forward to testifying on this bill.

Sincerely,



Alan Wilson, President

Building satisfaction one room at a time.

907-780-3627 907-780-4327

5434 Shaune Dr. B-4 Juneau, Alaska 99801

Spinelli
HOMES, Inc.

The Honorable Kevin Meyer
Alaska House of Representatives
State Capitol Building, Suite 513
Juneau, AK 99801

In Re: House Bill 151, Right to Repair

Dear Rep. Meyer:

I am a homebuilder in Alaska and would like to take this opportunity to express my appreciation for your support towards HB151, the right to repair legislation.

It is becoming more and more complicated to find low liability insurance rates, which makes it more expensive to run my business.

Both parties benefit when a builder gets a chance to fix the problems that occur, and the homeowner is at ease knowing that his/her requests have been fulfilled. A lawsuit will only create more work and effort from both the builder and the homeowner, and should only be used to solve a problem if absolutely necessary. HB151 reserves the right, if appropriate, to create a claim in court if the process does not resolve the issue at hand.

Usually, purchasing a new home is the largest investment a family will make in a lifetime. This is significant when taking into consideration the problems that occur, and the result when the problems sit while questions/complaints are dealt with in a court process. HB151 attempts to counter this problem by simply "letting the builder fix the problem."

If there is anything I can do to assist you in getting this bill passed, please do not hesitate to let me know.

Sincerely,



Chuck Spinelli
Spinell Homes, Inc.



DECADES OF EXCELLENCE

George Moore, Owner

The Honorable Kevin Meyer
Alaska House of Representatives
State Capitol Building, Suite 513
Juneau, Alaska 99801

In Re: House Bill 151, Right To Repair

Dear Rep. Mayor:

Thank you for sponsoring HB151, the right to repair legislation. This letter is to express my support for the bill.

Across the entire nation – and especially in Alaska right now – liability insurance rates are dramatically increasing. The cost to my business has increased, and in fact it is becoming even more difficult to find carriers who will provide coverage.

The legislation is a win-win situation. A conscientious builder who wants to do a good job will have the opportunity to repair any defect in a home. Also, the homeowner will have the defect repaired. A long and costly lawsuit only makes the problem worse for both sides.

In the event that the notification process in HB151 does not solve the issue – both sides will retain their right to pursue claims in court in absolutely necessary. The idea here is that lawsuits should be the last thing that should be done to fix a problem.

A home is indeed a person's castle, and in most cases is the single largest investment that a family will make. Legitimate defects in a home should be repaired before the problem becomes worse for both the homeowner and the builder. Letting a problem fester while disputes wind their way through the court system only creates more potential cost for the builder and potentially unsafe living situation for the home owner. HB151 tries to avoid this mess by simply saying "let the builder fix the problem".

Thank you again for sponsoring this bill and your efforts. Please let me know how I can help you get this legislation passed this session.

Sincerely,

George Moore



January 8, 2003

Alaska State Home Builders Association

RE: Subcontractors Insurance Issues

Partusch Plumbing's workers comp insurance premium increased 46% this year. We were only able to get two quotes with the other quote being a 95% increase over 2001. Our losses for 2001 were 12,000 with a total premium paid of approximate 105,000. We managed our losses pretty well but to no avail.

Our General liability and auto insurance went up 13% for 2003. We don't even want to see what the company's health and dental insurance, which renews in April, might be. But they have been averaging approximately a 16% increase each year over the last three years.

The various insurances that we need are now the single biggest cause for price increases to our builders. It now rivals our yearly labor costs increases in total dollars. Our own associations mission statement is to be able to offer affordable housing. Our energies need to be focused on these insurance issues, so we can fulfill that statement.

Thanks for you time,

A handwritten signature in cursive script that reads "Larry Partusch".

Larry Partusch
President



TILLY & COMPANY, Ltd.

Tanana Builders

P.O. Box 72080

Fairbanks, AK 99707

Phone (907) 456-5565 Fax (907) 452-3175

Contractor's License #AA24415 / Endorsement #178

Email: tillyco@gei.net

March 15, 2003

**The Honorable Kevin Meyer
Alaska House of Representatives
State Capitol Building, Suite 513
Juneau, Alaska 99801**

Re: House Bill 151, Right to Repair legislation

Dear Representative Meyer,

I wish to thank you for sponsoring HB151, the right to repair legislation. This letter serves as my expression of support for this bill.

All across the nation, as well as here in Alaska, liability insurance costs have increased dramatically. The costs to my firm have increased again this year and it is becoming more difficult to find insurance carriers to offer coverage for our industry. The increases in costs eventually are passed along in our final products so the consumer ultimately shares in this increase of expenses. The insurance dilemma will just make affordable housing that much harder to create here in Alaska.

HB151 is a good effort towards positive legislation. A good builder who works to maintain his reputation will have the opportunity to repair any defects in one of his products. Also, the homeowner can rest assured that any problems will be addressed. The involvement of legal action and costly lawsuits only make the problem worse for all parties involved.

As stated in the bill, in the event that the notification process does not solve the issue, both sides will retain the right to pursue claims within the judicial system if absolutely necessary. The whole premise here is that lawsuits should be the last thing that should be pursued to resolve a problem.

A home purchase is most likely the largest investment many families make. Legitimate defects in a home should be repaired prior to the defect becoming a larger problem for the homeowner or the construction contractor. Leaving a problem unresolved during a protracted legal action only creates more hard feelings, costly litigation for both parties as well as possibly a potentially unsafe living condition for the homeowner. HB151 is anticipated to relieve this situation by saying, give the builder the opportunity to correct the problem at hand.

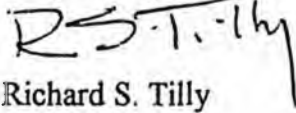
RECEIVED

MAR 19 2003

Page 2.

Again, I thank you for sponsoring this bill. Please feel free to contact me if there is anything I can do to help get this legislation passed during this session. As a professional contractor and builder, I welcome common sense legislation that is in the best interests of all parties involved. As a member of the Alaska State Homebuilding Association, the National Association of Homebuilders and as the current president of the Interior Alaska Homebuilding Association, I appreciate your involvement in issues of concern to the homebuilding industry.

Respectfully submitted,



Richard S. Tilly
President
Tilly & Company, Ltd.

Cc: file, Interior Alaska Building Association, Alaska State Homebuilding Association

✓

NCP

DESIGN/BUILD, LTD.

March 17, 2003

The Honorable Kevin Meyer
Alaska House of Representatives
State Capitol Building, Suite 513
Juneau, Alaska 99801

In Re: House Bill 151, Right to Repair

Dear Rep. Meyer:

Thank you for supporting HB151, the right to repair legislation. This letter is to express my support for the bill HB151.

Across the entire nation - and especially in Alaska right now - liability insurance rates are dramatically increasing. The cost to my business has increased, and in fact it is becoming even more difficult to find carriers who will provide coverage.

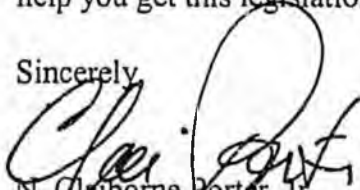
This legislation is a win-win situation. A conscientious builder who wants to do a good job will have the opportunity to repair any defects in a home. Also, the homeowner will have the defect repaired. A long and costly lawsuit only makes the problem worse for both sides.

In the event that the notification process in HB151 does not solve the issue - both sides will retain their right to pursue claims in court if absolutely necessary. The idea here is that lawsuits should be the last thing that should be done to fix a problem.

A home is indeed a person's castle, and in most cases is the single largest investment that a family will make. Legitimate defects in a home should be repaired before the problem becomes worse for both the homeowner and the builder. Letting a problem fester while disputes wind their way through the court system only creates more potential cost for the builder and a potentially unsafe living situation for the homeowner. HB151 tries to avoid this mess by simply saying "let the builder fix the problem".

Thank you again for sponsoring this bill and your efforts. Please let me know how I can help you get this legislation passed this session.

Sincerely,



N. Calborne Porter, Jr.
NCP Design/Build Ltd.

RECEIVED

MAR 20 2003



ALASKA ASSOCIATION OF REALTORS, INC.
741 Sesame Street, Suite 100 • Anchorage, Alaska 99503
Telephone 907-563-7133 • Fax 907-563-8476

April 11, 2003

The Honorable Kevin Meyer
Alaska House of Representatives
State Capitol Building, Suite 513
Juneau, Alaska 99801

In Re: House Bill 151 ,Relating to the Right to Repair

Dear Representative Meyer:

The Alaska Association of REALTORS with over 1,100 members statewide supports House Bill 151, which provides consumers and construction professionals with a process to resolve construction defect issues on new homes or homes that undergo substantial remodeling.

We favor this bill because it gives the conscientious builder the opportunity to repair any legitimate defects in a home, and satisfies the homeowner by having the defect repaired. The Association is in agreement that a long and costly lawsuit should be the last avenue to resolve a problem.

The Alaska Association of REALTORS encourages the passage of House Bill 151.

Sincerely,

A handwritten signature in cursive script that reads 'Carole Winton'.

Carole Winton
President



ISLAND TILE & MARBLE
832 BUREN #99
KETCHIKAN, AK 99901
(907)225-5444

March 18, 2003

The Honorable Kevin Meyer
Alaska House of Representatives
State Capitol Building, Suite 513
Juneau, Alaska 99801

In Re: House Bill 151, Right to Repair

Dear Rep. Meyer:

Thank you for sponsoring HB151, the right to repair legislation. This letter is to express my support for the bill.

Across the entire nation - and especially in Alaska right now - liability insurance rates are dramatically increasing. The cost to my business has increased, and in fact it is becoming even more difficult to find carriers who will provide coverage.

This legislation is a win-win situation. A conscientious builder who wants to do a good job will have the opportunity to repair any defects in a home. Also, the homeowner will have the defect repaired. A long and costly lawsuit only makes the problem worse for both sides.

In the event that the notification process in HB151 does not solve the issue - both sides will retain their right to pursue claims in court if absolutely necessary. The idea here is that lawsuits should be the last thing that should be done to fix a problem.

A home is indeed a person's castle, and in most cases is the single largest investment that a family will make. Legitimate defects in a home should be repaired before the problem becomes worse for both the homeowner and the builder. Letting a problem fester while disputes wind their way through the court system only creates more potential cost for the builder and a potentially

unsafe living situation for the homeowner. HB151 tries to avoid this mess by simply saying "let the builder fix the problem".

Thank you again for sponsoring this bill and your efforts. Please let me know how I can help you get this legislation passed this session.

Sincerely,

Anne McQueen

THE
FOLLOWING
DOCUMENT(S)
ARE
POOR
ORIGINAL
COPIES

WHITE SPRUCE ENTERPRISES, INC.

10295 Old Valdez Trail - Salcha, AK 99714

Telephone 907-488-9004

Fax 907-488-2551

whitespruce@mooseultra.com

The Honorable Kevin Meyer
Alaska House of Representatives
State Capitol Building, Suite 513
Juneau, AK 99801

Re: House Bill 151, Right to Repair

Dear Representative Meyer:

Thank you for sponsoring HB151, the right to repair legislation. This letter is to express my support for the bill.

Liability insurance rates are sharply increasing for contractors across the nation—as well as Alaska. Rates have increased significantly to my business this year. A company that I dealt with last year has pulled out of Alaska, and it is increasingly harder to find a company who has been in Alaska for a period of time or who will continue to cover liability coverage here in our state in the future.

The opportunity for the builder to be able to repair any defects in a home will provide a solution to the buyer and, hopefully, prevent costly lawsuits. Which in turn, raise the cost of insurance. If the repair does not solve the issue, both parties still retain their right to claims in court. Homeowners and builders do not want to pay costly legal fees and spend significant time in court before the repair is done.

HB151 is a way allowing the builder to fix the problem. Thank you for sponsoring this bill.

Sincerely,



Leslie Gustafson, Vice President
White Spruce Enterprises, Inc.



03/17/03

The Honorable Kevin Meyer
Alaska House of Representatives
State Capitol Building, Suite 513
Juneau, Alaska 99801

In Re: House Bill 151, Right to Repair

Dear Rep. Meyer:

Thank you for sponsoring HB151, the right to repair legislation. This letter is to express my support for the bill.

Across the entire nation - and especially in Alaska right now - liability insurance rates are dramatically increasing. The cost to my business has increased, and in fact it is becoming even more difficult to find carriers who will provide coverage.

This legislation is a win-win situation. A conscientious builder who wants to do a good job will have the opportunity to repair any defects in a home. Also, the homeowner will have the defect repaired. A long and costly lawsuit only makes the problem worse for both sides.

In the event that the notification process in HB151 does not solve the issue - both sides will retain their right to pursue claims in court if absolutely necessary. The idea here is that lawsuits should be the last thing that should be done to fix a problem.

A home is indeed a person's castle, and in most cases is the single largest investment that a family will make. Legitimate defects in a home should be repaired before the problem becomes worse for both the homeowner and the builder. Letting a problem fester while disputes wind their way through the court system only creates more potential cost for the builder and a potentially unsafe living situation for the homeowner. HB151 tries to avoid this mess by simply saying "let the builder fix the problem".

Thank you again for sponsoring this bill and your efforts. Please let me know how I can help you get this legislation passed this session.

Sincerely,


GENERAL MANAGER

HB

177

ALASKA STATE LEGISLATURE

Chair:
House Finance Subcommittees for;
Department of Public Safety
Department of Law

Member:
House Finance Committee
Legislative Council



Session:
Alaska State Capitol
Juneau, AK 99801-1182
Phone: (907) 465-4958
Fax: (907) 465-4928
Toll Free (866) 465-4958

Interim:
PO Box 464
Chugiak, AK 99567

REPRESENTATIVE BILL STOLTZE

Representative_Bill_Stoltze@legis.state.ak.us

Sponsor Statement for House Bill 177

"An Act relating to concealed handguns."

In 2002, Senate Bill 242 was introduced to simplify and clarify the procedures for recognizing concealed handgun permits for other states. As the result of a floor amendment offered late in the session, recognition was limited to those permits held by individuals who had not had a permit denied or revoked. Although, the amendment appeared reasonable on the surface, an unintended consequence was the result. Texas, the second most populous state in the nation, has refused reciprocity. The refusal is really more technically bureaucratic, and is a barrier to reciprocity. House Bill 177 is an attempt to resolve the existing barrier.

The first section of the bill would recognize permit holders from other states as valid permit holders in Alaska.

The second section of the legislation would require the Alaska Department of Public Safety to enter into reciprocity agreements with other states, when it is necessary to benefit Alaska permit holders.

I appreciate your consideration of this legislation.

DISTRICT 16

BIRCHWOOD • BUTTE • CHUGIAK • EKLUTNA • FAIRVIEW LOOP
KNIK RIVER ROAD • LAZY MOUNTAIN • PALMER • PETERS CREEK

FISCAL NOTE

STATE OF ALASKA
2003 LEGISLATIVE SESSION

Fiscal Note Number: 1
Bill Version: CSSSHB 177(STA)
(H) Publish Date: 4/2/03

Revision Date/Time (Note if correction): _____ Dept. Affected: Law
Title "An Act relating to concealed handguns." BRU Criminal Division
Component All
Sponsor Representative Stoltze
Requester House State Affairs Committee Component No. _____

Expenditures/Revenues (Thousands of Dollars)

Note: Amounts do not include inflation unless otherwise noted below.

OPERATING EXPENDITURES	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009
Personal Services						
Travel						
Contractual						
Supplies						
Equipment						
Land & Structures						
Grants & Claims						
Miscellaneous						
TOTAL OPERATING	0.0	0.0	0.0	0.0	0.0	0.0

CAPITAL EXPENDITURES						
-----------------------------	--	--	--	--	--	--

CHANGE IN REVENUES ()						
-------------------------------	--	--	--	--	--	--

FUND SOURCE (Thousands of Dollars)

1002 Federal Receipts						
1003 GF Match						
1004 GF						
1005 GF/Program Receipts						
1037 GF/Mental Health						
Other (Specify Type--Do not abbreviate)						
TOTAL	0.0	0.0	0.0	0.0	0.0	0.0

Estimate of any current year (FY2003) cost: 0.0
Check this box (X) if funding for this bill is included in the Governor's FY 2004 budget proposal:

POSITIONS

Full-time						
Part-time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

This bill recognizes valid permits to carry a concealed handgun from other jurisdictions. Holders of those permits would automatically be considered Alaska permittees as well. Further, the Department of Public Safety is directed to enter into reciprocity agreements with other states so Alaska permittees can carry concealed handguns in those states.

Passage of this legislation is not anticipated to have a fiscal impact on the Department of Law.

Prepared by: Joan M. Kasson Phone (907) 465-5370
Division: Attorney General's Office Date/Time 3/24/03 1:46 PM
Approved by: Joan M. Kasson for Gregg D. Renkes, Attorney General Date 3/24/2003
Agency: Department of Law