

CITY OF BETHEL

City Council Meeting Agenda, July 14, 2026 – 6:30 PM

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

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

Council Members: Mayor Rose Henderson, Vice-Mayor Teresa Keller, Mark Springer, Alicia Miner, Pamela Conrad, Kelsi Kime, Greg Schiedler

Zoom Meeting Link: <https://us06web.zoom.us/j/4888456188?pwd=bkN1dGI4MHpGZ1kwOUVYWU5kd0xhZz09>

Zoom Meeting ID: 488 845 6188

Zoom Meeting Passcode: 13871

Zoom Meeting Conference Line Numbers: 833 548 0276 US Toll-free

833 548 0282 US Toll-free

877 853 5257 US Toll-free

888 475 4499 US Toll-free



1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

- 4.1. *Written Public Comments can be submitted by opening your phone camera and hovering over this URL code. The link to the submission form will appear. You may also go to www.cityofbethel.org. Written public comment must be submitted 24 hours before the meeting.*



5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

6. APPROVAL OF MEETING MINUTES

- 6.1. *6-23-2026 Regular City Council Meeting Minutes

7. REPORTS OF STANDING COMMITTEES

- 7.1. Committee/Commission Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

10. NEW BUSINESS

- 10.1. *Introduction Ordinance 25-08(i): Amending The Adoption Annual Operating Budget For Fiscal Year 2026, July 1, 2025 - June 30, 2026 (City Manager Strickler)
- 10.2. *Introduction Of Ordinance 26-11: Amending Bethel Municipal Code Title 6, Animals, To Add Additional Vaccination Requirements (Public Safety and Transportation Commission)
- 10.3. *Introduction Of Ordinance 26-12: Repealing And Replacing Chapter 4.16a Of The Bethel Municipal Code, "Alaska Remote Seller Sales Tax Code," To Adopt The March 31, 2026

Posted July 8, 2026 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan, City Clerk's Office

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

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda. Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.

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

Amendments To The Alaska Remote Seller Uniform Sales Tax Code And To Conform The Chapter To The Current Uniform Code (City Manager Strickler)

- 10.4. *Resolution 26-08: Adoption Of The City Of Bethel Local Hazards Mitigation Plan Update, July 2026 (City Manager Strickler)
- 10.5. *Resolution 26-09: Authorization And Execution Of State Revolving Fund Loan Applications (City Manager Strickler)
- 10.6. *Resolution 26-10: Authorizing The City Of Bethel To Adopt The Alaska Intergovernmental Remote Seller Sales Tax Agreement, As Amended March 31, 2026, For The Purpose Of Developing, Implementing, And Enforcing A Remote Sellers Sales Tax Code, Including Sales Made Through Marketplace Facilitators (City Manager Strickler)
- 10.7. *AM 26-14: Appointment Of Committee And Commission Members (City Manager Strickler)
- 10.8. City Administrative Review Of Good Vibes LLC, Doing Business As Good Vibes Bethel, Retail Marijuana Store License Renewal #30563, Located At 323 Chief Eddie Hoffman Hwy Bethel, AK 99559 (City Manager Strickler)

11. REPORTS

- 11.1. Mayor's Report
- 11.2. City Manager's Report
- 11.3. Clerk's Report

12. COUNCIL MEMBER COMMENTS

13. EXECUTIVE SESSION

14. ADJOURNMENT

Posted July 8, 2026 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan. City Clerk's Office

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

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on June 23, 2026 at 6:30 p.m., in the Council Chambers, Bethel, Alaska.

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Mark Springer (telephonically) City Council Member Greg Schiedler (telephonically) Mayor Rose Henderson City Council Member Pamela Conrad Vice-Mayor Teresa Keller
Members Absent:
City Council Member Kelsi Kime City Council Member Alicia Miner (excused)
Also in attendance were the following:
City Manager Lori Strickler, City Clerk Kevin Morgan

4. PEOPLE TO BE HEARD – Five minutes per person

Taylor Finely- Bethel, Alaska- Speaking on behalf of TWC as the Youth Services Manager to give an update on violence prevention, outreach, education in the Community and activities at the Teen Center.

Item 4.1. - Written Public Comments

No Written Comments submitted.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by:	Greg Schiedler
Seconded by:	Teresa Keller
In favor:	Mark Springer, Greg Schiedler, Rose Henderson, Pamela Conrad, Teresa Keller
Opposed:	None
Results:	Motion Carries

-Remove from the Consent Agenda the Item 6.1, 6-9-2026 Regular City Council Meeting Minutes- Council Member Schiedler.

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *6-9-2026 Regular City Council Meeting Minutes

Main Motion: Approve the 6-9-2026 Regular City Council Meeting Minutes.

Moved by:	Teresa Keller
Seconded by:	Greg Schiedler
In favor:	Mark Springer, Greg Schiedler, Rose Henderson, Pamela Conrad, Teresa Keller
Opposed:	None
Results:	Motion Carries

Main Motion: Amend the Minutes under Item 9.1 Public Hearing of Ordinance 26-09 to change the Water and Sewer Utility Fund Expenditures to \$8,810,324 and Leased Properties Expenditures to \$888,867.

Moved by:	Greg Schiedler
Seconded by:	Teresa Keller
In favor:	Mark Springer, Greg Schiedler, Rose Henderson, Pamela Conrad, Teresa Keller
Opposed:	None
Results:	Motion Carries

7. REPORTS OF STANDING COMMITTEES

Item 7.1. - Committee/Commission Agendas And Draft Meeting Minutes

Port Commission, Council Member Conrad- No meeting due to lack of quorum.

Planning Commission, Mayor Henderson- No meeting due to lack of quorum. Next meeting is July 9th at 6:30pm.

Community Action Grant Committee- No one to report.

Community Parks and Recreation Committee, Vice-Mayor Keller- No meeting until July.

Finance Committee, Council Member Schiedler- Accepted the resignation of member, and are going through the vacancy process for members who have not been present.

Public Works Committee- No one to report.

Public Safety and Transportation Commission, Council Member Springer- July 1st will be the next meeting.

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Ordinance 26-10: Providing The Adoption Of The Capital Improvement Budget For Fiscal Year 2027, July 1, 2026-June 30, 2027 And Appropriating Funds To Carry Out Said Budget (City Manager Strickler)

Mayor Henderson opened the Public Hearing.

No one present to be heard.

Mayor Henderson closed the Public Hearing.

Main Motion: Adopt Ordinance 26-10.

Moved by:	Teresa Keller
Seconded by:	Greg Schiedler
In favor:	Mark Springer, Greg Schiedler, Rose Henderson, Pamela Conrad, Teresa Keller
Opposed:	None
Results:	Motion Carries

10. NEW BUSINESS

Item 10.1. - *Resolution 26-07: Authorizing The Disposal Of Two City Assets – Hammer And Shears (City Manager Strickler)

Passed on the consent agenda.

Item 10.2. - AM 26-13: Authorizing The Sole Source Procurement In Accordance With BMC 4.20.250, To Engage In Third Party Services For Sales Tax Consulting Compliance And Auditing Through Revenue Recovery Group Or RRG. The Only Service Provider (City Manager Strickler)

Main Motion: Approve AM 26-13.

Moved by:	Teresa Keller
Seconded by:	Mark Springer
In favor:	Mark Springer, Greg Schiedler, Rose Henderson, Pamela Conrad, Teresa Keller
Opposed:	None
Results:	Motion Carries

Item 10.3. - *IM 26-06: Documentation That The Bethel City Council Received And Reviewed The Full Financial Budget Report And Water & Wastewater Activity Report For The Month Of May 2026 (City Manager Strickler)

Passed on the consent agenda.

11. REPORTS

Item 11.1. - Mayor's Report

Item 11.2. - City Manager's Report

Item 11.3. - Clerk's Report

12. COUNCIL MEMBER COMMENTS

Mayor Henderson- Please use the boat harbor wisely and be considerate of others when parking. Asked parents to know what your kids are doing on 4-wheelers; please pay attention to them. Hearing positive feedback from the public about EK35 on the roads for dust control.

Vice-Mayor Keller- Seeing a lot of glass trash at the parks. Please don't bring glass to the parks, if you do, please dispose of it properly and clean up after yourselves.

Council Member Conrad- Covenant House is involved in internships for the youth. You can reach out to them if you are a business owner and want to help train the future workforce.

Council Member Springer- Sounds like kings are hitting decently. 4th of July is approaching. Be careful of fire out on the tundra; things are still very dry. Enjoy the rest of the summer

Council Member Schiedler- Enjoy the 4th!

13. EXECUTIVE SESSION

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by: | Teresa Keller
Seconded by: | Pamela Conrad

In favor:	Mark Springer, Greg Schiedler, Rose Henderson, Pamela Conrad, Teresa Keller
Opposed:	None
Results:	Motion Carries

Meeting ended at 7:19 p.m.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan,
City Clerk

Minutes approved on:
July 14, 2026

City of Bethel, Alaska

Public Safety and Transportation Commission Minutes

January 7, 2026

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER: 6:30PM

A regular Public Safety and Transportation Commission Meeting was held on January 7, 2026, via Zoom. called the meeting to order at 6:30 pm.

II. ROLL CALL:

Comprising a quorum of the committee, the following were present for Roll Call:

No meeting was held due to lack of quorum.

APPROVED THIS _____ DAY OF _____, 2026.

Joy Anderson
Committee Chair

Kayla Saddler
Recorder of Minutes

City of Bethel, Alaska

Public Safety and Transportation Commission Minutes

February 4, 2026

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER: 6:43PM

A regular Public Safety and Transportation Commission Meeting was held on February 4, 2026; called the meeting to order at 6:43pm.

II. ROLL CALL:

Comprising a quorum of the committee, the following were present for Roll Call: Jesslyn Elliott, Joy Anderson, Mark Springer, John Hastie

EXCUSED: Jody Brand

UNEXCUSED: Musa Saliu

III. PEOPLE TO BE HEARD: Frank Mazzaro

IV. APPROVAL OF AGENDA:

Motion to approve the agenda.

MOVED BY:	Mark	Motion to approve Agenda.
SECONDED BY:	Jesslyn	
VOTE ON MOTION	Motion carried by unanimous vote.	

V. APPROVAL OF MINUTES:

VI. SPECIAL ORDERS OF BUSINESS:

VII. UNFINISHED BUSINESS:

- A. Taxi Cab Inspections
- B. Taxi Cab Inspection Stickers
- C. Enforcement Actions for Fines and Citations
- D. Identify New Taxi Schedule
- E. Review of City Code Concerning Taxi and Chauffeur Licensing
- F. Vehicle Nuisance Abatement

VIII. NEW BUSINESS:

- A. COB Pound Stats
- B. Ordinance 26-01 Amending BMC 10.03.040 Governing The Operation Of All Terrain Vehicles (ATVs) On Public Roadways Within The City Of Bethel

IX. EX OFFICIO MEMBER REPORT:

- A. Manager's Reports January 2026

X. COMMITTEE MEMBER COMMENTS:

Mark Springer: Made comments

Joy Anderson: Made comments; requested that the 7th committee member position and two alternate positions for the Commission be advertised.

Jesslyn Elliot: No comments

John Hastie: Made comments

XI. ADJOURNMENT: 8:27pm

ADJOURNMENT 5:17 PM		
MOVED BY:	Mark	Motion to adjourn.
SECONDED BY:	Jesslyn	
VOTE ON MOTION	Motion carried by unanimous vote.	

With no further business, meeting adjourned at 8:27PM.

APPROVED THIS _____ DAY OF _____, 2026.

Joy Anderson
Committee Chair

Kayla Saddler
Recorder of Minutes

City of Bethel, Alaska

Public Safety and Transportation Commission Minutes

March 4, 2026

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER: 6:43PM

A regular Public Safety and Transportation Commission Meeting was held on March 4, 2026; called the meeting to order at 6:43pm.

No meeting was held due to lack of quorum.

APPROVED THIS _____ DAY OF _____, 2026.

Joy Anderson
Committee Chair

Kayla Saddler
Recorder of Minutes

City of Bethel, Alaska

Public Safety and Transportation Commission Minutes

April 1, 2026

Special Meeting

Bethel, Alaska

I. CALL TO ORDER: 6:30PM

A regular Public Safety and Transportation Commission Meeting was held on March 4, 2026; called the meeting to order at 6:30pm.

II. ROLL CALL:

Comprising a quorum of the committee, the following were present for Roll Call: Jody Brand, John Hastie, Joy Anderson, Mark Springer, Musa Saliu,

EX: Jesslyn Elliott

III. PEOPLE TO BE HEARD:

IV. APPROVAL OF AGENDA:

Motion to approve the agenda.

Moved By:	Mark Springer	Motion to approve Agenda.
SECONDED BY:	Musa Saliu	
VOTE ON MOTION	Motion carried by unanimous vote.	

V. APPROVAL OF MINUTES:

A. 1-7-2026 Meeting Minutes

MOVED BY:	Musa Saliu	Motion to approve Agenda.
SECONDED BY:	John Hastie	
VOTE ON MOTION	Motion carried by unanimous vote.	

B. 2-4-2026 Meeting Minutes

Moved By:	Musa Saliu	Motion to approve Agenda.
SECONDED BY:	John Hastie	
VOTE ON MOTION	Motion carried by unanimous vote.	

C. 3-4-2026 Meeting Minutes

Moved By:	Musa Saliu	Motion to approve Agenda.
SECONDED BY:	John Hastie	
VOTE ON MOTION	Motion carried by unanimous vote.	

VI. SPECIAL ORDERS OF BUSINESS

A. Annual Election of Chair and Vice-Chair (BMC 2.60.040 D)

For Chair: Joy Anderson For Vice Chair: John Hastie

VII. UNFINISHED BUSINESS:

A. Enforcement Actions for Fines and Citations

B. Vehicle Nuisance Abatement

C. COB Pound Stats

- D. Ordinance 26-01 Amending BMC 10.03.040 Governing The Operation Of All Terrain Vehicles (ATVs) On Public Roadways Within the City Of Bethel

VIII. NEW BUSINESS:

IX. EX OFFICIO MEMBER REPORT:

A. Manager's Reports - March 2026

X. COMMITTEE MEMBER COMMENTS:

Mark Springer: Wants a police blotter

Joy Anderson:

Jesslyn Elliot:

John Hastie:

XI. ADJOURNMENT: 8:10pm

MOVED BY:	John Hastie	Motion to adjourn.
SECONDED BY:	Mark Springer	
VOTE ON MOTION	Motion carried by unanimous vote.	

With no further business, meeting adjourned at 8:10PM.

APPROVED THIS _____ DAY OF _____, 2026.

Joy Anderson
Committee Chair

Kayla Saddler
Recorder of Minutes

City of Bethel Port Commission Meeting Minutes

May 18, 2026

Regular Meeting 7 p.m.

Bethel, Alaska

I. CALL TO ORDER

THE MEETING WAS CALLED TO ORDER AT 7:20 P.M.

II. ROLL CALL

COMMISSIONERS PRESENT:	
Comm. Pope	Comm. Meeks
COMMISSIONERS ABSENT:	
Comm. Murphy	Comm. Sosa
Comm. Conrad	
Comm. Reardon	
ALSO IN ATTENDANCE WERE THE FOLLOWING:	
Edward Flores	

NO QUORUM

- III. SPECIAL BUSINESS
- IV. PEOPLE TO BE HEARD
- V. APPROVAL OF AGENDA
- VI. APPROVAL OF MINUTES
- VII. UNFINISHED BUSINESS
- VIII. NEW BUSINESS
- IX. EX OFFICIO REPORT
- X. COMMISSION REPRESENTATIVE'S COMMENTS
- XI. ADJOURNMENT

Respectfully Submitted:

Alan Murphy, Chairman

APPROVED THIS _____ day of _____ 20____

ATTEST: _____

City of Bethel, Alaska

Public Safety and Transportation Commission Minutes

May 6, 2026

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER: 6:30PM

A regular Public Safety and Transportation Commission Meeting was held on May 6, 2026; called the meeting to order at 6:30pm.

No meeting was held due to lack of quorum.

APPROVED THIS _____ DAY OF _____, 2026.

Joy Anderson
Committee Chair

Kayla Saddler
Recorder of Minutes

City of Bethel Port Commission Meeting Minutes

June 15, 2026

Regular Meeting 7 p.m.

Bethel, Alaska

I. CALL TO ORDER

THE MEETING WAS CALLED TO ORDER AT 7:15 P.M.

II. ROLL CALL

COMMISSIONERS PRESENT:	
Comm. Pope	Comm. Meeks
COMMISSIONERS ABSENT:	
Comm. Murphy	Comm. Sosa
Comm. Conrad	
Comm. Reardon	
ALSO IN ATTENDANCE WERE THE FOLLOWING:	
Edward Flores	

NO QUORUM

- III. SPECIAL BUSINESS
- IV. PEOPLE TO BE HEARD
- V. APPROVAL OF AGENDA
- VI. APPROVAL OF MINUTES
- VII. UNFINISHED BUSINESS
- VIII. NEW BUSINESS
- IX. EX OFFICIO REPORT
- X. COMMISSION REPRESENTATIVE'S COMMENTS
- XI. ADJOURNMENT

Respectfully Submitted:

Alan Murphy, Chairman

APPROVED THIS _____ day of _____ 2026

ATTEST: _____

City of Bethel, Alaska

Public Safety and Transportation Commission Minutes

June 3, 2026

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER: 6:30PM

A regular Public Safety and Transportation Commission Meeting was held on June 3, 2026; called the meeting to order at 6:30pm.

No Meeting was held due to lack of proper notice.

APPROVED THIS _____ DAY OF _____, 2026.

Name:
Committee Chair

Kayla Saddler
Recorder of Minutes

City of Bethel, Alaska

Public Works Committee Minutes

June 17, 2026

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular Public Works Committee Meeting was held on June 17, 2026. Ryan Butte called the meeting to order at 05:31pm.

II. ROLL CALL:

Comprising a quorum of the committee, the following were present for Roll Call:

No members were present online or in the Chambers for roll call.

Note: Council Member Kelsi Kime attempted to attend in person but was unable to access the building.

No Meeting was held due to lack of quorum.

Name:
Committee Chair

Reena Turner
Recorder of Minutes

City of Bethel, Alaska

Finance Committee Minutes

June 22, 2026

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Finance Committee was held on June 22nd, 2026, at 5:30 PM in the Council Chambers at 300 Chief Eddie Hoffman Highway.

II. ROLL CALL

The following Finance Committee members were present: Eileen Arnold, Nate Dehaan, John Hamilton, Greg Scheidler

Also in attendance are (Ex Officio): Cindy Sharp, Julie Olick

Unexcused Absences: Carol Ann Willard, Grace Haas, Richard Curtis Smith, Nella Poquette

Excused Absences:

III. PEOPLE TO BE HEARD

IV. APPROVAL OF AGENDA

MOVED BY	Eileen Arnold	Motion to approve
SECOND BY	Greg Scheidler	4-0
VOTE ON MOTION	All in favor	Yes

V. APPROVAL OF MEETING MINUTES

A. 5/21/2026

MOVED BY	Eileen Arnold	Motion to approve
SECOND BY	Nate Dehaan	4-0
VOTE ON MOTION	All in favor, yes	4-0

VI. UNFINISHED BUSINESS

A. Determining a meeting schedule for the Year and Canceling the Regular Finance Meeting on May 25, 2026

MOVED BY	John Hamilton	Motion to approve
SECOND BY	Nate Dehaan	4-0
VOTE ON MOTION	All in favor, yes	4-0

VII. NEW BUSINESS

A. Convey Finance Committee Attendance Log- Arnold

MOVED BY	Eileen Arnold	Motion to approve
SECOND BY	Greg Scheidler	4-0
VOTE ON MOTION	All in favor, yes	4-0

VIII. EC OFFICIO REPORT

A. Manager's Reports – June 2026

IX. MEMBER COMMENTS

Carol Ann Willard:
John Hamilton:
Eileen Arnold:
Nate Dehaan:
Greg Shiedler:

X. ADJORNMENT

MOVED BY	John Hamilton	Motion to approve
SECOND BY	Eileen Arnold	4-0
VOTE ON MOTION	All in favor, yes	4-0

With no further business, meeting adjourned at 5:40PM.

APPROVED THIS _____ DAY OF _____, 2026.

John Hamilton
Committee Chair

Julie Olick
Recorder of Minutes

City of Bethel, Alaska

Public Safety and Transportation Commission Minutes

July 1, 2026

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER: 6:30PM

A regular Public Safety and Transportation Commission Meeting was held on July 1, 2026; called the meeting to order at 6:30pm.

II. ROLL CALL:

Comprising a quorum of the committee, the following were present for Roll Call: Mark Springer, Musa Saliu, Joy Anderson, Jesslyn Elliott, John Hastie, Jody Brand

Excused:

Unexcused:

III. PEOPLE TO BE HEARD: James Min-Cost increase/overtime, Reah-gas rate/tax fair concerns, Kelsi Kime-Concerns around Law Enforcement Officers response (Mental Health), Nathan Uhrinek/Kusko Cab-Request for Review and Adjustment of the Cab Fare Structure

IV. APPROVAL OF AGENDA:

Motion to approve the agenda.

MOVED BY:	John Hastie	Motion to approve the Agenda.
SECONDED BY:	Jesslyn Elliot	
VOTE ON MOTION	Motion carried by unanimous vote. 5-0	

V. SPECIAL ORDERS OF BUSINESS:

A. Hearing for Sejdula Ajeti Chauffeur License #0125-01

MOVED BY:	John Hastie	Motion to suspend the license until the notification and approval process under 5.30 is approved and granted by the Transportation Inspector for operating under another permittee's taxi permit
SECONDED BY:	Musa Saliu	
VOTE ON MOTION	Motion carried by vote. 4-1 Musa Saliu, Joy Anderson, Jesslyn Elliott, John Hastie voted Yes – Jody Brand voted No.	

VI. APPROVAL OF MINUTES:

A. 1-7-2026 Meeting Minutes

MOVED BY:	Mark Springer	Motion to approve Meeting Minutes. Joy said they already signed on 4/1/2026
SECONDED BY:	Musa Saliu	
VOTE ON MOTION	Motion carried by unanimous vote.	

B. 2-4-2026 Meeting Minutes

MOVED BY:	Musa Saliu	Motion to approve Meeting Minutes. Joy said they already signed on 4/1/2026
SECONDED BY:	John Hastie	
VOTE ON MOTION	Motion carried by unanimous vote.	

C. 3-4-2026 Meeting Minutes

MOVED BY:	Musa Saliu	Motion to approve Meeting Minutes. Joy said they already signed on 4/1/2026
SECONDED BY:	John Hastie	

VOTE ON MOTION	Motion carried by unanimous vote.
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D. 4-1-2026 Meeting Minutes

Moved By:	Jesslyn Elliot	Motion to approve Meeting Minutes.
SECONDED BY:	John Hastie	
VOTE ON MOTION	Motion carried by unanimous vote. 5-0	

E. 5-6-2026 Meeting Minutes

MOVED BY:	Jesslyn Elliot	Motion to approve Meeting Minutes.
SECONDED BY:	John Hastie	
VOTE ON MOTION	Motion carried by unanimous vote. 5-0	

F. 6-3-2026 Meeting Minutes

Moved By:	Jesslyn Elliot	Motion to approve Meeting Minutes.
SECONDED BY:	John Hastie	
VOTE ON MOTION	Motion carried by unanimous vote. 5-0	

VII. UNFINISHED BUSINESS:

A. COB Pound Stats

VIII. NEW BUSINESS:

A. Police Blotter (Springer)

B. Streets & Roads IDEA (Springer)

MOVED BY:	John Hastie	Motion to remove from Agenda.
SECONDED BY:	Jesslyn Elliot	
VOTE ON MOTION	Motion carried by unanimous vote. 5-0	

C. Ordinance 26 – Amending Animal Vaccines

Moved BY:	Jesslyn Elliot	Motion to recommend the ordinance to council.
SECONDED BY:	John Hastie	
VOTE ON MOTION	Motion carried by unanimous vote. 5-0	

D. Taxicab Prices (Kusko/Alaska Cab)

MOVED BY:	Musa Saliu	Motion to table the discussion to the next meeting
SECONDED BY:	Jesslyn Elliot	
VOTE ON MOTION	Motion carried by unanimous vote. 5-0	

IX. EX OFFICIO MEMBER REPORT:

A. Manager's Reports – June 2026

X. COMMITTEE MEMBER COMMENTS:

Mark Springer: N/A

Joy Anderson: Thanks to everyone. Welcome to Shelly.

Jesslyn Elliot: N/A

John Hastie: Letting commission know that his final meeting will be in August 5th.

Jody Brand: N/A

Musa Saliu: N/A

XI. ADJOURNMENT: 8:31pm

MOVED BY:	Musa Saliu	Motion to adjourn.
SECONDED BY:	Mark Springer	
VOTE ON MOTION	Motion carried by unanimous vote. 5-0	

With no further business, meeting adjourned at 8:31PM.

APPROVED THIS _____ DAY OF _____, 2026.

Joy Anderson
Committee Chair

Kayla Saddler
Recorder of Minutes

City of Bethel, Alaska

Regular Community Parks and Recreation Committee Minutes

July 6, 2026

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER: 6:03PM

A regular Community Parks and Recreation Committee Meeting was held on July 6, 2026, via Zoom. Called the meeting to order at 6:03pm.

II. ROLL CALL:

Comprising a quorum of the committee, the following were present for Roll Call: Brian Lefferts, Zeff Prina, Bev Hoffman, Jessica Pew.

Teresa Keller 6:05pm.

Excused: Jody Brand, Sean Glasheen,

Unexcused:

III. PEOPLE TO BE HEARD: None

IV. APPROVAL OF AGENDA:

Motion to approve the agenda.

MOVED BY:	Zeff Prina	Motion to approve Agenda. Vote 4-0
SECONDED BY:	Beverly Hoffman	
VOTE ON MOTION	Motion carried by unanimous vote.	

V. APPROVAL OF MINUTES:

A. Meeting Minutes May 11, 2026

MOVED BY:	Zeff Prina	Motion to approve Meeting Minutes. Vote 4-0
SECONDED BY:	Beverly Hoffman	
VOTE ON MOTION	Motion carried by unanimous vote.	

VI. UNFINISHED BUSINESS:

- A. Community Center Construction Project *Updates!* (Lefferts)
- B. Update on Larson Sub Park Progress (Pew)
- C. Riverview Dog Park *Update* (Pew)
- D. Discussion of Fitness Center Energy Audit (Glasheen)
- E. Letters of Support for Funding Gym Expansion (Hoffman)
- F. Native Wildflower Seed Distribution (Prina)
- G. Fees and Rates For Facility (Iverson)
- H. FY27 Budget Update
- I. Determination of Quorum For The *September 14th* Meeting. Confirmed for regular meeting time and place.

VII. NEW BUSINESS:

- A. Pit Recreational Usage (Lefferts)
- B. Reconsidering Location and New Recommendation For Fenced In Dog Park (Hoffman)

VIII. EX OFFICIO MEMBER REPORT:

- A. Manager's Reports June 2026

IX. COMMITTEE MEMBER COMMENTS:

Jessica Pew: Will coordinate with Parks & Recs on Dog Park logistics
Beverly Hoffman: Continue mentioning YK Delta Lifesavers where appropriate. We should recruit more members.
Theresa Keller: Picnic and grills at Pinky's.
Jody Brand:
Zeff Prina: none
Sean Glasheen: none
Brian Lefferts:

X. ADJOURNMENT: 6:55pm

MOVED BY:	Teresa Keller	Motion to adjourn.
SECONDED BY:	Zeff Prina	
VOTE ON MOTION	Motion carried by unanimous vote.	

With no further business, meeting adjourned at 6:55PM.

APPROVED THIS _____ DAY OF _____, 2026.

Brian Lefferts
Committee Chair

Shane Iverson
Recorder of Minutes



CITY OF BETHEL
PUBLIC SAFETY AND TRANSPORTATION COMMISSION
WEDNESDAY, JULY 1, 2026, 6:30 PM
LOCATION: COUNCIL CHAMBERS, CITY HALL, 300 CHIEF EDDIE HOFFMAN
HIGHWAY, BETHEL

JOIN MEETING AT ZOOM.US:
<https://us06web.zoom.us/j/3350154000?pwd=HYFLQJB5BBF9IUAXHBN9SOZQAFWPLS.1&OMN=81314125060>
MEETING ID: 335 015 4000
PASSCODE: 140569
US TOLL-FREE PHONE NUMBERS: 888 475 4499; 833 548 0276; 833 548 0282; 877 853 5257

MEMBERS	STAFF
Joy Anderson, Chair Musa Sailu John Hastie Jesslyn Elliot Mark Springer, Council Rep. Jody Brand	Jeff Kirkham, Ex Officio Member Kayla Saddler, Ex Officio Member ksaddler@cityofbethel.net 907-543-3781

- I. CALL TO ORDER**
- II. ROLL CALL**
 - A. Ex Officio Member's Attendance Log
- III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON**
 - A. Please submit written public comments to police@cityofbethel.net by 4:00 p.m. the day of the meeting.
- IV. APPROVAL OF AGENDA**
- V. SPECIAL ORDERS OF BUSINESS**
 - A. Hearing for Sedjula Ajeti Chauffeur License #0125-01
- VI. APPROVAL OF MEETING MINUTES**
 - A. 1-7-2026 Meeting Minutes
 - B. 2-4-2026 Meeting Minutes
 - C. 3-4-2026 Meeting Minutes
 - D. 4-1-2026 Meeting Minutes
 - E. 5-6-2026 Meeting Minutes
 - F. 6-3-2026 Meeting Minutes
- VII. UNFINISHED BUSINESS**
 - A. COB Pound Stats

Posted <> at City Hall, AC Co., Swanson’s, and the Post Office.

Ex-Officio Staff

VIII. NEW BUSINESS

- A. Police Blotter (Springer)
- B. Streets & Roads IDEA (Springer)
- C. Ordinance 26 - Amending Animal Vaccines
- D. Taxi Cab Prices (Kusko/Alaska Cab)

IX. EX OFFICIO REPORT

- A. Manager's Reports - June 2026

X. MEMBER COMMENTS

XI. ADJOURNMENT

Posted <> at City Hall, AC Co., Swanson's, and the Post Office.

Ex-Officio Staff



CITY OF BETHEL

COMMUNITY PARKS AND RECREATION COMMITTEE

MONDAY, JULY 6, 2026, 6:00 PM

LOCATION: 300 CHIEF EDDIE HOFFMAN HIGHWAY, BETHEL, ALASKA

JOIN MEETING AT ZOOM.US:

[HTTPS://US06WEB.ZOOM.US/J/3350154000?PWD=HYFLQJB5BBF9IUAXHBN9SOZQAFWPLS.1&OMN=81314125060](https://us06web.zoom.us/j/3350154000?pwd=HYFLQJB5BBF9IUAXHBN9SOZQAFWPLS.1&OMN=81314125060)

MEETING ID: 335 015 4000

PASSCODE: 140569

US TOLL-FREE PHONE NUMBERS: 888 475 4499; 833 548 0276; 833 548 0282; 877 853 5257

MEMBERS

Brian Lefferts, Chair
Teresa Keller Council Rep.
Sean Glasheen
Jody Brand
Alternate 2-
Beverly Hoffman, Vice-Chair
Jessica Pew
Zeff Prina
Alternate 1-

STAFF

Ex-Officio: Shane Iverson, Kayla Saddler
Email: ksaddler@cityofbethel.net Phone: 907-543-1386

I. CALL TO ORDER

II. ROLL CALL

- A. Ex Officio Member's Attendance Log

III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

- A. Please submit written public comments to pwadmin@cityofbethel.net by 4:00 p.m. the day of the meeting.

IV. APPROVAL OF AGENDA

V. APPROVAL OF MEETING MINUTES

- A. 5-11-2026 Meeting Minutes

VI. UNFINISHED BUSINESS

- A. Community Center Construction Project *Updates* (Lefferts)
B. Update on Larson Sub Park Progress (Pew)
C. Riverview Dog Park *Update* (Pew)
D. Discussion of Fitness Center Energy Audit (Glasheen)
E. Letters of Support for Funding Gym Expansion (Hoffman)
F. Native Wildflower Seed Distribution (Prina)
G. Fees and Rates For Facility (Iverson)
H. FY27 Budget Update
I. Determination of Quorum for the *September 14th* Meeting

VII. NEW BUSINESS

- A. Pit Recreational Usage (Lefferts)

Posted <<DATE>> at City Hall, AC Co., Swanson's, and the Post Office.

Ex-Officio Staff

- B. Reconsidering Location and New Recommendation For Fenced In Dog Park (Hoffman)

VIII. EX OFFICIO REPORT

- A. Manager's Reports - June 2026

IX. MEMBER COMMENTS

X. ADJOURNMENT

Posted <<DATE>> at City Hall, AC Co., Swanson's, and the Post Office.

Ex-Officio Staff

CITY OF BETHEL, ALASKA

ORDINANCE 25-08 (i)

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING THE ADOPTION ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2026, JULY 1, 2025-JUNE 30, 2026

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

SECTION 1. Classification. This is a noncodified ordinance amending the City of Bethel Annual Operating Budget for Fiscal Year 2026.

SECTION 2. Amendment. The adopted Fiscal Year 2026 Annual Operating Budget is amended as follows:

General Fund – Public Safety Fire Department

WHEREAS, the City of Bethel Fire Department was believed to be operating under a modified Kelly Shift schedule intended to average employees' regularly scheduled work hours over the course of a year by providing periodic Kelly Days, which are paid days off, thereby reducing annual scheduled hours to the standard full-time work year;

WHEREAS, because employees assigned to a Kelly Shift receive paid Kelly Days that reduce their scheduled annual work hours, the hourly rate established for Kelly Shift employees is lower than the standard hourly rate for an employee working the same annual salary without Kelly Days, resulting in substantially equivalent annual compensation when the Kelly Days are taken as intended;

WHEREAS, an administrative review conducted in 2026 determined that Fire Department employees assigned to the Kelly Shift schedule had not been receiving Kelly Days as believed based off the adopted Kelly shift schedule, while continuing to receive the Kelly Shift hourly rate established on the assumption that those paid leave days would be utilized;

WHEREAS, upon discovering this discrepancy, the City conducted a payroll review to determine the extent to which eligible employees were not provided Kelly Days consistent with the adopted schedule and determined that compensation is necessary to make affected employees whole for earned Kelly Days that were not received;

Introduced by: City Manager Strickler
Introduction Date: July 14, 2027
Public Hearing: July 28, 2027
Action:
Vote:

WHEREAS, under **Bethel Municipal Code 4.04.080**, which allows personnel servicer budget line transfer with council approval;

WHEREAS, it is necessary to reappropriate current personnel funds within the fire department to cover the unexpected cos.

Line Item	Description	Approved Appropriation	Proposed Amendment	Proposed Total Appropriation	Note
100-60-6010	FLSA Overtime	\$150,000.00	\$(8,000.00)	\$142,000.00	Transfer From
100-60-6040	Employee Group Benefits	\$228,888.00	\$(100,000.00)	\$128,888.00	
100-60-6000	Salaries	\$763,798	\$100,000.00	\$863,798.00	Transfer To

SECTION 4. Effective Date. This ordinance shall become effective upon the passage by the Bethel City Council.

NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, that the Fiscal Year 2026 operating budget is adopted, as amended for a period of one year, from July 1, 2025, through June 30, 2026.

ENACTED THIS 28th DAY OF JULY 2027, BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan, City Clerk

Introduced by: Public Safety and
Transportation Commission
Introduction Date: July 14, 2026
Public Hearing: July 28, 2026
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #26-11

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE TITLE 6, ANIMALS, TO ADD ADDITIONAL VACCINATION REQUIREMENTS

WHEREAS, current Bethel Municipal Code (BMC) Title 6 governs licensing and impoundment of animals and the control of animal disease within the city;

WHEREAS, communicable animal disease constitutes a serious public health hazard to both animals and people alike; and

WHEREAS, Title 6 currently requires animal vaccination against certain communicable diseases, but additional vaccinations are necessary to protect the health and welfare of people and animals in the community.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA:

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

SECTION 2. Amendment. Bethel Municipal Code Title 6, Animals, is amended as follows. New language is underlined and old language is ~~stricken out~~:

Title 6 ANIMALS

Chapters:

6.04 Licensing and Impoundment

6.08 Disease Control

Chapter 6.04 LICENSING AND IMPOUNDMENT

Sections:

6.04.010	Definitions.
6.04.020	Care and restraint of dogs.
6.04.030	Animals at large – Impoundment and destruction.
6.04.040	Animal control shelter.
6.04.045	Vaccination against rabies <u>communicable disease</u> .
6.04.050	Dog licensing.
6.04.060	Dog kennel.
6.04.070	Impoundment.
6.04.080	Emergency animal control.
6.04.085	Immediate destruction.
6.04.090	Penalties.
6.04.100	Dog park.
6.04.110	Volunteer animal control officer.

6.04.010 Definitions.

As used in this chapter:

- A. “Animal” means all domestic or domesticated members of the animal kingdom, classes Mammalia and Aves.
- B. “Animal at large” means any animal not under the immediate supervision of an owner or agent, or found unsupervised, leashed or unleashed, within the city limits on public streets, walkways, rights-of-way, public parks and playgrounds, or otherwise outside the property of an owner or agent.
- C. “Animal control officer” means the chief of police or their designee who shall be responsible for the licensing of animals, communicable disease ~~rabies~~ control of impounded animals, investigation of animal bites and complaints, maintaining the animal control program and the city animal impoundment center, and the destruction and disposal of animals. The animal control officer may participate in public education efforts concerning animal control and safety.
- D. “Animal control shelter” means a city-maintained impoundment with pens for dogs and other animals.

E. "Cat" means any domestic member of the family Felidae, commonly referred to as a cat.

F. "Communicable disease" means:

1. Feline or canine distemper;
2. Hepatitis;
3. Parainfluenza;
4. Parovirus; and
5. Rabies.

F. G. "Dangerous animal" means any animal which, unprovoked, commits an attack upon, harms or kills a person or another domestic animal. "Dangerous animal" shall also include any mammal for which there is no parental ~~rabies~~ communicable disease vaccine recognized and licensed for use to protect humans, or other species of animals, from the spread of communicable disease. ~~communicability of rabies.~~

G. H. "Dog" means any member of the mammalia family Canidae commonly called dogs, but not fox, wolf or other game species the taking of which is regulated by the state. Any game species kept as a pet must have a valid state permit.

H. I. "Frequent or prolonged noise" means:

1. Repeated vocalizing by any animal(s), except an animal in a licensed kennel or a commercial facility for animals, in a sixty- (60-) minute period from the time the noise begins and that lasts for more than twenty (20) consecutive minutes between the hours of 7:00 a.m. and 10:00 p.m.;
2. Repeated vocalizing by any animal(s) for ten (10) consecutive minutes between the hours of 10:00 p.m. and 7:00 a.m.

I. J. "Kennel" means a premises or property where four (4) or more dogs six (6) months of age or older are kept.

6.04.020 Care and restraint of dogs.

A. All dogs located outside the confines of their owners' or keepers' property shall be restrained at a safe distance from public streets, public walkways and public parks and playgrounds. All dogs shall be securely restrained by means of a chain, harness or leash, except in an established dog park (BMC 6.04.100) where said dog is accompanied by owner and under voice control. No dog may run at large within the city limits. No person having charge or control of said animal may permit the animal to run at large within the city.

B. All dogs shall be cared for in a safe and sanitary manner. Shelter shall be provided as needed. All owners or keepers shall provide for adequate care and feeding of the animals. Failure to provide for adequate caring and feeding of the animals will result in a citation being issued and owner or keeper subject to a fine and possible impoundment of the dog.

C. An owner shall prevent the dog from engaging in the following activities: barking, whining or howling in excessive, continuous or untimely fashion, to keep or permit the same to disturb a neighborhood or any number of persons by frequent or prolonged noise. The animal control officer shall investigate and may order the owner of the animal to immediately comply with this subsection following receipt of written statement containing the following:

1. Name, contact phone number, and physical address of the complainant.
2. Summary of the complaint to include the physical location, dates and times of the prolonged noise.

All orders issued under this subsection may contain:

1. The definition of "frequent or prolonged noise";
2. A copy of this chapter;
3. The nature and the times of the noise as identified in the written statement;
4. The amount of time allowed to comply with the notice.

Introduced by: Public Safety and
Transportation Commission
Introduction Date: July 14, 2026
Public Hearing: July 28, 2026
Action:
Vote:

If the owner fails to comply with any order issued pursuant to this subsection, an animal control officer may issue the owner a citation for violation of this chapter, and remove the animal that was making the noise to the animal control shelter.

D. A person who fails to comply with this section for care and maintenance of dogs shall be subject to all penalties established under BMC 6.04.090.

6.04.030 Animals at large – Impoundment and destruction.

A. Animals at large may be captured by the animal control officer and be impounded.

B. An animal at large that is reported to be aggressively threatening or intimidating a person shall be captured by the animal control officer. If after the first impoundment the animal is again reported as aggressively threatening or intimidating a person, the animal shall be destroyed.

C. An animal at large that has bitten a person unprovoked shall be impounded in isolation for ten (10) days immediately following the incident and destroyed by the animal control officer.

D. An animal at large that has bitten a person once but after investigation and due consideration has been determined by the animal control officer to have been provoked shall be impounded for ten (10) days immediately following the incident, and either released or be destroyed.

E. An animal at large that has bitten a person a second time, even if provoked, shall be impounded for ten (10) days immediately following the incident then destroyed.

F. The animal control officer may reduce the time periods set forth in this section if the animal is too dangerous or aggressive to remain in shelter for the full time period or if there are documents proving the animal has been vaccinated against communicable disease. ~~for rabies~~. In such cases, the animal control officer shall document in writing the reasons for deviating from the standard time period.

6.04.040 Animal control shelter.

The city shall maintain an animal control shelter under the direction of the chief of police.

Introduced by: Public Safety and
Transportation Commission
Introduction Date: July 14, 2026
Public Hearing: July 28, 2026
Action:
Vote:

6.04.045 Vaccination against ~~rabies~~ communicable disease.

All dogs and cats shall be vaccinated against communicable disease by the ages indicated by the American Veterinary Medical Association. ~~rabies from age three (3) months on.~~

6.04.050 Dog licensing.

A city dog license shall be required for all dogs six (6) months of age or older. The license shall expire on December thirty-first (31st) of each year for the non-computer-chip license. The implanted computer chip license shall be valid for the life of the dog. A valid rabies immunization certificate reflecting vaccination against communicable disease consistent with BMC 6.04.045 shall be required before the dog license will be issued. The fee for licensing shall be established and may be periodically adjusted by noncode ordinance.

6.04.060 Dog kennel.

A. All kennels within the city shall be licensed. Application for a kennel license shall be made to the animal control officer. The application for a kennel license shall contain the following information:

1. The name and address of the applicant;
2. The number and breed(s) of dogs to be kept at kennel;
3. Proof of a current rabies vaccination against communicable disease for each dog kept at the facility.

B. All dogs shall be maintained in a safe and sanitary manner. All kennel owners or keepers shall provide for the adequate care and feeding of the animals within the kennel. Failure to properly maintain a kennel or to provide adequate care or feeding of the animals within a kennel will result in a citation being issued and the owner or keeper subject to a fine and possible revocation of the kennel license.

C. A kennel license shall be issued for one (1) calendar year. All kennel licenses shall expire on December thirty-first (31st) of each year. An application for renewal of the

Introduced by: Public Safety and
Transportation Commission
Introduction Date: July 14, 2026
Public Hearing: July 28, 2026
Action:
Vote:

kennel license shall be on a form provided by the animal control office. Kennel fees shall be four (4) times the costs of a single license fee.

D. A person who fails to comply with the provisions of this section for licensing and maintenance of kennels shall be subject to all penalties established under BMC 6.04.090.

6.04.070 Impoundment.

A. Any animal impounded within the city animal control shelter shall be held a minimum of four (4) days unless claimed by the owner. If an animal is not claimed by the fourth (4th) business day the animal may be placed up for adoption, or destroyed at the discretion of the animal control officer.

B. Any impounded animal suspected of having ~~rabies~~ a communicable disease shall be impounded in isolation for a minimum of ten (10) days immediately following the incident.

C. Any animal that has bitten or attacked a human being shall be impounded in isolation for a minimum of ten (10) days immediately following the incident. A city agent shall contact the person who has been bitten on the first day of the animal's impoundment and the final day of its impoundment. The city agent shall inform the bitten victim of subsequent action that will be taken with the animal impounded.

D. The city council shall establish and may periodically adjust an impoundment fee schedule and a destruction fee by noncode ordinance.

E. No animal shall be released from the animal control shelter until all licensing, impoundment, vaccination and adoption fees are paid.

F. In addition to payment of the fees established in the city's fee and rate schedule, an owner whose animal is taken into protective custody and for which a finding of cruel or inhumane treatment is made must pay all reasonably incurred costs and expenses associated with taking the animal into protective custody before they may reclaim their animal. Such costs include, but are not limited to, the payment of veterinary costs, medication, and other extraordinary costs for care and maintenance of the animal. The owner must also agree to any written release order required under this chapter.

G. The animal control officer may reduce the time periods set forth in this section if, in the judgment and discretion of the animal control officer, the animal is too dangerous or aggressive to remain in shelter for the full time period or if there are documents proving the animal has been vaccinated for rabies against communicable disease as required by BMC 6.04.045. In such cases, the animal control officer shall document in writing the reasons for deviating from the standard time period.

6.04.080 Emergency animal control.

A. Whenever there exists a substantial problem of animals at large and this problem shall be of such nature as to exceed the ability of the animal control officer to safely and adequately deal with, the city council may declare an emergency animal control program into effect. In determining whether an emergency program shall be declared, the city council shall consider:

1. The number of citizen complaints;
2. The nature of citizen complaints;
3. The existence of reported ~~rabies cases or other contagious~~ communicable diseases carried by dogs;
4. The ability of the city animal control center to safely care for additional animals;
5. Other relevant factors.

B. If an emergency animal control program is declared, such emergency program shall be announced by posting notice in at least three (3) places within the city, by announcing such program at least once daily on local radio or television, and by noticing such program in a newspaper of local circulation at least once.

C. At the conclusion of seven (7) days after such announcement has first (1st) been noticed, the city council may order the destruction of animals at large by specified public safety personnel and/or the animal control officer. Such emergency control program shall be in effect for no more than thirty (30) days, and may be extended only by resolution of the council, after public hearing.

6.04.085 Immediate destruction.

Introduced by: Public Safety and
Transportation Commission
Introduction Date: July 14, 2026
Public Hearing: July 28, 2026
Action:
Vote:

A. If after diligent effort the animal control agent is unable to capture an animal at large, whether licensed or unlicensed, or if an animal in the care of animal control meets the definition of dangerous animal sufficient to place any person in reasonable apprehension of bodily injury, the animal control officer may immediately destroy the animal by any means reasonably necessary to protect the immediate health, safety, and welfare of the public. If such a destroyed animal is found to be licensed, the owner shall be promptly notified.

B. Any person wishing to have their animal(s) destroyed by the animal control officer may do so upon payment of fees regulated in the BMC ordinance of fees and charges, accompanied by a waiver to relinquish said animal to the city of Bethel and Bethel police department.

C. Upon delivery of an animal to the animal control shelter when no additional facilities exist for the confining of more animals, the animal control officer may destroy summarily whichever animal has been confined at the animal control shelter for the longest period of time for purposes of providing a place to confine the newly captured animals. Said summary destruction shall occur notwithstanding the provisions of BMC 6.04.070(A) otherwise allowing four (4) days for redemption.

D. Reasonable efforts to notify the owner(s) of a licensed animal will be made prior to destroying said animal.

6.04.090 Penalties.

A. A person who fails to comply with any portion of this chapter is guilty of an infraction and may be issued a citation. The penalty for these infractions is:

1. A fine of fifty dollars (\$50) for the first (1st) violation;
2. A fine of one hundred dollars (\$100) for the second (2nd) violation; or
3. A fine of two hundred dollars (\$200) for a third (3rd) or subsequent violation.

B. In accordance with AS 29.25.070(a), citations for these offenses may be disposed of as provided in AS 12.25.195 through 12.25.230 without a court appearance upon payment of the fine amounts plus the state surcharge required by AS 12.55.039 and

Introduced by: Public Safety and
Transportation Commission
Introduction Date: July 14, 2026
Public Hearing: July 28, 2026
Action:
Vote:

29.25.074. If a person charged with one (1) of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed above.

C. Each working day that an animal is kept in violation of a citation issued under this chapter shall constitute a separate violation.

D. The city may seek injunctive relief to enforce compliance with this chapter.

E. It is a violation of this chapter for any person or persons to open a vehicle being used to transport dogs or other animals to the animal control center or the doors of the animal control center with the intent of allowing impounded animals to escape. Such person or persons upon conviction shall be guilty of an infraction and may be issued a citation. The penalty for a violation of this section is a fine of no more than five hundred dollars (\$500) and may be disposed of as per subsection B of this section.

6.04.100 Dog park.

A. The city council may establish one (1) or more dog park(s).

B. All dogs in the dog park must be attended and securely restrained by means of a chain, harness, leash, or shall be under voice control.

C. Any dogs unattended, unrestrained, or not under voice control are subject to impoundment as specified under BMC 6.04.030 and the owner subject to penalties as specified under BMC 6.04.090.

6.04.110 Volunteer animal control officer.

A. The police department may authorize volunteer animal control officers.

B. Such volunteer animal control officers will be under direction of the chief of police and/or designee.

C. Volunteer animal control officers are empowered to capture loose, aggressive, or nuisance animals, issue citations for violations under this chapter, work in the animal control shelter, and other duties normally associated with animal control.

Introduced by: Public Safety and
Transportation Commission
Introduction Date: July 14, 2026
Public Hearing: July 28, 2026
Action:
Vote:

Chapter 6.08 DISEASE CONTROL

Sections:

6.08.020 Parvovirus.

A. It is unlawful for any person owning a dog to import such dog into the city if the dog has not been vaccinated with feline distemper, dog strain or mink strain parvovirus within seven (7) days of entry into the city. Proof of vaccination must be shown to carrier.

B. It is unlawful for any person to take a dog outside the city limits and return the animal without proof of vaccination of such dog with feline distemper, dog strain or mink strain parvovirus vaccine.

C. It is unlawful for any person engaged in interstate or intrastate commerce to transport any dog into the city without obtaining proof, prior to transport, that the dog has been vaccinated with feline distemper, dog strain or mink strain parvovirus vaccine within seven (7) days prior to transport.

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

**ENACTED THIS __ DAY OF __ 2026, BY A VOTE OF _ IN FAVOR AND
_ OPPOSED.**

ATTEST:

Rose Henderson, Mayor

Kevin Morgan, City Clerk

Suggested Amendment from the Clerk's Office for Ordinance 26-11

Since BMC 6.04.045 is broadening its terminology to include communicable diseases, the Clerk's Office recommends the council strike out chapter 6.08 Disease Control and amend BMC 6.04.045 to include those provisions:

Chapter 6.08 DISEASE CONTROL

Sections:

~~6.08.020 — Parvovirus.~~

~~A. It is unlawful for any person owning a dog to import such dog into the city if the dog has not been vaccinated with feline distemper, dog strain or mink strain parvovirus within seven (7) days of entry into the city. Proof of vaccination must be shown to carrier.~~

~~B. It is unlawful for any person to take a dog outside the city limits and return the animal without proof of vaccination of such dog with feline distemper, dog strain or mink strain parvovirus vaccine.~~

~~C. It is unlawful for any person engaged in interstate or intrastate commerce to transport any dog into the city without obtaining proof, prior to transport, that the dog has been vaccinated with feline distemper, dog strain or mink strain parvovirus vaccine within seven (7) days prior to transport.~~

6.04.045 Vaccination against rabies communicable disease.

- A. All dogs and cats shall be vaccinated against communicable disease by the ages indicated by the American Veterinary Medical Association. rabies from age three (3) months on.
- B. It is unlawful for any person owning a dog to import such dog into the city if the dog has not been vaccinated with feline distemper, dog strain or mink strain parvovirus within seven (7) days of entry into the city. Proof of vaccination must be shown to carrier.
- C. It is unlawful for any person to take a dog outside the city limits and return the animal without proof of vaccination of such dog with feline distemper, dog strain or mink strain parvovirus vaccine.
- D. . It is unlawful for any person engaged in interstate or intrastate commerce to transport any dog into the city without obtaining proof, prior to transport, that the dog has been vaccinated with feline distemper, dog strain or mink strain parvovirus vaccine within seven (7) days prior to transport.

CITY OF BETHEL, ALASKA

Ordinance #26-12

AN ORDINANCE OF THE BETHEL CITY COUNCIL REPEALING AND REPLACING CHAPTER 4.16A OF THE BETHEL MUNICIPAL CODE, "ALASKA REMOTE SELLER SALES TAX CODE," TO ADOPT THE MARCH 31, 2026 AMENDMENTS TO THE ALASKA REMOTE SELLER UNIFORM SALES TAX CODE AND TO CONFORM THE CHAPTER TO THE CURRENT UNIFORM CODE

WHEREAS; the City of Bethel imposes a sales tax pursuant to the Bethel Municipal Code to provide revenues necessary for the operation of essential municipal services;

WHEREAS; the growth of remote commerce has significantly increased the volume of sales made by businesses that do not maintain a physical presence within the City but sell taxable goods and services to purchasers located in Bethel;

WHEREAS; the Alaska Remote Seller Sales Tax Commission was established through an intergovernmental agreement among Alaska municipalities to provide a uniform framework for the administration, collection, and remittance of local sales taxes by remote sellers;

WHEREAS, the City of Bethel is a participating member of the Alaska Remote Seller Sales Tax Commission and recognizes the benefits of maintaining consistency with the Commission's model code and administrative requirements;

WHEREAS, the Alaska Remote Seller Sales Tax Commission has made updates to its governing provisions and model code to improve the administration of remote seller sales tax, clarify requirements for sellers and marketplaces, and ensure continued uniformity among participating municipalities;

WHEREAS, by Ordinance 20-06 the City originally adopted the Alaska Remote Seller Uniform Sales Tax Code (the "Uniform Code") as Chapter 4.16A BMC, providing for the collection and remittance of sales tax on remote sales delivered into the City;

WHEREAS, on March 31, 2026, the Commission made some changes to the Uniform Code addressing accommodations, the taxation of marketplace sales and rentals, the point of delivery for accommodations, and other related definitions;

WHEREAS, the Agreement requires that member jurisdictions opting in to collect sales tax from marketplace facilitators must adopt the amendments to the Uniform Code in order to maintain statewide uniformity in the administration, collection, and remittance of sales tax on remote sales;

WHEREAS, the Uniform Code has been further amended since the City's original adoption in 2020, including removal of the "200-transaction" threshold criterion, revision of the assessment and record retention periods, and the addition of provisions governing bundled transactions, and remote reseller certificates of exemption;

WHEREAS, maintaining consistency between the Bethel Municipal Code and the Alaska Remote Seller Sales Tax Commission's current provisions promotes efficient tax administration, reduces compliance burdens for remote sellers and marketplace facilitators, minimizes legal ambiguity, and supports voluntary compliance;

WHEREAS, repealing and re-enacting Chapter 4.16A BMC in its entirety, while preserving the City's local provisions, is the clearest and most efficient means of conforming the chapter to the Uniform Code as amended;

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

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

Section 2. Amendment Repeal and Replace: Bethel Municipal Code 4.16A Alaska Remote Sales Tax Code, is hereby repealed in its entirety and replaced. New language is underlined, and old language is stricken.

Chapter 4.16A

~~ALASKA REMOTE SELLER SALES TAX CODE~~

Sections:

~~4.16A.010 Interpretation.~~

~~4.16A.020 Title to collected sales tax.~~

~~4.16A.030 Imposition Rate.~~

~~4.16A.040 Obligation to collect tax Threshold criteria.~~

~~4.16A.050 — No retroactive application.~~

~~4.16A.060 — Payment and collection.~~

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~~4.16A.150 — Audit protest.~~

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~~4.16A.170 — Repayment plans.~~

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~~4.16A.200 — Use of information on tax returns.~~

~~4.16A.210 — Violations.~~

~~4.16A.220 — Penalties for violations.~~

~~4.16A.230 — Sellers with a physical presence in the taxing jurisdiction.~~

~~4.16A.240 — Remittance of tax — Remote seller held harmless.~~

~~4.16A.250 — Definitions.~~

~~4.16A.010 — Interpretation.~~

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

~~B. The application of the tax levied under this code shall be broadly construed and shall
favor inclusion rather than exclusion.~~

~~C. Exemptions from the tax levied under this code or from the taxing jurisdiction shall be narrowly construed against the claimant and allowed only when such exemption clearly falls within an exemption defined in this code or the taxing jurisdiction's code.~~

~~D. The scope of this code shall apply to remote sellers or marketplace facilitators, delivering products or services to member municipalities adopting this code, within the state of Alaska.~~

~~4.16A.020 — Title to collected sales tax.~~

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

~~4.16A.030 — Imposition — Rate.~~

~~A. To the fullest extent permitted by law, a sales tax is levied and assessed on all remote sales where delivery is made within the local taxing jurisdiction(s) that is a member, within the state of Alaska.~~

~~B. The applicable tax shall be added to the sales price.~~

~~C. The tax rate added to the sales price shall be the tax rate for the taxing jurisdiction(s) where the property or product is sold, or service that was rendered is received, and based on the date the property or product was sold or the date the service rendered was received.~~

~~D. An address and tax rate database will be made available to remote sellers and marketplace facilitators, indicating the appropriate tax rate to be applied.~~

~~E. The tax assessed shall be consistent with relevant jurisdictional tax caps, single unit sales, and exemptions.~~

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~~F. When a sale is made on an installment basis, the applicable sales tax shall be collected at each payment, calculated at the sales tax rate in effect, and with the cap applied, at the time of the original sale or the date the service is rendered, based on the local jurisdictions' code(s).~~

~~G. When a sales transaction involves placement of a single order with multiple deliveries made at different points in time that are separately invoiced, the applicable sales tax shall be collected on each separately invoiced delivery, calculated at the sales tax rate in effect, and with the cap applied, at the time of the original sale or the date the service is rendered.~~

~~**4.16A.040—Obligation to collect tax—Threshold criteria.**~~

~~A. Any remote seller or marketplace facilitator must collect and remit sales tax in compliance with all applicable procedures and requirements of law, provided the remote seller or marketplace facilitator has met one (1) of the following threshold criteria ("threshold criteria") in the previous calendar year:~~

~~1. The remote seller's statewide gross sales, including the seller's marketplace facilitator's statewide gross sales, from the sale(s) of property, products or services delivered into the state meets or exceeds one hundred thousand dollars (\$100,000);
or~~

~~2. The remote seller, including the seller's marketplace facilitator, sold property, products, or services delivered into the state in two hundred (200) or more separate transactions.~~

~~B. For purposes of determining whether the threshold criteria are met, remote sellers or marketplace facilitators shall include all gross sales, from all sales of goods, property, products, or services rendered within the state of Alaska.~~

~~**4.16A.050—No retroactive application.**~~

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

~~4.16A.060—Payment and collection.~~

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

~~4.16A.070—Remote seller and marketplace facilitator registration requirement.~~

~~A. If a remote seller's gross statewide sales within the last calendar year meet or exceed the threshold criteria, the remote seller shall register with the Commission. If a marketplace facilitator's gross statewide sales within the last calendar year meet or exceed the threshold criteria, the marketplace facilitator shall register with the Commission.~~

~~B. A remote seller or marketplace facilitator meeting the threshold criteria shall apply for a certificate of sales tax registration within thirty (30) calendar days of the effective date of this code or within thirty (30) calendar days of meeting the threshold criteria, whichever occurs second. Registration shall be to the Commission on forms prescribed by the Commission.~~

~~C. An extension may be applied for and granted based on criteria established by the Commission, based on evidence produced to describe time necessary to update software or other technical needs, not to exceed ninety (90) days.~~

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181 ~~D. Upon receipt of a properly executed application, the Commission shall confirm~~
182 ~~registration, stating the legal name of the remote seller or marketplace facilitator, the~~
183 ~~primary address, and the primary sales tax contact name and corresponding title. The~~
184 ~~failure of the Commission to confirm registration does not relieve the remote seller or~~
185 ~~marketplace facilitator of its duty to collect and remit sales tax. Each business entity~~
186 ~~shall have a sales tax registration under the advertised name.~~

187 ~~E. The sales tax certificate is nonassignable and nontransferable.~~

188 **~~4.16A.080 — Tax filing schedule.~~**

189 ~~A. All remote sellers or marketplace facilitators subject to this code shall file a return on~~
190 ~~a form or in a format prescribed by the Commission and shall pay the tax due.~~

191 ~~B. Filings of sales tax returns are due monthly; quarterly filing is optional upon~~
192 ~~application and approval by the Commission, consistent with the code of the local~~
193 ~~jurisdiction.~~

194 ~~C. A remote seller or marketplace facilitator who has filed a sales tax return will be~~
195 ~~presumed to be making sales in successive periods unless the remote seller or~~
196 ~~marketplace facilitator files a return showing a termination or sale of the business in~~
197 ~~accordance with this code.~~

198 ~~D. The completed and executed return, together with the remittance in full for the tax~~
199 ~~due, shall be transmitted to and must be received by the Commission on or before~~
200 ~~midnight Alaska Standard Time on the due date. Monthly returns are due the last day of~~
201 ~~the immediate subsequent month. Quarterly returns are due as follows:~~

Quarter 1 (January— April 30
March)

Quarter 2 (April— June) July 31

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Quarter 3 (July— October 31
September)

Quarter 4 (October— January 31
December)

202 ~~E.— If the last day of the month following the end of the filing period falls on a Saturday,~~
203 ~~Sunday, federal holiday or Alaska state holiday, the due date will be extended until the~~
204 ~~next business day immediately following.~~

205 ~~F.— Any remote seller or marketplace facilitator holding a remote seller registration shall~~
206 ~~file a sales tax return even though no tax may be due. This return shall show why no tax~~
207 ~~is due. If the remote seller or marketplace facilitator intends to continue doing business~~
208 ~~a return shall be filed reflecting no sales and a confirmation of the intent to continue~~
209 ~~doing business and shall continue to do so each filing period until the entity ceases doing~~
210 ~~business or sells the business. If the remote seller or marketplace facilitator intends to~~
211 ~~cease doing business, a final return shall be filed along with a statement of business~~
212 ~~closure.~~

213 ~~G.— The remote seller or marketplace facilitator shall prepare the return and remit sales~~
214 ~~tax to the Commission on the same basis, cash or accrual, which the remote seller or~~
215 ~~marketplace facilitator uses in preparing its federal income tax return. The remote seller~~
216 ~~or marketplace facilitator shall sign the return, and transmit the return, with the amount~~
217 ~~of sales tax and any applicable penalty, interest or fees that it shows to be due, to the~~
218 ~~Commission.~~

219 ~~H.— Remote sellers and marketplace facilitators failing to comply with the provisions of~~
220 ~~this code shall, if required by the Commission and if quarterly filing has been chosen, file~~
221 ~~and transmit collected sales taxes more frequently until such time as they have~~
222 ~~demonstrated to the Commission that they are or will be able to comply with the~~
223 ~~provisions of this code. Six (6) consecutive on-time sales tax filings, with full remittance~~
224 ~~of the sales taxes collected, shall establish the presumption of compliance and return to~~
225 ~~quarterly filing.~~

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

~~**4.16A.090 — Estimated tax.**~~

~~A. In the event the Commission is unable to ascertain the tax due from a remote seller or marketplace facilitator by reason of the failure of the remote seller or marketplace facilitator to keep accurate books, allow inspection, or file a return, or by reason of the remote seller or marketplace facilitator filing a false or inaccurate return, the Commission may make an estimate of the tax due based on any evidence in their possession.~~

~~B. Sales taxes may also be estimated, based on any information available, whenever the Commission has reasonable cause to believe that any information on a sales tax return is not accurate.~~

~~C. A remote seller's or marketplace facilitator's tax liability under this code may be determined and assessed for a period of six (6) years after the date the return was filed or due to be filed with the Commission. No civil action for the collection of such tax may be commenced after the expiration of the six (6) year period except an action for taxes, penalties and interest due from those filing periods that are the subject of a written demand or assessment made within the six (6) year period, unless the remote seller or marketplace facilitator waives the protection of this section.~~

~~D. The Commission shall notify the remote seller or marketplace facilitator, in writing, that the Commission has estimated the amount of sales tax that is due from the remote~~

~~seller or marketplace facilitator. The Commission shall serve the notice on the remote seller or marketplace facilitator by delivering the notice to the remote seller's or marketplace facilitator's place of business, or by mailing the notice by certified mail, return receipt requested, to the remote seller's or marketplace facilitator's last known mailing address. A remote seller or marketplace facilitator who refuses the certified mail will be considered to have accepted the certified mail for purposes of service.~~

~~E. The Commission's estimate of the amount of sales tax that is due from a remote seller or marketplace facilitator shall become a final determination of the amount that is due unless the remote seller or marketplace facilitator, within thirty (30) calendar days after service of notice of the estimated tax:~~

~~1. Files a complete and accurate sales tax return for the delinquent periods supported by satisfactory records and accompanied by a full remittance of all taxes, interest, penalties, costs and other charges due; or~~

~~2. Files a written notice with the Commission appealing the estimated tax amount in accordance with the appeal procedures.~~

~~3. Arguments or reasons for failure to timely file a return and remit taxes collected shall not be considered a valid basis or grounds for granting an appeal. The basis and grounds for granting an appeal of an assessment are:~~

~~a. The identity of the remote seller or marketplace facilitator is in error;~~

~~b. The amount of the debt is erroneous due to a clerical error (and the nature and extent of the error is specified in the request for appeal); or~~

~~c. The remote seller or marketplace facilitator disputes the denial of exemption(s) for certain sales.~~

~~F. The amount of sales tax finally determined to be due under this section shall bear interest and penalty from the date that the sales tax originally was due, plus an additional civil penalty of fifty dollars (\$50) for each calendar month or partial month for which the amount of sales tax that is due has been determined.~~

~~4.16A.100—Returns—Filing contents.~~

~~A. Every remote seller or marketplace facilitator required by this chapter to collect sales tax shall file with the Commission upon forms furnished by the Commission a return setting forth the following information with totals rounded to the nearest dollar:~~

~~1. Gross sales;~~

~~2. The nontaxable portions separately stating the amount of sales revenue attributable to each class of exemption;~~

~~3. Computation of taxes to be remitted;~~

~~4. Calculated discount (if applicable) based on taxing jurisdiction's code; and~~

~~5. Such other information as may be required by the Commission.~~

~~B. Each tax return remitted by a remote seller or marketplace facilitator shall be signed (digital or otherwise) by a responsible individual who shall attest to the completeness and accuracy of the information on the tax return.~~

~~C. The Commission reserves the right to reject a filed return for failure to comply with the requirements of this code for up to three (3) months from the date of filing. The Commission shall give written notice to a remote seller or marketplace facilitator that a return has been rejected, including the reason for the rejection.~~

~~4.16A.110—Refunds.~~

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

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

306 C. ~~The taxing jurisdictions may allow a buyer to request a refund directly from the~~
307 ~~taxing jurisdiction.~~

308 **~~4.16A.120—Amended returns.~~**

309 A. ~~A remote seller or marketplace facilitator may file an amended sales tax return, with~~
310 ~~supporting documentation, and the Commission may accept the amended return, but~~
311 ~~only in the following circumstances:~~

312 1. ~~The amended return is filed within one (1) year of the original due date for the~~
313 ~~return; and~~

314 2. ~~The remote seller or marketplace facilitator provides a written justification for~~
315 ~~requesting approval of the amended return; and~~

316 3. ~~The remote seller or marketplace facilitator agrees to submit to an audit upon~~
317 ~~request of the Commission.~~

318 B. ~~The Commission shall notify the remote seller or marketplace facilitator in writing (by~~
319 ~~email or otherwise) whether the Commission accepts or rejects an amended return,~~
320 ~~including the reasons for any rejection.~~

321 C. ~~The Commission may adjust a return for a remote seller or marketplace facilitator if,~~
322 ~~after investigation, the Commission determines the figures included in the original~~
323 ~~returns are incorrect; and the Commission adjusts the return within two (2) years of the~~
324 ~~original due date for the return.~~

325 D. ~~A remote seller or marketplace facilitator may file a supplemental sales tax return,~~
326 ~~with supporting documentation, and the Commission may accept the supplemental~~
327 ~~return, but only in the following circumstances:~~

328 1. ~~The remote seller or marketplace facilitator provides a written justification for~~
329 ~~requesting approval of the supplemental return; and~~

330 2. ~~The remote seller or marketplace facilitator agrees to submit to an audit upon~~
331 ~~request of the Commission.~~

332 **~~4.16A.130 — Extension of time to file tax return.~~**

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

336 ~~A. For reasons beyond the remote seller's or marketplace facilitator's control, the~~
337 ~~remote seller or marketplace facilitator has been unable to maintain in a current~~
338 ~~condition the books and records that contain the information required to complete the~~
339 ~~return;~~

340 ~~B. Such extension is a dire necessity for bookkeeping reasons and would avert undue~~
341 ~~hardship upon the remote seller or marketplace facilitator;~~

342 ~~C. The remote seller or marketplace facilitator has a plan to cure the problem that~~
343 ~~caused the remote seller or marketplace facilitator to apply for an extension and the~~
344 ~~remote seller or marketplace facilitator agrees to proceed with diligence to cure the~~
345 ~~problem;~~

346 ~~D. At the time of the application, the remote seller or marketplace facilitator is not~~
347 ~~delinquent in filing any other sales tax return, in remitting sales tax to the Commission~~
348 ~~or otherwise in violation of this chapter;~~

349 ~~E. No such extension shall be made retroactively to cover existing delinquencies.~~

350 **~~4.16A.140 — Audits.~~**

351 ~~A. Any remote seller or marketplace facilitator who has registered with the Commission,~~
352 ~~who is required to collect and remit sales tax, or who is required to submit a sales tax~~
353 ~~return is subject to a discretionary sales tax audit at any time. The purpose of such an~~
354 ~~audit is to examine the business records of the remote seller or marketplace facilitator in~~
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355 ~~order to determine whether appropriate amounts of sales tax revenue have been~~
356 ~~collected by the remote seller or marketplace facilitator and remitted to the Commission.~~

357 ~~B. The Commission is not bound to accept a sales tax return as correct. The~~
358 ~~Commission may make an independent investigation of all retail sales or transactions~~
359 ~~conducted within the state or taxing jurisdiction.~~

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

365 ~~D. In addition to the information required on returns, the Commission may request,~~
366 ~~and the remote seller or marketplace facilitator must furnish, any reasonable information~~
367 ~~deemed necessary for a correct computation of the tax.~~

368 ~~E. The Commission may adjust a return for a remote seller or marketplace facilitator if,~~
369 ~~after investigation or audit, the Commission determines that the figures included in the~~
370 ~~original return are incorrect, and that additional sales taxes are due; and the~~
371 ~~Commission adjusts the return within two (2) years of the original due date for the~~
372 ~~return.~~

373 ~~F. For the purpose of ascertaining the correctness of a return or the amount of taxes~~
374 ~~owed when a return has not been filed, the Commission may conduct investigations,~~
375 ~~hearings and audits and may examine any relevant books, papers, statements,~~
376 ~~memoranda, records, accounts or other writings of any remote seller or marketplace~~
377 ~~facilitator at any reasonable hour on the premises of the remote seller or marketplace~~
378 ~~facilitator and may require the attendance of any officer or employee of the remote~~
379 ~~seller or marketplace facilitator. Upon written demand by the Commission, the remote~~
380 ~~seller or marketplace facilitator shall present for examination, in the office of the~~
381 ~~Commission, such books, papers, statements, memoranda, records, accounts and other~~
382 ~~written material as may be set out in the demand unless the Commission and the person~~

~~upon whom the demand is made agree to presentation of such materials at a different place.~~

~~G. The Commission may issue subpoenas to compel attendance or to require production of relevant books, papers, records or memoranda. If any remote seller or marketplace facilitator refuses to obey any such subpoena, the Commissioner may refer the matter to the Commission's attorney for an application to the Superior Court for an order requiring the remote seller or marketplace facilitator to comply therewith.~~

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

~~I. After the completion of a sales tax audit, the results of the audit will be sent to the business owner's address of record.~~

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

~~4.16A.150 — Audit protest.~~

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

1. ~~The remote seller's or marketplace facilitator's justification for reducing or increasing the estimated tax amount, including any missing sales tax returns for the periods estimated; or~~

2. ~~The remote seller's or marketplace facilitator's reasons for challenging the examination or audit results.~~

B. ~~In processing the protest, the Commission may hold an informal meeting or hearing with the remote seller or marketplace facilitator, either on its own or upon request of the remote seller or marketplace facilitator, and may also require that the remote seller or marketplace facilitator submit to an audit, if one was not previously conducted, or a more formal audit, if an estimation audit was previously performed.~~

C. ~~The Commission shall make a final written determination on the remote seller's or marketplace facilitator's protest and mail a copy of the determination to the remote seller or marketplace facilitator.~~

D. ~~If a written protest is not filed within thirty (30) days of the date of the notice of estimated tax or the result of a review, audit or examination, then the estimated tax, review, audit or examination result shall be final, due and payable to the Commission.~~

~~4.16A.160 — Penalties and interest for late filing.~~

A. ~~A late filing fee of twenty-five dollars (\$25) per month (or quarter) shall be added to all late filed sales tax reports in addition to interest and penalties.~~

B. ~~Delinquent sales tax bears interest at the rate of fifteen (15) percent per annum until paid.~~

C. ~~In addition, delinquent sales tax shall be subject to an additional penalty of five (5) percent per month, or fraction thereof, until a total of twenty (20) percent of delinquent tax has been reached. The penalty does not bear interest.~~

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~~D. Fees, penalties and interest shall be assessed and collected in the same manner as the tax is assessed and collected, and applied first to fees, penalties and interest, second to past due sales tax.~~

~~E. The filing of an incomplete return, or the failure to remit all tax, shall be treated as the filing of no return.~~

~~F. A penalty assessed under this section for the delinquent remittance of sales tax or failure to file a sales tax return may be waived by the Commission, upon written application of the remote seller or marketplace facilitator accompanied by a payment of all delinquent sales tax, interest and penalty otherwise owed by the remote seller or marketplace facilitator, within forty five (45) calendar days after the date of delinquency. A remote seller or marketplace facilitator may not be granted more than one (1) waiver of penalty under this subsection in any one (1) calendar year. The Commission shall report such waivers of penalty to the taxing jurisdiction, in writing.~~

~~4.16A.170~~—Repayment plans.

~~A. The Commission may agree to enter into a repayment plan with a delinquent remote seller or marketplace facilitator. No repayment plan shall be valid unless agreed to by both parties in writing.~~

~~B. A remote seller or marketplace facilitator shall not be eligible to enter into a repayment plan with the Commission if the remote seller or marketplace facilitator has defaulted on a repayment plan in the previous two (2) calendar years.~~

~~C. The repayment plan shall include a secured promissory note that substantially complies with the following terms:~~

~~1. The remote seller or marketplace facilitator agrees to pay a minimum of ten (10) percent down payment on the tax, interest and penalty amount due. The down payment shall be applied first to penalty, then to accumulated interest, and then to the tax owed.~~

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

3. ~~Interest at a rate of fifteen (15) percent per annum shall accrue on the principal sum due. Interest shall not apply to penalties owed or to interest accrued at the time the repayment plan is executed or accruing during the term of the repayment plan.~~

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

5. ~~The remote seller or marketplace facilitator agrees to pay all future tax bills in accordance with the provisions of this chapter.~~

6. ~~The remote seller or marketplace facilitator agrees to provide a security interest in the form of a sales tax lien for the entire unpaid balance of the promissory note to be recorded by the Commission at the time the repayment plan is signed. The remote seller or marketplace facilitator shall be responsible for the cost of recording the tax lien.~~

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

~~4.16A.180 — Remote seller or marketplace facilitator record retention.~~

~~Remote sellers or marketplace facilitators shall keep and preserve suitable records of all sales made and such other books or accounts as may be necessary to determine the amount of tax which the remote seller or marketplace facilitator is obliged to collect. Remote sellers or marketplace facilitators shall preserve suitable records of sales for a~~

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

~~4.16A.190~~ — Cessation or transfer of business.

A. ~~A remote seller or marketplace facilitator who sells, leases, conveys, forfeits, transfers or assigns the majority of their business interest, including a creditor or secured party, shall make a final sales tax return within thirty (30) days after the date of such conveyance.~~

B. ~~At least ten (10) business days before any such sale is completed, the remote seller or marketplace facilitator shall send to the Commission, by approved communication (email confirmation, certified first class mail, postage prepaid) a notice that the remote seller's or marketplace facilitator's interest is to be conveyed and shall include the name, address and telephone number of the person or entity to whom the interest is to be conveyed.~~

C. ~~Upon notice of sale and disclosure of buyer, the Commission shall be authorized to disclose the status of the remote seller's or marketplace facilitator's sales tax account to the named buyer or assignee.~~

D. ~~Upon receipt of notice of a sale or transfer, the Commission shall send the transferee a copy of this code with this section highlighted.~~

E. ~~Neither the Commission's failure to give the notice nor the transferee's failure to receive the notice shall relieve the transferee of any obligations under this section.~~

F. ~~Following receipt of the notice, the Commission shall have sixty (60) days in which to perform a final sales tax audit and assess sales tax liability against the seller of the business. If the notice is not mailed at least ten (10) business days before the sale is completed, the Commission shall have twelve (12) months from the date of the~~

513 ~~completion of the sale or the Commission's knowledge of the completion of the sale~~
514 ~~within which to begin a final sales tax audit and assess sales tax liability against the~~
515 ~~seller of the business. The Commission may also initiate an estimated assessment if the~~
516 ~~requirements for such an assessment exist.~~

517 ~~G. A person acquiring any interest of a remote seller or marketplace facilitator in a~~
518 ~~business required to collect the tax under this chapter assumes the liability of the remote~~
519 ~~seller or marketplace facilitator for all taxes due the Commission, whether current or~~
520 ~~delinquent, whether known to the Commission or discovered later, and for all interest,~~
521 ~~penalties, costs and charges on such taxes.~~

522 ~~H. Before the effective date of the transfer, the transferee of a business shall obtain~~
523 ~~from the Commission an estimate of the delinquent sales tax, penalty and interest, if~~
524 ~~any, owed by the remote seller or marketplace facilitator as of the date of the transfer,~~
525 ~~and shall withhold that amount from the consideration payable for the transfer, until the~~
526 ~~remote seller or marketplace facilitator has produced a receipt from the Commission~~
527 ~~showing that all tax obligations imposed by this chapter have been paid. A transferee~~
528 ~~that fails to withhold the amount required under this subsection shall be liable to the~~
529 ~~Commission and taxing jurisdiction for the lesser of the amount of delinquent sales tax,~~
530 ~~penalty and interest due from the remote seller or marketplace facilitator as of the date~~
531 ~~of transfer, and the amount that the transferee was required to withhold.~~

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

533 ~~1. A change in voting control, or in more than fifty (50) percent of the ownership~~
534 ~~interest in a remote seller or marketplace facilitator that is a corporation, limited~~
535 ~~liability company or partnership; or~~

536 ~~2. A sale of all or substantially all the assets used in the business of the remote~~
537 ~~seller or marketplace facilitator; or~~

538 ~~3. The initiation of a lease, management agreement or other arrangement under~~
539 ~~which another person becomes entitled to the remote seller's or marketplace~~
540 ~~facilitator's gross receipts from sales, rentals or services.~~

J. ~~Subsection H of this section shall not apply to any person who acquires their ownership interest in the ongoing business as a result of the foreclosure of a lien that has priority over the Commission's sales tax lien.~~

K. ~~Upon termination, dissolution or abandonment of a corporate business, any officer having control or supervision of sales tax funds collected, or who is charged with responsibility for the filing of returns or the payment of sales tax funds collected, shall be personally liable for any unpaid taxes, interest, administrative costs and penalties on those taxes if such officer willfully fails to pay or cause to be paid any taxes due from the corporation. In addition, regardless of willfulness, each director of the corporation shall be jointly and severally liable for unpaid amounts. The officer shall be liable only for taxes collected which became due during the period they had the control, supervision, responsibility or duty to act for the corporation. This section does not relieve the corporation of other tax liabilities or otherwise impair other tax collection remedies afforded by law.~~

L. ~~A remote seller or marketplace facilitator who terminates the business without the benefit of a purchaser, successor or assign shall make a final tax return and settlement of tax obligations within thirty (30) days after such termination. If a final return and settlement are not received within thirty (30) days of the termination, the remote seller or marketplace facilitator shall pay a penalty of one hundred dollars (\$100), plus an additional penalty of twenty five dollars (\$25) for each additional thirty (30-) day period, or part of such a period, during which the final return and settlement have not been made, for a maximum of six (6) additional periods.~~

~~4.16A.200~~ — **Use of information on tax returns.**

A. ~~Except as otherwise provided in this chapter, all returns, reports and information required to be filed with the Commission under this code, and all information contained therein, shall be kept confidential and shall be subject to inspection only by:~~

- ~~1. Employees and agents of the Commission and taxing jurisdiction whose job responsibilities are directly related to such returns, reports and information;~~

- 569 ~~2. The person supplying such returns, reports and information; and~~
- 570 ~~3. Persons authorized in writing by the person supplying such returns, reports and~~
- 571 ~~information.~~
- 572 ~~B. The Commission will release information described in subsection [A](#) of this section~~
- 573 ~~pursuant to subpoena, order of a court or administrative agency of competent~~
- 574 ~~jurisdiction, and where otherwise required by law to do so.~~
- 575 ~~C. Notwithstanding subsection [A](#) of this section, the following information is available~~
- 576 ~~for public inspection:~~
- 577 ~~1. The name and address of sellers;~~
- 578 ~~2. Whether a business is registered to collect taxes under this chapter;~~
- 579 ~~3. The name and address of businesses that are sixty (60) days or more delinquent~~
- 580 ~~in filing returns or in remitting sales tax, or both filing returns and remitting sales~~
- 581 ~~tax; and, if so delinquent, the amount of estimated sales tax due, and the number of~~
- 582 ~~returns not filed.~~
- 583 ~~D. The Commission may provide the public statistical information related to sales tax~~
- 584 ~~collections; provided, that no information identifiable to a particular remote seller or~~
- 585 ~~marketplace facilitator is disclosed.~~
- 586 ~~E. Nothing contained in this section shall be construed to prohibit the delivery to a~~
- 587 ~~person, or their duly authorized representative, of a copy of any return or report filed by~~
- 588 ~~them, nor to prohibit the publication of statistics so classified as to prevent the~~
- 589 ~~identification of particular buyers, remote sellers, or marketplace facilitators, nor to~~
- 590 ~~prohibit the furnishing of information on a reciprocal basis to other agencies or political~~
- 591 ~~subdivisions of the state or the United States concerned with the enforcement of tax~~
- 592 ~~laws.~~
- 593 ~~F. Nothing contained in this section shall be construed to prohibit the disclosure~~
- 594 ~~through enforcement action proceedings or by public inspection or publication of the~~
- 595 ~~name, estimated balance due, and current status of payments, and filings of any remote~~

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596 ~~seller or marketplace facilitator or agent of any remote seller or marketplace facilitator~~
597 ~~required to collect sales taxes or file returns under this chapter, who fails to file any~~
598 ~~return and/or remit in full all sales taxes due within thirty (30) days after the required~~
599 ~~date for that business. Entry into any agreement whether pursuant to the provisions of~~
600 ~~this chapter or otherwise shall not act as any prohibition to disclosure of the records of~~
601 ~~that remote seller or marketplace facilitator as otherwise provided in this chapter.~~

602 ~~G.— A prospective lessee or purchaser of any business or business interest may inquire~~
603 ~~as to the obligation or tax status of any business upon presenting to the Commission a~~
604 ~~release of tax information request signed by the authorized agent of the business.~~

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

607 **~~4.16A.210—Violations.~~**

608 ~~A.— A remote seller or marketplace facilitator that fails to file a sales tax return or remit~~
609 ~~sales tax when due, in addition to any other liability imposed by this code, shall pay to~~
610 ~~the Commission all costs incurred by the Commission to determine the amount of the~~
611 ~~remote seller's or marketplace facilitator's liability or to collect the sales tax, including,~~
612 ~~without limitation, reviewing and auditing the remote seller's or marketplace facilitator's~~
613 ~~business records, collection agency fees, and actual reasonable attorney's fees.~~

614 ~~B.— A person who causes or permits a corporation of which the person is an officer or~~
615 ~~director, a limited liability company of which the person is a member or manager, or a~~
616 ~~partnership of which the person is a partner, to fail to collect sales tax or to remit sales~~
617 ~~tax to the Commission as required by this code shall be liable to the Commission for the~~
618 ~~amount that should have been collected or remitted, plus any applicable interest and~~
619 ~~penalty.~~

620 ~~C.— Notwithstanding any other provision of law, and whether or not the Commission~~
621 ~~initiates an audit or other tax collection procedure, the Commission may bring a~~
622 ~~declaratory judgment action against a remote seller or marketplace facilitator believed to~~

623 ~~meet the criteria to establish that the obligation to remit sales tax is applicable and valid~~
624 ~~under local, state and federal law. The action shall be brought in the judicial district of~~
625 ~~the taxing jurisdiction.~~

626 ~~D. The Commission may cause a sales tax lien to be filed and recorded against all real~~
627 ~~and personal property of a remote seller or marketplace facilitator where the remote~~
628 ~~seller or marketplace facilitator has:~~

629 ~~1. Failed to file sales tax returns for two (2) consecutive filing periods as required~~
630 ~~by the code; or~~

631 ~~2. Failed within sixty (60) days of the end of the filing period from which taxes~~
632 ~~were due to either (a) remit all amounts due or (b) to enter into a secured payment~~
633 ~~agreement as provided in this code.~~

634 ~~E. Prior to filing a sales tax lien, the Commission shall cause a written notice of intent~~
635 ~~to file to be mailed to the last known address of the delinquent remote seller or~~
636 ~~marketplace facilitator.~~

637 ~~F. In addition to other remedies discussed in this code, the Commission may bring a~~
638 ~~civil action to:~~

639 ~~1. Enjoin a violation of this code. On application for injunctive relief and a finding of~~
640 ~~a violation or threatened violation, the Superior Court shall enjoin the violation.~~

641 ~~2. Collect delinquent sales tax, penalty, interest and costs of collection, either~~
642 ~~before or after estimating the amount of sales tax due.~~

643 ~~3. Foreclose a recorded sales tax lien as provided by law.~~

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

646 **~~4.16A.220—Penalties for violations.~~**

647 ~~A. A buyer, remote seller, or marketplace facilitator who knowingly or negligently~~
648 ~~submits false information in a document filed with the Commission pursuant to this code~~
649 ~~is subject to a penalty of five hundred dollars (\$500).~~

650 ~~B. A remote seller or marketplace facilitator who knowingly or negligently falsifies or~~
651 ~~conceals information related to its business activities with the Commission or taxing~~
652 ~~jurisdiction is subject to a penalty of five hundred dollars (\$500).~~

653 ~~C. A person who knowingly or negligently provides false information when applying for~~
654 ~~a certificate of exemption is subject to a penalty of five hundred dollars (\$500).~~

655 ~~D. Any remote seller or marketplace facilitator who fails to file a return by the due date~~
656 ~~required under this chapter, regardless of whether any taxes were due for the reporting~~
657 ~~period for which the return was required, shall be subject to a penalty of twenty five~~
658 ~~dollars (\$25) for the first sales tax return not timely filed. The filing of an incomplete~~
659 ~~return shall be treated as the filing of no return.~~

660 ~~E. A remote seller or marketplace facilitator who fails or refuses to produce requested~~
661 ~~records or to allow inspection of their books and records shall pay to the Commission a~~
662 ~~penalty equal to three (3) times any deficiency found or estimated by the Commission~~
663 ~~with a minimum penalty of five hundred dollars (\$500).~~

664 ~~F. A remote seller or marketplace facilitator who falsifies or misrepresents any record~~
665 ~~filed with the Commission is guilty of an infraction and subject to a penalty of five~~
666 ~~hundred dollars (\$500) per record.~~

667 ~~G. Misuse of an exemption card is a violation and subject to a penalty of fifty dollars~~
668 ~~(\$50) per incident of misuse.~~

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

~~4.16A.230 — Sellers with a physical presence in the taxing jurisdiction.~~

~~A. Sellers with a physical presence in a taxing jurisdiction and no remote or internet-based sales shall report, remit, and comply with standards, including audit authority, of the taxing jurisdiction.~~

~~B. Sellers with a physical presence in a taxing jurisdiction that also have remote or internet-based sales where the point of delivery is in a different taxing jurisdiction shall:~~

~~1. Report and remit the remote or internet sales to the Commission; and~~

~~2. Report and remit the in-store sales to the taxing jurisdiction.~~

~~C. Sellers with a physical presence in a taxing jurisdiction that also have remote or internet-based sales where the point of delivery is in the same taxing jurisdiction shall report and remit those remote sales to the taxing jurisdiction.~~

~~D. Sellers and marketplace facilitators that do not have a physical presence in a taxing jurisdiction must report and remit all remote sales to the Commission.~~

~~E. For all purchases the tax rate added to the sales price shall be as provided in the taxing jurisdiction's sales tax code, based on point of delivery.~~

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

~~4.16A.240 — Remittance of tax — Remote seller held harmless.~~

~~A. Any remote seller or marketplace facilitator that collects and remits sales tax to the Commission as provided by law may use an electronic database of state addresses that is certified by the Commission pursuant to subsection C of this section to determine the jurisdictions to which tax is owed.~~

~~B.— Any remote seller or marketplace facilitator that uses the data contained in an electronic database certified by the Commission pursuant to subsection [C](#) of this section to determine the jurisdictions to which tax is owed shall be held harmless for any tax, charge, or fee liability to any taxing jurisdiction that otherwise would be due solely as a result of an error or omission in the database.~~

~~C.— Any electronic database provider may apply to the Commission to be certified for use by remote sellers or marketplace facilitators pursuant to this section. Such certification shall be valid for three (3) years. In order to be certified, an electronic database provider shall have a database that satisfies the following criteria:~~

~~1.— The database shall designate each address in the state, including, to the extent practicable, any multiple postal address applicable to one (1) location and the taxing jurisdictions that have the authority to impose a tax on purchases made by purchasers at each address in the state.~~

~~2.— The information contained in the electronic database shall be updated as necessary and maintained in an accurate condition. In order to keep the database accurate, the database provider shall provide a convenient method for taxing jurisdictions that may be affected by the use of the database to inform the provider of apparent errors in the database. The provider shall have a process in place to promptly correct any errors brought to the provider's attention.~~

~~4.16A.250—Definitions.~~

~~Adoption of definitions does not compel an individual municipality to exempt certain defined items. Each municipality should specifically adopt definitions necessary for consistency to implement both brick and mortar sales tax code and provisions related to remote sellers or marketplace facilitators. For definitions that have no applicability to brick and mortar sales tax code, municipality may choose either to include definitions in the definitions section of the general sales tax ordinance (BMC [4.16.010](#)) or adopt the common definitions by reference.~~

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

731 ~~"Aircraft charter service" means an air carrier operation that requires the customer to~~
732 ~~hire an entire aircraft rather than book passage in whatever capacity is available on a~~
733 ~~scheduled trip.~~

734 ~~"Alcoholic beverages" means beverages that are suitable for human consumption and~~
735 ~~contain one-half of one (1/2) percent or more of alcohol by volume.~~

736 ~~"Arts and crafts" mean articles produced individually by artistic or craft skill such as~~
737 ~~painting, sculpture, pottery, jewelry or similar articles.~~

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

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

750 ~~"Bank services" or "financial services" means deposit account services, loan transaction~~
751 ~~fees, transactions relating to the sale or exchange of currency or securities, transactions~~

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752 ~~for conversion of negotiable instruments, safe deposit services, escrow collection~~
753 ~~services, late fees, overdraft fees, and interest charged on past due accounts.~~

754 ~~"Boat" means a vessel used or capable of being used as a means of transportation on~~
755 ~~the water.~~

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

758 ~~"Child care" means a regular service of care and education provided for compensation~~
759 ~~for any part of a day less than twenty four (24) hours to a child or children under~~
760 ~~sixteen (16) years of age whose parents work outside the home, attend an educational~~
761 ~~program or are otherwise unable to care for their children.~~

762 ~~"Church" means a fellowship of believers, congregation, society, corporation, convention,~~
763 ~~or association that is formed primarily or exclusively for religious purposes and that is~~
764 ~~not formed for the private profit of any person.~~

765 ~~"Clothing and related products" means all human wearing apparel suitable for general~~
766 ~~use. Clothing includes: aprons, household and shop; athletic supporters; baby receiving~~
767 ~~blankets; bathing suits and caps; beach capes and coats; belts and suspenders; boots;~~
768 ~~coats and jackets; costumes; children and adult diapers, including disposable; ear muffs;~~
769 ~~footlets; formal wear; garters and garter belts; girdles; gloves and mittens for general~~
770 ~~use; hats and caps; hosiery; insoles for shoes; lab coats; neckties; overshoes;~~
771 ~~panty hose; rainwear; rubber pants; sandals; scarves; shoes and shoe laces; slippers;~~
772 ~~sneakers; socks and stockings; steel toed boots; underwear; uniforms, athletic and~~
773 ~~nonathletic; and wedding apparel.~~

774 ~~"Commercial airline tickets" means any card, pass, certificate, or paper, electronic or~~
775 ~~otherwise, providing or intending to provide for the carriage or transportation of any~~
776 ~~person or persons upon any airline.~~

777 ~~"Commission" means the Alaska Remote Sellers Sales Tax Commission established by~~
778 ~~agreement between local government taxing jurisdictions within Alaska and delegated~~
779 ~~tax collection authority.~~

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

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

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

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

~~"Disabled veteran" means a disabled person:~~

~~1. Separated from the military service of the United States under a condition that is not dishonorable who is a resident of the state, whose disability was incurred or aggravated in the line of duty in the military service of the United States, and whose disability has been rated as fifty (50) percent or more by the branch of service in which that person served or by the United States Department of Veterans Affairs; or~~

~~2. Who served in the Alaska Territorial Guard, who is a resident of the state, whose disability was incurred or aggravated in the line of duty while serving in the Alaska Territorial Guard, and whose disability has been rated as fifty (50) percent or more.~~

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

808 ~~1. Recognized in the official United States Pharmacopoeia, official Homeopathic~~
809 ~~Pharmacopoeia of the United States, or official National Formulary, and supplement~~
810 ~~to any of them; or~~

811 ~~2. Intended for use in the diagnosis, cure, mitigation, treatment, or prevention of~~
812 ~~disease; or~~

813 ~~3. Intended to affect the structure or any function of the body.~~

814 ~~"Drugs for animal use" means:~~

815 ~~1. A drug for animal use recognized in the official United States Pharmacopoeia or~~
816 ~~National Formulary of the United States;~~

817 ~~2. A drug intended for use in the diagnosis, cure, mitigation, treatment, or~~
818 ~~prevention of disease in animals;~~

819 ~~3. A drug, other than feed, medicated feed, or a growth promoting implant~~
820 ~~intended to affect the structure or function of the body of an animal; or~~

821 ~~4. A drug intended for use as a component of a drug in subsection (1), (2) or (3) of~~
822 ~~this definition.~~

823 ~~"Dues, membership and subscription" means monies paid for the purpose of~~
824 ~~membership, or qualifying or becoming eligible for goods or services, or discounts to~~
825 ~~goods or services.~~

826 ~~"Durable medical equipment" means equipment including repair and replacement parts~~
827 ~~for same, but does not include "mobility enhancing equipment," which:~~

828 ~~1. Can withstand repeated use; and~~

829 ~~2. Is primarily and customarily used to serve a medical purpose; and~~

830 ~~3. Generally is not useful to a person in the absence of illness or injury; and~~

831 ~~4. Is not worn in or on the body.~~

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832 ~~"Delivered electronically" means delivered to the purchaser by means other than tangible~~
833 ~~storage media.~~

834 ~~"Electronic" means relating to technology having electrical, digital, magnetic, wireless,~~
835 ~~optical, electromagnetic, or similar capabilities.~~

836 ~~"Entity-based exemption" means an exemption based on who purchases the product or~~
837 ~~who sells the product. An exemption that is available to all individuals shall not be~~
838 ~~considered an entity-based exemption.~~

839 ~~"Farming supplies" means animal food, seed, plants, fertilizers and other consumables~~
840 ~~used in an agriculture or mariculture business that sells its harvested grains, produce,~~
841 ~~meats, animal products or other farm production.~~

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

847 ~~"Food stamps" means obligations of the United States government issued or transferred~~
848 ~~by means of food coupons or food stamps to enable the purchase of food for the eligible~~
849 ~~household.~~

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

854 ~~"Gaming" means any game defined in AS [05.15.690](#), as amended or renumbered.~~

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

859 "Goods for resale" means:

860 1. ~~The sale of goods by a manufacturer, wholesaler or distributor to a retail vendor;~~
861 ~~sales to a wholesale or retail dealer who deals in the property sold, for the purpose~~
862 ~~of resale by the dealer.~~

863 2. ~~Sales of personal property as raw material to a person engaged in manufacturing~~
864 ~~components for sale, where the property sold is consumed in the manufacturing~~
865 ~~process of, or becomes an ingredient or component part of, a product manufactured~~
866 ~~for sale by the manufacturer.~~

867 3. ~~Sale of personal property as construction material to a licensed building~~
868 ~~contractor where the property sold becomes part of the permanent structure.~~

869 "Government" means ~~the federal government and any agency or instrumentality thereof;~~
870 ~~any state and any agency or instrumentality thereof; any local government within a~~
871 ~~state, and any unit, agency, or instrumentality of such local government; any tribal~~
872 ~~government; any other governmental instrumentality.~~

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

876 "Insurance" means ~~a contract whereby one undertakes to indemnify another or pay or~~
877 ~~provide a specified or determinable amount or benefit upon determinable contingencies.~~

878 "Internet service" means ~~a service that enables users to access proprietary and other~~
879 ~~content, information, electronic mail, and the internet as part of a package of services~~
880 ~~sold to end-user subscribers.~~

881 "Loan" means ~~an extension of credit resulting from direct or indirect negotiations~~
882 ~~between a lender and a debtor.~~

883 "Lobbying" means ~~the practice of promoting or opposing the introduction or enactment~~
884 ~~of legislation before the legislature or legislators and the practice of promoting or~~
885 ~~opposing official action of any public official or the legislature.~~

886 ~~"Long-term vehicle lease" means a lease of a motor vehicle, as defined in this section,~~
887 ~~for a period of twenty four (24) months or longer.~~

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

892 ~~"Marijuana accessories" means any equipment, products, or materials of any kind which~~
893 ~~are used, intended for use, or designed for use in planting, propagating, cultivating,~~
894 ~~growing, harvesting, composting, manufacturing, compounding, converting, producing,~~
895 ~~processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or~~
896 ~~containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into~~
897 ~~the human body.~~

898 ~~"Marketplace facilitator" means a person that contracts with remote sellers to facilitate~~
899 ~~for consideration, regardless of whether deducted as fees from the transaction, the sale~~
900 ~~of the remote seller's property or services through a physical or electronic marketplace~~
901 ~~operated by the person, and engages:~~

902 ~~1. Directly or indirectly, through one (1) or more affiliated persons in any of the~~
903 ~~following:~~

904 ~~a. Transmitting or otherwise communicating the offer or acceptance between~~
905 ~~the buyer and remote seller;~~

906 ~~b. Owning or operating the infrastructure, electronic or physical, or technology~~
907 ~~that brings buyers and remote sellers together;~~

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

910 ~~d. Software development or research and development activities related to any~~
911 ~~of the activities described in subsection (2) of this definition, if such activities are~~

912 ~~directly related to a physical or electronic marketplace operated by the person or~~
913 ~~an affiliated person; and~~

914 ~~2. In any of the following activities with respect to the seller's products:~~

915 ~~a. Payment processing services;~~

916 ~~b. Fulfillment or storage services;~~

917 ~~c. Listing products for sale;~~

918 ~~d. Setting prices;~~

919 ~~e. Branding sales as those of the marketplace facilitator;~~

920 ~~f. Order taking;~~

921 ~~g. Advertising or promotion; or~~

922 ~~h. Providing customer service or accepting or assisting with returns or~~
923 ~~exchanges.~~

924 ~~"Medical equipment and supplies, and prescriptions" means all medicines, medical goods~~
925 ~~or equipment prescribed by a health care provider licensed to practice in Alaska or any~~
926 ~~other state in the United States.~~

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

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935 ~~"Member" means a taxing jurisdiction that is a signatory of the Alaska Remote Sales Tax~~
936 ~~Intergovernmental Agreement, thereby members of the Commission, and who have~~
937 ~~adopted the Remote Seller Sales Tax Code.~~

938 ~~"Mobility enhancing equipment" means equipment including repair and replacement~~
939 ~~parts to same, but does not include "durable medical equipment," which:~~

940 ~~1. Is primarily and customarily used to provide or increase the ability to move from~~
941 ~~one (1) place to another and which is appropriate for use either in a home or a~~
942 ~~motor vehicle; and~~

943 ~~2. Is not generally used by persons with normal mobility; and~~

944 ~~3. Does not include any motor vehicle or equipment on a motor vehicle normally~~
945 ~~provided by a motor vehicle manufacturer.~~

946 ~~"Monthly" means occurring once per calendar month.~~

947 ~~"Motor vehicle" means a motor vehicle, as defined in AS [28.90.990\(17\)](#), that is either~~
948 ~~required to be registered under AS [28.10.011](#), or is exempted from registration under AS~~
949 ~~[28.10.011\(6\)](#) and [\(11\)](#). However, "motor vehicle" does not include either an "off-~~
950 ~~highway vehicle" as defined in [13 AAC 40.010\(a\)\(30\)](#) or a "snowmobile" as defined in [13](#)~~
951 ~~AAC [40.010\(a\)\(49\)](#). "Motor vehicle" includes parts for a motor vehicle.~~

952 ~~"Newspaper" means a publication of general circulation bearing a title, issued regularly~~
953 ~~at stated intervals at a minimum of not more than two (2) weeks, and formed of printed~~
954 ~~paper sheets without substantial binding. It must be of general interest, containing~~
955 ~~information of current events. The word does not include publications devoted solely to~~
956 ~~a specialized field. It shall include school newspapers, regardless of the frequency of the~~
957 ~~publication, where such newspapers are distributed regularly to a paid subscription list.~~

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

962 ~~"Over the counter drug" means a drug that contains a label that identifies the product as~~
963 ~~a drug as required by 21 C.F.R. § 201.66. The "over the counter drug" label includes:~~

964 ~~1. A "Drug Facts" panel; or~~

965 ~~2. A statement of the "active ingredient(s)" with a list of those ingredients~~
966 ~~contained in the compound, substance or preparation.~~

967 ~~"Periodical" means any bound publication other than a newspaper that appears at stated~~
968 ~~intervals, each issue of which contains news or information of general interest to the~~
969 ~~public, or to some particular organization or group of persons. Each issue must bear a~~
970 ~~relationship to prior or subsequent issues with respect to continuity of literary character~~
971 ~~or similarity of subject matter, and sufficiently similar in style and format to make it~~
972 ~~evident that it is one (1) of a series.~~

973 ~~"Person" means an individual, trust, estate, fiduciary, partnership, limited liability~~
974 ~~company, limited liability partnership, corporation, or any other legal entity.~~

975 ~~"Physical presence" means a seller who establishes any one (1) or more of the following~~
976 ~~within a local taxing jurisdiction:~~

977 ~~1. Has any office, distribution or sales house, warehouse, storefront, or any other~~
978 ~~place of business within the boundaries of the local taxing jurisdiction;~~

979 ~~2. Solicits business or receives orders through any employee, agent, salesman, or~~
980 ~~other representative within the boundaries of the local taxing jurisdiction or engages~~
981 ~~in activities in this state that are significantly associated with the seller's ability to~~
982 ~~establish or maintain a market for its products in this state;~~

983 ~~3. Provides services or holds inventory within the boundaries of the local taxing~~
984 ~~jurisdiction;~~

985 ~~4. Rents or leases property located within the boundaries of the local taxing~~
986 ~~jurisdiction. A seller that establishes a physical presence within the local taxing~~
987 ~~jurisdiction in any calendar year will be deemed to have a physical presence within~~
988 ~~the local taxing jurisdiction for the following calendar year.~~

989 ~~"Point of delivery" means the location at which property or a product is delivered or~~
990 ~~service rendered.~~

991 ~~1. When the product is not received or paid for by the purchaser at a business~~
992 ~~location of a remote seller in a taxing jurisdiction, the sale is considered delivered to~~
993 ~~the location where receipt by the purchaser (or the purchaser's recipient, designated~~
994 ~~as such by the purchaser) occurs, including the location indicated by instructions for~~
995 ~~delivery as supplied by the purchaser (or recipient) and as known to the seller.~~

996 ~~2. When the product is received or paid for by a purchaser who is physically~~
997 ~~present at a business location of a remote seller in a taxing jurisdiction the sale is~~
998 ~~considered to have been made in the taxing jurisdiction where the purchaser is~~
999 ~~present even if delivery of the product takes place in another taxing jurisdiction.~~
1000 ~~Such sales are reported and tax remitted directly to the taxing jurisdiction, not to the~~
1001 ~~Commission.~~

1002 ~~3. For products transferred electronically, or other sales where the remote seller or~~
1003 ~~marketplace facilitator lacks a delivery address for the purchaser, the remote seller~~
1004 ~~or marketplace facilitator shall consider the point of delivery of the sale to be the~~
1005 ~~billing address of the buyer.~~

1006 ~~"Precious gems and metals" means any mineral, including but not limited to gold, silver,~~
1007 ~~platinum and palladium, and any gem that is valued for its character, rarity, beauty or~~
1008 ~~quality, including diamonds, rubies, emeralds, sapphire, opals, pearls or any other such~~
1009 ~~precious gems or stones that has been put through a process of refining and is in such a~~
1010 ~~state or condition that its value depends upon its precious metal content (such as an~~
1011 ~~ingot or bar) and not its form (such as jewelry or artwork).~~

1012 ~~"Prepared food" means:~~

1013 ~~1. Food sold in a heated state or heated by the seller;~~

1014 ~~2. Two (2) or more food ingredients mixed or combined by the seller for sale as a~~
1015 ~~single item; or~~

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1016 ~~3.—Food sold with eating utensils provided by the seller, including plates, knives,~~
1017 ~~forks, spoons, glasses, cups, napkins, or straws. A plate does not include a container~~
1018 ~~or packaging used to transport the food.~~

1019 ~~“Prepared food” in subsection (2) of this definition does not include food that is only cut,~~
1020 ~~repackaged, or pasteurized by the seller, and eggs, fish, meat, poultry, and foods~~
1021 ~~containing these raw animal foods requiring cooking by the consumer as recommended~~
1022 ~~by the Food and Drug Administration in Chapter 3, Part 401.11 of its Food Code so as to~~
1023 ~~prevent foodborne illnesses.~~

1024 ~~“Prewritten computer software” means “computer software,” including prewritten~~
1025 ~~upgrades, which is not designed and developed by the author or other creator to the~~
1026 ~~specifications of a specific purchaser. The combining of two (2) or more “prewritten~~
1027 ~~computer software” programs or prewritten portions thereof does not cause the~~
1028 ~~combination to be other than “prewritten computer software.” “Prewritten computer~~
1029 ~~software” includes software designed and developed by the author or other creator to~~
1030 ~~the specifications of a specific purchaser when it is sold to a person other than the~~
1031 ~~specific purchaser. Where a person modifies or enhances “computer software” of which~~
1032 ~~the person is not the author or creator, the person shall be deemed to be the author or~~
1033 ~~creator only of such person’s modifications or enhancements. “Prewritten computer~~
1034 ~~software” or a prewritten portion thereof that is modified or enhanced to any degree,~~
1035 ~~where such modification or enhancement is designed and developed to the specifications~~
1036 ~~of a specific purchaser, remains “prewritten computer software”; provided, however,~~
1037 ~~that where there is a reasonable, separately stated charge or an invoice or other~~
1038 ~~statement of the price given to the purchaser for such modification or enhancement,~~
1039 ~~such modification or enhancement shall not constitute “prewritten computer software.”~~

1040 ~~“Printing services” means those activities relating to the work of the printing, publishing~~
1041 ~~or graphic arts industries and shall include any mechanical process whereby ink is~~
1042 ~~transferred to paper or other materials.~~

1043 ~~“Product-based exemptions” means an exemption based on the description of the~~
1044 ~~product and not based on who purchases the product or how the purchaser intends to~~
1045 ~~use the product.~~

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1046 ~~"Professional services" means services performed by architects, attorneys at law,~~
1047 ~~certified public accountants, dentists, engineers, land surveyors, surgeons, veterinarians,~~
1048 ~~and practitioners of the healing arts (the arts and sciences dealing with the prevention,~~
1049 ~~diagnosis, treatment and cure or alleviation of human physical or mental ailments,~~
1050 ~~conditions, diseases, pain or infirmities) and such occupations that require a professional~~
1051 ~~license under the Alaska Statutes.~~

1052 ~~"Property" and "product" mean both tangible property, an item that can be seen,~~
1053 ~~weighed, measured, felt, or touched, or that is in any other manner perceptible to the~~
1054 ~~senses; and intangible property, anything that is not physical in nature (i.e., intellectual~~
1055 ~~property, brand recognition, goodwill, trade, copyright and patents).~~

1056 ~~"Prosthetic device" means replacement, corrective, or supportive device including repair~~
1057 ~~and replacement parts for same worn on or in the body to:~~

- 1058 ~~1. Artificially replace a missing portion of the body;~~
1059 ~~2. Prevent or correct physical deformity or malfunction; or~~
1060 ~~3. Support a weak or deformed portion of the body.~~

1061 ~~"Quarter" means trimonthly periods of a calendar year; January—March, April—June,~~
1062 ~~July—September, and October—December.~~

1063 ~~"Raw seafood" means uncooked marine and estuarine fauna or flora used as food or of a~~
1064 ~~kind suitable for food and specifically includes, but is not limited to, shrimp taken for~~
1065 ~~bait.~~

1066 ~~"Receive" or "receipt" means:~~

- 1067 ~~1. Taking possession of property;~~
1068 ~~2. Making first use of services;~~
1069 ~~3. Taking possession or making first use of digital goods, whichever comes first.~~

1070 The terms "receive" and "receipt" do not include temporary possession by a shipping
1071 company on behalf of the purchaser.

1072 "Remote sales" means sales of goods or services by a remote seller or marketplace
1073 facilitator.

1074 "Remote seller" means a seller or marketplace facilitator making sales of goods or
1075 services delivered within the state of Alaska, without having a physical presence in a
1076 taxing jurisdiction, or conducting business between taxing jurisdictions, when sales are
1077 made by internet, mail order, phone or other remote means. A marketplace facilitator
1078 shall be considered the remote seller for each sale facilitated through its marketplace.

1079 "Resale of services" means sales of intermediate services to a business the charge for
1080 which will be passed directly by that business to a specific buyer.

1081 "Retail car rental" means renting a rental car to a consumer. "Rental car" means a
1082 passenger car, that is used solely by a rental car business for rental to others, without a
1083 driver provided by the rental car business, for periods of not more than thirty (30)
1084 consecutive days. "Rental car" does not include:

1085 1. Vehicles rented or loaned to customers by automotive repair businesses while
1086 the customer's vehicle is under repair;

1087 2. Vehicles licensed and operated as taxicabs.

1088 "Sale" or "retail sale" means any transfer of property for consideration for any purpose
1089 other than for resale.

1090 "Sales or purchase price" means the total amount of consideration, including cash,
1091 credit, property, products, and services, for which property, products, or services are
1092 sold, leased, or rented, valued in money, whether received in money or otherwise,
1093 without any deduction for the following:

1094 1. The seller's cost of the property or product sold;

- 1095 ~~2. The cost of materials used, labor or service cost, interest, losses, all costs of~~
1096 ~~transportation to the seller, all taxes imposed on the seller, and any other expense~~
1097 ~~of the seller;~~
- 1098 ~~3. Charges by the seller for any services necessary to complete the sale, other than~~
1099 ~~delivery and installation charges;~~
- 1100 ~~4. Delivery charges;~~
- 1101 ~~5. Installation charges; and~~
- 1102 ~~6. Credit for any trade-in, as determined by state law.~~
- 1103 ~~"Sales type lease" means, at lease commencement, (1) the lease transfers ownership of~~
1104 ~~the underlying property, goods, or services to the lessee by the end of the lease term;~~
1105 ~~(2) the lease grants the lessee an option to purchase the underlying property, goods, or~~
1106 ~~services that the lessee is reasonably certain to exercise; (3) the lease term is for the~~
1107 ~~major part of the remaining economic life of the underlying property, goods, or services.~~
1108 ~~However, if the commencement date falls at or near the end of the economic life of the~~
1109 ~~underlying property, goods, or services, this criterion shall not be used for purposes of~~
1110 ~~classifying the lease; (4) the present value of the sum of the lease payments and any~~
1111 ~~residual value guaranteed by the lessee that is not already reflected in the lease~~
1112 ~~payments equals or exceeds substantially all of the fair value of the underlying property,~~
1113 ~~goods, or services; (5) the underlying property, goods, or services is of such a~~
1114 ~~specialized nature that it is expected to have no alternative use to the lessor at the end~~
1115 ~~of the lease term.~~
- 1116 ~~"School materials" means items commonly used by a student in a course of study.~~
1117 ~~"School materials" includes the following items: binders; book bags; calculators;~~
1118 ~~cellophane tape; blackboard chalk; compasses; composition books; crayons; erasers;~~
1119 ~~folders, expandable, pocket, plastic, and manila; glue, paste, and paste sticks;~~
1120 ~~highlighters; index cards; index card boxes; legal pads; lunch boxes; markers;~~
1121 ~~notebooks; paper, loose-leaf ruled notebook paper, copy paper, graph paper, tracing~~
1122 ~~paper, manila paper, colored paper, poster board, and construction paper; pencil boxes~~

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1123 ~~and other school supply boxes; pencil sharpeners; pencils; pens; protractors; rulers;~~
1124 ~~scissors; and writing tablets. "School materials" does not include any item purchased for~~
1125 ~~use in a trade or business.~~

1126 ~~"School meals" includes breakfasts, lunches, or the serving of foods or beverages, or~~
1127 ~~both, or any combination thereof, served by a school cafeteria or a school lunchroom.~~

1128 ~~"School transportation" means transportation of students to and from schools in motor~~
1129 ~~or other vehicles.~~

1130 ~~"Seller" means a person making sales of property, products or services, or a marketplace~~
1131 ~~facilitator facilitating sales or acting on behalf of a seller.~~

1132 ~~"Senior citizen" means any individual defined by a taxing jurisdiction as qualifying for an~~
1133 ~~age-based exemption from sales tax.~~

1134 ~~"Services" means all services of every manner and description, which are performed or~~
1135 ~~furnished for compensation, and delivered electronically or otherwise outside the taxing~~
1136 ~~jurisdiction (but excluding any that are rendered physically within the taxing jurisdiction,~~
1137 ~~including but not limited to:~~

1138 ~~1. Professional services;~~

1139 ~~2. Services in which a sale of property or product may be involved, including~~
1140 ~~property or products made to order;~~

1141 ~~3. Utilities and utility services not constituting a sale of property or products,~~
1142 ~~including but not limited to sewer, water, solid waste collection or disposal,~~
1143 ~~electrical, telephone services and repair, natural gas, cable or satellite television, and~~
1144 ~~Internet services;~~

1145 ~~4. The sale of transportation services;~~

1146 ~~5. Services rendered for compensation by any person who furnishes any such~~
1147 ~~services in the course of their trade, business, or occupation, including all services~~
1148 ~~rendered for commission;~~

1149 6. ~~Advertising, maintenance, recreation, amusement, and craftsman services.~~

1150 ~~"Smoked fish" means a freshwater or saltwater finfish that is prepared by treating it with~~
1151 ~~salt (sodium chloride) and subjecting it to the direct action of the smoke from burning~~
1152 ~~wood, wood sawdust, or similar burning material or from liquid smoke flavoring applied~~
1153 ~~to the surface in a gaseous, liquid, or vaporized state with or without heat.~~

1154 ~~"Snowmobile" means a motor vehicle designed to travel over ice or snow, and supported~~
1155 ~~in part by skis, belts, cleats, or low pressure tires.~~

1156 ~~"Software downloads" means software, applications, services and other digital~~
1157 ~~programming for computers, tablets, smartphones and other electronic devices. This~~
1158 ~~includes online subscriptions or purchases of news services, publications, audio books~~
1159 ~~and other similar electronic versions of printed materials.~~

1160 ~~"Software maintenance contracts" means a contract that obligates a vendor of computer~~
1161 ~~software to provide a customer with future updates or upgrades to computer software,~~
1162 ~~support services with respect to computer software or both. A "mandatory computer~~
1163 ~~software maintenance contract" is a computer software maintenance contract that the~~
1164 ~~customer is obligated by contract to purchase as a condition to the retail sale of~~
1165 ~~computer software. An "optional computer maintenance contract" is a computer~~
1166 ~~software maintenance contract that a customer is not obligated to purchase as a~~
1167 ~~condition to the retail sale of computer software.~~

1168 ~~"Specified digital products" means electronically transferred:~~

1169 1. ~~Digital audio works;~~

1170 2. ~~Digital audiovisual works; or~~

1171 3. ~~Digital books.~~

1172 ~~"Streaming services" means digital content provided online for on-demand consumption~~
1173 ~~rather than downloadable consumption. This typically includes, but is not limited to,~~
1174 ~~video and audio files.~~

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1175 ~~"Tax cap" means a maximum taxable transaction.~~

1176 ~~"Tax free days" means a duration of time in which persons who purchase goods or~~
1177 ~~services are exempt from the sales tax of the taxing jurisdiction.~~

1178 ~~"Taxing jurisdiction" means a local government in Alaska that has a sales tax and is a~~
1179 ~~member of the Alaska Remote Sellers Sales Tax Commission.~~

1180 ~~"Telephone service" means the providing by any person of access to a telephone~~
1181 ~~network, telephone network switching service, toll service, or coin telephone services, or~~
1182 ~~the providing of telephonic, video, data, or similar communication or transmission for~~
1183 ~~hire, via a telephone network, toll line or channel, cable, microwave, or similar~~
1184 ~~communication or transmission system.~~

1185 ~~"Ticket admission" means the paid right or privilege to enter into or use a place or~~
1186 ~~location.~~

1187 ~~"Title insurance premium" means and includes premium, examination fees, settlement~~
1188 ~~fees, closing fees, and every other charge, whether denominated premium or otherwise,~~
1189 ~~made by a title insurance company, agent of a title insurance company or an approved~~
1190 ~~attorney of a title insurance company, or any of them, to an insured or to an applicant~~
1191 ~~for insurance, for any policy or contract for the issuance of, or an application for any~~
1192 ~~class or kind of, title insurance.~~

1193 ~~"Tobacco" means cigarettes, cigars, chewing or pipe tobacco, or any other item that~~
1194 ~~contains tobacco.~~

1195 ~~"Transferred electronically" means obtained by the purchaser by means other than~~
1196 ~~tangible storage media.~~

1197 ~~"Transportation services" means the transportation of individuals for hire.~~

1198 ~~"Travel agency" means a person or organization who represents, directly or indirectly,~~
1199 ~~that the person or organization is offering or undertaking by any means or method, to~~
1200 ~~provide travel services for a fee, commission, or other valuable consideration, direct or~~
1201 ~~indirect.~~

Chapter 4.16A

ALASKA REMOTE SELLER SALES TAX CODE

Sections:

- 4.16A.010 Interpretation.**
- 4.16A.020 Title to collected sales tax.**
- 4.16A.030 Imposition – Rate.**
- 4.16A.040 Obligation to collect tax – Threshold criteria.**
- 4.16A.050 No retroactive application.**
- 4.16A.060 Payment and collection.**
- 4.16A.070 Remote seller and marketplace facilitator registration requirement.**
- 4.16A.080 Tax filing schedule.**
- 4.16A.090 Estimated tax.**
- 4.16A.100 Returns – Filing Contents.**
- 4.16A.110 Refunds.**
- 4.16A.120 Amended returns.**
- 4.16A.130 Extension of time to file tax return.**
- 4.16A.140 Audits.**
- 4.16A.150 Audit protest.**
- 4.16A.160 Penalties and interest for late filing.**
- 4.16A.170 Repayment plans.**
- 4.16A.180 Remote seller or marketplace facilitator record retention.**
- 4.16A.190 Cessation or transfer of business.**
- 4.16A.200 Use of information on tax returns.**
- 4.16A.210 Violations.**
- 4.16A.220 Penalties for violations.**
- 4.16A.230 Sellers with a physical presence in the taxing jurisdiction.**
- 4.16A.240 Remittance of tax – Remote seller held harmless.**
- 4.16A.250 Definitions.**

1232 **4.16A.010 Interpretation.**

1233 A. To prevent evasion of the sales tax and to aid in its administration, it is presumed
1234 that all sales and services by a person or entity engaging in business are subject to the
1235 sales tax.

1236 B. The application of the tax levied under this code shall be broadly construed and shall
1237 favor inclusion rather than exclusion.

1238 C. Exemptions from the tax levied under this code or from the taxing jurisdiction shall
1239 be narrowly construed against the claimant and allowed only when such exemption
1240 clearly falls within an exemption defined in this code or the taxing jurisdiction's code.

1241 D. The scope of this code shall apply to remote sellers or marketplace facilitators
1242 delivering products or services into taxing jurisdictions.

1243 **4.16A.020 Title to collected sales tax.**

1244 Upon collection by the remote seller or marketplace facilitator, title to collected sales tax
1245 vests in the Commission for remittance to the taxing jurisdiction. The remote seller or
1246 marketplace facilitator remits collected sales tax to the Commission on behalf of the
1247 taxing jurisdiction, from whom that power is delegated, in trust for the taxing jurisdiction
1248 and is accountable to the Commission and taxing jurisdiction.

1249 **4.16A.030 Imposition – Rate.**

1250 A. To the fullest extent permitted by law, a sales tax is levied and assessed on all
1251 remote sales where delivery is made within the local taxing jurisdiction(s) that is a
1252 member, within the state of Alaska.

1253 B. The applicable tax shall be added to the sales price.

1254 C. The tax rate added to the sales price shall be the tax rate for the taxing
1255 jurisdiction(s) where the property or product is sold, or service that was rendered is

1256 received, and based on the date the property or product was sold or the date the service
1257 rendered was received.

1258 D. An address and tax rate database will be made available to remote sellers and
1259 marketplace facilitators, indicating the appropriate tax rate to be applied.

1260 E. The tax assessed shall be consistent with relevant jurisdictional tax caps, single unit
1261 sales, and exemptions.

1262 F. When a sale is made on an installment basis, the applicable sales tax shall be
1263 collected at each payment, calculated at the sales tax rate in effect, and with the cap
1264 applied, at the time of the original sale or the date the service is rendered, based on the
1265 local jurisdictions' code(s).

1266 G. When a sales transaction involves placement of a single order with multiple
1267 deliveries made at different points in time that are separately invoiced, the applicable
1268 sales tax shall be collected on each separately invoiced delivery, calculated at the sales
1269 tax rate in effect, and with the cap applied, at the time of the original sale or the date
1270 the service is rendered.

1271 **4.16A.040 Obligation to collect tax – Threshold criteria.**

1272 A. Any remote seller or marketplace facilitator must collect and remit sales tax in
1273 compliance with all applicable procedures and requirements of law, provided the remote
1274 seller or marketplace facilitator has met one (1) of the following threshold criteria
1275 ("threshold criteria") in the current or previous calendar year:

1276 1. The remote seller's statewide gross sales, including the seller's marketplace
1277 facilitator's statewide gross sales, from the sale(s) of property, products or services
1278 delivered into the state meets or exceeds one hundred thousand dollars (\$100,000).

1279 B. For purposes of determining whether the threshold criteria are met, remote sellers
1280 or marketplace facilitators shall include all gross sales, from all sales of goods, property,
1281 products, or services rendered within the state of Alaska.

1282 C. Unless the taxing jurisdiction provides otherwise in its sales tax code, the following
1283 marketplace facilitators are excluded from the obligation to collect tax outlined in this
1284 section:

1285 1. Delivery network companies that deliver tangible personal property on behalf of
1286 a marketplace seller that is engaged in business in a taxing jurisdiction;

1287 2. Accommodations intermediaries that facilitate the rental of transient lodging
1288 accommodations; and

1289 3. Marketplaces that facilitate or perform travel agency services.

1290 **4.16A.050 No retroactive application.**

1291 The obligations to collect and remit sales tax required by this chapter are applicable at
1292 the effective date of the ordinance adopting the Alaska Remote Seller Sales Tax Code.

1293 **4.16A.060 Payment and collection.**

1294 Pursuant to this code, taxes imposed shall be due and paid by the buyer to the remote
1295 seller or marketplace facilitator at the time of the sale of property or product or date
1296 service is rendered, or with respect to credit transactions, at the time of collection. It
1297 shall be the duty of each remote seller or marketplace facilitator to collect the taxes from
1298 the buyer and to hold those taxes in trust for the taxing authority of the taxing
1299 jurisdiction. Failure by the remote seller or marketplace facilitator to collect the tax shall
1300 not affect the remote seller's, or marketplace facilitator's, responsibility for payment to
1301 the Commission.

1302 **4.16A.070 Remote seller and marketplace facilitator registration**
1303 **requirement.**

1304 A. If a remote seller's gross statewide sales within the last calendar year meet or
1305 exceed the threshold criteria, the remote seller shall register with the Commission. If a
1306 marketplace facilitator's gross statewide sales within the last calendar year meet or
1307 exceed the threshold criteria, the marketplace facilitator shall register with the
1308 Commission. Unless the taxing jurisdiction provides otherwise in its sales tax code, the
1309 registration requirement does not apply to the following marketplace facilitators:

1310 1. Delivery network companies that deliver tangible personal property on behalf of
1311 a marketplace seller that is engaged in business in a taxing jurisdiction;

1312 2. Accommodations intermediaries that facilitate the rental of transient lodging
1313 accommodations; and

1314 3. Marketplaces that facilitate or perform travel agency services.

1315 B. A remote seller or marketplace facilitator meeting the threshold criteria shall apply
1316 for a certificate of sales tax registration within thirty (30) calendar days of the effective
1317 date of this code or within thirty (30) calendar days of meeting the threshold criteria,
1318 whichever occurs second. Registration shall be to the Commission on forms prescribed
1319 by the Commission.

1320 C. An extension may be applied for and granted based on criteria established by the
1321 Commission, based on evidence produced to describe time necessary to update software
1322 or other technical needs, not to exceed ninety (90) days.

1323 D. Upon receipt of a properly executed application, the Commission shall confirm
1324 registration, stating the legal name of the remote seller or marketplace facilitator, the
1325 primary address, and the primary sales tax contact name and corresponding title. The
1326 failure of the Commission to confirm registration does not relieve the remote seller or
1327 marketplace facilitator of its duty to collect and remit sales tax. Each business entity
1328 shall have a sales tax registration under the advertised name.

1329 E. The sales tax certificate is nonassignable and nontransferable.

1330 **4.16A.080 Tax filing schedule.**

1331 A. All remote sellers or marketplace facilitators subject to this code shall file a return on
1332 a form or in a format prescribed by the Commission and shall pay the tax due.

1333 B. Filings of sales tax returns are due monthly; quarterly filing is optional upon
1334 application and approval by the Commission, consistent with the code of the local
1335 jurisdiction.

1336 C. A remote seller or marketplace facilitator who has filed a sales tax return will be
1337 presumed to be making sales in successive periods unless the remote seller or
1338 marketplace facilitator files a return showing a termination or sale of the business in
1339 accordance with this code.

1340 D. The completed and executed return, together with the remittance in full for the tax
1341 due, shall be transmitted to and must be received by the Commission on or before
1342 midnight Alaska Standard Time on the due date. Monthly returns are due the last day of
1343 the immediate subsequent month. Quarterly returns are due as follows:

Quarter 1 (January – March) April 30

Quarter 2 (April – June) July 31

Quarter 3 (July – September) October 31

Quarter 4 (October – December) January 31

1344 E. If the last day of the month following the end of the filing period falls on a Saturday,
1345 Sunday, federal holiday or Alaska state holiday, the due date will be extended until the
1346 next business day immediately following.

1347 F. Any remote seller or marketplace facilitator holding a remote seller registration shall
1348 file a sales tax return even though no tax may be due. This return shall show why no tax
1349 is due. If the remote seller or marketplace facilitator intends to continue doing business
1350 a return shall be filed reflecting no sales and a confirmation of the intent to continue

1351 doing business and shall continue to do so each filing period until the entity ceases doing
1352 business or sells the business. If the remote seller or marketplace facilitator intends to
1353 cease doing business, a final return shall be filed along with a statement of business
1354 closure.

1355 G. The remote seller or marketplace facilitator shall prepare the return and remit sales
1356 tax to the Commission on the same basis, cash or accrual, which the remote seller or
1357 marketplace facilitator uses in preparing its federal income tax return. The remote seller
1358 or marketplace facilitator shall sign the return, and transmit the return, with the amount
1359 of sales tax and any applicable penalty, interest or fees that it shows to be due, to the
1360 Commission.

1361 H. Remote sellers and marketplace facilitators failing to comply with the provisions of
1362 this code shall, if required by the Commission and if quarterly filing has been chosen, file
1363 and transmit collected sales taxes more frequently until such time as they have
1364 demonstrated to the Commission that they are or will be able to comply with the
1365 provisions of this code. Six (6) consecutive on-time sales tax filings, with full remittance
1366 of the sales taxes collected, shall establish the presumption of compliance and return to
1367 quarterly filing.

1368 I. The preparer of the sales tax return shall keep and maintain all documentation
1369 supporting any and all claims of exempted sales and purchases. Documentation for
1370 exempted sales should include the number of the exemption authorization card
1371 presented by the buyer at the time of the purchase; the date of the purchase; the name
1372 of the person making the purchase; the organization making the purchase; the total
1373 amount of the purchase; and the amount of sales tax exempted. This documentation
1374 shall be made available to the Commission upon request. Failure to provide such
1375 documentation may invalidate that portion of the claim of exemption for which no
1376 documentation is provided.

1377 **4.16A.090 Estimated tax.**

1378 A. In the event the Commission is unable to ascertain the tax due from a remote seller
1379 or marketplace facilitator by reason of the failure of the remote seller or marketplace
1380 facilitator to keep accurate books, allow inspection, or file a return, or by reason of the
1381 remote seller or marketplace facilitator filing a false or inaccurate return, the
1382 Commission may make an estimate of the tax due based on any evidence in their
1383 possession.

1384 B. Sales taxes may also be estimated, based on any information available, whenever
1385 the Commission has reasonable cause to believe that any information on a sales tax
1386 return is not accurate.

1387 C. A remote seller's or marketplace facilitator's tax liability under this code may be
1388 determined and assessed for a period of six (6) years after the date the return was filed
1389 or due to be filed with the Commission. No civil action for the collection of such tax may
1390 be commenced after the expiration of the six- (6-) year period except an action for
1391 taxes, penalties and interest due from those filing periods that are the subject of a
1392 written demand or assessment made within the six- (6-) year period, unless the remote
1393 seller or marketplace facilitator waives the protection of this section.

1394 D. The Commission shall notify the remote seller or marketplace facilitator, in writing,
1395 that the Commission has estimated the amount of sales tax that is due from the remote
1396 seller or marketplace facilitator. The Commission shall serve the notice on the remote
1397 seller or marketplace facilitator by delivering the notice to the remote seller's or
1398 marketplace facilitator's place of business, or by mailing the notice by certified mail,
1399 return receipt requested, to the remote seller's or marketplace facilitator's last known
1400 mailing address. A remote seller or marketplace facilitator who refuses the certified mail
1401 will be considered to have accepted the certified mail for purposes of service.

1402 E. The Commission's estimate of the amount of sales tax that is due from a remote
1403 seller or marketplace facilitator shall become a final determination of the amount that is
1404 due unless the remote seller or marketplace facilitator, within thirty (30) calendar days
1405 after service of notice of the estimated tax:

- 1406 1. Files a complete and accurate sales tax return for the delinquent periods
1407 supported by satisfactory records and accompanied by a full remittance of all taxes,
1408 interest, penalties, costs and other charges due; or
- 1409 2. Files a written notice with the Commission appealing the estimated tax amount
1410 in accordance with the appeal procedures.
- 1411 3. Arguments or reasons for failure to timely file a return and remit taxes collected
1412 shall not be considered a valid basis or grounds for granting an appeal. The basis
1413 and grounds for granting an appeal of an assessment are:
- 1414 a. The identity of the remote seller or marketplace facilitator is in error;
- 1415 b. The amount of the debt is erroneous due to a clerical error (and the nature
1416 and extent of the error is specified in the request for appeal); or
- 1417 c. The remote seller or marketplace facilitator disputes the denial of
1418 exemption(s) for certain sales.
- 1419 F. The amount of sales tax finally determined to be due under this section shall bear
1420 interest and penalty from the date that the sales tax originally was due, plus an
1421 additional civil penalty of fifty dollars (\$50) for each calendar month or partial month for
1422 which the amount of sales tax that is due has been determined.

1423 **4.16A.100 Returns – Filing contents.**

- 1424 A. Every remote seller or marketplace facilitator required by this chapter to collect sales
1425 tax shall file with the Commission upon forms furnished by the Commission a return
1426 setting forth the following information with totals rounded to the nearest dollar:
- 1427 1. Gross sales;
- 1428 2. The nontaxable portions separately stating the amount of sales revenue
1429 attributable to each class of exemption;
- 1430 3. Computation of taxes to be remitted;

1431 4. Calculated discount (if applicable) based on taxing jurisdiction's code; and

1432 5. Such other information as may be required by the Commission.

1433 B. Each tax return remitted by a remote seller or marketplace facilitator shall be signed
1434 (digital or otherwise) by a responsible individual who shall attest to the completeness
1435 and accuracy of the information on the tax return.

1436 C. The Commission reserves the right to reject a filed return for failure to comply with
1437 the requirements of this code for up to three (3) months from the date of filing. The
1438 Commission shall give written notice to a remote seller or marketplace facilitator that a
1439 return has been rejected, including the reason for the rejection.

1440 **4.16A.110 Refunds.**

1441 A. Upon request from a buyer or remote seller or marketplace facilitator the
1442 Commission shall provide a determination of correct tax rate and amount applicable to
1443 the transaction. In the case of an overpayment of taxes, the remote seller or
1444 marketplace facilitator shall process the refund and amend any returns accordingly.

1445 B. If the claimant is a remote seller or marketplace facilitator, and the tax refund is
1446 owed to any buyer, the remote seller or marketplace facilitator submits, and the
1447 Commission approves, a refund plan to all affected buyers.

1448 C. The taxing jurisdictions may allow a buyer to request a refund directly from the
1449 taxing jurisdiction.

1450 **4.16A.120 Amended returns.**

1451 A. A remote seller or marketplace facilitator may file an amended sales tax return, with
1452 supporting documentation, and the Commission may accept the amended return, but
1453 only in the following circumstances:

1454 1. The amended return is filed within one (1) year of the original due date for the
1455 return; and

1456 2. The remote seller or marketplace facilitator provides a written justification for
1457 requesting approval of the amended return; and

1458 3. The remote seller or marketplace facilitator agrees to submit to an audit upon
1459 request of the Commission.

1460 B. The Commission shall notify the remote seller or marketplace facilitator in writing (by
1461 email or otherwise) whether the Commission accepts or rejects an amended return,
1462 including the reasons for any rejection.

1463 C. The Commission may adjust a return for a remote seller or marketplace facilitator if,
1464 after investigation, the Commission determines the figures included in the original
1465 returns are incorrect; and the Commission adjusts the return within two (2) years of the
1466 original due date for the return.

1467 D. A remote seller or marketplace facilitator may file a supplemental sales tax return,
1468 with supporting documentation, and the Commission may accept the supplemental
1469 return, but only in the following circumstances:

1470 1. The remote seller or marketplace facilitator provides a written justification for
1471 requesting approval of the supplemental return; and

1472 2. The remote seller or marketplace facilitator agrees to submit to an audit upon
1473 request of the Commission.

1474 **4.16A.130 Extension of time to file tax return.**

1475 Upon written application of a remote seller or marketplace facilitator, stating the reasons
1476 therefor, the Commission may extend the time to file a sales tax return but only if the
1477 Commission finds each of the following:

1478 A. For reasons beyond the remote seller's or marketplace facilitator's control, the
1479 remote seller or marketplace facilitator has been unable to maintain in a current
1480 condition the books and records that contain the information required to complete the
1481 return;

1482 B. Such extension is a dire necessity for bookkeeping reasons and would avert undue
1483 hardship upon the remote seller or marketplace facilitator;

1484 C. The remote seller or marketplace facilitator has a plan to cure the problem that
1485 caused the remote seller or marketplace facilitator to apply for an extension and the
1486 remote seller or marketplace facilitator agrees to proceed with diligence to cure the
1487 problem;

1488 D. At the time of the application, the remote seller or marketplace facilitator is not
1489 delinquent in filing any other sales tax return, in remitting sales tax to the Commission
1490 or otherwise in violation of this chapter;

1491 E. No such extension shall be made retroactively to cover existing delinquencies.

1492 **4.16A.140 Audits.**

1493 A. Any remote seller or marketplace facilitator who has registered with the Commission,
1494 who is required to collect and remit sales tax, or who is required to submit a sales tax
1495 return is subject to a discretionary sales tax audit at any time. The purpose of such an
1496 audit is to examine the business records of the remote seller or marketplace facilitator in
1497 order to determine whether appropriate amounts of sales tax revenue have been
1498 collected by the remote seller or marketplace facilitator and remitted to the Commission.

1499 B. The Commission is not bound to accept a sales tax return as correct. The
1500 Commission may make an independent investigation of all retail sales or transactions
1501 conducted within the state or taxing jurisdiction.

1502 C. The records that a remote seller or marketplace facilitator is required to maintain
1503 under this chapter shall be subject to inspection and copying by authorized employees or

1504 agents of the Commission for the purpose of auditing any return filed under this chapter,
1505 or to determine the remote seller's or marketplace facilitator's liability for sales tax where
1506 no return has been filed.

1507 D. In addition to the information required on returns, the Commission may request,
1508 and the remote seller or marketplace facilitator must furnish, any reasonable information
1509 deemed necessary for a correct computation of the tax.

1510 E. The Commission may adjust a return for a remote seller or marketplace facilitator if,
1511 after investigation or audit, the Commission determines that the figures included in the
1512 original return are incorrect, and that additional sales taxes are due; and the
1513 Commission adjusts the return within two (2) years of the original due date for the
1514 return.

1515 F. For the purpose of ascertaining the correctness of a return or the amount of taxes
1516 owed when a return has not been filed, the Commission may conduct investigations,
1517 hearings and audits and may examine any relevant books, papers, statements,
1518 memoranda, records, accounts or other writings of any remote seller or marketplace
1519 facilitator at any reasonable hour on the premises of the remote seller or marketplace
1520 facilitator and may require the attendance of any officer or employee of the remote
1521 seller or marketplace facilitator. Upon written demand by the Commission, the remote
1522 seller or marketplace facilitator shall present for examination, in the office of the
1523 Commission, such books, papers, statements, memoranda, records, accounts and other
1524 written material as may be set out in the demand unless the Commission and the person
1525 upon whom the demand is made agree to presentation of such materials at a different
1526 place.

1527 G. The Commission may issue subpoenas to compel attendance or to require
1528 production of relevant books, papers, records or memoranda. If any remote seller or
1529 marketplace facilitator refuses to obey any such subpoena, the Commissioner may refer
1530 the matter to the Commission's attorney for an application to the Superior Court for an
1531 order requiring the remote seller or marketplace facilitator to comply therewith.

1532 H. Any remote seller, marketplace facilitator, or person engaged in business who is
1533 unable or unwilling to submit their records to the Commission shall be required to pay
1534 the Commission for all necessary expenses incurred for the examination and inspection
1535 of their records maintained outside the Commission.

1536 I. After the completion of a sales tax audit, the results of the audit will be sent to the
1537 business owner's address of record.

1538 J. In the event the Commission, upon completion of an audit, discovers more than five
1539 hundred dollars (\$500) in additional sales tax due from a remote seller or marketplace
1540 facilitator resulting from a remote seller's or marketplace facilitator's failure to accurately
1541 report sales and taxes due thereupon, the remote seller or marketplace facilitator shall
1542 bear responsibility for the full cost of the audit. The audit fee assessment will be in
1543 addition to interest and penalties applicable to amounts deemed to be delinquent by the
1544 Commission at the time of the conclusion of the audit.

1545 **4.16A.150 Audit protest.**

1546 A. If the remote seller or marketplace facilitator wishes to dispute the amount of the
1547 estimate, or the results of an examination or audit, the remote seller or marketplace
1548 facilitator must file a written protest with the Commission, within thirty (30) calendar
1549 days of the date of the notice of estimated tax or results of an audit or examination. The
1550 protest must set forth:

1551 1. The remote seller's or marketplace facilitator's justification for reducing or
1552 increasing the estimated tax amount, including any missing sales tax returns for the
1553 periods estimated; or

1554 2. The remote seller's or marketplace facilitator's reasons for challenging the
1555 examination or audit results.

1556 B. In processing the protest, the Commission may hold an informal meeting or hearing
1557 with the remote seller or marketplace facilitator, either on its own or upon request of the
1558 remote seller or marketplace facilitator, and may also require that the remote seller or

1559 marketplace facilitator submit to an audit, if one was not previously conducted, or a
1560 more formal audit, if an estimation audit was previously performed.

1561 C. The Commission shall make a final written determination on the remote seller's or
1562 marketplace facilitator's protest and mail a copy of the determination to the remote
1563 seller or marketplace facilitator.

1564 D. If a written protest is not filed within thirty (30) days of the date of the notice of
1565 estimated tax or the result of a review, audit or examination, then the estimated tax,
1566 review, audit or examination result shall be final, due and payable to the Commission.

1567 **4.16A.160 Penalties and interest for late filing.**

1568 A. A late filing fee of twenty-five dollars (\$25) per month (or quarter) shall be added to
1569 all late-filed sales tax reports in addition to interest and penalties.

1570 B. Delinquent sales tax bears interest at the rate of fifteen (15) percent per annum
1571 until paid.

1572 C. In addition, delinquent sales tax shall be subject to an additional penalty of five (5)
1573 percent per month, or fraction thereof, until a total of twenty (20) percent of delinquent
1574 tax has been reached. The penalty does not bear interest.

1575 D. Fees, penalties and interest shall be assessed and collected in the same manner as
1576 the tax is assessed and collected, and applied first to fees, penalties and interest, second
1577 to past due sales tax.

1578 E. The filing of an incomplete return, or the failure to remit all tax, shall be treated as
1579 the filing of no return.

1580 F. A penalty assessed under this section for the delinquent remittance of sales tax or
1581 failure to file a sales tax return may be waived by the Commission, upon written
1582 application of the remote seller or marketplace facilitator accompanied by a payment of
1583 all delinquent sales tax, interest and penalty otherwise owed by the remote seller or
1584 marketplace facilitator, within forty-five (45) calendar days after the date of delinquency.

1585 A remote seller or marketplace facilitator may not be granted more than one (1) waiver
1586 of penalty under this subsection in any one (1) calendar year. The Commission shall
1587 report such waivers of penalty to the taxing jurisdiction, in writing.

1588 **4.16A.170 Repayment plans.**

1589 A. The Commission may agree to enter into a repayment plan with a delinquent remote
1590 seller or marketplace facilitator. No repayment plan shall be valid unless agreed to by
1591 both parties in writing.

1592 B. A remote seller or marketplace facilitator shall not be eligible to enter into a
1593 repayment plan with the Commission if the remote seller or marketplace facilitator has
1594 defaulted on a repayment plan in the previous two (2) calendar years.

1595 C. The repayment plan shall include a secured promissory note that substantially
1596 complies with the following terms:

1597 1. The remote seller or marketplace facilitator agrees to pay a minimum of ten (10)
1598 percent down payment on the tax, interest and penalty amount due. The down
1599 payment shall be applied first to penalty, then to accumulated interest, and then to
1600 the tax owed.

1601 2. The remote seller or marketplace facilitator agrees to pay the balance of the tax,
1602 penalty and interest owed in monthly installments over a period not to exceed two
1603 (2) years.

1604 3. Interest at a rate of fifteen (15) percent per annum shall accrue on the principal
1605 sum due. Interest shall not apply to penalties owed or to interest accrued at the time
1606 the repayment plan is executed or accruing during the term of the repayment plan.

1607 4. If the remote seller or marketplace facilitator is a corporation or a limited liability
1608 entity the remote seller or marketplace facilitator agrees to provide a personal
1609 guarantee of the obligations under the repayment plan.

1610 5. The remote seller or marketplace facilitator agrees to pay all future tax bills in
1611 accordance with the provisions of this chapter.

1612 6. The remote seller or marketplace facilitator agrees to provide a security interest
1613 in the form of a sales tax lien for the entire unpaid balance of the promissory note to
1614 be recorded by the Commission at the time the repayment plan is signed. The
1615 remote seller or marketplace facilitator shall be responsible for the cost of recording
1616 the tax lien.

1617 D. If a remote seller or marketplace facilitator fails to pay two (2) or more payments as
1618 required by the repayment plan agreement, the remote seller or marketplace facilitator
1619 shall be in default and the entire amount owed at the time of default shall become
1620 immediately due. The Commission will send the remote seller or marketplace facilitator a
1621 notice of default. The Commission may immediately foreclose on the sales tax lien or
1622 take any other remedy available under the law.

1623 **4.16A.180 Remote seller or marketplace facilitator record retention.**

1624 Remote sellers or marketplace facilitators shall keep and preserve suitable records of all
1625 sales made and such other books or accounts as may be necessary to determine the
1626 amount of tax which the remote seller or marketplace facilitator is obliged to collect.
1627 Remote sellers or marketplace facilitators shall preserve suitable records of sales for a
1628 period of six (6) years from the date of the return reporting such sales, and shall
1629 preserve for a period of six (6) years all invoices of goods and merchandise purchased
1630 for resale, and all such other books, invoices and records as may be necessary to
1631 accurately determine the amount of taxes which the remote seller or marketplace
1632 facilitator was obliged to collect under this chapter.

1633 **4.16A.190 Cessation or transfer of business.**

1634 A. A remote seller or marketplace facilitator who sells, leases, conveys, forfeits,
1635 transfers or assigns the majority of their business interest, including a creditor or

1636 secured party, shall make a final sales tax return within thirty (30) days after the date of
1637 such conveyance.

1638 B. At least ten (10) business days before any such sale is completed, the remote seller
1639 or marketplace facilitator shall send to the Commission, by approved communication
1640 (email confirmation, certified first-class mail, postage prepaid) a notice that the remote
1641 seller's or marketplace facilitator's interest is to be conveyed and shall include the name,
1642 address and telephone number of the person or entity to whom the interest is to be
1643 conveyed.

1644 C. Upon notice of sale and disclosure of buyer, the Commission shall be authorized to
1645 disclose the status of the remote seller's or marketplace facilitator's sales tax account to
1646 the named buyer or assignee.

1647 D. Upon receipt of notice of a sale or transfer, the Commission shall send the
1648 transferee a copy of this code with this section highlighted.

1649 E. Neither the Commission's failure to give the notice nor the transferee's failure to
1650 receive the notice shall relieve the transferee of any obligations under this section.

1651 F. Following receipt of the notice, the Commission shall have sixty (60) days in which to
1652 perform a final sales tax audit and assess sales tax liability against the seller of the
1653 business. If the notice is not mailed at least ten (10) business days before the sale is
1654 completed, the Commission shall have twelve (12) months from the date of the
1655 completion of the sale or the Commission's knowledge of the completion of the sale
1656 within which to begin a final sales tax audit and assess sales tax liability against the
1657 seller of the business. The Commission may also initiate an estimated assessment if the
1658 requirements for such an assessment exist.

1659 G. A person acquiring any interest of a remote seller or marketplace facilitator in a
1660 business required to collect the tax under this chapter assumes the liability of the remote
1661 seller or marketplace facilitator for all taxes due the Commission, whether current or
1662 delinquent, whether known to the Commission or discovered later, and for all interest,
1663 penalties, costs and charges on such taxes.

1664 H. Before the effective date of the transfer, the transferee of a business shall obtain
1665 from the Commission an estimate of the delinquent sales tax, penalty and interest, if
1666 any, owed by the remote seller or marketplace facilitator as of the date of the transfer,
1667 and shall withhold that amount from the consideration payable for the transfer, until the
1668 remote seller or marketplace facilitator has produced a receipt from the Commission
1669 showing that all tax obligations imposed by this chapter have been paid. A transferee
1670 that fails to withhold the amount required under this subsection shall be liable to the
1671 Commission and taxing jurisdiction for the lesser of the amount of delinquent sales tax,
1672 penalty and interest due from the remote seller or marketplace facilitator as of the date
1673 of transfer, and the amount that the transferee was required to withhold.

1674 I. In this section, the term "transfer" includes the following:

1675 1. A change in voting control, or in more than fifty (50) percent of the ownership
1676 interest in a remote seller or marketplace facilitator that is a corporation, limited
1677 liability company or partnership; or

1678 2. A sale of all or substantially all the assets used in the business of the remote
1679 seller or marketplace facilitator; or

1680 3. The initiation of a lease, management agreement or other arrangement under
1681 which another person becomes entitled to the remote seller's or marketplace
1682 facilitator's gross receipts from sales, rentals or services.

1683 J. Subsection H of this section shall not apply to any person who acquires their
1684 ownership interest in the ongoing business as a result of the foreclosure of a lien that
1685 has priority over the Commission's sales tax lien.

1686 K. Upon termination, dissolution or abandonment of a corporate business, any officer
1687 having control or supervision of sales tax funds collected, or who is charged with
1688 responsibility for the filing of returns or the payment of sales tax funds collected, shall
1689 be personally liable for any unpaid taxes, interest, administrative costs and penalties on
1690 those taxes if such officer willfully fails to pay or cause to be paid any taxes due from
1691 the corporation. In addition, regardless of willfulness, each director of the corporation

1692 shall be jointly and severally liable for unpaid amounts. The officer shall be liable only for
1693 taxes collected which became due during the period they had the control, supervision,
1694 responsibility or duty to act for the corporation. This section does not relieve the
1695 corporation of other tax liabilities or otherwise impair other tax collection remedies
1696 afforded by law.

1697 L. A remote seller or marketplace facilitator who terminates the business without the
1698 benefit of a purchaser, successor or assign shall make a final tax return and settlement
1699 of tax obligations within thirty (30) days after such termination. If a final return and
1700 settlement are not received within thirty (30) days of the termination, the remote seller
1701 or marketplace facilitator shall pay a penalty of one hundred dollars (\$100), plus an
1702 additional penalty of twenty-five dollars (\$25) for each additional thirty- (30-) day
1703 period, or part of such a period, during which the final return and settlement have not
1704 been made, for a maximum of six (6) additional periods.

1705 **4.16A.200 Use of information on tax returns.**

1706 A. Except as otherwise provided in this chapter, all returns, reports and information
1707 required to be filed with the Commission under this code, and all information contained
1708 therein, shall be kept confidential and shall be subject to inspection only by:

1709 1. Employees and agents of the Commission and taxing jurisdiction whose job
1710 responsibilities are directly related to such returns, reports and information;

1711 2. The person supplying such returns, reports and information; and

1712 3. Persons authorized in writing by the person supplying such returns, reports and
1713 information.

1714 B. The Commission will release information described in subsection A of this section
1715 pursuant to subpoena, order of a court or administrative agency of competent
1716 jurisdiction, and where otherwise required by law to do so.

1717 C. Notwithstanding subsection A of this section, the following information is available
1718 for public inspection:

1719 1. The name and address of sellers;

1720 2. Whether a business is registered to collect taxes under this chapter;

1721 3. The name and address of businesses that are sixty (60) days or more delinquent
1722 in filing returns or in remitting sales tax, or both filing returns and remitting sales
1723 tax; and, if so delinquent, the amount of estimated sales tax due, and the number of
1724 returns not filed.

1725 D. The Commission may provide the public statistical information related to sales tax
1726 collections; provided, that no information identifiable to a particular remote seller or
1727 marketplace facilitator is disclosed.

1728 E. Nothing contained in this section shall be construed to prohibit the delivery to a
1729 person, or their duly authorized representative, of a copy of any return or report filed by
1730 them, nor to prohibit the publication of statistics so classified as to prevent the
1731 identification of particular buyers, remote sellers, or marketplace facilitators, nor to
1732 prohibit the furnishing of information on a reciprocal basis to other agencies or political
1733 subdivisions of the state or the United States concerned with the enforcement of tax
1734 laws.

1735 F. Nothing contained in this section shall be construed to prohibit the disclosure
1736 through enforcement action proceedings or by public inspection or publication of the
1737 name, estimated balance due, and current status of payments, and filings of any remote
1738 seller or marketplace facilitator or agent of any remote seller or marketplace facilitator
1739 required to collect sales taxes or file returns under this chapter, who fails to file any
1740 return and/or remit in full all sales taxes due within thirty (30) days after the required
1741 date for that business. Entry into any agreement whether pursuant to the provisions of
1742 this chapter or otherwise shall not act as any prohibition to disclosure of the records of
1743 that remote seller or marketplace facilitator as otherwise provided in this chapter.

1744 G. A prospective lessee or purchaser of any business or business interest may inquire
1745 as to the obligation or tax status of any business upon presenting to the Commission a
1746 release of tax information request signed by the authorized agent of the business.

1747 H. All returns referred to in this chapter, and all data taken therefrom, shall be kept
1748 secure from public inspection, and from all private inspection.

1749 **4.16A.210 Violations.**

1750 A. A remote seller or marketplace facilitator that fails to file a sales tax return or remit
1751 sales tax when due, in addition to any other liability imposed by this code, shall pay to
1752 the Commission all costs incurred by the Commission to determine the amount of the
1753 remote seller's or marketplace facilitator's liability or to collect the sales tax, including,
1754 without limitation, reviewing and auditing the remote seller's or marketplace facilitator's
1755 business records, collection agency fees, and actual reasonable attorney's fees.

1756 B. A person who causes or permits a corporation of which the person is an officer or
1757 director, a limited liability company of which the person is a member or manager, or a
1758 partnership of which the person is a partner, to fail to collect sales tax or to remit sales
1759 tax to the Commission as required by this code shall be liable to the Commission for the
1760 amount that should have been collected or remitted, plus any applicable interest and
1761 penalty.

1762 C. Notwithstanding any other provision of law, and whether or not the Commission
1763 initiates an audit or other tax collection procedure, the Commission may bring a
1764 declaratory judgment action against a remote seller or marketplace facilitator believed to
1765 meet the criteria to establish that the obligation to remit sales tax is applicable and valid
1766 under local, state and federal law. The action shall be brought in the judicial district of
1767 the taxing jurisdiction.

1768 D. The Commission may cause a sales tax lien to be filed and recorded against all real
1769 and personal property of a remote seller or marketplace facilitator where the remote
1770 seller or marketplace facilitator has:

1771 1. Failed to file sales tax returns for two (2) consecutive filing periods as required
1772 by the code; or

1773 2. Failed within sixty (60) days of the end of the filing period from which taxes
1774 were due to either (a) remit all amounts due or (b) to enter into a secured payment
1775 agreement as provided in this code.

1776 E. Prior to filing a sales tax lien, the Commission shall cause a written notice of intent
1777 to file to be mailed to the last known address of the delinquent remote seller or
1778 marketplace facilitator.

1779 F. In addition to other remedies discussed in this code, the Commission may bring a
1780 civil action to:

1781 1. Enjoin a violation of this code. On application for injunctive relief and a finding of
1782 a violation or threatened violation, the Superior Court shall enjoin the violation.

1783 2. Collect delinquent sales tax, penalty, interest and costs of collection, either
1784 before or after estimating the amount of sales tax due.

1785 3. Foreclose a recorded sales tax lien as provided by law.

1786 G. All remedies hereunder are cumulative and are in addition to those existing at law or
1787 equity.

1788 **4.16A.220 Penalties for violations.**

1789 A. A buyer, remote seller, or marketplace facilitator who knowingly or negligently
1790 submits false information in a document filed with the Commission pursuant to this code
1791 is subject to a penalty of five hundred dollars (\$500).

1792 B. A remote seller or marketplace facilitator who knowingly or negligently falsifies or
1793 conceals information related to its business activities with the Commission or taxing
1794 jurisdiction is subject to a penalty of five hundred dollars (\$500).

1795 C. A person who knowingly or negligently provides false information when applying for
1796 a certificate of exemption is subject to a penalty of five hundred dollars (\$500).

1797 D. Any remote seller or marketplace facilitator who fails to file a return by the due date
1798 required under this chapter, regardless of whether any taxes were due for the reporting
1799 period for which the return was required, shall be subject to a penalty of twenty-five
1800 dollars (\$25) for the first sales tax return not timely filed. The filing of an incomplete
1801 return shall be treated as the filing of no return.

1802 E. A remote seller or marketplace facilitator who fails or refuses to produce requested
1803 records or to allow inspection of their books and records shall pay to the Commission a
1804 penalty equal to three (3) times any deficiency found or estimated by the Commission
1805 with a minimum penalty of five hundred dollars (\$500).

1806 F. A remote seller or marketplace facilitator who falsifies or misrepresents any record
1807 filed with the Commission is guilty of an infraction and subject to a penalty of five
1808 hundred dollars (\$500) per record.

1809 G. Misuse of an exemption card is a violation and subject to a penalty of fifty dollars
1810 (\$50) per incident of misuse.

1811 H. Nothing in this chapter shall be construed as preventing the Commission from filing
1812 and maintaining an action at law to recover any taxes, penalties, interest and/or fees
1813 due from a remote seller or marketplace facilitator. The Commission may also recover
1814 attorney's fees in any action against a delinquent remote seller or marketplace facilitator.

1815 **4.16A.230 Sellers with a physical presence in the taxing jurisdiction.**

1816 A. Sellers with a physical presence in a taxing jurisdiction and no remote or internet-
1817 based sales shall report, remit, and comply with standards, including audit authority, of
1818 the taxing jurisdiction.

1819 B. Sellers with a physical presence in a taxing jurisdiction that also have remote or
1820 internet-based sales where the point of delivery is in a different taxing jurisdiction shall:

- 1821 1. Report and remit the remote or internet sales to the Commission; and
- 1822 2. Report and remit the in-store sales to the taxing jurisdiction.
- 1823 C. Sellers with a physical presence in a taxing jurisdiction that also have remote or
1824 internet-based sales where the point of delivery is in the same taxing jurisdiction shall
1825 report and remit those remote sales to the taxing jurisdiction.
- 1826 D. Sellers and marketplace facilitators that do not have a physical presence in a taxing
1827 jurisdiction must report and remit all remote sales to the Commission.
- 1828 E. For all purchases the tax rate added to the sales price shall be as provided in the
1829 taxing jurisdiction's sales tax code, based on point of delivery.
- 1830 F. A marketplace facilitator is considered the remote seller for each sale facilitated
1831 through its marketplace and shall collect, report, and remit sales tax to the Commission.
- 1832 G. Unless the taxing jurisdiction provides otherwise in its sales tax code, the following
1833 marketplace facilitators shall report and remit to, and comply with the standards of,
1834 including audit authority, the taxing jurisdiction:
- 1835 1. Delivery network companies that deliver tangible personal property on behalf of
1836 a marketplace seller that is engaged in business in a taxing jurisdiction;
- 1837 2. Accommodations intermediaries that facilitate the rental of transient lodging
1838 accommodations; and
- 1839 3. Marketplaces that facilitate or perform travel agency services.

1840 **4.16A.240 Remittance of tax – Remote seller held harmless.**

- 1841 A. Any remote seller or marketplace facilitator that collects and remits sales tax to the
1842 Commission as provided by law may use an electronic database of state addresses that
1843 is certified by the Commission pursuant to subsection C of this section to determine the
1844 jurisdictions to which tax is owed.

B. Any remote seller or marketplace facilitator that uses the data contained in an electronic database certified by the Commission pursuant to subsection C of this section to determine the jurisdictions to which tax is owed shall be held harmless for any tax, charge, or fee liability to any taxing jurisdiction that otherwise would be due solely as a result of an error or omission in the database.

C. Any electronic database provider may apply to the Commission to be certified for use by remote sellers or marketplace facilitators pursuant to this section. Such certification shall be valid for three (3) years. In order to be certified, an electronic database provider shall have a database that satisfies the following criteria:

1. The database shall designate each address in the state, including, to the extent practicable, any multiple postal address applicable to one (1) location and the taxing jurisdictions that have the authority to impose a tax on purchases made by purchasers at each address in the state.

2. The information contained in the electronic database shall be updated as necessary and maintained in an accurate condition. In order to keep the database accurate, the database provider shall provide a convenient method for taxing jurisdictions that may be affected by the use of the database to inform the provider of apparent errors in the database. The provider shall have a process in place to promptly correct any errors brought to the provider's attention.

4.16A.250 Definitions.

Adoption of definitions does not compel an individual municipality to exempt certain defined items. Each municipality should specifically adopt definitions necessary for consistency to implement both brick-and-mortar sales tax code and provisions related to remote sellers or marketplace facilitators. For definitions that have no applicability to brick-and-mortar sales tax code, municipality may choose either to include definitions in the definitions section of the general sales tax ordinance (BMC 4.16.010) or adopt the common definitions by reference.

1872 "Accommodation" means any room or rooms, lodgings, or accommodations in any hotel,
1873 motel, inn, tourist camp, tourist cabin, camping grounds, club, short-term rental, or any
1874 other place in which rooms, accommodations, space, or accommodations are furnished
1875 to transients for a consideration and upon which an accommodations tax or sales tax is
1876 imposed.

1877 "Accommodation fee" means the room charge less the discount room charge, if any,
1878 provided that the accommodations fee shall not be less than \$0.

1879 "Accommodations intermediary" means any person other than an accommodations
1880 provider that (i) facilitates the sale of an accommodation, and (ii) either (a) charges a
1881 room charge to the customer, and charges an accommodations fee to the customer,
1882 which fee it retains as compensation for facilitating the sale; (b) collects a room charge
1883 from the customer; or (c) charges a fee, other than an accommodations fee, to the
1884 customer, which fee it retains as compensation for facilitating the sale. For purposes of
1885 this definition, "facilitates the sale" includes brokering, coordinating, or in any other way
1886 arranging for the purchase of the right to use accommodations via a transaction directly,
1887 including via one or more payment processors, between a customer and an
1888 accommodations provider.

1889 "Accommodations provider" means a person who owns, operates or controls any facility
1890 or structure in which there is rented or offered for rent accommodations, the rent for
1891 which is taxable under an accommodations tax or sales tax.

1892 "Advertising" means services rendered to promote a product, service, idea, concept,
1893 issue, or the image of a person, including services rendered to design and produce
1894 advertising materials prior to the acceptance of the advertising materials for
1895 reproduction or publication, including research; design; layout; preliminary and final art
1896 preparation; creative consultation, coordination, direction, and supervision; script and
1897 copywriting; editing; and account management services.

1898 "Aircraft charter service" means an air carrier operation that requires the customer to
1899 hire an entire aircraft rather than book passage in whatever capacity is available on a
1900 scheduled trip.

1901 "Alcoholic beverages" means beverages that are suitable for human consumption and
1902 contain one-half of one (1/2) percent or more of alcohol by volume.

1903 "Arts and crafts" mean articles produced individually by artistic or craft skill such as
1904 painting, sculpture, pottery, jewelry or similar articles.

1905 "ATV" or "off-highway vehicle" means a vehicle designed or adapted for cross-country
1906 operation over unimproved terrain, ice or snow, and which has been declared by its
1907 owner at the time of registration and determined by the department to be unsuitable for
1908 general highway use, although the vehicle may make incidental use of a highway as
1909 provided in this title; it does not include implements of husbandry and special mobile
1910 equipment.

1911 "Authentic Native artwork" means any product which is Alaska Native handcrafted and is
1912 not made by machine. "Alaska Native handcrafted" means the skillful and expert use of
1913 the hands in making products solely by Alaska Natives within the United States, including
1914 the use of findings, hand tools and equipment for buffing, polishing, grinding, drilling or
1915 sewing. "Made by machine" means the producing or reproducing of a product in mass
1916 production by mechanically stamping, casting, blanking or weaving.

1917 "Bank services" or "financial services" means deposit account services, loan transaction
1918 fees, transactions relating to the sale or exchange of currency or securities, transactions
1919 for conversion of negotiable instruments, safe deposit services, escrow collection
1920 services, late fees, overdraft fees, and interest charged on past due accounts.

1921 "Boat" means a vessel used or capable of being used as a means of transportation on
1922 the water.

1923 "Buyer or purchaser" means a person to whom a sale of property or product is made or
1924 to whom a service is furnished.

1925 "Child care" means a regular service of care and education provided for compensation
1926 for any part of a day less than twenty-four (24) hours to a child or children under
1927 sixteen (16) years of age whose parents work outside the home, attend an educational
1928 program or are otherwise unable to care for their children.

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1929 "Church" means a fellowship of believers, congregation, society, corporation, convention,
1930 or association that is formed primarily or exclusively for religious purposes and that is
1931 not formed for the private profit of any person.

1932 "Clothing and related products" means all human wearing apparel suitable for general
1933 use. Clothing includes: aprons, household and shop; athletic supporters; baby receiving
1934 blankets; bathing suits and caps; beach capes and coats; belts and suspenders; boots;
1935 coats and jackets; costumes; children and adult diapers, including disposable; ear muffs;
1936 footlets; formal wear; garters and garter belts; girdles; gloves and mittens for general
1937 use; hats and caps; hosiery; insoles for shoes; lab coats; neckties; overshoes;
1938 pantyhose; rainwear; rubber pants; sandals; scarves; shoes and shoe laces; slippers;
1939 sneakers; socks and stockings; steel-toed boots; underwear; uniforms, athletic and
1940 nonathletic; and wedding apparel.

1941 "Commercial airline tickets" means any card, pass, certificate, or paper, electronic or
1942 otherwise, providing or intending to provide for the carriage or transportation of any
1943 person or persons upon any airline.

1944 "Commission" means the Alaska Remote Sellers Sales Tax Commission established by
1945 agreement between local government taxing jurisdictions within Alaska and delegated
1946 tax collection authority.

1947 "Common carrier" means an individual or a company which is in the regular business of
1948 transporting freight for hire. This is distinguished from a private carrier which transports
1949 its own goods and equipment and makes deliveries of goods sold to its customers.

1950 "Construction materials" means an item of tangible personal property that is used to
1951 construct or renovate a building, a structure, or an improvement on land and that
1952 typically loses its separate identity as personal property once incorporated into the real
1953 property. "Construction material" includes building materials, building systems
1954 equipment, landscaping materials, and supplies.

1955 "Construction services" means all labor and services provided in connection with the
1956 construction, alteration, repair, demolition, reconstruction, or other improvements to real
1957 property.

1958 "Crop production" means purchases of seed, plants, fertilizer, pesticides, fungicides, and
1959 other tangible personal property and agricultural machinery, tools, and equipment to be
1960 directly used in the production of food or commodities that are sold either for human
1961 consumption or for further food or commodity production. The phrase "directly used"
1962 means that the property must be integral and essential to the crop production process.

1963 "Disabled veteran" means a disabled person:

1964 1. Separated from the military service of the United States under a condition that is
1965 not dishonorable who is a resident of the state, whose disability was incurred or
1966 aggravated in the line of duty in the military service of the United States, and whose
1967 disability has been rated as fifty (50) percent or more by the branch of service in
1968 which that person served or by the United States Department of Veterans Affairs; or

1969 2. Who served in the Alaska Territorial Guard, who is a resident of the state, whose
1970 disability was incurred or aggravated in the line of duty while serving in the Alaska
1971 Territorial Guard, and whose disability has been rated as fifty (50) percent or more.

1972 "Discount room charge" means the full amount charged by the accommodations provider
1973 to the accommodations intermediary, or an affiliate thereof, for furnishing the
1974 accommodations.

1975 "Drug" means a compound, substance or preparation, and any component of a
1976 compound, substance or preparation, other than "food and food ingredients," "dietary
1977 supplements" or "alcoholic beverages":

1978 1. Recognized in the official United States Pharmacopoeia, official Homeopathic
1979 Pharmacopoeia of the United States, or official National Formulary, and supplement
1980 to any of them; or

1981 2. Intended for use in the diagnosis, cure, mitigation, treatment, or prevention of
1982 disease; or

1983 3. Intended to affect the structure or any function of the body.

1984 "Drugs for animal use" means:

1985 1. A drug for animal use recognized in the official United States Pharmacopoeia or
1986 National Formulary of the United States;

1987 2. A drug intended for use in the diagnosis, cure, mitigation, treatment, or
1988 prevention of disease in animals;

1989 3. A drug, other than feed, medicated feed, or a growth promoting implant
1990 intended to affect the structure or function of the body of an animal; or

1991 4. A drug intended for use as a component of a drug in subsection (1), (2) or (3) of
1992 this definition.

1993 "Dues, membership and subscription" means monies paid for the purpose of
1994 membership, or qualifying or becoming eligible for goods or services, or discounts to
1995 goods or services.

1996 "Durable medical equipment" means equipment including repair and replacement parts
1997 for same, but does not include "mobility enhancing equipment," which:

1998 1. Can withstand repeated use; and

1999 2. Is primarily and customarily used to serve a medical purpose; and

2000 3. Generally is not useful to a person in the absence of illness or injury; and

2001 4. Is not worn in or on the body.

2002 "Delivered electronically" means delivered to the purchaser by means other than tangible
2003 storage media.

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- 2004 "Electronic" means relating to technology having electrical, digital, magnetic, wireless,
2005 optical, electromagnetic, or similar capabilities.
- 2006 "Entity-based exemption" means an exemption based on who purchases the product or
2007 who sells the product. An exemption that is available to all individuals shall not be
2008 considered an entity-based exemption.
- 2009 "Farming supplies" means animal food, seed, plants, fertilizers and other consumables
2010 used in an agriculture or mariculture business that sells its harvested grains, produce,
2011 meats, animal products or other farm production.
- 2012 "Food" means any food or food product for home consumption except alcoholic
2013 beverages, tobacco, and prepared food. Food or food products includes property,
2014 whether in liquid, concentrated, solid, frozen, dried, or dehydrated form, that are sold
2015 for ingestion or chewing by humans and are consumed for their taste or nutritional
2016 value.
- 2017 "Food stamps" means obligations of the United States government issued or transferred
2018 by means of food coupons or food stamps to enable the purchase of food for the eligible
2019 household.
- 2020 "Funeral fees" means those services normally performed and merchandise normally
2021 provided by funeral establishments, including the sale of burial supplies and equipment,
2022 but excluding the sale by a cemetery of lands or interests therein, services incidental
2023 thereto, markers, memorials, monuments, equipment, crypts, niches, or vaults.
- 2024 "Gaming" means any game defined in AS [05.15.690](#), as amended or renumbered.
- 2025 "Gasoline, heating fuels and other consumable fuels" means refined petroleum and
2026 petroleum-based products used for internal combustion engines and as the primary
2027 source for residential heating or domestic hot water. This may also include other types
2028 of fossil fuels as well as fuel sources that are renewable.
- 2029 "Goods for resale" means:

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2030 1. The sale of goods by a manufacturer, wholesaler or distributor to a retail vendor;
2031 sales to a wholesale or retail dealer who deals in the property sold, for the purpose
2032 of resale by the dealer.

2033 2. Sales of personal property as raw material to a person engaged in manufacturing
2034 components for sale, where the property sold is consumed in the manufacturing
2035 process of, or becomes an ingredient or component part of, a product manufactured
2036 for sale by the manufacturer.

2037 3. Sale of personal property as construction material to a licensed building
2038 contractor where the property sold becomes part of the permanent structure.

2039 "Government" means the federal government and any agency or instrumentality thereof;
2040 any state and any agency or instrumentality thereof; any local government within a
2041 state, and any unit, agency, or instrumentality of such local government; any tribal
2042 government; any other governmental instrumentality.

2043 "Handling," "crating," or "packing" means charges by the seller of personal property or
2044 services for preparation and delivery to a location designated by the purchaser including,
2045 but not limited to, transportation, shipping, postage, handling, crating, and packing.

2046 "Insurance" means a contract whereby one undertakes to indemnify another or pay or
2047 provide a specified or determinable amount or benefit upon determinable contingencies.

2048 "Internet service" means a service that enables users to access proprietary and other
2049 content, information, electronic mail, and the internet as part of a package of services
2050 sold to end-user subscribers.

2051 "Lease" or "rental" means any transfer of possession or control of tangible personal
2052 property or real property for a fixed or indeterminate term for consideration. A lease or
2053 rental may include future options to purchase or extend.

2054 "Loan" means an extension of credit resulting from direct or indirect negotiations
2055 between a lender and a debtor.

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2056 "Lobbying" means the practice of promoting or opposing the introduction or enactment
2057 of legislation before the legislature or legislators and the practice of promoting or
2058 opposing official action of any public official or the legislature.

2059 "Long-term vehicle lease" means a lease of a motor vehicle, as defined in this section,
2060 for a period of twenty-four (24) months or longer.

2061 "Manufacturing components" means sales of personal property as raw material to a
2062 person engaged in manufacturing for sale, where the property sold is consumed in the
2063 manufacturing process of or becomes an ingredient or component part of a product
2064 manufactured for sale by the manufacturer.

2065 "Marijuana accessories" means any equipment, products, or materials of any kind which
2066 are used, intended for use, or designed for use in planting, propagating, cultivating,
2067 growing, harvesting, composting, manufacturing, compounding, converting, producing,
2068 processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or
2069 containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into
2070 the human body.

2071 "Marketplace" means a physical or electronic place, platform, or forum, including a store,
2072 booth, internet website, catalog or dedicated sales software application, where products
2073 or services are offered for sale or rental.

2074 "Marketplace facilitator" means a person that contracts with remote sellers to facilitate
2075 for consideration, regardless of whether deducted as fees from the transaction, the sale
2076 or rental of the remote seller's property, product, or services through a physical or
2077 electronic marketplace operated by the person, and engages:

2078 1. Directly or indirectly, through one (1) or more affiliated persons in any of the
2079 following:

2080 a. Transmitting or otherwise communicating the offer or acceptance between
2081 the buyer and remote seller;

- 2082 b. Owning or operating the infrastructure, electronic or physical, or technology
2083 that brings buyers and remote sellers together;
- 2084 c. Providing a virtual currency that buyers are allowed or required to use to
2085 purchase products from the remote seller; or
- 2086 d. Software development or research and development activities related to any
2087 of the activities described in subsection (2) of this definition, if such activities are
2088 directly related to a physical or electronic marketplace operated by the person or
2089 an affiliated person; and
- 2090 2. In any of the following activities with respect to the seller's products:
- 2091 a. Payment processing services;
- 2092 b. Fulfillment or storage services;
- 2093 c. Listing products for sale;
- 2094 d. Setting prices;
- 2095 e. Branding sales as those of the marketplace facilitator;
- 2096 f. Order taking;
- 2097 g. Advertising or promotion; or
- 2098 h. Providing customer service or accepting or assisting with returns or
2099 exchanges.
- 2100 "Marketplace seller" means a person that makes retail sales through any physical or
2101 electronic marketplace that is operated by a marketplace facilitator.
- 2102 "Medical equipment and supplies, and prescriptions" means all medicines, medical goods
2103 or equipment prescribed by a health care provider licensed to practice in Alaska or any
2104 other state in the United States.

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2105 "Medical services" means those professional services rendered by persons duly licensed
2106 under the laws of this state to practice medicine, surgery, chiropractic, podiatry,
2107 dentistry, and other professional services rendered by a licensed midwife, certified
2108 registered nurse practitioners, and psychiatric and mental health nurse clinical
2109 specialists, and appliances, drugs, medicines, supplies, and nursing care necessary in
2110 connection with the services, or the expense indemnity for the services, appliances,
2111 drugs, medicines, supplies, and care, as may be specified in any nonprofit medical
2112 service plan. "Medical services" include hospital services.

2113 "Member" means a taxing jurisdiction that is a signatory of the Alaska Remote Sales Tax
2114 Intergovernmental Agreement, thereby members of the Commission, and who have
2115 adopted the Remote Seller Sales Tax Code.

2116 "Mobility enhancing equipment" means equipment including repair and replacement
2117 parts to same, but does not include "durable medical equipment," which:

2118 1. Is primarily and customarily used to provide or increase the ability to move from
2119 one (1) place to another and which is appropriate for use either in a home or a
2120 motor vehicle; and

2121 2. Is not generally used by persons with normal mobility; and

2122 3. Does not include any motor vehicle or equipment on a motor vehicle normally
2123 provided by a motor vehicle manufacturer.

2124 "Monthly" means occurring once per calendar month.

2125 "Motor vehicle" means a motor vehicle, as defined in AS [28.90.990\(17\)](#), that is either
2126 required to be registered under AS [28.10.011](#), or is exempted from registration under AS
2127 [28.10.011\(6\)](#) and [\(11\)](#). However, "motor vehicle" does not include either an "off-
2128 highway vehicle" as defined in [13 AAC 40.010\(a\)\(30\)](#) or a "snowmobile" as defined in [13](#)
2129 [AAC 40.010\(a\)\(49\)](#). "Motor vehicle" includes parts for a motor vehicle.

2130 "Newspaper" means a publication of general circulation bearing a title, issued regularly
2131 at stated intervals at a minimum of not more than two (2) weeks, and formed of printed

2132 paper sheets without substantial binding. It must be of general interest, containing
2133 information of current events. The word does not include publications devoted solely to
2134 a specialized field. It shall include school newspapers, regardless of the frequency of the
2135 publication, where such newspapers are distributed regularly to a paid subscription list.

2136 "Nonprofit organization" means a business that has been granted tax-exempt status by
2137 the Internal Revenue Service (IRS); means an association, corporation, or other
2138 organization where no part of the net earnings of the organization inures to the benefit
2139 of any member, shareholder, or other individual, as certified by registration with the IRS.

2140 "Over the counter drug" means a drug that contains a label that identifies the product as
2141 a drug as required by 21 C.F.R. § 201.66. The "over-the-counter-drug" label includes:

- 2142 1. A "Drug Facts" panel; or
2143 2. A statement of the "active ingredient(s)" with a list of those ingredients
2144 contained in the compound, substance or preparation.

2145 "Periodical" means any bound publication other than a newspaper that appears at stated
2146 intervals, each issue of which contains news or information of general interest to the
2147 public, or to some particular organization or group of persons. Each issue must bear a
2148 relationship to prior or subsequent issues with respect to continuity of literary character
2149 or similarity of subject matter, and sufficiently similar in style and format to make it
2150 evident that it is one (1) of a series.

2151 "Person" means an individual, trust, estate, fiduciary, partnership, limited liability
2152 company, limited liability partnership, corporation, or any other legal entity.

2153 "Physical presence" means a seller who establishes any one (1) or more of the following
2154 within a local taxing jurisdiction:

- 2155 1. Has any office, distribution or sales house, warehouse, storefront, or any other
2156 place of business within the boundaries of the local taxing jurisdiction;
2157 2. Solicits business or receives orders through any employee, agent, salesman, or
2158 other representative within the boundaries of the local taxing jurisdiction or engages

2159 in activities in this state that are significantly associated with the seller's ability to
2160 establish or maintain a market for its products in this state;

2161 3. Provides services or holds inventory within the boundaries of the local taxing
2162 jurisdiction;

2163 4. Rents or leases property located within the boundaries of the local taxing
2164 jurisdiction. A seller that establishes a physical presence within the local taxing
2165 jurisdiction in any calendar year will be deemed to have a physical presence within
2166 the local taxing jurisdiction for the following calendar year.

2167 "Point of delivery" means the location at which property or a product is delivered, service
2168 is rendered, or accommodation is physically located.

2169 1. When the product is not received or paid for by the purchaser at a business
2170 location of a remote seller in a taxing jurisdiction, the sale is considered delivered to
2171 the location where receipt by the purchaser (or the purchaser's recipient, designated
2172 as such by the purchaser) occurs, including the location indicated by instructions for
2173 delivery as supplied by the purchaser (or recipient) and as known to the seller.

2174 2. When the product is received or paid for by a purchaser who is physically
2175 present at a business location of a remote seller in a taxing jurisdiction the sale is
2176 considered to have been made in the taxing jurisdiction where the purchaser is
2177 present even if delivery of the product takes place in another taxing jurisdiction.
2178 Such sales are reported and tax remitted directly to the taxing jurisdiction, not to the
2179 Commission.

2180 3. When the service is not received by the purchaser at a business location of a
2181 remote seller, the service is considered delivered to the location where the purchaser
2182 receives the service.

2183 4. For accommodations rentals, the point of delivery is the physical location of the
2184 accommodation.

2185 5. For products transferred electronically, or other sales where the remote seller or
2186 marketplace facilitator lacks a delivery address for the purchaser, the remote seller
2187 or marketplace facilitator shall consider the point of delivery of the sale to be the
2188 billing address of the buyer.

2189 "Precious gems and metals" means any mineral, including but not limited to gold, silver,
2190 platinum and palladium, and any gem that is valued for its character, rarity, beauty or
2191 quality, including diamonds, rubies, emeralds, sapphire, opals, pearls or any other such
2192 precious gems or stones that has been put through a process of refining and is in such a
2193 state or condition that its value depends upon its precious metal content (such as an
2194 ingot or bar) and not its form (such as jewelry or artwork).

2195 "Prepared food" means:

2196 1. Food sold in a heated state or heated by the seller;

2197 2. Two (2) or more food ingredients mixed or combined by the seller for sale as a
2198 single item; or

2199 3. Food sold with eating utensils provided by the seller, including plates, knives,
2200 forks, spoons, glasses, cups, napkins, or straws. A plate does not include a container
2201 or packaging used to transport the food.

2202 "Prepared food" in subsection (2) of this definition does not include food that is only cut,
2203 repackaged, or pasteurized by the seller, and eggs, fish, meat, poultry, and foods
2204 containing these raw animal foods requiring cooking by the consumer as recommended
2205 by the Food and Drug Administration in Chapter 3, Part 401.11 of its Food Code so as to
2206 prevent foodborne illnesses.

2207 "Prewritten computer software" means "computer software," including prewritten
2208 upgrades, which is not designed and developed by the author or other creator to the
2209 specifications of a specific purchaser. The combining of two (2) or more "prewritten
2210 computer software" programs or prewritten portions thereof does not cause the
2211 combination to be other than "prewritten computer software." "Prewritten computer
2212 software" includes software designed and developed by the author or other creator to

2213 the specifications of a specific purchaser when it is sold to a person other than the
2214 specific purchaser. Where a person modifies or enhances "computer software" of which
2215 the person is not the author or creator, the person shall be deemed to be the author or
2216 creator only of such person's modifications or enhancements. "Prewritten computer
2217 software" or a prewritten portion thereof that is modified or enhanced to any degree,
2218 where such modification or enhancement is designed and developed to the specifications
2219 of a specific purchaser, remains "prewritten computer software"; provided, however,
2220 that where there is a reasonable, separately stated charge or an invoice or other
2221 statement of the price given to the purchaser for such modification or enhancement,
2222 such modification or enhancement shall not constitute "prewritten computer software."

2223 "Printing services" means those activities relating to the work of the printing, publishing
2224 or graphic arts industries and shall include any mechanical process whereby ink is
2225 transferred to paper or other materials.

2226 "Product-based exemptions" means an exemption based on the description of the
2227 product and not based on who purchases the product or how the purchaser intends to
2228 use the product.

2229 "Professional services" means services performed by architects, attorneys-at-law,
2230 certified public accountants, dentists, engineers, land surveyors, surgeons, veterinarians,
2231 and practitioners of the healing arts (the arts and sciences dealing with the prevention,
2232 diagnosis, treatment and cure or alleviation of human physical or mental ailments,
2233 conditions, diseases, pain or infirmities) and such occupations that require a professional
2234 license under the Alaska Statutes.

2235 "Property" and "product" mean both tangible property, an item that can be seen,
2236 weighed, measured, felt, or touched, or that is in any other manner perceptible to the
2237 senses; and intangible property, anything that is not physical in nature (i.e., intellectual
2238 property, brand recognition, goodwill, trade, copyright and patents).

2239 "Prosthetic device" means replacement, corrective, or supportive device including repair
2240 and replacement parts for same worn on or in the body to:

- 2241 1. Artificially replace a missing portion of the body;
- 2242 2. Prevent or correct physical deformity or malfunction; or
- 2243 3. Support a weak or deformed portion of the body.
- 2244 "Quarter" means trimonthly periods of a calendar year; January – March, April – June,
2245 July – September, and October – December.
- 2246 "Raw seafood" means uncooked marine and estuarine fauna or flora used as food or of a
2247 kind suitable for food and specifically includes, but is not limited to, shrimp taken for
2248 bait.
- 2249 "Receive" or "receipt" means:
- 2250 1. Taking possession of property;
- 2251 2. Making first use of services;
- 2252 3. Taking possession or making first use of digital goods, whichever comes first.
- 2253 The terms "receive" and "receipt" do not include temporary possession by a shipping
2254 company on behalf of the purchaser.
- 2255 "Remote sales" means sales of goods or services by a remote seller or marketplace
2256 facilitator.
- 2257 "Remote seller" means a seller or marketplace facilitator making sales of goods or
2258 services delivered within the state of Alaska, without having a physical presence in a
2259 taxing jurisdiction, or conducting business between taxing jurisdictions, when sales are
2260 made by internet, mail order, phone or other remote means. A marketplace facilitator
2261 shall be considered the remote seller for each sale facilitated through its marketplace.
- 2262 "Resale of services" means sales of intermediate services to a business the charge for
2263 which will be passed directly by that business to a specific buyer.
- 2264 "Retail car rental" means renting a rental car to a consumer. "Rental car" means a
2265 passenger car, that is used solely by a rental car business for rental to others, without a
- City of Bethel, Alaska

2266 driver provided by the rental car business, for periods of not more than thirty (30)
2267 consecutive days. "Rental car" does not include:

2268 1. Vehicles rented or loaned to customers by automotive repair businesses while
2269 the customer's vehicle is under repair;

2270 2. Vehicles licensed and operated as taxicabs.

2271 "Room charge" means the entire amount charged to the transient to secure the right to
2272 use or possess any accommodation that is subject to an accommodations tax or sales
2273 tax, including any mandatory fees or charges by an accommodations intermediary.

2274 "Sale" or "retail sale" means any transfer of property or product or any provision of
2275 service(s) for consideration for any purpose other than for resale. A transfer includes a
2276 lease or rental.

2277 "Sales or purchase price" means the total amount of consideration, including cash,
2278 credit, property, products, and services, for which property, products, or services are
2279 sold, leased, or rented, valued in money, whether received in money or otherwise,
2280 without any deduction for the following:

2281 1. The seller's cost of the property or product sold;

2282 2. The cost of materials used, labor or service cost, interest, losses, all costs of
2283 transportation to the seller, all taxes imposed on the seller, and any other expense
2284 of the seller;

2285 3. Charges by the seller for any services necessary to complete the sale, other than
2286 delivery and installation charges;

2287 4. Delivery charges;

2288 5. Installation charges; and

2289 6. Credit for any trade-in, as determined by state law.

2290 "Sales-type lease" means, at lease commencement, (1) the lease transfers ownership of
2291 the underlying property, goods, or services to the lessee by the end of the lease term;
2292 (2) the lease grants the lessee an option to purchase the underlying property, goods, or
2293 services that the lessee is reasonably certain to exercise; (3) the lease term is for the
2294 major part of the remaining economic life of the underlying property, goods, or services.
2295 However, if the commencement date falls at or near the end of the economic life of the
2296 underlying property, goods, or services, this criterion shall not be used for purposes of
2297 classifying the lease; (4) the present value of the sum of the lease payments and any
2298 residual value guaranteed by the lessee that is not already reflected in the lease
2299 payments equals or exceeds substantially all of the fair value of the underlying property,
2300 goods, or services; (5) the underlying property, goods, or services is of such a
2301 specialized nature that it is expected to have no alternative use to the lessor at the end
2302 of the lease term.

2303 "School materials" means items commonly used by a student in a course of study.

2304 "School materials" includes the following items: binders; book bags; calculators;
2305 cellophane tape; blackboard chalk; compasses; composition books; crayons; erasers;
2306 folders, expandable, pocket, plastic, and manila; glue, paste, and paste sticks;
2307 highlighters; index cards; index card boxes; legal pads; lunch boxes; markers;
2308 notebooks; paper, loose-leaf ruled notebook paper, copy paper, graph paper, tracing
2309 paper, manila paper, colored paper, poster board, and construction paper; pencil boxes
2310 and other school supply boxes; pencil sharpeners; pencils; pens; protractors; rulers;
2311 scissors; and writing tablets. "School materials" does not include any item purchased for
2312 use in a trade or business.

2313 "School meals" includes breakfasts, lunches, or the serving of foods or beverages, or
2314 both, or any combination thereof, served by a school cafeteria or a school lunchroom.

2315 "School transportation" means transportation of students to and from schools in motor
2316 or other vehicles.

2317 "Seller" means a person making sales of property, products or services, or a marketplace
2318 facilitator facilitating sales or acting on behalf of a seller.

2319 "Senior citizen" means any individual defined by a taxing jurisdiction as qualifying for an
2320 age-based exemption from sales tax.

2321 "Services" means all services of every manner and description, which are performed or
2322 furnished for compensation, and delivered electronically or otherwise outside the taxing
2323 jurisdiction (but excluding any that are rendered physically within the taxing jurisdiction,
2324 including but not limited to:

2325 1. Professional services;

2326 2. Services in which a sale of property or product may be involved, including
2327 property or products made to order;

2328 3. Utilities and utility services not constituting a sale of property or products,
2329 including but not limited to sewer, water, solid waste collection or disposal,
2330 electrical, telephone services and repair, natural gas, cable or satellite television, and
2331 Internet services;

2332 4. The sale of transportation services;

2333 5. Services rendered for compensation by any person who furnishes any such
2334 services in the course of their trade, business, or occupation, including all services
2335 rendered for commission;

2336 6. Advertising, maintenance, recreation, amusement, and craftsman services.

2337 "Smoked fish" means a freshwater or saltwater finfish that is prepared by treating it with
2338 salt (sodium chloride) and subjecting it to the direct action of the smoke from burning
2339 wood, wood sawdust, or similar burning material or from liquid smoke flavoring applied
2340 to the surface in a gaseous, liquid, or vaporized state with or without heat.

2341 "Snowmobile" means a motor vehicle designed to travel over ice or snow, and supported
2342 in part by skis, belts, cleats, or low-pressure tires.

2343 "Software downloads" means software, applications, services and other digital
2344 programming for computers, tablets, smartphones and other electronic devices. This

2345 includes online subscriptions or purchases of news services, publications, audio books
2346 and other similar electronic versions of printed materials.

2347 "Software maintenance contracts" means a contract that obligates a vendor of computer
2348 software to provide a customer with future updates or upgrades to computer software,
2349 support services with respect to computer software or both. A "mandatory computer
2350 software maintenance contract" is a computer software maintenance contract that the
2351 customer is obligated by contract to purchase as a condition to the retail sale of
2352 computer software. An "optional computer maintenance contract" is a computer
2353 software maintenance contract that a customer is not obligated to purchase as a
2354 condition to the retail sale of computer software.

2355 "Specified digital products" means electronically transferred:

- 2356 1. Digital audio works;
2357 2. Digital audiovisual works; or
2358 3. Digital books.

2359 "Streaming services" means digital content provided online for on-demand consumption
2360 rather than downloadable consumption. This typically includes, but is not limited to,
2361 video and audio files.

2362 "Tax cap" means a maximum taxable transaction.

2363 "Tax free days" means a duration of time in which persons who purchase goods or
2364 services are exempt from the sales tax of the taxing jurisdiction.

2365 "Taxing jurisdiction" means a local government in Alaska that has a sales tax and is a
2366 member of the Alaska Remote Sellers Sales Tax Commission.

2367 "Telephone service" means the providing by any person of access to a telephone
2368 network, telephone network switching service, toll service, or coin telephone services, or
2369 the providing of telephonic, video, data, or similar communication or transmission for

2370 hire, via a telephone network, toll line or channel, cable, microwave, or similar
2371 communication or transmission system.

2372 "Ticket admission" means the paid right or privilege to enter into or use a place or
2373 location.

2374 "Title insurance premium" means and includes premium, examination fees, settlement
2375 fees, closing fees, and every other charge, whether denominated premium or otherwise,
2376 made by a title insurance company, agent of a title insurance company or an approved
2377 attorney of a title insurance company, or any of them, to an insured or to an applicant
2378 for insurance, for any policy or contract for the issuance of, or an application for any
2379 class or kind of, title insurance.

2380 "Tobacco" means cigarettes, cigars, chewing or pipe tobacco, or any other item that
2381 contains tobacco.

2382 "Transferred electronically" means obtained by the purchaser by means other than
2383 tangible storage media.

2384 "Transient" means the person purchasing the right to use or occupy an accommodation
2385 for thirty (30) days or less.

2386 "Transportation services" means the transportation of individuals for hire.

2387 "Travel agency" means a person or organization who represents, directly or indirectly,
2388 that the person or organization is offering or undertaking by any means or method, to
2389 provide travel services for a fee, commission, or other valuable consideration, direct or
2390 indirect.

2391 **Section 3. Continuation; Savings:** The re-enactment of Chapter 4.16A BMC is a
2392 continuation of the City's existing levy of sales tax on remote sales and is not the levy of
2393 a new tax. The repeal effected by this ordinance shall not affect: (a) any sales tax liability
2394 accrued, tax collected or required to be collected, or obligation incurred under the prior
2395 chapter; (b) any registration, filing, audit, assessment, estimate, protest, appeal, collection
2396 action, or other proceeding commenced or that could have been commenced under the
2397 prior chapter, all of which are preserved and may be continued and enforced; or (c) any
2398 penalty, interest, or fee accrued under the prior chapter. All such rights, obligations, and

Introduced by: City Manager Lori Strickler
Introduction Date: July 14, 2026
Public Hearing July 28, 2026
Action:
Vote:

proceedings shall be governed by the provisions of the prior chapter or the re-enacted chapter, as applicable to the period in which the liability or obligation arose.

SECTION 4. Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.

ENACTED THIS 28th DAY OF JULY 2026 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan, City Clerk

Introduced by: Lori Strickler, City Manager
Date: July 14, 2026
Action:
Vote:

CITY OF BETHEL

Resolution 26-08

ADOPTION OF THE CITY OF BETHEL LOCAL HAZARDS MITIGATION PLAN UPDATE, JULY 2026

WHEREAS, the City of Bethel recognizes the threat that local natural hazards pose to people and property;

WHEREAS, undertaking hazard mitigation projects before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars;

WHEREAS, an adopted Local Hazards Plan Update will be sent to the Alaska Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for their approval;

WHEREAS, the Alaska Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency have completed their review and awarded Approval Pending Adoption (APA) status to the City's Local Hazard Mitigation Plan Update of 2026;

NOW, THEREFORE, BE IT RESOLVED that the Bethel City Council, hereby adopts the City of Bethel Local Hazards Mitigation Plan Update, July 2026, as an official plan;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City of Bethel will submit the adopted Local Hazards Mitigation Plan Update, July 2026, to the Alaska Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency officials for final review and approval.

ENACTED THIS 14th DAY OF JULY 2026 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

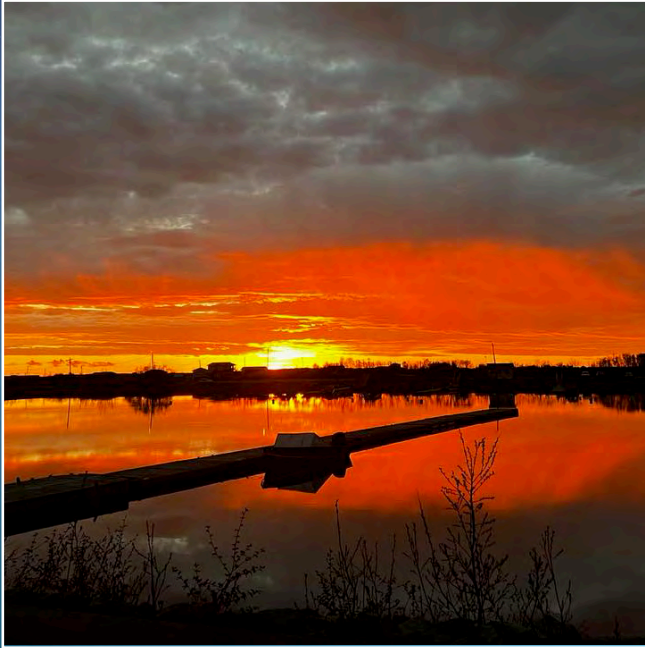
ATTEST:

Kevin Morgan, City Clerk

Rose Henderson, Mayor

City of Bethel

2026 Local Hazard Mitigation Plan



EXECUTIVE SUMMARY

Hazard mitigation planning is a process that helps communities reduce the impacts of disasters on people and places before a disaster occurs. It involves identifying hazards, understanding vulnerabilities, and developing long-term risk-reduction strategies. For nearly 25 years, hazard mitigation planning has been driven by a federal law, known as the Disaster Mitigation Act of 2000 (DMA 2000), which emphasizes the need for state, tribal, and local entities to closely coordinate hazard mitigation planning and implementation efforts. It also provides the legal basis for the Federal Emergency Management Agency (FEMA) to require state, tribal, and local entities to develop hazard mitigation plans to receive certain types of federal disaster assistance. These requirements are defined in FEMA's State and Local Mitigation Planning Policy Guides and the Tribal Mitigation Plan Review Guide.

To meet the requirements of the DMA 2000, the City of Bethel has updated its 2017 Local Hazard Mitigation Plan (LHMP). Hazards addressed in this plan include climate change, earthquake, erosion, flooding, hazardous materials, permafrost thaw, severe weather, technological/cyber threat, volcano, and wildfire.

The 2026 LHMP includes 19 mitigation actions that will help the City tackle the impacts from, and increase resilience to, natural and climate-related hazards. The actions and strategies identified in the plan were developed by members of the planning team; were previously identified in other City plans, programs, and studies; or have been highlighted as success stories and best management practices elsewhere. They include website improvement; emergency supplies; a storage facility; backup generators; domestic animal shelters; community resilience and climate adaptation plan; seismic restraints; a bottom scour risk assessment and structural improvement plan; a seawall tieback assessment; continued National Flood Insurance Program compliance; culvert and bridge installation and repair; hazardous materials mapping and abatement prioritization; identification of permafrost mitigation techniques; permafrost thaw risk and development planning; thermosyphons; severe weather emergency notification plan; cyber threat prevention, response strategy, and security policies; ash and smoke masks; and firefighting resource upgrades and training.

To ensure that the mitigation actions are implemented, and that the overall 2026 LHMP remains relevant, City of Bethel will administer a system to track disasters that have occurred; community assets that have been damaged; public outreach that has been conducted; mitigation actions that have been implemented (and mitigation goals that each action addresses); new and/or updated studies, reports, and maps that have been published; and changes that have made and/or that need to be made to the current or future LHMP. This process, along with a multi-department approach to planning integration and ongoing community engagement, will enable the City to effectively implement priority mitigation actions that will improve the City's health and wellness, community, and education and environment.

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LIST OF ACRONYMS AND ABBREVIATIONS

°F	degrees Fahrenheit
ADOT&PF	Alaska Department of Transportation and Public Facilities
AECOM	AECOM Technical Services, Inc.
BFK9	Bethel Friends of Canines
CO ₂	carbon dioxide
CFR	Code of Federal Regulations
DHS&EM	Division of Homeland Security and Emergency Management
DMA 2000	Disaster Mitigation Act of 2000
EHS	Extremely Hazardous Substance
EPA	U.S. Environmental Protection Agency
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
HMA	Hazard Mitigation Assistance
HMGP	Hazard Mitigation Grant Program
LHMP	Local Hazard Mitigation Plan
M	Magnitude
MMI	Modified Mercalli Intensity
mph	miles per hour
NASA	National Aeronautics and Space Administration
NFIP	National Flood Insurance Program
NOAA	National Oceanic and Atmospheric Administration
PCB	polychlorinated biphenyl
PFAS	per- and polyfluoroalkyl substances
U.S.	United States
USACE	U.S. Army Corps of Engineers
USGS	U.S. Geological Survey
UST	underground storage tank
WIFIA	Water Infrastructure Finance and Innovation Act of 2014

1.0 INTRODUCTION

1.1 HAZARD MITIGATION PLANNING

Hazard mitigation planning is a process that helps communities reduce the impacts of disasters on people and places before a disaster occurs. It involves identifying hazards, understanding vulnerabilities, and developing long-term risk-reduction strategies. For nearly 25 years, hazard mitigation planning has been driven by a federal law, known as the Disaster Mitigation Act of 2000 (DMA 2000), which emphasizes the need for state, tribal, and local entities to closely coordinate hazard mitigation planning and implementation efforts. It also provides the legal basis for the Federal Emergency Management Agency (FEMA) to require state, tribal, and local entities to develop hazard mitigation plans to receive certain types of federal disaster assistance. These requirements are defined in FEMA's State and Local Mitigation Planning Policy Guides and the Tribal Mitigation Plan Review Guide.

1.2 2026 LOCAL HAZARD MITIGATION PLAN SYNOPSIS

To meet the requirements of the DMA 2000, the City of Bethel has updated its 2017 Local Hazard Mitigation Plan (LHMP). Additional previous plans include the 2008 LHMP. Hazards addressed in this plan include climate change, earthquake, erosion, flooding, hazardous materials, permafrost thaw, severe weather, technological/cyber threat, volcano, and wildfire. The 2026 LHMP is organized to follow FEMA's 2025 Local Mitigation Plan Review Tool (Appendix A), which demonstrates how hazard mitigation plans meet the DMA 2000 regulations. As such, the specific planning elements of this review tool are discussed in their appropriate plan sections.

The 2026 LHMP structure has been updated to include the following sections:

- **Section 2, Planning Process**, provides an overview of the planning process, starting with a timeline. It identifies planning team members and describes their involvement with the planning process. This section also details stakeholder outreach and public involvement. In addition, it provides an overview of the existing plans and reports and how those documents were incorporated into the 2026 LHMP. Documentation that supports the planning process is provided in Appendix A.
- **Section 3, Community Description**, provides information about Bethel's location, geography, history, demographics, economy, and critical facilities. Supporting figures are provided in Appendix B.
- **Section 4, Risk Assessment**, describes each of the hazards addressed in this plan. Hazard figures are provided in Appendix B. This section also describes Bethel's vulnerability and impacts for each hazard.
- **Section 5, Mitigation Strategy**, provides a hazard-mitigation-specific capability assessment. It also describes mitigation goals, potential mitigation actions, and a finalized mitigation action plan. A detailed description of each mitigation action is provided in Appendix C.
- **Section 6, Plan Maintenance**, describes continued public participation and outlines how the plan will be implemented, integrated into other documents, and updated in 5 years. An Annual Review Tracker is in Appendix D.

- **Section 7, Plan Update**, describes the changes in development and priorities and provides an update on mitigation actions identified in the 2017 LHMP and how the 2017 LHMP was integrated into other planning documents
- **Section 8, Plan Adoption**, provides information about the formal adoption. The adoption resolution is provided in Appendix E.
- **Appendices** include Appendix A – Planning Process, Appendix B – Figures, Appendix C – Mitigation Strategy, Appendix D – Plan Maintenance, and Appendix E – Adoption Resolution.

2.0 PLANNING PROCESS

This section addresses Element A of the Local Mitigation Plan Regulation Checklist.

Regulation Checklist – 44 CFR 201.6 Local Mitigation Plans
Element A: Planning Process
A1. Does the Plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement §201.6(c)(1)) A1-a. Does the plan document how the plan was prepared, including the schedule or time frame and activities that made up the plan’s development, as well as who was involved? A1-b. Does the plan list the jurisdiction(s) participating in the plan that seek approval and describe how they participated in the planning process? A2. Does the Plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development as well as other interests to be involved in the planning process? (Requirement §201.6(b)(2)) A2-a. Does the plan identify all stakeholders involved or given an opportunity to be involved in the planning process and how each stakeholder was presented with this opportunity? A3. Does the Plan document how the public was involved in the planning process during the drafting stage? (Requirement §201.6(b)(1)) A3-a. Does the plan document how the public was given the opportunity to be involved in the planning process and how their feedback was included in the plan? A4. Does the Plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement §201.6(b)(3)) A4-a. Does the plan document what existing plans, studies, reports, and technical information were reviewed for the development of the plan, as well as how they were incorporated into the document?

2.1 OVERVIEW OF THE 2026 LHMP PLANNING PROCESS

The development of the 2026 LHMP update was a collaborative effort between the City of Bethel’s planning team and the consultant AECOM Technical Services, Inc. (AECOM). The planning process officially kicked off in April 2025, and ended in [Month] 2026. A timeline of the major planning tasks and milestones by month is provided in Table 2-1. A list of the planning team members and how they contributed to the development of the plan is provided in Table 2-2.

Table 2-1: LHMP Timeline

Date	Tasks	People Involved
April 2025	First LHMP planning team meeting, project overview Initial information collected: hazards to be profiled, critical facility information	LHMP project manager, consultant, planning team
July 2025	Initial public notices posted to City’s website	LHMP project manager
August 2025	Hazard profiles drafted, hazard figures created, hazard impact assessments drafted	Consultant

Date	Tasks	People Involved
September 2025	Initial email invitation to stakeholders to participate in the planning process.	Consultant, on behalf of LHMP project manager
September 2025	Second planning team meeting, review of mitigation actions from previous LHMP	LHMP project manager, consultant, planning team
October 2025	Draft mitigation actions developed	Consultant
November 2025	Second planning team meeting, draft mitigation actions reviewed	LHMP project manager, consultant, planning team
January 2026	Internal Draft LHMP	LHMP project manager, consultant, planning team
February and March 2026	Public Draft LHMP Follow-up public outreach and stakeholder involvement	LHMP project manager, consultant, public
March through [Month] 2026	Final Draft LHMP	LHMP project manager, consultant, Alaska Division of Homeland Security and Emergency Management, FEMA Region 10
[Month] 2026	Adoption of Final LHMP	LHMP project manager, City Council

Table 2-2: Planning Team

Name	Title and Affiliation	Contribution
Lee Foley	Planning Director, City of Bethel, LHMP Project Manager	Planning team lead; attended meetings, provided updates on previous LHMP actions, reviewed draft mitigation actions
Lori Strickler	City Manager, City of Bethel	Attended meetings, provided updates on previous LHMP actions, updated information pertinent to the plan, and recommendations for mitigation actions
Jeff Kirkham	Public Safety Director, City of Bethel	Planning team member; reviewed draft mitigation actions, reviewed Draft LHMP
Pauline Baratko	Planning Clerk, City of Bethel	Planning team member; reviewed Draft LHMP
William Arnold	Public Works Director, City of Bethel	Planning team member; reviewed draft mitigation actions, reviewed Draft LHMP
Ed Flores	Port Director, City of Bethel	Planning team member; reviewed Draft LHMP
John Sargent	Grant Manager, City of Bethel	Planning team member, reviewed Draft LHMP, identified grant opportunities
Kim Anderson	Ecologist, AECOM	Consultant; prepared plan, including risk assessment tables, mitigation strategies, and Draft and Final LHMP
Jessica Evans	Planner, AECOM	Consultant; led LHMP planning team meetings and provided oversight and input on preparation of the plan

2.2 OPPORTUNITIES FOR STAKEHOLDERS

On September 8, 2025, Bethel's consultant, AECOM, reached out to stakeholders via email on behalf of the LHMP project manager and invited them to participate in the planning process (Appendix A). Stakeholders included Alaska Department of Fish and Game, Alaska Department of Homeland Security and Emergency Management, Alaska Federation of Natives, Alaska Village Electric Cooperative, Association of Village Council Presidents, Bethel Native Corporation, Bethel Public Health Center, Bethel Search and Rescue, Calista Corporation, Grant Aviation, KYUK Radio Station, Lower Kuskokwim School District, National Guard Hoffman Readiness Center, Lynden Air Cargo, Northern Air Cargo, Port of Bethel, University of Alaska Fairbanks Kuskokwim Campus, Yukon Delta National Wildlife Refuge, Yukon Kuskokwim Health Corporation, Yukon Kuskokwim Health Corporation Regional Hospital, and Yute Air. In response, KYUK and the Alaska Department of Environmental Conservation Agency Liaison to the State Emergency Operations Center requested an opportunity to review and provide comments on the Draft LHMP once available.

Additional stakeholders were added after the initial outreach, including KYKD radio station and Bethel Friends of Canines (BFK9). The LHMP project manager reached out to stakeholders again via telephone on October 13, 2025, inviting them to participate in the planning process and alerting them about the upcoming Public Draft LHMP. No additional input was received.

On February 24, 2026, the consultant again reached out to stakeholders via email on behalf of the LHMP project manager and invited them to review and provide comments on the Public Draft LHMP. One response was received from KYUK (Appendix A), requesting that KYUK be added to the critical facilities list and that Bethel's public outreach/communication include KYUK as a means of disseminating information via radio and television. The LHMP was updated to address these comments.

2.3 PUBLIC INVOLVEMENT

On July 11, 2025, the City of Bethel posted information about the 2025 LHMP kickoff on the Planning Department page of the City's website. On August 22, 2025, the City of Bethel posted flyers describing the LHMP update process at three City locations. No public comments were received. The public involvement period on the Draft LHMP went from February 27 to March 20, 2026. No public comments were received.

Screenshots of Bethel's public involvement are provided in Appendix A.

2.4 REVIEW AND INCORPORATION OF EXISTING PLANS AND REPORTS

A list of the major relevant plans and reports reviewed and incorporated into the 2026 LHMP is provided in Table 2-3.

Table 2-3: Existing Plans and Reports

Plans and Reports	Information to Be Incorporated into the 2026 LHMP
Alaska Baseline Erosion Assessment, AVETA Report Summary – Bethel Alaska (USACE 2009)	Background information for the erosion hazard profile

Plans and Reports	Information to Be Incorporated into the 2026 LHMP
Alaska's Changing Environment 2.0 (2024)	Information about climate and environmental changes impacting the state used in the hazard profile and impacts sections
Alaska Department of Commerce, Community, and Economic Development	Information for community description
Alaska Department of Environmental Conservation Contaminated Sites Database	Information for hazardous materials hazard profile
Alaska Department of Environmental Conservation Statewide Oil and Hazardous Substance Spills Database	Information for hazardous materials hazard profile
Alaska Department of Labor and Workforce Development (2025)	Unemployment rate information for community description
Alaska Division of Community and Regional Affairs (2025)	Information for community description; information on assistance to environmentally threatened communities for hazard profiles
Alaska Interagency Coordination Center Wildland Fire Information Map	Information for wildfire hazard profile
Alaska State Hazard Mitigation Plan Update (2023)	Information on statewide trends and the nature for all hazards for hazard profile and risk assessment sections
Alaska Volcano Observatory	Information for volcano hazard profile
Bethel 2045 Comprehensive Plan (2023)	Information on existing conditions for the community description
Bethel Bank Stabilization Condition of Improvements Report (2022)	Information on the history of bank stabilization for the erosion hazard profile
City of Bethel, Alaska Local Hazard Mitigation Plan Update (2017)	Pertinent information throughout the 2017 plan carried over into the 2026 plan, updated as needed
FEMA Flood Insurance Study for City of Bethel, Alaska (2009)	Information on principal flood problems in Bethel for the flooding hazard profile
Kuskokwim Delta Watershed Discovery Report (FEMA 2017)	Pertinent information incorporated throughout the 2026 plan, updated as needed
National Aeronautics and Space Administration (NASA) Sea Level Evaluation and Assessment Tool	Information on sea level rise for climate change hazard profile
National Oceanic and Atmospheric Administration (NOAA) Storm Events Database	Information for flooding and severe weather hazard profiles
Scenarios Network for Alaska Arctic Planning (2025)	Information for permafrost thaw hazard profile
Statewide Threat Assessment: Identification of Threats from Erosion, Flooding, and Thawing Permafrost in Remote Alaska Communities (Denali Commission 2019)	Background erosion, flooding, and permafrost information for hazard profiles.

Plans and Reports	Information to Be Incorporated into the 2026 LHMP
University of Alaska Fairbanks Alaska Climate Research Center	Information on temperature and precipitation for climate change and wildfire hazard profiles
U.S. Army Corps of Engineers (USACE) – Condition of Improvements, Bethel Bank Stabilization (December 2022)	Information on the condition of a previous mitigation project for the hazard impact summary
U.S. Census Bureau 2023 American Community Survey	Information on income, poverty, and labor force participation for community description
U.S. Geological Survey (USGS) Geologic Hazards Science Center Quaternary Faults Database	Information for earthquake hazard profile
University of Fairbanks and Alaska Climate Adaptation Science Center Northern Climate Reports	Information for climate change hazard profile
USGS Earthquake Hazards Program Earthquake Catalog	Information for earthquake hazard profile
USGS National Seismic Hazard Maps	Information for earthquake hazard profile

3.0 COMMUNITY DESCRIPTION

This section describes the location, geography, and history; demographics; economy; and critical facilities of the Bethel community.

3.1 LOCATION, GEOGRAPHY, AND HISTORY

Bethel is located at the mouth of the Kuskokwim River, 40 miles inland from the Bering Sea (Figure 1), in the Yukon Delta National Wildlife Refuge. It is 400 air miles west of Anchorage at approximately 60.8021 North Latitude and -161.7706 West Longitude (Sec. 09, T008N, R071W, Seward Meridian). The City encompasses 43.8 square miles of land (much of it undeveloped) and 5.1 square miles of water. Bethel is in the Bethel Recording District. The City lies within the western transitional climate zone, characterized by tundra interspersed with boreal forest, with long, cold winters and shorter, warm summers.

Bethel was first established by Yup'ik people, who called the village "Mumtrekhlogamute," meaning "Smokehouse People," named for the nearby fish smokehouse. There were 41 people in Bethel during the 1880 U.S. Census. At that time, Bethel was an Alaska Commercial Company Trading Post. The Moravian Church established a mission in the area in 1884. The community was moved to its present location as a result of erosion at the prior site. A post office was opened in 1905. Before long, Bethel was serving as a trading, transportation, and distribution center for the region, which attracted Alaska Natives from surrounding villages. The City was incorporated in 1957. Over time, federal and state agencies established regional offices in Bethel. The region is fortunate in that rapid development did not occur before the importance of protecting Indigenous culture was realized. The traditional Yup'ik practices and language remain predominant in the area. Subsistence activities and commercial fishing are major contributors to residents' livelihoods. The current Native community name for Bethel is Mamterilleq, meaning "Place of Many Above-Ground Caches."

Currently, Bethel is the main port on the Kuskokwim River and a regional transportation hub for neighboring villages and the third busiest airport in the state, providing daily service to and from Anchorage and 56 surrounding villages (DCRA 2025). Bethel maintains the only medium-draft port in southwest Alaska for ocean-going vessels, a cargo dock, a petro port, a small boat harbor, a float plane beach, and a seawall.

3.2 DEMOGRAPHICS

The 2020 U.S. Census population for Bethel was 6,325 residents, with a median age of 29, indicating a relatively young population. Bethel has approximately 44 percent males and 56 percent females in a blended non-native and Yup'ik community. About 70 percent of residents identify themselves as Alaska Native. The 2020 American Community Survey identified 1,618 households in Bethel, with an average size of 3.3 people per household. The most recent (2023) Department of Community, Commerce, and Economic Development–certified population is 6,152. While the population of Bethel has grown over the last century, the recent demographic trend since 2009 has been a decrease in population, likely the result of high energy and food costs and changing generational expectations. People from villages are moving to regional hubs like Bethel, and people from regional hubs are moving to larger cities.

3.3 ECONOMY

Bethel is a regional hub of the Yukon-Kuskokwim Delta. According to the Bethel 2045 Comprehensive Plan, across the Yukon-Kuskokwim Delta region, 56 villages rely on Bethel as a major resource for transportation, government, health services, and commerce. The cost of living is high in Bethel, and the cost of household and business expenses (e.g., heating, electricity, transportation) are tied to the cost of fuel. Most goods are expensive because they must be shipped to the City by barge or plane.

Government and social services are the dominant force in Bethel's economy. Based on 2020 ACS data, more than 30 percent of the employed population in Bethel works in educational services, health care, and social assistance. Another 10 percent of the population works in transportation, warehousing, and utilities, and 10 percent works in administrative and waste management services. Nearly 30 percent of the workforce is classified as local, state, or federal government workers. Bethel's private sector largely rests on the foundation of these government or government-supported jobs, which support a range of commercial services. Bethel has over 500 business licenses for a variety of retail establishments, law offices, transportation and health services, among others. Bethel also has a number of local artisans who produce artwork, jewelry, clothing, and other articles that are sold locally, in Anchorage, and worldwide. The economy is supported by tourists engaging in outdoor recreation and other visitors to the City. Subsistence activities supplement many residents' incomes.

According to the U.S. Census Bureau's 2019–2023 ACS 5-Year Estimates, the median household income in Bethel is \$109,718 and the median family income is \$123,750. In addition, 766 people (12.5 percent of Bethel's population) were reported to be living below the poverty level, and 900 people (14.6 percent) were reported to be below the 125 percent poverty level. In 2023, the potential work force (those aged 16 years or older) in Bethel was estimated to be 4,593, with a labor force participation rate of 65.6 percent. According to the Alaska Department of Labor and Workforce Development, the July 2025 unemployment rate for the Bethel Census Area was 13.4 percent, which was substantially higher than the rate for the State of Alaska. Between 2013 and July 2025, unemployment fluctuated between 18 percent (observed in February 2014) and 7.7 percent (observed in October 2022), with an overall decreasing trend between 2013 and the low point in 2022, followed by an overall increasing trend.

3.4 CRITICAL FACILITIES

Critical facilities are essential for life, safety, and economic viability. In Bethel, critical facilities include the power plant, airport, medical facilities/hospital, water treatment plants, sewage lagoons, port, offices, courthouse, fire station police station, landfill, public works building, offices, state trooper's office, correctional center, Streets and Roads facility, chemical storage facility, National Guard Readiness Center, heating fuel providers, the Yup'it Piciryarait Cultural Center, animal shelter, fitness center, and KYUK public broadcast station (Table 3-1; Figure 2). City planners also identified two new subdivisions to consider in this LHMP update: the Blue-Sky subdivision north of the airport and the Ciullkulek Subdivision northwest of the post office. These subdivisions are not shown in Figure 2 or analyzed as critical facilities as they are residential. However, they are included in this update as new developments and their vulnerability to hazards is considered.

Table 3-1: Critical Facilities

Type	Description
Government	City office complex/courthouse, port office, public works building/city shop, Yukon-Kuskokwim correctional center, Streets and Roads Facility, Chemical Storage Facility
Solid Waste	Landfill
Utilities	Alaska Village Electric Cooperative power plant, Bethel Heights water treatment plant, City Sub water treatment plant, sewage lagoons, Delta Western, Crowley Fuels, Vitus Energy, Top Fuel Co., LLC
Transportation	Bethel airport, City dock/Bethel port, petro port
Medical and Public Safety	Yukon-Kuskokwim Regional Hospital, Bethel family clinic, fire station, police station, state trooper's office, National Guard Readiness Center
Community	Yup'it Piciryarait Cultural Center, Yukon-Kuskokwim Fitness Center (existing and planned 2026 addition), BFK9 animal shelter (existing and planned 2025 construction), KYUK

4.0 RISK ASSESSMENT

This section addresses Element B of the Local Mitigation Plan Regulation Checklist.

Regulation Checklist – 44 CFR 201.6 Local Mitigation Plans
Element B: Hazard Identification and Risk Assessment
B1. Does the Plan include a description of the type, location, and extent of all natural hazards that can affect the jurisdiction? Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events? (Requirement § 201.6(c)(2)(i)) B1-a. Does the plan describe all natural hazards that can affect the jurisdiction(s) in the planning area and does it provide the rationale if omitting any natural hazards that are commonly recognized to affect the jurisdiction(s) in the planning area? B1-b. Does the plan include information on the location of each identified hazard? B1-c. Does the plan describe the extent for each identified hazard? B1-d. Does the plan include the history of previous hazard events for each identified hazard? B1-e. Does the plan include the probability of future events for each identified hazard? Does the plan describe the effects of future conditions, including climate change (e.g., long-term weather patterns, average temperature, and sea levels), on the type, location, and range of anticipated intensities of identified hazards? B1-f. For participating jurisdictions in a multi-jurisdictional plan, does the plan describe any hazards that are unique to and/or vary from those affecting the overall planning area? B2. Does the plan include a summary of the jurisdiction's vulnerability and the impacts on the community from the identified hazards? Does this summary also address NFIP-insured structures that have been repetitively damaged by floods? (Requirement 44 CFR § 201.6(c)(2)(ii)) B2-a. Does the plan provide an overall summary of each jurisdiction's vulnerability to the identified hazards? B2-b. For each participating jurisdiction, does the plan describe the potential Impacts from each of the identified hazards on each participating jurisdiction? B2-c. Does the plan address NFIP-insured structures within each jurisdiction that have been repetitively damaged by floods?

4.1 HAZARD IDENTIFICATION

Hazard identification consists of describing the nature of the hazard, disaster history, location, extent/severity, and probability of future events. Hazard identification profiles have been developed for each of the ten hazards addressed in Section 4.1.1 through Section 4.1.10: climate change, earthquake, erosion, flooding, hazardous materials, permafrost thaw, severe weather, technological/cyber threat, volcano, and wildfire. Tsunami was discussed for inclusion because Bethel is in the tidal zone, but it is not being profiled in detail because the City is not at risk for direct impacts from tidal wave inundation, although there could be indirect impacts to transportation and movement of goods caused by coastal tsunamis. The hazards profiled for this LHMP are discussed in alphabetical order and not based on hazard classification. The order does not signify level of risk.

4.1.1 Climate Change

Table 4-1: Climate Change

Profile	Description
Nature	Climate is defined as the average statistics of weather, which includes temperature, precipitation, and seasonal patterns in a particular region. Climate change refers to the long-term and irrevocable shift in these weather-related patterns, either regionally or globally. The Earth and its natural ecosystem are very closely tied to the climate, and any permanent climate change will lead to an imbalance in the existing ecosystem, which impacts the way people live, the food they harvest, their health, the wildlife, the availability of water, and much more. Research indicates that much of this warming is due to human activities, primarily the burning of fossil fuels and the clearing of forests—that release carbon dioxide (CO₂) and other gases into the atmosphere, which trap heat that would otherwise escape into space. Once in the atmosphere, these heat-trapping emissions remain there for many years (for example, CO₂ lasts about 100 years). If left unchecked, by the end of the century CO₂ concentrations could reach levels three times higher than in pre-industrial times. According to most climatologists, the planet is starting to experience shifts in climate patterns and an increased frequency of extreme weather events at both the global level and the local level. Over the next century, increasing atmospheric greenhouse gas concentrations are expected to cause a variety of changes to local climate conditions, including sea level rise, increased precipitation, and flooding including storm surge and stormwater inundation; and more frequent and prolonged higher temperatures (leading to extreme heat events and wildfires)—particularly inland—that decrease air quality and cause extended periods of drought. In addition, expected social and economic impacts as a result of climate change include energy shortages, ecosystem changes impacting fisheries and subsistence food practices, failing infrastructure, and water insecurity, to name a few. The climate change profile for Bethel addresses increased rising temperatures, increased precipitation, and sea level rise. Other hazards influenced by changes to local climate conditions, including erosion, flooding, permafrost thaw, severe weather, and wildfire, are addressed in Tables 4-4, 4-5, 4-7, 4-8, and 4-11.
Location	According to Alaska’s Changing Environment, rising temperatures and increased precipitation are occurring throughout Alaska, including all of Bethel. Bethel is not directly at risk from sea level rise, as it is 40 miles inland from the Bering Sea. Location information about hazards influenced by changes to local climate conditions is provided in Figures 4 (erosion), 5 (flooding), 7 (permafrost), and 9 (wildfire).
History	According to Alaska’s Changing Environment, NASA, and University of Alaska Fairbanks and Alaska Climate Adaptation Center’s Northern Climate Reports, climate change is already underway in Alaska, including in Bethel. Bethel is in the western transitional climate zone, which is characterized by long, cold winters and shorter, warm summers. In Bethel, the Alaska Climate Research Center has observed annual average temperatures between 1950 and 2022 ranging from 25.1 degrees Fahrenheit (°F) (1971) to 36.8°F (2019). The recorded change in temperature between 1949 and 2020 is 4.8°F, with the highest changes observed in the winter (8.4°F) and spring (6.0°F). In every year between 2013 and 2022, the average annual temperature has been above the overall average.

Profile	Description
	From 1950 to 2020, average annual precipitation has ranged from 9.7 inches (1968) to 40.76 inches (1951). Between 2000 and 2022, annual precipitation for all but 3 years was above the overall average. In 2021, a record wet summer occurred in northwest Alaska. According to NASA's Sea Level Evaluation and Assessment Tool, the closest coastal area to Bethel, at the mouth of the Kuskokwim River, has experienced 1.71 millimeters per year of sea level rise from 1993 to 2019.
Extent / Severity	The University of Alaska Fairbanks Climate Adaptation Science Center projects Bethel's average annual temperatures to increase by about 13°F by the end of the century. Winter temperatures are projected to increase the most, more than 18°F by the end of the century. Spring and fall may transition from below freezing to above freezing in the future. Precipitation models show a likely increase in spring precipitation by about 27%.
Recurrence Probability	Climate change is a significant and lasting change in the statistical distribution of weather patterns over periods of time ranging from decades to millions of years. It may be a change in average weather conditions or in the distribution of weather around the average conditions (i.e., more or fewer extreme weather events). According to NASA, "the current warming trend is of particular significance because most of it is extremely likely (i.e., greater than 95% probability) to be the result of human activity since the mid-twentieth century and proceeding at a rate that is unprecedented over decades to millennia." NASA also states that "scientists have high confidence that global temperatures will continue to rise for decades to come, largely due to greenhouse gases produced by human activities."

4.1.2 Earthquake

Table 4-2: Earthquake

Profile	Description
Nature	An earthquake is a sudden motion or trembling caused by a release of strain accumulated within or along the edge of Earth's tectonic plates. The effects of an earthquake can be felt far beyond the site of its occurrence. Earthquakes usually occur without warning and can cause massive damage and extensive casualties in a few seconds. Common effects of earthquakes are ground motion and shaking, surface fault ruptures, and ground failure. Ground motion is the vibration or shaking of the ground during an earthquake. When a fault ruptures, seismic waves radiate, causing the ground to vibrate. The severity of the vibration increases with the amount of energy released and decreases with distance from the causative fault or epicenter. Soft soils can amplify ground motions. In addition to ground motion, several secondary hazards can occur from earthquakes, such as the following: • Surface faulting is the differential movement of two sides of a fault at the Earth's surface. Displacement along faults—in terms of both length and width—varies but can be significant (e.g., up to 20 feet), as can the length of the surface rupture (e.g., up to 200 miles). Surface faulting can cause severe damage to linear structures including railways, highways, pipelines, tunnels, and dams. • Liquefaction occurs when seismic waves pass through saturated granular soil, distorting its granular structure and causing some of the empty spaces between granules to collapse. Pore water pressure may also increase sufficiently to cause the soil to behave like a fluid for a brief period and cause deformations. Liquefaction causes lateral spreads (i.e., horizontal movements, typically 10 to 15 feet, but up to 100 feet), flow failures (i.e., massive flows of soil, typically hundreds of feet, but up to 12 miles), and loss of bearing strength (i.e., soil deformations causing structures to settle or tip). Liquefaction can cause severe damage to property. • Landslides/debris flows occur as a result of horizontal seismic inertia forces induced in the slopes by the ground shaking. The most common earthquake-induced landslides include shallow, disrupted landslides such as rock falls, rockslides, and soil slides. Debris flows are created when surface soil on steep slopes becomes totally saturated with water. Once the soil liquefies, it loses the ability to hold together and can flow downhill at very high speeds, taking vegetation and/or structures with it. Slide risks increase after an earthquake during a wet winter. The two most common measures of earthquake intensity used in the U.S. are the Modified Mercalli Intensity (MMI) scale and Magnitude (M). The MMI scale measures felt intensity, peak ground acceleration, and instrumental intensity by quantifying how hard the earth shakes in each location. The scale ranges from an intensity of I to X, with the lower numbers of the scale generally determined based on the "manner in which the earthquake is felt by people," while the higher numbers on the scale are based on "observed structural damage." Magnitude is a measure of energy released during an earthquake. A scale of Magnitude ranges from minor, (M 3.0–3.9) which may be felt by communities, to great (M 8.0 or greater), associated with significant damage expected.

Profile	Description
Location	The entire geographic area of Alaska, including Bethel, is prone to earthquake effects. Bethel is not located on any major faults as mapped by the USGS Geologic Hazards Science Center (Figure 3). The closest major faults to Bethel are the following: • Iditarod-Nixon Fork fault, a 789-kilometer Class B fault located roughly 90 miles northeast of Bethel, near Aniak. • Atsakovluk fault, an undifferentiated Quaternary Class A fault located roughly 100 miles east-northeast of Bethel. • Denali fault, a 4,254-kilometer fault with multiple sections located roughly 100 miles east and east-northeast of Bethel. Sections include Boss Creek (undifferentiated Quaternary, Class B), Holitna (middle and late Quaternary, Class A), and Togiak-Tikchik (undifferentiated Quaternary, Class B).
History	Alaska is one of the most seismically active regions in the world and is at risk of societal and economic losses due to damaging earthquakes. On average, Alaska has one “great” (i.e., M 8 or higher) earthquake every 13 years, one M 7 to M 8 earthquake every year, and six M 6 to M 7 earthquakes every year. Significant events, as defined by the Alaska Earthquake Center, that have impacted the Alaskan people include large magnitude earthquakes, earthquake swarms, large landslides, large glacial-calving events, and tsunami-generating (tsunamigenic) events. There are no records of earthquakes with M 2.5 or greater that have occurred in Bethel (USGS 2025). Between 1925 and 2025, 38 earthquakes with M 2.5 or greater have been recorded within a 100-mile radius of the City (USGS 2025). None of the recorded earthquakes were M 5.0 or greater. The nearest recorded earthquakes greater than M 5.0 have been in mountainous areas well to the east associated with the seismically active Aleutian and Alaska ranges (USGS 2025).
Extent / Severity	USGS has developed probabilistic seismic hazard maps for ground-shaking potential for Alaska. The 2023 maps refer to an estimate of the probability of exceeding a certain amount of ground shaking or ground motion in 50 years, which is the same as the level of ground shaking with about a 2,500-year average repeat time. The hazard depends on the magnitudes and locations of likely earthquakes, how often they occur, and the properties of the rocks and sediments that the earthquake waves travel through. Regions near major, active faults are shown in orange, red, and pink and experience stronger ground shaking more frequently. Regions that are distant from known, active faults are shown in blue, green, and yellow; these areas experience lower levels of ground shaking and do so less frequently. Figure 3 shows a probabilistic seismic hazard map depicting a 2% probability of exceedance in 50 years. All of the City of Bethel is mapped in a light (MMI intensity value IV) ground shaking potential area.
Recurrence Probability	According to the USGS 2023 National Seismic Hazard Maps, Bethel has a 0 to 5% chance of a slight or greater damaging ground-shaking earthquake in 100 years (equivalent to MMI intensity value of VI or greater).

4.1.3 Erosion

Table 4-3: Erosion

Profile	Description
Nature	Erosion is the wearing and transportation of land. Erosion is typically gradual land loss through wind or water scour. In developed regions, erosion undermines buildings and infrastructure. Erosion can be experienced from coastal, riverine, or wind sources. Erosion forces are embodied in waves, currents, and winds; surface and groundwater flow; and freeze-thaw cycles may also play a role. Not all of these forces may be present at any particular location. In the U.S., Alaska is unique because of how permafrost thaw interacts with flooding and erosion to exacerbate the impacts of these hazards. Frozen ground can disintegrate under the compounding influences of permafrost thaw, flooding, and erosion in an escalating feedback loop that can result in damage that is much greater than would be expected from the individual processes alone. Bethel is located 65 miles upriver from the mouth of the Kuskokwim River and is at the upriver limit of tidal influences from the Bering Sea; therefore, only riverine erosion is considered a hazard for this community. Riverine erosion is often initiated by high sediment loads or heavy snowmelt. This generates high volume and velocity runoff that concentrates in the lower drainages in the river's catchment area. Erosion occurs when the force of the flowing water exceeds the resistance of the riverbank material. The water continues to increase its sediment load as it flows downstream. Eventually, the river deposits its sediment in slower-moving sections such as dams or reservoirs. The river may eventually change course or develop a new channel. In less stable braided channel reaches, erosion and deposition are constant issues. In more stable meandering channels, erosion episodes may infrequently occur. Mass wasting erosion events occur when large volumes of sand are lost due to gravitational pull on a steep riverbank that has been destabilized from riverine flooding. According to USACE, the riverbank adjacent to Bethel has been seriously eroded over time. Bethel's periodic flooding, which is predominantly caused by ice jams during the spring breakup of the Kuskokwim River, can lead to severe erosion through scour of the shoreline. Erosion is exacerbated by the presence of steep riverbanks composed of unconsolidated silty sand/sandy silt material. Thawing of permafrost in the riverbank by warm-water eddies and a south-facing slope causes slumping of the banks. Additionally, wave action from southerly storm winds exacerbates bank instability.
Location	The entire developed shoreline of Bethel is located on the largest oxbow curve of the Kuskokwim River and is highly susceptible to riverine erosion by high velocity water at the outside bend of the river (Figure 4).
History	Historically, Bethel was protected from riverine erosion by several islands, but following erosion of the islands by 1939, the City was exposed to high velocity river water and documentation of riverbank erosion began. Between 1985 and 2007, USACE installed 9,400 linear feet of seawall to stabilize the riverbanks along Bethel and protect critical infrastructure. In 2018 wale and anchor beams and thread-bar tiebacks were installed at the east bulkhead (USACE 2022). Regular inspections by USACE indicate that the bank stabilization is in good condition, although periodic maintenance has been needed. The 2017 LHMP update documents observations by Bethel residents that the seawall has stopped erosion but led to bottom scour, and that the river has gotten deeper and narrower in front of Bethel, with concern of damage to docks and embankments. The 2017 LHMP also documented eight disaster declarations between 1985 and 2000 that contributed to erosion in Bethel, including an event in 1995 where spring ice breakup caused erosion so severe that the scour created a cove.

Profile	Description
Extent / Severity	USACE listed Bethel as a Monitor Conditions Community in 2009, which means that although the community has reported significant impacts related to erosion, these impacts are not likely to affect the viability of the community, but may warrant federal, state, or other intervention. The Denali Commission (2019) lists Bethel in Erosion Group 2, defined by the threat of erosion not being expected to detrimentally impact critical infrastructure in the near term, but the community still being vulnerable to the threat. Damages from erosion could impact operability for a limited period but would not impact the community's sustainability. Erosion mapping for the Kuskokwim River with a 100-foot buffer shows that approximately 40 acres (0.1%) of the City of Bethel is vulnerable to erosion.
Recurrence Probability	The City of Bethel is likely to continue to experience erosion (and associated flooding) at a recurrence probability similar to what it has experienced in the past. With climate change, the increasing variability in storms and potential for more precipitation falling as rain rather than snow may result in an increased recurrence probability for erosion in Bethel into the future. Climate change may also reduce ice thickness and duration and result in a shift in the timing of ice jam floods and associated erosion in the future.

4.1.4 Flooding

Table 4-4: Flooding

Profile	Description
Nature	Riverine flooding occurs when the existing channel of a stream, river, canyon, or other watercourse cannot contain excess runoff from rainfall or snowmelt, resulting in overflow onto adjacent lands. Secondary hazards from floods can include: • Erosion or scouring of stream banks, roadway embankments, foundations, footings for bridge piers, and other features (Section 4.1.3); • Impact damage to structures, roads, bridges, culverts, and other features from high-velocity flow and debris carried by floodwaters (debris may also accumulate on bridge piers and in culverts, increasing loads on these features or causing overtopping or backwater effects); • Destruction of crops, erosion of topsoil, and deposition of debris and sediment on croplands; and • Release of sewage and hazardous or toxic materials when wastewater treatment plants are inundated, storage tanks are damaged, and pipelines are severed. In Bethel, flooding can occur from a combination of factors, including snowmelt and precipitation, but the primary cause of flooding is ice jams. The three primary types of flooding that occur in the Lower Kuskokwim area are as follows: • Rainfall-runoff flooding, caused by prolonged rainfall, is the most common type of flood. It occurs during late summer and early fall. • Snowmelt flooding occurs in spring and early summer. • Ice jam floods occur when water levels increase upstream behind the location of the ice jam, which creates a lake-like area. Ice jam floods can occur any time of year that a river has ice on it. In Bethel, they are common in the spring. Ice jams are the primary cause of flooding.
Location	According to the 2009 FEMA Flood Insurance Study for the City of Bethel, the major flood source is the Kuskokwim River. As shown in Figure 1, the City of Bethel is located on western bank of the Kuskokwim River.
History	The 2007 and 2017 LHMPs discuss past floods that affected Bethel in the 1980s, 1990s, and early 2000s. According to NOAA's Storm Events Database, the following notable floods have occurred since 2000: • August 2000: A Bering Sea storm had gusts above 60 miles per hour (mph). High water levels were observed around Bethel, along with a few boats swamped. • May 2009: The annual spring river ice breakup resulted in extensive flooding along the Kuskokwim River over the 11 days it took for the river to open from its headwaters to its mouth on the Bering Sea coast. • May 2020: An unusually high amount of snowfall, combined with an anomalously cold April, caused thicker river ice conditions than in recent years. A rapid warmup across Interior Alaska caused upstream snow to melt, leading to ice jams and widespread flooding along the lower Kuskokwim River. • September 2022: High winds and heavy rain from the remnants of Typhoon Merbok caused flooding from backwater along the Kuskokwim River from Bethel to the Kuskokwim Delta. Towns near Bethel were heavily impacted, and there was minor flooding around Brown's Slough in Bethel.

Profile	Description
	- March 2023: Unusually cold weather kept ice coverage in place on rivers across Alaska, with spring breakup much later than normal. A large ice jam moved down the Kuskokwim River and into Bethel along Brown's Slough. - March 2024: Ice jam flooding along the Kuskokwim River moved through the lower areas of the basin. Ice jam flooding moved slowly downstream based on river ice concentration and temperatures. Initial flooding in Bethel and surrounding areas caused minor lowland overflows and some impacts to transportation, and flood intensity increased when the ice jam stalled downstream, causing large amounts of impounded water to inundate well into Bethel. The area inside Alligator Acres was heavily flooded, and the bridge over Brown's Slough became impassable. The flooding had a major impact on businesses along the Kuskokwim River, Brown's Slough and surrounding homes in low-lying areas. Flooding also spread onto the tundra in the countryside, impacting low roads and rural transportation in the area. The spring breakup ice jam flooding backed up water to the highest levels reported in nearly 20 years, and the governor issued a state disaster declaration for Bethel and other communities along the lower Kuskokwim River. - October 2025: the remnants of Typhoon Halong resulted in flood damage to Bethel and a local disaster emergency declaration by the City. Areas near the Kuskokwim River and Brown's Slough experienced flooding.
Extent / Severity	The magnitude of flooding that is used as the standard for floodplain management in the U.S. is a flood with a probability of occurrence of 1% in any given year. This flood is also known as the 100-year flood (i.e., the base flood). The 100-year flood (1-percent-annual-chance flood) is identified on FEMA's Flood Insurance Rate Maps (FIRMs) as the Special Flood Hazard Area, specifically flood zones A and V. As shown in Figure 5, the FIRM for the City of Bethel identifies 3,236 acres (10.1%) within the Special Flood Hazard Area. Floods in these areas are generally considered riverine floods and are typically caused by prolonged and/or excessive rainfall from storm events, ice jams, and spring snowmelt. It is important to note that FIRMs do not factor in future impacts such as increased precipitation or sea level rise caused by climate change. Based on information in the 2019 Statewide Threat Assessment (Denali Commission 2019), Bethel is in Flood Group 1, which means that damages resulting from a flood would impact community sustainability, present life safety concerns, affect access to emergency services, and/or require support from outside the region to assist the community in responding to the event.
Recurrence Probability	Flooding can occur at any time. The City of Bethel is likely to continue to experience flooding at a recurrence probability similar to what it has experienced in the past. With climate change, the increasing variability in storms and potential for more precipitation falling as rain rather than snow may result in an increased recurrence probability for flooding in Bethel into the future. Climate change may also reduce ice thickness and duration and result in a shift in the timing of ice jam floods.

4.1.5 Hazardous Materials

Table 4-5: Hazardous Materials

Profile	Description
Nature	Hazardous materials are substances that may have negative effects on health or the environment. Exposure to hazardous materials may cause injury, illness, or death. Effects may be felt over seconds, minutes, or hours (short term) or not emerge until days, weeks, or even years after exposure (long term). In addition, some substances are harmful after single exposures of short duration, while others require long episodes of exposure or repeated exposure over time to create harm. Hazardous materials that pose the greatest risk for causing catastrophic emergencies, as identified by the U.S. Environmental Protection Agency (EPA), are classified as Extremely Hazardous Substances (EHSs). Releases of EHSs and other hazardous substances can occur at facilities or during transport. In addition to accidental, human-caused hazardous material events, natural phenomena may cause the release of hazardous materials and complicate response activities. Earthquakes pose a particular risk because they can damage or destroy facilities containing hazardous substances. The threat of any hazardous material event may be amplified by restricted access, reduced fire suppression and spill containment capability, and even a complete cutoff of response personnel and equipment. Hazardous material events or releases can also cause a host of secondary effects, depending on the nature and size of the incident. Hazardous building materials may include asbestos, polychlorinated biphenyls (PCBs), lead, and other hazardous materials. Asbestos is found in many building materials in buildings constructed before 1970. Lead is common in paint in buildings constructed before 1978. PCBs are found in certain electrical equipment (distribution transformers and capacitors). If a building is damaged, hazardous building materials may be released to the air or water and present health hazards. Debris that contains hazardous materials must be disposed of in accordance with methods approved by the EPA.
Location	According to the Alaska Department of Environmental Conservation Contaminated Sites Database, there are 12 active contaminated sites in Bethel, 16 sites where cleanup is complete, and 9 sites where cleanup is complete and institutional controls are in place. Most of these sites are associated with releases of petroleum products from storage tanks and spills, including some associated with critical facilities such as the public works shop, regional hospital, correctional center, port, and airport. Per- and polyfluoroalkyl substances (PFAS) contamination is associated with several sites at the airport. Active sites (Figure 6) are: • GCI Bethel Headend Facility – release of diesel fuel • Bethel Power Products – gasoline range organics associated with prior underground storage tanks (USTs) • Department of Health and Social Services Bethel Youth Facility – diesel contamination associated with closed UST • Bethel Utilities Corporation Power Plant – soil contamination and possible groundwater contamination from bulk fuel USTs, lubrication oil tanks, hydraulic oil, waste storage • Federal Aviation Administration Bethel Housing Area – petroleum hydrocarbon contamination • Alaska Department of Transportation and Public Facilities (ADOT&PF) Bethel Maintenance Station Class V Injection Well – petroleum and chlorinated solvent soil contamination

Profile	Description
	• ADOT&PF Bethel Airport – PFAS • ADOT&PF Bethel Airport Grant Aviation Plane Crash – release of aqueous film forming foam (fire suppression system) containing PFAS • Army National Guard Bethel Army Aviation Operating Facility – PFAS compounds in soil and groundwater, associated with aqueous film forming foam tanks • Bethel Bureau of Indian Affairs Headquarters – petroleum and PCB contamination, abandoned sewage lagoon containing low-level PCBs, and fuel tanks • Bethel Native American Lands Environmental Mitigation Program Aircraft Control and Warning Station – drum storage, surface debris, dump site, and landfill. • Bethel Radio Relay Station – former fuel tank site with petroleum-contaminated soil and shallow groundwater The City is not aware of any City buildings that contain lead-based paint or asbestos. Older private buildings may contain these building materials, although their precise locations are unknown. It is possible that hazardous building materials have been disposed of in the landfill in the past (Critical Facility #13 on Figure 2).
History	According to the Alaska Department of Environmental Conservation's Statewide Oil and Hazardous Substance Spills Database, more than 500 spills of varying sizes have been recorded in and around Bethel from 1995 to May 2025. These include: • 478 spills of non-crude oil (diesel, gasoline, aviation fuel, transmission oil, hydraulic oil, used oil, engine lube/gear oil, bilge oil, turbine fuel, kerosene, and "other"); • 19 spills of hazardous substances (propylene glycol, ethylene glycol [antifreeze], other glycol, firefoam, solvent, other acid, and "other"); • 9 spills of unknown substances; and • 1 spill of ammonia, which is an EHS. Spill locations include the following: • Residence – 119 spills • Vehicle – 65 spills • Vessel – 50 spills • Air transportation – 43 spills, either at an airport/airfield or directly from aircraft • Bulk fuel terminals – 26 spills • Gas stations – 19 spills • Maintenance Yard/Shop – 19 spills • Unknown – 18 spills • Other categories Spill causes include the following: • Human factors (human error, intentional release, overfill, etc.) – 215 spills • Structural/mechanical – 201 spills • Accident – 22 spills • Other or unknown causes
Extent / Severity	Non-crude oil spills between 1995 and 2025 ranged in size from 1 gallon to 5,000 gallons. Spills of hazardous substances ranged in size from less than 1 gallon to 750 gallons. Spills of unknown substances ranged in size from less than 1 gallon to 500 gallons. The single ammonia spill was 1 pound and occurred in 1998.

Profile	Description
Recurrence Probability	In the absence of major changes to operations, the City of Bethel may continue to experience a similar number of spills annually as it has in recent years (2008 to 2025), which is to 4 to 14 spills of non-crude oil, 0 to 2 spills of hazardous substances, and 0 to 1 spill of EHS per year. With climate change, permafrost thaw may allow increased contamination of groundwater from contaminated sites into the future, as well as destabilization of structures such as foundations for fuel tanks.

4.1.6 Permafrost Thaw

Table 4-6: Permafrost Thaw

Profile	Description
Nature	Permafrost is defined as soil, sand, gravel, or bedrock that has remained below 32°F for 2 or more years (perennially frozen). Permafrost can exist as massive ice wedges and lenses in poorly drained soils or as relatively dry matrix in well-drained gravel or bedrock. During the summer, the surficial soil material thaws to a depth of a few feet, but the underlying frozen materials prevent drainage. The surficial material that is subject to annual freezing and thawing is referred to as the “active layer.” Seasonal freezing can cause frost heaves and frost jacking. Frost heaves occur when ice forms in the ground and separates sediment pores, causing ground displacement. Permafrost and periglacial hazards are caused by the effects of changing permafrost and the landscape processes that result from extreme seasonal freezing and thawing. Permafrost is found in nearly 85% of the state. It is thickest and most extensive in Arctic Alaska north of the Brooks Range; in the Arctic Coastal Plain, it is present virtually everywhere and extends as much as 2,000 feet below its surface. South from the Brooks Range, permafrost becomes increasingly thinner and more discontinuous—broken by pockets of unfrozen ground known as taliks—until it becomes virtually absent in southeast Alaska, with the exception of pockets of high-elevation alpine permafrost. In the U.S., the presence of widespread permafrost results in classes of geologic hazards which are largely unique to Alaska. Permafrost is structurally important to the soils of Alaska. Thawing causes landslides, ground subsidence, and erosion as well as lake disappearances, new lake development, and saltwater encroachment into aquifers and surface waters. Uukkaq, from the Iñupiaq word meaning “to fall or slide,” is a catastrophic form of permafrost thaw collapse that occurs when frozen ground disintegrates under the compounding influences of thawing permafrost, flooding, and erosion.
Location	Most of Bethel is underlain by isolated and discontinuous permafrost areas (Figure 7). A small area of sporadic permafrost occurs in an undeveloped area at the south end of the City’s boundary, with areas of isolated permafrost on the opposite side of the river.
History	There is no written record documenting changes in permafrost and permafrost impacts in Bethel. The 2017 LHMP summarized a 2017 article that provided anecdotal evidence of deteriorating and shrinking permafrost over the prior 35 years, with the condition of Chief Eddie Hoffman Highway identified as the most visible sign of disrupted infrastructure. ADOT&PF typically repairs the highway every 10 years when funding is available. During a 2016 Discovery Meeting, Bethel stated that permafrost thawing had caused problems for foundations and roads over the preceding 50 years. These impacts have continued in the ensuing years.
Extent / Severity	Based on information from the Scenarios Network for Alaska Arctic Planning (2025), Bethel has sparse ice wedges and buried ice, medium thaw susceptibility (settlement between 0.2 and 0.7 meters), moderate existing permafrost-related problems, discontinuous permafrost occurrence, and warm (-2 to 0 degrees Celsius) permafrost temperature, which equates to a medium risk level. Seventy-five percent of Bethel is in an area mapped as having discontinuous permafrost, with only 12% mapped with sporadic or isolated permafrost (Figure 7). Based on information in the 2019 Statewide Threat Assessment (Denali Commission 2019), Bethel is in Group 2 for permafrost thawing, which means that risk of damage due to thawing permafrost is moderate. Permafrost usually has moderate ice content where thaw

Profile	Description
	settlement is anticipated to be moderate. Reported damage due to thawing permafrost is moderate. Underlying permafrost may be discontinuous. Unlike many other hazards, impacts of permafrost are not sudden and catastrophic. Surface subsidence caused by degrading permafrost results in damage to improperly designed structures that settle as the ground subsides. Thawing permafrost also damages roads. Bethel fixes its gravel roads annually, and this cost of these repairs is likely to increase with longer winter thaws resulting from climate change.
Recurrence Probability	Permafrost thaw is a permanent and irreversible impact. With climate change, warming temperatures may cause increased and accelerated permafrost thaw into the future. Based on models of projected mean annual ground temperature, it is expected that there will no longer be permafrost in Bethel by the end of the century.

4.1.7 Severe Weather

Table 4-7: Severe Weather

Profile	Description
Nature	NOAA defines severe or hazardous weather as “conditions produced by thunderstorms, including damaging winds, tornadoes, large hail, flooding and flash flooding, and winter storms associated with freezing rain, sleet, snow and strong winds.” Specifically, according to NOAA: • Thunderstorms become severe when they include 1 inch or greater hail, winds gusting in excess of 57.5 mph, and/or a tornado. • Damaging winds are classified as those exceeding 50–60 mph. • Flash floods occur within 6 hours, and often within 3 hours, of the heavy rainfall. • Severe winter storms, also referred to as blizzards, contain large amounts of snow from snowfall or blowing snow, have winds in excess of 35 mph, and have visibilities of less than 0.25 miles for at least 3 hours. • Atmospheric rivers are long and narrow regions of intense water vapor transport. • Heavy snow and rain occur in Bethel, and snowfall can accumulate 4 inches or more in 12 hours or less. • Freezing rain and ice storms occur when rain or drizzle freezes on surfaces and can cause damage to powerlines, pipelines, and other infrastructure. • Extreme cold varies according to normal regional climate. Alaska’s extreme cold usually involves temperatures between -20 and -50°F. Excessive cold may accompany winter storms, occur after storms, or can occur without storm activity. • High winds in Alaska can equal hurricane force but fall under a different classification because they are not cyclonic nor possess other hurricane characteristics. Strong winds occasionally occur over the interior due to strong pressure differences, especially where influenced by mountainous terrain, but the windiest places in Alaska are generally along the coastlines. • Thunderstorms typically last 20 to 30 minutes and can produce hazards including lightning, heavy rain, snow, updrafts, downdrafts, aircraft turbulence and icing, damaging hail, high winds, and flash flooding. Thunderstorms are relatively uncommon and do not occur uniformly over the state. There have been observations of an increase in thunderstorm activity in certain areas. Lightning strikes are hazardous to human health, can start wildfires, and can damage infrastructure.
Location	Severe weather can affect all of the City of Bethel.
History	The 2017 LHMP noted a storm that affected Bethel and other areas in February 2000 that was declared a disaster by the governor and FEMA. According to NOAA’s Storm Events Database, the following notably severe weather events have been recorded since the February 2000 storm: • January 2002: A strong, North Pacific low brought winds and snow across the southwest Alaska mainland. Blizzard conditions were reported at Bethel. • February 2002: A cold front from the central north Pacific moved inland and brought blizzard conditions to Bethel for 9 hours. • March 2008: A low-pressure center along with a strong warm front moved over southwest Alaska, causing heavy snow and freezing rain in some locations. The region received long durations of snowfall, with 10 inches at Bethel.

Profile	Description
	- February 2009: A storm over the west coast of Alaska brought heavy snow and blizzard conditions to the region, with an observation of 5 inches of snow at Bethel. - September 2022: the remnants of Typhoon Merbok brought high winds and heavy rains that drove backwater along the Kuskokwim River from Bethel to the Kuskokwim Delta and resulted in minor flooding around Brown's Slough in Bethel. - February 2024: Two shortwaves associated with an atmospheric river across the Alaska Peninsula and into southwest Alaska pushed into the Kuskokwim Delta, where the most severe conditions associated with this event were focused. Up to a foot of snow fell near Bethel. - November 2024: A low associated with the remnants of Typhoon Kong-rey brought plentiful moisture and strong winds to southwest Alaska, where it combined with the cold air in the Kuskokwim Delta and created blizzard conditions from Bethel west. - October 2025: Remnants of Typhoon Halong resulted in severe wind and flood damage to Bethel and a local disaster emergency declaration by the City.
Extent / Severity	While severe weather does occur in Bethel, based on past events and effects, it is considered of limited severity. Heavy snow and rain occur in Bethel, and snowfall can accumulate 4 inches or more in 12 hours or less. Severe weather may result in temporary impacts to transportation, disruption of the flow of supplies and emergency and medical services, roof damage, downed trees and power lines, damage to aircraft and watercraft, interference with utilities, and flooding in the case of a quick thaw after heavy snow. Severe weather can also result in human deaths through accidents and exposure to extreme cold.
Recurrence Probability	Based on historical occurrences, the City of Bethel can expect to experience from zero to two severe weather events each year. Climate change is likely to result in increasing variability in storms and the recurrence probability may increase in the future.

4.1.8 Technological/Cyber Threat

Table 4-8: Technological/Cyber Threat

Profile	Description
Nature	FEMA defines technological hazards as those originating from technological or industrial accidents, infrastructure failures, or other human activities. Some examples include communications and/or computer database failure or power failure. Cybersecurity is the practice of protecting networks, devices, and data from unauthorized access or criminal use, ensuring confidentiality, integrity, and availability of information. This involves safeguarding critical infrastructure and key resources from cyber threats, which can include malicious attacks, human error, equipment failure, and natural hazards. Alaska's cybersecurity efforts are primarily managed by the Office of Information Technology and the Alaska Department of Commerce, Community, and Economic Development.
Location	Technological hazards may impact the entire City, such as disruptions to the internet or critical infrastructure, or could be more localized, such as utilities and public works, port, and transportation facilities.
History	The Alaska Division of Insurance requires entities to report cybersecurity events, but there are no public records available. According to Alaska Public Media, there have been multiple known incidents of cyberattacks in Alaska in the past decade: • 2018: A cyberattack of the Matanuska-Susitna Borough and Valdez brought down servers, phone systems, and computers. • 2021: Multiple incidents of cyberattacks were reported to the Alaska Court System and Department of Health and Social Services. • 2025: A data breach of the Anchorage Neighborhood Health Center occurred. None of these cyberattacks occurred in Bethel.
Extent / Severity	Models are available for estimating the effects of a technological hazard or cybersecurity threat, including the area affected and consequences to population, resources, and infrastructure. However, due to the large number of factors involved, including the various causes of failure from malicious to accidental, the extent of a future technological hazard is unknown.
Recurrence Probability	Based on the National Planning Scenarios (2006), which included cyberattack as one of 15 "credible" scenarios, it is anticipated that technology hazards and associated cyberattacks will remain a high threat in the City of Bethel for the foreseeable future.

4.1.9 Volcano

Table 4-9: Volcano

Profile	Description
Nature	A volcano is a vent or opening in the earth's crust from which molten lava (magma), pyroclastic materials, and volcanic gases are expelled onto the surface. The vent may be visible as a small, bowl-shaped depression at the summit of a cone or shield-shaped mountain. Through a series of cracks within and beneath the volcano, the vent connects to one or more linked storage areas of molten or partially molten rock. There are four general volcano types: • Lava domes are formed when lava erupts and accumulates near the vent. • Cinder cones are shaped and formed by cinders, ash, and other fragmented material accumulations that originate from an eruption. • Shield volcanoes are broad, gently sloping volcanic cones with a flat dome shape that usually encompass several tens or hundreds of square miles, built from overlapping and inter-fingering basaltic lava flows. • Composite or stratovolcanoes are typically steep-sided large dimensional symmetrical cones built from alternating lava, volcanic ash, cinder, and block layers; most composite volcanoes have a crater at the summit containing a central vent or a clustered group of vents. There are three types of volcanic eruptions, described below. Some volcanoes may exhibit only one type of eruption during an event, while others may display an entire sequence of all three types in one event. • Magmatic eruptions are the most well-observed eruptions. Magmatic eruptions produce juvenile clasts (composed fragments) during explosive decompression from gas releases. Magnetic eruption subtypes include Hawaiian, Strombolian, Vulcanian, Peléan, and Plinian. • Phreatomagmatic eruptions are volcanic eruptions resulting from the interaction between magma and water. Grain deposits from phreatomagmatic explosion involving high water to magma ratios are extremely fine-grained and distinctly poorly sorted, while deposits resulting from low water to magma ratios are commonly coarse and relatively well-sorted. Phreatomagmatic eruption subtypes include Surtseyan, Submarine, and Subglacial. • Phreatic eruptions are steam-blast eruptions. These eruptions occur when cold groundwater or surface water comes into contact with hot rock or magma. Phreatic eruptions blast out steam, water, ash, volcanic bombs, and volcanic blocks, but no new magma. The term tephra defines all pieces of all fragments of rock ejected into the air by erupting volcano. Most tephra falls back onto the slopes of the volcano, enlarging it. Smaller and lighter pieces less than 2 millimeters in diameter (less than one-tenth of an inch), termed ash, are carried by winds for thousands of miles. Other hazards potentially caused by a volcanic eruption include: • Volcanic ashfall; • Lava flows; • Lahars (debris flows); • Volcanic gas; • Pyroclastic surges or flows; and • Volcanic landslides.
Location	According to the Alaska Volcano Observatory, there are no active volcanoes in the immediate Bethel area. The closest monitored volcanoes to Bethel are in two general

Profile	Description
	groupings in the Aleutian volcanic arc: Mount Spurr, Redoubt Volcano, Iliamna Volcano, and Mount Augustine, more than 300 miles away, and Mount Griggs, Novarupta, Trident Volcano, Mount Mageik, and Mount Martin, roughly 300 miles away (Figure 8).
History	Alaska Volcano Observatory lists the most recent volcanic eruptions and activity for the closest monitored volcanoes to Bethel: • 1965: Mount Griggs (fumarolic or hydrothermal activity) • 2005: Mount Augustine (eruption) • 2005: Mount Mageik (fumarolic or hydrothermal activity) • 2019: Mount Martin (vapor plume) • 2019: Redoubt (remobilized tephra; eruption in 2009) • 2021: Novarupta (remobilized tephra; eruption in 1912) • 2021: Iliamna (avalanche; eruption in 1953) • 2022: Trident (earthquake swarm; eruption in 1953) • 2024: Mount Spurr (seismic activity; eruption in 1992) The most volcanic eruption was Redoubt in 2008. Bethel was not directly affected, but planes were unable to land at the City airport for a week because of changed flight patterns.
Extent / Severity	Volcanic eruptions vary in extent and severity based on the location, duration, and strength of the volcanic activity. Bethel lies in a low volcanic ash area (Figure 8) based on its geographic location in relation to historically active and ashfall-producing volcanoes. The volcanic eruptions described above were not close enough to Bethel to impact the City through volcanic hazards. However, air flights have been impacted by ash from eruptions in the past. The City receives goods and supplies via air and barge, and if flight paths are altered such that aircraft cannot land at Bethel, there is a risk of a shortage of supplies until normal air traffic resumes.
Recurrence Probability	The recurrence probability of ashfall from a distant eruption that could impact Bethel either directly (from damages and health issues of the ash) or indirectly (from disruptions in air travel and supply delivery) is approximately once per year (or, equal to the overall probability of a volcanic eruption occurring in Alaska).

4.1.10 Wildfire

Table 4-10: Wildfire

Profile	Description
Nature	A wildfire, forest fire, wildland fire, or bushfire is an unplanned and uncontrolled fire in an area of flammable vegetation. This type of fire often begins unnoticed and spreads quickly, and is usually signaled by dense smoke that may be visible from miles away. Wildfires can be caused by human activities (e.g., unattended burns, campfires, or off-road vehicles without spark-arresting mufflers) or by natural events such as lightning. Wildfires often occur in forests or other highly vegetated areas. In addition, wildfires can be classified as forest, urban, interface or intermix, and prescribed burns. Topography, fuel, and weather contribute significantly to wildfire behavior and can be used to identify wildfire hazard areas: • Topography describes slope increases, which influence wildfire spread rate increases. South-facing slopes are subject to more solar radiation than slopes facing other directions and tend to be drier, thereby intensifying wildfire behavior. However, ridge tops may mark the end of wildfire spread because fire spreads more slowly (or may even be unable to spread) downhill. • Fuel refers to the type and condition of vegetation; it plays a significant role in wildfire spread. Certain plant types are more susceptible to burning or will burn with greater intensity. Dense or overgrown vegetation increases the amount of combustible material available as fire fuel (referred to as the “fuel load”). The living-to-dead plant matter ratio is also important. Certain climate changes may increase wildfire risk significantly during prolonged drought periods because the moisture content of both living and dead plant matter decreases. Both the horizontal and vertical fuel load continuity are also important factors. • Weather is the most variable factor affecting wildfire behavior. Temperature, humidity, wind, and lightning can affect ignition opportunities and fire spread rate. Extreme weather (such as high temperatures and low humidity) can lead to extreme wildfire activity. Climate change increases the susceptibility of vegetation to ignition due to longer dry seasons. By contrast, cooling temperatures and higher humidities often signal reduced wildfire occurrence and easier containment. Wildfire frequency and severity sometimes result from other hazard impacts such as drought and infestations. If not promptly controlled, wildfires may grow into an emergency or disaster. Even small fires can threaten lives and resources and destroy improved properties. In addition to affecting people, wildfires may severely affect livestock and pets. Such events may require emergency water/food, evacuation, and shelter. Indirect wildfire effects can be catastrophic. In addition to stripping the land of vegetation and destroying forest resources, large intense fires can harm the soil, waterways, and the land itself. Soil exposed to intense heat may lose its capability to absorb moisture and support life. Exposed soils erode quickly and exacerbate river and stream siltation, thereby increasing flood potential, harming aquatic life, and degrading water quality. Vegetation-stripped lands are more susceptible to increased debris flow hazards.

Profile	Description
Location	A Wildfire Exposure Assessment tool was created by the University of Alberta and in 2024 was modified by the University of Alaska for Alaska. This tool identifies the likelihood for potential wildfire activity to get to and impact a particular location based on mapped vegetation communities. The tool calculates wildfire exposure through a flammability hazard rating and focal statistics (structure buffer) based on a scale of 0–100. Figure 9 shows that the wildfire exposure risk is very low or low over most of the Bethel Census Designated Place (Figure 9), with small areas of moderate risk and one very small area of high risk outside the population center.
History	The 2017 LHMP documented 95 fires occurring within 50 miles of Bethel between 1939 and 2017. Between 2017 and July 2025, the Alaska Interagency Coordination Center Wildland Fire Information Map identified 11 additional wildland fires in a 50-mile radius: • 2020 – West Nunavakpak – a 2-acre grass fire caused by lightning, approximately 43 miles west of Bethel • 2021 – Kiktak Island – a 254-acre forest (hardwoods) fire of undetermined cause, approximately 14 miles northeast of Bethel • 2022 – Kasigluk – a 5-acre grass fire caused by an equipment mechanical breakdown in Kasigluk, approximately 26 miles northwest of Bethel • 2022 – Johnson River – a 29-acre grass fire caused by lightning near Napakiak, approximately 11 miles southwest of Bethel • 2022 – Fish Camp Island – a 10-acre grass fire caused by a campfire near Napakiak, approximately 10 miles southwest of Bethel • 2022 – Graveyard Point – a 0.1-acre grass fire caused by arson within the Bethel City limits • 2022 – Kwethluk – a 10,303-acre grass fire of undetermined cause, approximately 31 miles southeast of Bethel • 2022 – Kushluk River – a 6-acre grass fire caused by lightning, approximately 25 miles east of Bethel • 2024 – Kwethluk River – a 0.1-acre fire caused by lightning, approximately 29 miles southeast of Bethel • 2024 – Mishevik Slough – a 0.1-acre tundra fire with black spruce fuels, caused by lightning, approximately 28 miles northeast of Bethel • 2024 – Kvichavak River – a 2-acre tundra fire caused by lightning, approximately 39 miles northeast of Bethel
Extent / Severity	According to the Alaska Wildfire Exposure Assessment tool, based on mapped vegetation, only 1.2 acres (<0.01%) of Bethel outside the population center is at risk for high/extreme wildfire exposures (Figure 9). The entire population center has a very low or low (99.7%) or moderate (0.3%) risk for wildfire exposure. The extent and severity of wildland fires in Bethel depend on weather, site conditions, and other hazards (e.g., spruce-bark beetle infestations) and the resources and response of fire crews. Tundra fires are difficult to extinguish because they can burn underground, undetected, and then pop up and continue burning.

Profile	Description
Recurrence Probability	Based on vegetation models by the University of Alaska Fairbanks Climate Adaptation Center, Bethel has a history of low flammability and is in the category of least likely to burn. Model projections for 2070 to 2099 predict that vegetation in Bethel will remain in this category, although the risk in areas east of the river is expected to increase substantially. Additionally, thawing permafrost will likely make Bethel more susceptible to wildfire risk and result in a wildfire probability higher than what Bethel has experienced in the past. Based on historical occurrences, areas in a 50-mile radius of Bethel can expect to experience approximately 1 to 6 wildfires annually. This number is likely to rise with climate change and associated thawing of permafrost.

4.2 OVERALL SUMMARY OF VULNERABILITY

A vulnerability analysis evaluates the potential vulnerability of person or a “place” against a broad range of identified hazards, helping identify what is at risk and why. For this 2026 LHMP update, a hazard overlay analysis was conducted to show people and places within a hazard area.

Hazards included in this analysis are identified in Section 4.1 and include the highest hazard areas for each of these hazards, as listed in Table 4-11.

Table 4-11: Highest Hazard Areas

Hazard	Hazard Area
Climate Change	Areas that may experience climate change
Earthquake	Areas that may experience severe/violent or strong/very strong shaking
Erosion	Areas within 100 feet of shoreline where erosion currently occurs
Flooding	Areas within the Special Flood Hazard Area
Hazardous Materials	Areas that may be exposed to hazardous materials
Permafrost Thaw	Areas with continuous and discontinuous permafrost coverage
Severe Weather	Areas that may experience severe weather
Technological/Cyber Threat	Areas that may be impacted by technological/cyber threats
Volcano	Areas that may be impacted by low-moderate, moderate, or high volcanic ash and tephra fall
Wildland Fire	Areas within high/extreme or moderate wildfire exposure

People and places considered in this analysis are identified in Section 3 and include land area, population center, and critical facilities, as summarized in Table 4-12. The overall results of this vulnerability analysis are shown in Table 4-13 through Table 4-15.

Table 4-12: Total Land Area, Population Center and Critical Facilities

Category	Unit
Land Area	32,077 acres
Population Center	1,542 acres
Critical Facilities	29 facilities

Table 4-13: Total Acres of Land in a Hazard Area

Hazard Area	Acres	Percent of Total Acres
Climate Change	32,076.56	100
Earthquake		
Severe/Violent	0	0
Strong/Very Strong	0	0
Light/Moderate	32,076.56	100

Hazard Area	Acres	Percent of Total Acres
Erosion	40.73	0.13
Flooding		
Special Flood Hazard Area	3,236.22	10.09
Moderate to Low Risk ¹	2,518.51	7.85
Undetermined	26,321.83	82.06
Permafrost Thaw (Permafrost Distribution)		
Continuous (>90%)	0	0
Discontinuous (50–90%)	23,775.83	74.12
Sporadic (10–50%)	1,157.50	3.61
Isolated (0–10%)	2,771.19	8.64
Absent (0%)	0	0
Large Waterbodies (Unfrozen Below)	4,372.04	13.63
Severe Weather	32,076.56	100
Technological/Cyber Threat	32,076.56	100
Volcano Ash and Tephra Fall		
High	0	0
Low-Moderate/Moderate	0	0
Low	32,076.56	100
Wildfire Exposure (High/Extreme)		
High/Extreme	1.20	<0.01
Moderate	634.63	1.98
Very Low/Low	31,440.73	98.01

¹ Note that Moderate and Low risk are combined into a single category in the source data source from FEMA.

Table 4-14: Total Number of Acres of Population Center in a Hazard Area

Hazard Area	Acres	Percent of Total Acres
Climate Change	1,541.77	100
Earthquake (Severe/Violent)		
Severe/Violent	0	0
Strong/Very Strong	0	0
Light/Moderate	1,541.77	100
Erosion	37.25	2.42
Flooding		
Special Flood Hazard Area	358.65	23.26

Hazard Area	Acres	Percent of Total Acres
Moderate to Low Risk ¹	924.91	59.99
Undetermined	258.20	16.75
Permafrost Thaw (Permafrost Distribution)		
Continuous (>90%)	0	0
Discontinuous (50–90%)	1,420.42	92.13
Sporadic (10–50%)	0	0
Isolated (0–10%)	0	0
Absent (0%)	0	0
Large Waterbodies (Unfrozen Below)	121.35	7.87
Severe Weather	1,541.77	100
Technological/Cyber Threat	1,541.77	100
Volcano Ash and Tephra Fall	0	0
High	0	0
Low-Moderate/Moderate	0	0
Low	1,541.77	100
Wildfire Exposure		
High/Extreme	0	0
Moderate	4.87	0.32
Very Low/Low	1,536.90	99.68

¹ Note that Moderate and Low risk are combined into a single category in the source data source from FEMA.

Table 4-15: Total Number of Critical Facilities in Highest Hazard Areas

Hazard Area	Number	Percent of Total Facilities
Climate Change	29	100
Earthquake (Severe/Violent or Strong/Very Strong)	0	0
Erosion	2	6.90
Flooding (Special Flood Hazard Area)	7	24.14
Flooding (Moderate to Low Risk ¹)	19	65.52
Permafrost Thaw (Discontinuous (50–90%))	27	93.10
Severe Weather	29	100
Technological/Cyber Threat	27	100
Volcano Ash and Tephra Fall (High or Low-Moderate/Moderate)	0	0

Hazard Area	Number	Percent of Total Facilities
Wildfire Exposure (High)	1	3.43
Wildfire Exposure (Moderate)	21	72.41

¹ Note that Moderate and Low risk are combined into a single category in the source data source from FEMA.

4.3 HAZARD IMPACT

A list of the key issues, or overall summary of hazard impact, for each hazard profiled in the 2026 LHMP is provided in Table 4-16.

Table 4-16: Overall Summary of Hazard Impact

Hazard	Assets	Impact Summary
Climate Change	Land Area	All of Bethel is likely to be impacted by climate change. Gradual temperature change will impact the City in many ways, likely leading to an earlier spring breakup season, heavier rains, periods of increased dryness, and less snow. Impacts of the warming climate that have already been observed include permafrost thaw, reduced ability for winter travel on frozen lakes and the river, and reduced reliability and safety of ice road routes. Warming water temperatures, changing migration patterns, and melting permafrost are expected to have impacts on subsistence resources and the cost of living. Climate change may alter or exacerbate other existing threats, such as flooding, riverbank erosion, and permafrost thaw.
	Population Center	The population is expected to be impacted by climate change through impacts to the economy, including the tourism industry, reliability of services such as water and utilities, and damage to roads, infrastructure, facilities, and residences.
	Critical Facilities	Of particular concern to Bethel's critical facilities is the impact of climate change on permafrost, which underlies most critical facilities, as well as roads, homes, and other infrastructure.
Earthquake	Land Area	All of Bethel has low vulnerability to ground shaking from an earthquake, is not located on any major mapped faults, and has had no recorded earthquakes with magnitude 2.5 or greater. Based on its MMI scale intensity, the entire community is at risk for light shaking and associated damage to unstable objects, but with very low risk of damage to infrastructure. Bethel is also tidally influenced and could be affected to some degree by tsunamis caused by underwater earthquakes.
	Population Center	Because of Bethel's low risk of earthquake and low vulnerability to ground shaking, the risk of injury to people and damage to property and services is also low. However, given the low risk and lack of past damaging earthquakes, the community may lack preparedness for a future moderate or stronger earthquake.
	Critical Facilities	Because of Bethel's low risk of earthquake and low vulnerability to ground shaking, no critical facilities have been identified as vulnerable to earthquake damage. However, some critical facilities may be vulnerable in the unlikely event of a moderate or stronger earthquake.

Hazard	Assets	Impact Summary
Erosion	Land Area	Riverine erosion along the Kuskokwim River is a concern for the City of Bethel, as waterfront areas are exposed to high velocity river water and have suffered severe erosion in the past. USACE installed 9,400 feet of seawall to stabilize the riverbanks, completed in two phases (1997 and 2007). Based on the most recent inspection by USACE in 2022, the project was found to be in good condition, although river scour occurs under the seawall, and ongoing maintenance is necessary. Concerns from erosion include loss of development opportunities along the river, increased sedimentation that impacts channel navigation, water quality and loss of native aquatic habitats, damage to riverfront infrastructure and facilities, and the expense associated with maintenance and repairs and ongoing erosion prevention and control.
	Population Center	Erosion has the potential to impact a road and houses on top of a steep bank above the seawall. Erosion also has the potential to impact the tourism industry and movement of goods and services in the region due to sedimentation of the navigation channel and damages to riverfront facilities.
	Critical Facilities	Erosion has the potential to impact the City dock/port and the petro port. It also has the potential to undermine the seawall that currently protects the City from erosion and flooding.
Flooding	Land Area	Riverine flooding is a concern for much of Bethel, as it is a riverfront community, with the greatest vulnerability in areas along the river and on sloughs such as Brown's Slough. Flooding has affected 80% of the major residential and commercial areas. The Brown's Slough area is the most flood-prone and also contains a high density of the City's residential development. However, floods can reach further inland, as exemplified by a 1995 flood that created a cove 200 feet from the river. Localized flooding independent of the river is also a concern in low, flat areas. Floods can block roadways and cause erosion, mudflows, debris flows, and water damage to structures and result in road closures, impacts to public safety (access and response capabilities), land loss, limited availability of perishable commodities, injury, and even death.
	Population Center	Flood impacts in the population center may include water damage to structures and contents, roadbed erosion and damage, boat strandings, areas of standing water in roadways, and damage or displacement of fuel tanks, power lines, or other infrastructure. Buildings on slab foundations or that are not designed to withstand flooding events are most vulnerable. Flooding can lead to property loss, reduced property values, reduced recreational areas and open space, loss of access/disrupted transportation, displacement, and secondary hazards such as landslides and mudslides. Floods can also result in trauma, injuries, or even death.

Hazard	Assets	Impact Summary
	Critical Facilities	The vast majority of Bethel's critical facilities are in areas with some risk of flooding. Critical facilities located in a high-risk area for flooding include the City dock/Bethel port, port office, family clinic, petro port, two heating fuel providers, and Top Fuel, with numerous additional critical facilities in areas with low to moderate flooding risk. Floods may cause loss of utilities, overwhelm wastewater systems and damage water equipment and structures, cause significant erosion and wash out roads, and lead to secondary hazards. In addition, damage or limited access from floods to and from these facilities and infrastructure as well as throughout the City may impede public services and public safety.
Hazardous Materials	Land Area	Exposure to hazardous materials may cause injury, illness, or death. Effects may be felt over seconds, minutes, or hours (short term); or not emerge until days, weeks, or even years after exposure (long term). In addition, some substances are harmful after single exposures of short duration, while others require long episodes of exposure or repeated exposure over time to create harm. Releases of hazardous materials to the environment and potential for exposures are greatest in developed and industrial areas, particularly near the airport, former military sites, power plant, landfill, and various locations where fuel storage tanks are present. Oil spills are also a concern in the river and at facilities around the shoreline (i.e., bulk fuel terminals).
	Population Center	Oil spills and releases of hazardous materials to the groundwater, surface water, and soil may expose residents to harmful substances prior to cleanup, potentially impacting public health. Oil spills in the Kuskokwim River could impact tourism and subsistence fishing, and may temporarily disrupt operations that contribute to the local economy during cleanup. Use of abandoned buildings by transient populations may result in human exposure to hazardous building materials. Human-caused fires in abandoned buildings with hazardous building materials would result in their release and potential inhalation impacts to the local population.
	Critical Facilities	Past and present contaminated sites are associated with the public works shop, regional hospital, correctional center, port, airport, and an abandoned sewage lagoon, and the landfill may contain hazardous building materials or other hazardous materials that have been improperly disposed of. Releases of hazardous materials may impact other critical facilities through contamination of soil or groundwater, or lead to access or other constraints as a result of cleanup actions.
Permafrost Thaw	Land Area	Permafrost thaw is a major concern for the City of Bethel, as the entire City is underlain by isolated or discontinuous permafrost areas. Impacts associated with degrading permafrost include surface subsidence and damage to buildings, facilities, roads, and other infrastructure. Permafrost thaw will remain a major concern for the City, as there is no alternative to constructing on permafrost and local soil types already pose challenges to development. Future construction and maintenance will become more challenging as permafrost thaw continues.

Hazard	Assets	Impact Summary
	Population Center	Nearly the entire population of Bethel lives in residences built on permafrost, and where impacts associated with maintenance costs will increase. Almost all buildings are secured on pilings that keep the structures above ground. In areas of the City that are connected to piped water and sewer evacuation, all the piping is above ground and supported on pilings. Large snow fences that are used to prevent snowdrifts around residential neighborhoods can lead to long-term permafrost damage. As a result of land subsidence caused by permafrost thaw, homes and other buildings require leveling every 1 to 3 years. Permafrost thaw can lead to property damage and loss, unsafe living conditions, and economic impacts associated with ongoing maintenance. Chief Eddie Hoffman Highway must be repaired every 10 years because of impacts due to permafrost thaw (these repairs are the responsibility of ADOT&PF). Damage to other roads and foundations, pedestrian walkways, and foot bridges has also been observed.
	Critical Facilities	Nearly all critical facilities occur in areas mapped as having discontinuous permafrost and are at risk from permafrost thaw. Potential impacts include damage to building foundations and infrastructure and increasing costs to maintain these facilities.
Severe Weather	Land Area	All of the City of Bethel is at risk of severe weather. A major storm can last for several days and be accompanied by high winds; freezing rain or sleet; heavy snowfall; and cold temperatures. A storm may knock down trees and powerlines, cause roofs to collapse, result in damage to light aircraft and small boats, lead to dangerous driving conditions causing drivers to be stranded, and result in injury and death from snow machine or vehicle accidents. A quick thaw after heavy snow can lead to flooding. Impacts from extreme cold include hypothermia, fog and ice, congealed fuel, frozen pipes, disruption in utilities, and carbon monoxide poisoning.
	Population Center	Severe weather impacts on the population center may include utility disruption, property damage and property loss, loss of access/disrupted transportation, and displacement. The de-energization of electrical systems can pose a life-safety risk to residents, particularly those that have medical needs that require medications to be refrigerated or medical devices that require power. Buildings that are older and/or not constructed with materials designed to withstand heavy snow and wind are most vulnerable to the impacts of severe weather.
	Critical Facilities	All critical facilities are vulnerable to severe weather with impacts from damage to structures and systems as well as restricted access to the facilities.

Hazard	Assets	Impact Summary
Technological	Land Area	All of the City of Bethel is vulnerable to the effects of technological failure and cyber threat. The land area may experience communications disruptions, power outages, water and wastewater treatment disruptions, transportation impacts, economic concerns, and reduced access to emergency response, fire, or other services. Impacts may be minor, localized, and temporary, or more severe situations may be catastrophic. Injury, property damage, loss of lives, privacy issues, emotional stress, and other hardships may be caused by technological failure and cyber threat.
	Population Center	Technological disruptions can impact the population center by reducing or limiting communications, causing public health and safety issues for failures of emergency dispatch and traffic signals, and disrupting electricity generation and distribution. These in turn can impact schools, hospitals, City operations, port operations, transportation facilities such as airports, and major economic centers.
	Critical Facilities	Critical facilities that rely on computer systems or those that can be impacted by disruptions of communications are vulnerable to cyber threats and technological hazards. Cyberattacks on critical facilities that serve the community for medical and emergency response needs could pose significant impacts to the community if services are unavailable for a period of time. Critical facilities related to transportation also would have a significant impact with the potential to limit the community's ability to access critical services. Temporary disruptions to critical facilities providing commercial and public services (including food, utilities, heating fuel, water, government) could result in health impacts, emotional stress, and other hardships.
Volcano	Land Area	While volcanoes that are being tracked by scientists as active are generally located a considerable distance away (over 100 miles), impacts to the City of Bethel could still be significant due to even low-moderate/moderate ashfall from a distant volcanic event. Ashfall can cause respiratory problems, eye problems, and skin irritation. The area may experience transportation interruptions, impacts to commercial fishing and tourism, mass casualties of fish and sea birds, and water supply contamination. During the eruption of Mount Redoubt in 2009, Bethel was not directly affected by volcanic hazards, but planes were unable to land at the City airport for a week because of changed flight patterns.
	Population Center	In the population center, ashfall can cause respiratory problems, eye problems, and skin irritation. The population center could experience transportation interruptions, impacts to tourism, mass casualties of fish and sea birds, and water supply contamination. The City receives goods and supplies via air and barge, and if flight paths are altered such that aircraft cannot land, there is a risk of shortage of supplies until normal air traffic resumes.
	Critical Facilities	Critical facilities of particular concern include those associated with Bethel's road, air, and maritime travel. Another major concern is the impact of ash on the critical facilities associated with the City's water supply and water treatment operations with increased contamination and stress on treatment systems.

Hazard	Assets	Impact Summary
Wildfire	Land Area	In Bethel, 2% of the total land area is located within an area of moderate wildfire, and less than 0.01% is located in an area of high or extreme wildfire exposure. There are few trees in Bethel, and the City is surrounded by tundra, where tundra fires could occur. Potential impacts from fires include burning vegetation, homes, critical facilities, and infrastructure, as well as injury or loss of life to humans and animals, air pollution, health problems, and restriction of access to recreational areas. Exposed soils erode quickly and enhance siltation of rivers and streams, harm aquatic life, and degrade water quality.
	Population Center	None of the population center is in an area of high or extreme wildfire exposure and less than 1% is in an area of moderate wildfire exposure. Should a fire occur, members of the community could be at risk for impacts to air quality and health concerns, impacts to the tourism industry, and contamination of drinking water.
	Critical Facilities	One critical facility, the Yukon-Kuskokwim Fitness Center, is located in a high wildfire exposure area, with 21 critical facilities in moderate exposure areas. Though the proportion of the land area in high or moderate wildfire exposure areas is relatively low (2%), there are 21 critical facilities in these high and moderate exposure areas (72% of critical facilities). Wildfires may cause loss of land, loss of access, loss of utilities or compromised utility performance, structural damage, economic loss, and secondary hazards including landslides and mudslides. In addition, damage or limited access from wildfires to and from these facilities and infrastructure as well as throughout the City may impede public services and public safety.

4.4 NATIONAL FLOOD INSURANCE PROGRAM INSURED STRUCTURES

The National Flood Insurance Program (NFIP) aims to reduce the impact of flooding on residential and non-residential buildings by providing insurance to property owners and encouraging communities to adopt and enforce floodplain management regulations. Participation in the NFIP is based on an agreement between local communities and the federal government. According to the City of Bethel, there are 72 NFIP-insured structures in Bethel. Of these, one is considered a repetitive loss property.

5.0 MITIGATION STRATEGY

This section addresses Element C of the Local Mitigation Plan Regulation Checklist.

Regulation Checklist – 44 CFR 201.6 Local Mitigation Plans
Element C: Mitigation Strategy
C1. Does the Plan document each jurisdiction's existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs? (Requirement § 201.6(c)(3)) C1-a. Does the plan describe how the existing capabilities of each participant are available to support the mitigation strategy? Does this include a discussion of the existing building codes and land use and development ordinances or regulations? C1-b. Does the plan describe each participant's ability to expand and improve the identified capabilities to achieve mitigation? C2. Does the Plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement § 201.6(c)(3)(ii)) C2-a. Does the plan contain a narrative description or a table/list of their participation activities? C3. Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement §201.6(c)(3)(i)) C3.-a. Does the plan include goals to reduce the risk from the hazards identified in the plan? C4. Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? (Requirement §201.6(c)(3)(ii)) C4-a. Does the plan include an analysis of a comprehensive range of actions/projects that each jurisdiction considered to reduce the impacts of hazards identified in the risk assessment? C4-b. Does the plan include one or more action(s) per jurisdiction for each of the hazards as identified within the plan's risk assessment? C5. Does the Plan contain an action plan that describes how the actions identified will be prioritized (including cost benefit review), implemented, and administered by each jurisdiction? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii)) C5-a. Does the plan describe the criteria used for prioritizing actions? C5-b. Does the plan provide the position, office, department, or agency responsible for implementing/administrating the identified mitigation actions, as well as potential funding sources and expected time frame?

5.1 AUTHORITIES, POLICIES, PROGRAMS, AND RESOURCES

Bethel's existing authorities, policies, programs, and resources available for hazard mitigation are provided in Table 5-1 (human and technical resources), Table 5-2 (financial resources), and Table 5-3 (planning and policy resources). The ways in which the City of Bethel is looking to expand and improve on its hazard mitigation authorities, policies, programs, and resources are provided in Table 5-4.

Table 5-1: Human and Technical Resources for Hazard Mitigation

Government of Department	Principal Activities Related to Hazard Mitigation
Planning	The City of Bethel Planning Department orchestrates urban development and growth strategies for sustainable progress. The department is responsible for enforcing municipal code compliance as it relates to planning activities and the health and safety of the community and ensures that floodplain development meets standards set forth through Bethel Municipal Code, state, and federal regulations. The Planning Department also recommends changes to the code that promote health, safety, and responsible development in the community, and keeps abreast of planning issues on local, state, and national levels.
Public Works	The City of Bethel Public Works Department provides services that make the community safe for residents, visitors, and City employees by maintaining facilities, City fleets, streets, water services, and refuse services. This department maintains City-owned roads following storms and other weather events to ensure safe and accessible transportation throughout the City.
City Manager	The City Manager's office oversees the overall operations and management of municipal operations. The City Manager oversees municipal departments and services to Bethel's residents, implements and manages the annual operating and capital improvement budgets, and implements policies set by the City Council.
Public Safety	The City of Bethel Department of Public Safety is responsible for delivering comprehensive emergency services to the community, including law enforcement, fire suppression, emergency medical response, rescue operations, and public education.
Port of Bethel	The Port of Bethel sets policies and procedures that impact the City's cargo dock, small boat harbor, and other infrastructure. The Port of Bethel is a Potential Place of Refuge with the Alaska Department of Environmental Conservation for stricken vessels in western Alaska.

Table 5-2: Financial Resources for Hazard Mitigation

Government Department / Agency	Resource Type	Principal Activities Related to Hazard Mitigation
City of Bethel	General Fund	The General Fund is the City's primary fund for resource inflows and outflows that are not associated with special purpose funds.
City of Bethel	Enterprise Fund	The Enterprise Fund manages services that are funded through user fees, including solid waste, water and sewer, municipal dock, leased properties, and the City transit system.
Alaska Energy Authority	Renewable Energy Fund	The Renewable Energy Fund provides funding for the development of qualifying and competitively selected renewable energy projects in Alaska. The program is designed to produce cost-effective renewable energy for both heat and power. For Fiscal Year 2026, the Alaska Energy Authority has recommended 18 projects for \$21.2 million in total funding.
FEMA	Emergency Management Performance Grant	The Emergency Management Performance Grant provides financial assistance for local, tribal, and state entities to develop and strengthen their emergency management capabilities and all-hazards preparedness activities. In 2024, national priorities for Emergency Management Performance Grant included equity, climate resilience, and readiness.
FEMA	Hazard Mitigation Assistance (HMA): Hazard Mitigation Grant Program (HMGP)	The HMGP supports pre- and post-disaster mitigation plans and projects. It is available to communities in Alaska after a presidentially declared disaster has occurred.
FEMA	HMA: Flood Mitigation Assistance	Flood Mitigation Assistance funds projects that reduce or eliminate the risk of repetitive flood damage to buildings insured by the NFIP.
FEMA / Department of Homeland Security	Homeland Security Preparedness Technical Assistance Program	This program builds and sustains preparedness technical assistance activities in support of the four homeland security mission areas (prevention, protection, response, recovery) and homeland security program management.
FEMA / U.S. Fire Administration	Assistance to Firefighters Grant Program	This program provides equipment, protective gear, emergency vehicles, training, and other resources needed to protect the public and emergency personnel from fire and related hazards. It is available to fire departments and non-affiliated emergency medical services providers.

Government Department / Agency	Resource Type	Principal Activities Related to Hazard Mitigation
U.S. Department of Housing and Urban Development (through the state of Alaska)	Community Block Grant Program Entitlement Communities Grant	These grants focus on acquisition of real property; relocation and demolition; rehabilitation of residential and non-residential structures; construction of public facilities and improvements, such as water and sewer facilities, streets, and neighborhood centers; and the conversion of school buildings for eligible purposes.
U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration	Hazardous Materials Grants Program	Community Safety grants enhance the capability of communities to prepare for and respond to hazmat accidents and incidents and support the training of state and local enforcement personnel who are responsible for enforcing the safe transportation of hazardous materials. The Hazardous Materials Instructor Training grant is a train-the-trainer program that facilitates the training of hazmat instructors who then conduct training in Hazardous Materials Regulations for hazmat employees.
U.S. Economic Development Administration	Economic Adjustment, Disaster Recovery, and Public Works Programs	The U.S. Economic Development Administration provides funding through three primary funding programs. These are focused on overcoming economic changes, disaster recovery, and public works that advance economic development goals in the region's adopted comprehensive economic development strategy.
EPA	Water Infrastructure Finance and Innovation Act of 2014 (WIFIA) Loans	WIFIA established a federal credit program administered by the EPA for eligible water and wastewater infrastructure projects. Eligible projects include aquifer recharge; alternative water supply; and drought prevention, reduction, or mitigation, among others. Eligible borrowers include local, state, and tribal government entities; projects must be creditworthy and have a dedicated source of revenue; and the maximum portion of project costs that WIFIA can fund is 49%.
U.S. Fish and Wildlife Service	National Coastal Wetlands Conservation Grants Program	The National Coastal Wetlands Conservation Grants Program is an annual grant program that provides up to \$1 million per project in coastal and Great Lakes states, as well as U.S. territories to "protect, restore and enhance coastal wetland ecosystems and associated uplands." Eligible projects include the acquisition of real property interest in coastal lands or waters and the restoration, enhancement, or management of coastal wetlands ecosystems.

Table 5-3: Planning, Policy, Program, Public Outreach, and Shelters for Hazard Mitigation

Type	Name	Principal Activities Related to Hazard Mitigation
Planning	Bethel 2045 Comprehensive Plan (2023 update)	This plan describes Bethel's hazards and its status as an Environmentally Threatened Community at risk for infrastructure damage caused by hazards that are exacerbated by climate change. It lists goals that prepare the City for a broad range of potential climate change impacts.
	Bethel, Alaska Emergency Operations Plan 2023-2028	This plan identifies the hazards that threaten the City of Bethel and directs management and coordination of major emergencies and/or disaster response and short-term recovery services. It identifies available resources for the protection of lives, property, the environment, and the continuance of government; and identifies and assigns roles, responsibilities, and tasks to City of Bethel departments and agencies for response operations.
	Emergency Response Plan for AK2-225032 Bethel City SD Water System	This plan provides a summary of the SD Water System, identifies critical customers, provides an emergency chain of command, and outlines public and media communication strategies. It also includes information on personnel safety measures, alternate water sources, and standard treatment and monitoring plans.
	Emergency Response Plan for AK2-270346 Bethel Heights Water System	This plan provides a summary of the Bethel Heights Water System, identifies critical customers, provides an emergency chain of command, and outlines public and media communication strategies. It also includes information on personnel safety measures, alternate water sources, and standard treatment and monitoring plans.
Policy	City of Bethel Municipal Code	The municipal code establishes laws and rules that control land development; land use; and building type, size, material, and location within a designated area: • Title 15 Buildings, Construction and Flood Control: Regulates building standards to withstand hazard impacts. • Chapter 15.08 Flood Control: Promotes public health, safety, and general welfare, minimizes losses in flood-prone areas, and meets the requirements for participation in the NFIP. • Title 16 Planning, Land Use, Platting and Site Development: Regulates future development to enhance safety from fire, flooding, and other dangers. • Title 18 Zoning: Implements the comprehensive plan and promotes the public health, safety, and welfare of present and future inhabitants of the City. Identifies permitted uses in certain zoning districts.

Type	Name	Principal Activities Related to Hazard Mitigation
Program	Capital Improvement Program	This program identifies, prioritizes, budgets, and coordinates major projects for a community over a specific timeframe.
	NFIP	The NFIP aims to reduce the impact of flooding on residential and non-residential buildings by providing insurance to property owners and encouraging communities to adopt and enforce floodplain management regulations. Participation in the NFIP is based on an agreement between local communities and the federal government. As part of this program, the City agrees to regulate new development and substantial improvements to existing structures in the flood plain, or to build safely above flood heights to reduce future damage to new construction. Development permits for all new buildings or substantial improvements are required in FIRM zones A, AO, AH, and A-numbered zones, and flood insurance purchases may be required. An Elevation Certificate is required as part of the development permit.
Public Outreach	Public Communications	The City of Bethel uses the City website, social media, and a monthly newsletter, "In the Loop," to provide outreach to the community on relevant events, activities, and planning processes happening in the City. Moving forward, the City will also work with KYUK to enhance public outreach via radio and television.
Shelter	Emergency Evacuation	The City of Bethel uses the Alaska National Guard Hoffman Readiness Center, the Yup'it Piciryarait Cultural Center, and the gymnasium addition to the Yukon Kuskokwim Aquatic Health and Fitness Center as emergency evacuation shelters.

Table 5-4: Ability to Expand Hazard Mitigation Resources

Capability	Type/Description	Expansion
Human and Technical	Mitigation Specialist	Appoint or assign someone with the City government to oversee hazard mitigation grant opportunities, including notifying departments/agencies of upcoming grant cycles and spearheading Notice of Intent applications, grant applications, and grant management requirements.
Financial	HMA Funding	Apply for HMGP funding as it becomes available. The focus should be on projects that mitigate critical infrastructure, provide protection for disadvantaged areas, and address climate change.
Planning and Policy	Comprehensive Plan	Update the Comprehensive Plan to address community goals for future development, local transportation, land use, and health programs and policies.
Planning and Policy	Climate Adaptation Plan	Develop a Climate Adaptation Plan to adapt to the impacts of climate change through a series of local transportation, land use, building energy, water, waste, and green infrastructure programs and policies.

5.2 NATIONAL FLOOD INSURANCE PROGRAM PARTICIPATION

The NFIP aims to reduce the impact of flooding on residential and nonresidential buildings by providing insurance to property owners and encouraging communities to adopt and enforce floodplain management regulations. Participation in the NFIP is based on an agreement between local communities and the federal government.

The City of Bethel joined the NFIP in March 1976. As a participant of the NFIP, the City enforces a floodplain management ordinance and participates in FEMA's Community Assisted Visits, which occur on a 3- to 5-year cycle. The City maintains its floodplain regulations in Bethel Municipal Code Chapter 15.08 to be in compliance with the NFIP.

5.3 MITIGATION GOALS

Mitigation goals are defined as general guidelines that explain what an agency wants to achieve in terms of hazard mitigation and loss prevention. Goal statements are typically long-range, policy-oriented statements representing a community-wide vision. FEMA's 2022 Building Resilient Infrastructure and Communities priorities are the basis for the goals for the 2026 LHMP.

1. Safety. Create a healthy and safe community.
2. Adaptation. Reduce the vulnerability of structures, critical infrastructure, and other values at risk to minimize losses and damage from hazard events and disasters.
3. Resilience. Increase the resilience of the environment to environmental shifts anticipated from climate change through innovative and long-term actions.
4. Collaboration. Provide an effective framework for partners and agencies to collaborate, leverage expertise, and prioritize projects on a regularly established schedule.
5. Action. Implement and track the 2026 LHMP to leverage successes for funding opportunities and resources.

5.4 DRAFT MITIGATION ACTIONS

Mitigation actions, also known as mitigation projects, are strategies that help achieve the goals of an LHMP. Mitigation actions can include structure and infrastructure projects, nature-based solutions, and community resiliency projects and programs. Table 5-5 lists the potential mitigation actions developed for the 2026 LHMP, which were developed using FEMA success stories and best management practices; FEMA job aids; local and regional plans and reports; and input from planning team members and sustainability practitioners.

As shown in Table 5-5, at least one mitigation action has been developed to address each hazard profiled in this plan. The actions are not listed in any order. Detailed information about each action, including an overview of the project, the hazards and goals it addresses, the type of asset it protects, the associated benefits and costs, and project source(s) are provided in Appendix C.

Table 5-5: Summary of Draft Mitigation Actions

No.	Project Name	Hazard(s) Mitigated
1	Website Improvement	All
2	Emergency Supplies	All
3	Storage Facility	All
4	Backup Generators	All
5	Domestic Animal Shelters	All
6	Community Resilience and Climate Adaptation Plan	Climate Change, Erosion, Flooding, Permafrost Thaw, Severe Weather, Wildfire
7	Seismic Restraints	Earthquake
8	Bottom Scour Risk Assessment and Structural Improvement Plan	Erosion
9	Seawall Tieback Assessment	Erosion, Flooding
10	Continued NFIP Compliance	Flooding
11	Culvert and Bridge Installation and Repair	Erosion, Flooding, Permafrost Degradation, Climate Change
12	Hazardous Materials Mapping and Abatement Prioritization	Hazardous Materials
13	Identification of Permafrost Mitigation Technologies	Permafrost Thaw, Climate Change
14	Permafrost Thaw Risk and Development Planning	Permafrost Thaw, Climate Change
15	Thermosyphons	Permafrost Thaw, Climate Change
16	Severe Weather Emergency Notification Plan	Severe Weather

No.	Project Name	Hazard(s) Mitigated
17	Cyber Threat Prevention, Response Strategy, and Security Policies	Technological/Cyber Threat
18	Ash and Smoke Masks	Volcano, Wildfire
19	Firefighting Resource Upgrades and Training	Wildfire

5.5 FINAL ACTION PLAN

A final action plan is an itemized list of draft mitigation actions that a community/agency hopes to put into practice to reduce its risks and vulnerabilities. Cost estimates were based on past experience and best judgment, including benefits of losses avoided and qualitative benefits such as quality of life and natural and beneficial functions of ecosystems.

For the 2026 LHMP, the planning team created a two-tier prioritization process based on the following:

- High priority mitigation actions are those that address multiple hazards or single hazards of immediate concern and are also cost-effective (positive cost-benefit ratio) and have an identified funding source.
- Medium priority mitigation actions are those that address single hazards that are not of immediate concern and/or those that are of immediate concern but are not cost effective or do not have an identified funding source.

The City of Bethel determined the hazards and threats of immediate concern include erosion, flood, permafrost thaw, and severe weather.

The results of the above prioritization process are provided in Table 5-6. For each mitigation action listed, potential funding sources, responsible departments or agencies, and implementation timelines have been identified.

Table 5-6: Final Action Plan

No.	Project Name	Hazard	Priority	Potential Funding Source	Responsibility	Timing
1	Website Improvement	All	Medium	City General Fund	City Manager	0 to 3 years
2	Emergency Supplies	All	Medium	City General Fund, grant opportunities, if available	City Manager / City Planning / Public Safety/ Grant Manager	Ongoing
3	Storage Facility	All	High	City General Fund, FEMA HMGP, other grant opportunities, if available	Public Works / Grant Manager	0 to 3 years
4	Backup Generators	All	Medium	FEMA HMGP, other grant opportunities, if available	Public Works / Grant Manager	0 to 3 years
5	Domestic Animal Shelters	All	High	FEMA HMGP, other grant opportunities, if available	Public Works / Public Safety / Grant Manager	0 to 3 years
6	Seismic Restraints	Earthquake	Medium	City General Fund	City Manager / Public Works	0 to 3 years
7	Community Resilience and Climate Adaptation Plan	Climate Change, Erosion, Flooding, Permafrost Thaw, Severe Weather, Wildfire	Medium	City General Fund	City Planning	0 to 3 years
8	Bottom Scour Risk Assessment and Structural Improvement Plan	Erosion	High	FEMA HMGP, other grant opportunities, if available	City Planning / City Manager / Port of Bethel / Grant Manager	3 to 5 years
9	Seawall Tieback Assessment	Erosion, Flooding	High	FEMA HMGP, other grant opportunities, if available	City Planning / City Manager / Port of Bethel / Grant Manager	3 to 5 years

No.	Project Name	Hazard	Priority	Potential Funding Source	Responsibility	Timing
10	Continued NFIP Compliance	Flooding	Medium	City General Fund	City Planning	Ongoing
11	Culvert and Bridge Installation and Repair	Climate Change, Erosion, Flooding, Permafrost Thaw	High	FEMA HMGP	Public Works	3 to 5 years
12	Hazardous Materials Mapping and Abatement Prioritization	Hazardous Materials	Low	City General Fund, Pipeline and Hazardous Materials Safety Administration Hazardous Materials Grant Program	City Planning / Grant Manager	0 to 3 years
13	Identification of Permafrost Mitigation Technologies	Climate Change, Permafrost Thaw	High	City General Fund	City Manager / City Planning	3 to 5 years
14	Permafrost Thaw Risk and Development Planning	Climate Change, Permafrost Thaw	High	City General Fund	City Manager / City Planning	0 to 3 years
15	Thermosyphons	Climate Change, Permafrost Thaw	High	FEMA HMGP	City Manager / City Planning / Public Works	3 to 5 years
16	Severe Weather Emergency Notification Plan	Severe Weather	High	City General Fund, FEMA Emergency Management Performance Grant	City Manager / Grant Manager	0 to 3 years
17	Cyber Threat Prevention, Response Strategy, and Security Policies	Technological/Cyber Threat	Medium	City General Fund	City Manager / Public Safety	0 to 3 years
18	Ash and Smoke Masks	Volcano, Wildfire	Medium	City General Fund	City Manager	0 to 3 years
19	Firefighting Resource Upgrades and Training	Wildfire	High	City General Fund, FEMA Assistance to Firefighters Grant	Public Safety / Grant Manager	Ongoing

6.0 PLAN MAINTENANCE

This section addresses Element D of the Local Mitigation Plan Regulation Checklist.

Regulation Checklist – 44 CFR 201.6 Local Mitigation Plans
Element D: Plan Maintenance
D1. Is there discussion of how each community will continue public participation in the plan maintenance process? (Requirement 44 CFR § 201.6(c)(4)(iii))
D1-a. Does the plan describe how communities will continue to seek future public participation after the plan has been approved?
D2. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a five-year cycle)? (Requirement 44 CFR § 201.6(c)(4)(i))
D2-a. Does the plan describe the process that will be followed to track the progress/status of the mitigation actions identified within the Mitigation Strategy, along with when this process will occur and who will be responsible for the process?
D2-b. Does the plan describe the process that will be followed to evaluate the plan for effectiveness? This process must identify the criteria that will be used to evaluate the information in the plan, along with when this process will occur and who will be responsible
D2-c. Does the plan describe the process that will be followed to update the plan, along with when this process will occur and who will be responsible for the process?
D3. Does the plan describe a process by which each community will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? (Requirement 44 CFR § 201.6(c)(4)(ii))
D3-a. Does the plan describe the process the community will follow to integrate the ideas, information, and strategy of the mitigation plan into other planning mechanisms?
D3-b. Does the plan identify the planning mechanisms for each plan participant into which the ideas, information, and strategy from the mitigation plan may be integrated?
D3-c. For multi-jurisdictional plans, does the plan describe each participant's individual process for integrating information from the mitigation strategy into their identified planning mechanisms?

6.1 CONTINUED PUBLIC PARTICIPATION

A copy of the 2026 LHMP will remain available at the Bethel City Clerk's office and the State of Alaska Division of Community and Regional Affairs online community planning library, along with contact information. The mayor and/or the city administrator will use the community's Facebook page to notify the public of, and seek input on, any changes or updates to the 2026 LHMP, including prioritized action plan and the 2031 LHMP kickoff. The City will also coordinate with KYUK on public notifications via radio and television.

6.2 PLAN EVALUATION PROCESS, UPDATE METHOD, AND SCHEDULE

To ensure project implementation, plan integration, and overall document relevance, the project manager (planning director) will administer an annual plan review system with the help of the steering committee. Specifically, every January (2027, 2028, 2029, and 2030), the project manager will send out an Annual Review Tracker (Appendix D) to the steering committee and ask each member to complete the tracker, which documents disasters that have occurred; community assets that have been damaged; public outreach that has been conducted; mitigation actions that

have been implemented (and mitigation goals that each action addresses, as identified in Appendix C); new and/or updated studies, reports, and maps that have been published; and changes that have been made and/or that need to be made to the current or future LHMP. The project manager will collate and summarize the findings and distribute them to the steering committee.

In addition to the Annual Review Tracker, the project manager will collect any FEMA Mitigation Progress Reports (or other similar forms) from the previous year. The project manager will email these documents to each member of the steering committee for review. The project manager will subsequently hold a steering committee meeting in the first quarter of each year to determine, based on the findings from the Annual Review Tracker and FEMA Mitigation Progress Reports, if the actions undertaken the previous year (and the goals they address, as identified in Appendix C) are helping achieve the plan's mitigation goals.

Finally, on the fourth year of the annual review, the project manager will kick off the 2031 LHMP in the summer of 2030 with the following activities:

- The project manager will reconvene the steering committee and update membership.
- The steering committee will review the summarized Annual Review Tracker findings to determine the hazards, community assets, and other related information to be included in the 2030 LHMP.
- The project manager will develop a new work plan.
- The project manager—with support from the steering committee—will begin the plan update process in mid-2030.

The 2026 LHMP will be monitored, evaluated, and updated by the LHMP project manager; specifically, the planning director. Should the 2026 LHMP project manager no longer be involved with the LHMP, the City Manager will select a new project manager to oversee the annual reviews and plan update.

The LHMP project manager will get input from specific planning team members as needed. The LHMP project manager will complete the Annual Review Tracker every January and after any major disaster to ensure that the 2026 LHMP is relevant and effective in achieving the plan's goals. Annual review will be tracked in a table in this document (Appendix D). FEMA-funded mitigation projects will continue to be tracked and reviewed using FEMA Mitigation Progress Report forms; progress summaries will be included in the Annual Review Tracker (Appendix D) at the beginning of each year.

Four years after the 2026 LHMP's adoption:

- The mayor and city administrator or designee will complete the Annual Review Tracker.
- The mayor and city administrator or designee will reconvene the planning team and update membership, if necessary.
- The mayor and city administrator or designee will review Table D-1, which provides annual summaries of the disasters that have occurred; new permanent information that becomes available; implementation measures; and public outreach and response to determine the hazards to be included in the next LHMP.
- The mayor and city administrator or designee will develop a new work plan.
- The mayor and city administrator or designee—with support from the planning team—will begin the plan update process, which is expected to take up to 6 months.

6.3 PLAN INTEGRATION

Information about how the 2026 LHMP will be integrated into the City of Bethel's relevant plans and programs moving forward is provided in Table 6-1.

Table 6-1: Integration of the 2026 LHMP

LHMP Section	Existing Plan/Policy/Program	Process/Timeframe
Section 4 – Risk Assessment	Emergency Operations Plan	Incorporate risk assessment findings into planning for emergency operations to help identify and ensure critical resources to maintain operations internally and externally.
Section 4 – Risk Assessment	Comprehensive Plan	Incorporate geographic information system mapping of hazard areas, setbacks, and other studies identifying or refining the City's understanding of hazards and risks into the updates to the City's Comprehensive Plan.
Section 5 – Mitigation Strategy	Comprehensive Plan	Incorporate the mitigation actions provided in Table 5-6 into planning for the update of the Comprehensive Plan and continue studying and evaluating the underlying problems and potential solutions. Begin the design stage to develop a plan for each identified project, the actions to be taken, engineering and construction required, schedule, and estimated costs.

7.0 PLAN UPDATE

This section addresses Element E of the Local Mitigation Plan Regulation Checklist.

Regulation Checklist – 44 CFR 201.6 Local Mitigation Plans
Element E: Plan Review, Evaluation and Implementation
E1. Was the plan revised to reflect changes in development? (Requirement 44 CFR § 201.6(d)(3)) E2. Was the plan revised to reflect changes in priorities and progress in local mitigation efforts? (Requirement 44 CFR § 201.6(d)(3)) E2-a. Does the plan describe how it was revised due to changes in community priorities? E2-b. Does the plan include a status update for all mitigation actions identified in the previous mitigation plan? E2-c. Does the plan describe how jurisdictions integrated the mitigation plan, when appropriate, into other planning mechanisms?

7.1 CHANGES IN DEVELOPMENT

The 2026 LHMP was updated to reflect the following changes that affect development:

- A new state-of-the art hospital has been completed and is operational. It has been added to the 2026 LHMP critical facilities list (Figure 2).
- A new facility for the Bethel Family Clinic is now operational. It has been added to the 2026 LHMP critical facilities list (Figure 2).
- There is a new port office. It has been added to the 2026 LHMP critical facilities list (Figure 2).
- The new Blue Sky Estates Subdivision is nearly complete. It is not a critical facility but is addressed in the hazard impact analysis.
- The Ciullkulek Subdivision is being constructed. It is not a critical facility but is addressed in the hazard impact analysis.
- A new gymnasium that will serve as a shelter for evacuees is being built in 2026. It will be able to shelter 230 people safely and will have showers and an attached pool. It has been added to the 2026 LHMP critical facilities list (Figure 2).
- A new animal shelter with capacity for up to eight dogs is being built in 2026. It has been added to the 2026 LHMP critical facilities list (Figure 2).

7.2 CHANGES IN PRIORITIES

According to FEMA, changes in a community's priorities do not always directly relate to how a plan prioritizes mitigation actions but could include new or modified goals for the plan and new hazards in the plan. The following changes in priorities were made to the 2026 LHMP:

- Hazardous materials have been included as a new hazard, based on concerns about building materials.

- The previously identified mitigation action to perform an engineering assessment of earthquake vulnerability was determined by the planning team to not be needed based on the low risk of earthquake in Bethel.
- Mitigation for flooding and erosion expanded to focus on bottom scour threats to critical underwater infrastructure.
- The previously identified wildfire mitigation action to continue existing willow clearing programs was determined by the planning team to not be needed, as this clearing is not done for wildfire risk abatement and the willows were determined to not be a fire risk.
- The previously identified mitigation actions to perform a severe winter storm assessment/analysis and install a siren to warn people of severe weather events were identified for removal from the plan.

7.3 PROGRESS IN LOCAL MITIGATION EFFORTS

The City of Bethel reviewed its 2017 LHMP's mitigation strategy and documented progress made toward each local mitigation effort, provided in Table 7-1. Mitigation actions that had not been implemented were considered for the 2026 LHMP (Table 5-5).

Table 7-1: Progress in Local Mitigation Efforts

Action #	Action	Status
COM-1	Develop a Continued Operations Plan and conduct yearly exercises	Complete/ongoing
FLD-1	Update Bethel FIRM maps	Completed in September 2009
FLD-2	Pursue obtaining a Community Rating System to lower flood insurance rates	Completed in 2024
FLD-3	Continue compliance with NFIP	Ongoing; mitigation action included in the 2026 LHMP
FLD-4	Bethel Small Boat Harbor Bank Stabilization	Complete
FLD-5	Improvements to Small Boat Harbor	Improvements have been occurring between 2017 and the present; not included in the 2026 LHMP
FLD-6	Tieback Replacement on Seawall	Complete
WF-1	Continue to support the local fire department with adequate firefighting equipment and training	Ongoing; mitigation action combined with WF-2 and included in the 2026 LHMP
WF-2	Purchase additional firefighting equipment and vehicles, such as a fire truck and fire extinguishers	Ongoing; mitigation action combined with WF-1 and included in the 2026 LHMP
WF-3	Utility maintenance crews continue existing willow clearing programs	Ongoing; not included in the 2026 LHMP
EQ-1	Perform an engineering assessment of the earthquake vulnerability of identified critical infrastructure owned by the City	Deferred; not included in the 2026 LHMP

Action #	Action	Status
EQ-2	Install non-structural seismic restraints for large furniture such as bookcases, filing cabinets, heavy televisions, and appliances to prevent toppling damage and resultant injuries to small children, the elderly, and pets	Deferred; mitigation action revised and included in the 2026 LHMP
V-1	Purchase a local supply of ash masks and store at shelter. Supply should be sufficient for elderly, children, and those with known respiratory ailments.	Deferred; mitigation action revised and included in the 2026 LHMP
P-1	Perform a permafrost assessment of areas in Bethel that are thawing, and analyze study results with proposed future development plans	Deferred; mitigation action revised and included in the 2026 LHMP
SW-1	Perform a severe winter storm assessment/analysis	Deferred; not included in the 2026 LHMP
SW-2	Install siren to warn people of severe weather event	Deferred; not included in the 2026 LHMP
SW-3	Expand public awareness about NOAA Weather Radio for continuous weather broadcasting and warning tone alert capability.	Deferred; mitigation action revised and included in the 2026 LHMP

In addition, supporting local plans, studies, and programs were reviewed to determine additional progress in local mitigation efforts. Relevant ongoing actions are also provided in Table 5-6.

7.4 INTEGRATION OF THE 2026 LHMP INTO OTHER PLANNING MECHANISMS

In 2023, the City of Bethel completed an update to its Comprehensive Plan. The 2017 LHMP is integrated into Section 8.4 of the Comprehensive Plan, Climate Resilience Planning, which discusses risk and capability assessment, hazard identification, and mitigation strategy, and mentions that the hazard mitigation plan is overdue for an update. In the same section, the Comprehensive Plan indicates the possibility of consulting with the Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs, to determine if a Climate Adaptation Plan should be developed. Goal 4 of the People and Economy chapter is to “prepare the City for a broad range of potential climate change impacts,” with updating the hazard mitigation plan every 5 years as an action item. In the Regional Transportation chapter, Goal 3 is to “study and plan for potential changes to the river’s course that may impact port operations, which includes an action item to incorporate the Port’s mitigation efforts pertaining to the river into the City’s regularly updated HMP.” In the Utility Infrastructure chapter, Goal 5 pertains to management of the landfill and includes strategies that target proper disposal of hazardous materials. The hazard profiles and mitigation strategies in this 2026 LHMP can be integrated into future updates to the Comprehensive Plan and other relevant planning mechanisms so that the LHMP can continue to be used as a planning and decision-making tool for future development.

8.0 PLAN ADOPTION

This section addresses Element F of the Local Mitigation Plan Regulation Checklist.

Regulation Checklist – 44 CFR 201.6 Local Mitigation Plans
Element F: Plan Adoption
F1. For single-jurisdictional plans, has the governing body of the jurisdiction formally adopted the plan to be eligible for certain FEMA assistance? (Requirement 44 CFR § 201.6(c)(5)) F1-a. Does the participant include documentation of adoption? F2. For multi-jurisdictional plans, has the governing body of each jurisdiction officially adopted the plan to be eligible for certain FEMA assistance? (Requirement 44 CFR § 201.6(c)(5)) F2-a. Did each participant adopt the plan and provide documentation of that adoption?

8.1 FORMAL ADOPTION

The 2026 LHMP was formally adopted on [DATE] by the City of Bethel City Council. A copy of the adoption resolution is on file with the Bethel City Clerk's Office and the Alaska Division of Homeland Security and Emergency Management.

APPENDICES

APPENDIX A—PLANNING PROCESS



GOVERNMENT

COMMUNITY

BUSINESS

SERVICES

HOW DO I...

Port of Bethel +

Public Works +

Utility Billing

- Enforce city code compliance as it relates to planning activities, health, and safety of the community.
- Ensure that floodplain development meets standards set forth through BMC, state, and federal regulations.
- Maintain permit records, files, and community data.
- Recommend changes to BMC that promote health, safety, and responsible development in the community.
- Keep abreast of planning issues on local, state, and national levels.

City of Bethel 2025 Local Hazard Mitigation Plan Update

The City of Bethel is launching an effort known as the 2025 Local Hazard Mitigation Plan Update. Over the next few months, we will work with a consultant to assess risks posed by natural disasters and other hazards and develop strategies to protect life and property in Bethel from future hazard events.

Hazards addressed in our plan include the following: earthquake, volcano, erosion, flooding, permafrost thaw, severe weather, wildfire, hazardous materials, and climate change.

This will serve as an update to the FEMA-approved 2017 City of Bethel, Alaska Local Hazard Mitigation Plan Update. Once our updated plan is completed and approved by FEMA, our community will be eligible to apply for and receive certain types of nonemergency disaster assistance, including funding for mitigation projects identified in our plan.

To learn more about hazard mitigation planning, please visit: <https://www.fema.gov/emergency-managers/risk-management/hazard-mitigation-planning>

To learn more about our plan, please contact Lee Foley at lfoley@cityofbethel.net or 907-543-5306. We will provide an update once a draft plan is developed.

CITY OF BETHEL
2025 LOCAL HAZARD MITIGATION PLAN
UPDATE



Phone: [907-543-5306](tel:907-543-5306)

Citizen Information

If you need information about land ownership contact the Fairbanks Recorder's Office at 907-452-2298. There is online information about property ownership at the Alaska Department of Natural Resources (see the link below "Property Information"). If you need information about native allotments contact the BIA at 907-586-7253.

- [FEMA](#)
- [Property Information](#)
- [Alaska Community Database](#)
- [Alaska Planning and Land Management](#)
- [Manufactured Homes Construction and Safety Standards](#)

[Directory](#)

CITY OF BETHEL

2025 Local Hazard Mitigation Plan Update

The City of Bethel is launching an effort known as the 2025 Local Hazard Mitigation Plan Update. Over the next few months, we will work with a consultant to assess risks posed by natural disasters and other hazards and develop strategies to protect life and property in Bethel from future hazard events.

Hazards addressed in our plan include the following:

- **Earthquake**
- **Volcano**
- **Erosion**
- **Flooding**
- **Permafrost Thaw**
- **Severe Weather**
- **Wildfire**
- **Hazardous Materials**
- **Climate Change**

Once our plan is completed and approved by FEMA, our community will be eligible to apply for and receive certain types of nonemergency disaster assistance, including funding for mitigation projects identified in our plan.

To learn more about hazard mitigation planning, please visit:

<https://www.fema.gov/emergency-managers/risk-management/hazard-mitigation-planning>

To learn more about our plan, please contact Lee Foley at

lfoley@cityofbethel.net or 907-543-5306.

We will provide an update once a draft plan is developed.



From: [Anderson, Kim](#)
To: [Anderson, Kim](#)
Cc: [Lee Foley](#)
Subject: Bethel Local Mitigation Plan Update
Date: Monday, September 8, 2025 11:08:33 AM

Good morning,

The City of Bethel is kicking off the 2025 Bethel Local Hazard Mitigation Plan (LHMP) update process. LHMPs are pre-disaster plans that are focused on reducing the impacts of disasters before they occur. In addition, governments that prepare LHMPs are eligible for certain types of FEMA funding. The 2022 LHMP update process will take place over the next several months. Hazards addressed in the plan will include: climate change, earthquake, erosion, flooding, hazardous materials, permafrost thaw, severe weather, volcano, and wildfire.

To learn more about hazard mitigation planning, please visit: <https://www.fema.gov/hazard-mitigation-planning>.

If you would like to participate in our plan update process, please contact Lee Foley, Bethel Planning Director, at lfoley@cityofbethel.net, 907-543-5306.

We will send out a follow-up email when our Public Draft is available for review and comment. Thank you.

Sincerely,
Kim Anderson (on behalf of Lee Foley)

Kim Anderson, PWS
Ecologist and Project Manager, Environmental Planning and Permitting
M +1 206-724-6023
kimberly.anderson@aecom.com

AECOM
1111 Third Avenue
Suite 1600
Seattle, WA, United States

From: [Leaders, Erin M \(DEC\)](#)
To: [Anderson, Kim](#)
Cc: [Lee Foley](#)
Subject: Re: Follow-up Bethel Local Mitigation Plan Update
Date: Thursday, September 25, 2025 11:44:32 AM
Attachments: [image001.png](#)

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Thanks for the follow up and clarifying what the process is. I will watch for the opportunity for stakeholders to review and provide comments.

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From: Anderson, Kim <kimberly.anderson@aecom.com>
Sent: Thursday, September 25, 2025 10:35:29 AM
To: Leaders, Erin M (DEC) <erin.leaders@alaska.gov>
Cc: Lee Foley <lfoley@cityofbethel.net>
Subject: Follow-up Bethel Local Mitigation Plan Update

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Hi Erin,

As a follow-up to our conversation on Tuesday, I can confirm that the current process for the LHMP update, and what the City of Bethel prefers, is to have all stakeholders review the full draft once it is complete. This allows the City to review the full plan before it goes out to stakeholders. I am still happy to schedule a meeting if there is some input you would like to provide at this stage.

Best,

Kim

Kim Anderson, PWS
Ecologist and Project Manager, Environmental Planning and Permitting
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kimberly.anderson@aecom.com

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1111 Third Avenue
Suite 1600
Seattle, WA, United States

From: Anderson, Kim
Sent: Tuesday, September 23, 2025 4:39 PM
To: Leaders, Erin M (DEC) <erin.leaders@alaska.gov>
Cc: Lee Foley <lfoley@cityofbethel.net>
Subject: Follow-up Bethel Local Mitigation Plan Update

Hi Erin,

I'm following up on this request to participate in the plan update process. I am happy to set up a brief call to discuss your thoughts/concerns on this if you are interested. What is your availability over the next week or so?

Kim

Kim Anderson, PWS
Ecologist and Project Manager, Environmental Planning and Permitting
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kimberly.anderson@aecom.com

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1111 Third Avenue
Suite 1600
Seattle, WA, United States

From: Anderson, Kim
Sent: Monday, September 8, 2025 3:34 PM
To: Leaders, Erin M (DEC) <erin.leaders@alaska.gov>
Cc: Lee Foley <lfoley@cityofbethel.net>
Subject: RE: Bethel Local Mitigation Plan Update

Hi Erin,

We welcome stakeholder input throughout the HMP update process. What is your availability for a brief call to discuss your thoughts/concerns either this Thursday or Friday or the week of September 22nd?

Best,

Kim

Kim Anderson, PWS

Ecologist and Project Manager, Environmental Planning and Permitting
M +1 206-724-6023
kimberly.anderson@aecom.com

AECOM

1111 Third Avenue
Suite 1600
Seattle, WA, United States

From: Leaders, Erin M (DEC) <erin.leaders@alaska.gov>
Sent: Monday, September 8, 2025 11:53 AM
To: Anderson, Kim <kimberly.anderson@aecom.com>
Cc: Lee Foley <lfoley@cityofbethel.net>
Subject: RE: Bethel Local Mitigation Plan Update

Hello Kim and Lee,

Thank you for reaching out. Are you looking for stakeholder engagement prior to the public draft for comment? If yes, I am interested in participating in the plan update process.

v/r

Erin

Erin M. Leaders, MSDM, AKEM-E
Disaster Program Coordinator/Department Tribal Liaison
DEC Agency Liaison to the State Emergency Operations Center
Alaska Department of Environmental Conservation (DEC)
555 Cordova St. Anchorage, AK 99501
Email: erin.leaders@alaska.gov
Office: 907-269-8808
Cell: 907-310-1251
[DEC Tribal Relations \(alaska.gov\)](https://alaska.gov/dec/tribal-relations)
[**Disaster Preparedness and Recovery Guides**](#)



From: Anderson, Kim <kimberly.anderson@aecom.com>

Sent: Monday, September 8, 2025 10:09 AM
To: Anderson, Kim <kimberly.anderson@aecom.com>
Cc: Lee Foley <lfoley@cityofbethel.net>
Subject: Bethel Local Mitigation Plan Update

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Good morning,

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To learn more about hazard mitigation planning, please visit: <https://www.fema.gov/hazard-mitigation-planning>.

If you would like to participate in our plan update process, please contact Lee Foley, Bethel Planning Director, at lfoley@cityofbethel.net, 907-543-5306.

We will send out a follow-up email when our Public Draft is available for review and comment. Thank you.

Sincerely,
Kim Anderson (on behalf of Lee Foley)

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Ecologist and Project Manager, Environmental Planning and Permitting
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kimberly.anderson@aecom.com

AECOM
1111 Third Avenue
Suite 1600
Seattle, WA, United States

From: [Kristin Hall](#)
To: [Anderson, Kim](#); [Lee Foley](#)
Subject: Re: Bethel Local Mitigation Plan Update
Date: Wednesday, September 24, 2025 5:16:23 PM

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Hi Kim and Lee,

Thanks for reaching out. KYUK would be interested in participating in the update process as a stakeholder and to support community engagement and awareness. We're certainly able to support emergency communications (EAS and otherwise) in planning, and we're also happy to help you get the word out on meetings or opportunities for public comment as the plan is developed.

I look forward to learning more and working with you.

Warmly,
K. Hall

On Mon, Sep 8, 2025 at 10:08 AM Anderson, Kim <kimberly.anderson@aecom.com> wrote:

Good morning,

The City of Bethel is kicking off the 2025 Bethel Local Hazard Mitigation Plan (LHMP) update process. LHMPs are pre-disaster plans that are focused on reducing the impacts of disasters before they occur. In addition, governments that prepare LHMPs are eligible for certain types of FEMA funding.

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We will send out a follow-up email when our Public Draft is available for review and comment.
Thank you.

Sincerely,

Kim Anderson (on behalf of Lee Foley)

Kim Anderson, PWS

Ecologist and Project Manager, Environmental Planning and Permitting

M +1 206-724-6023

kimberly.anderson@aecom.com

AECOM

1111 Third Avenue

Suite 1600

Seattle, WA, United States

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Kristin Hall (she/her)

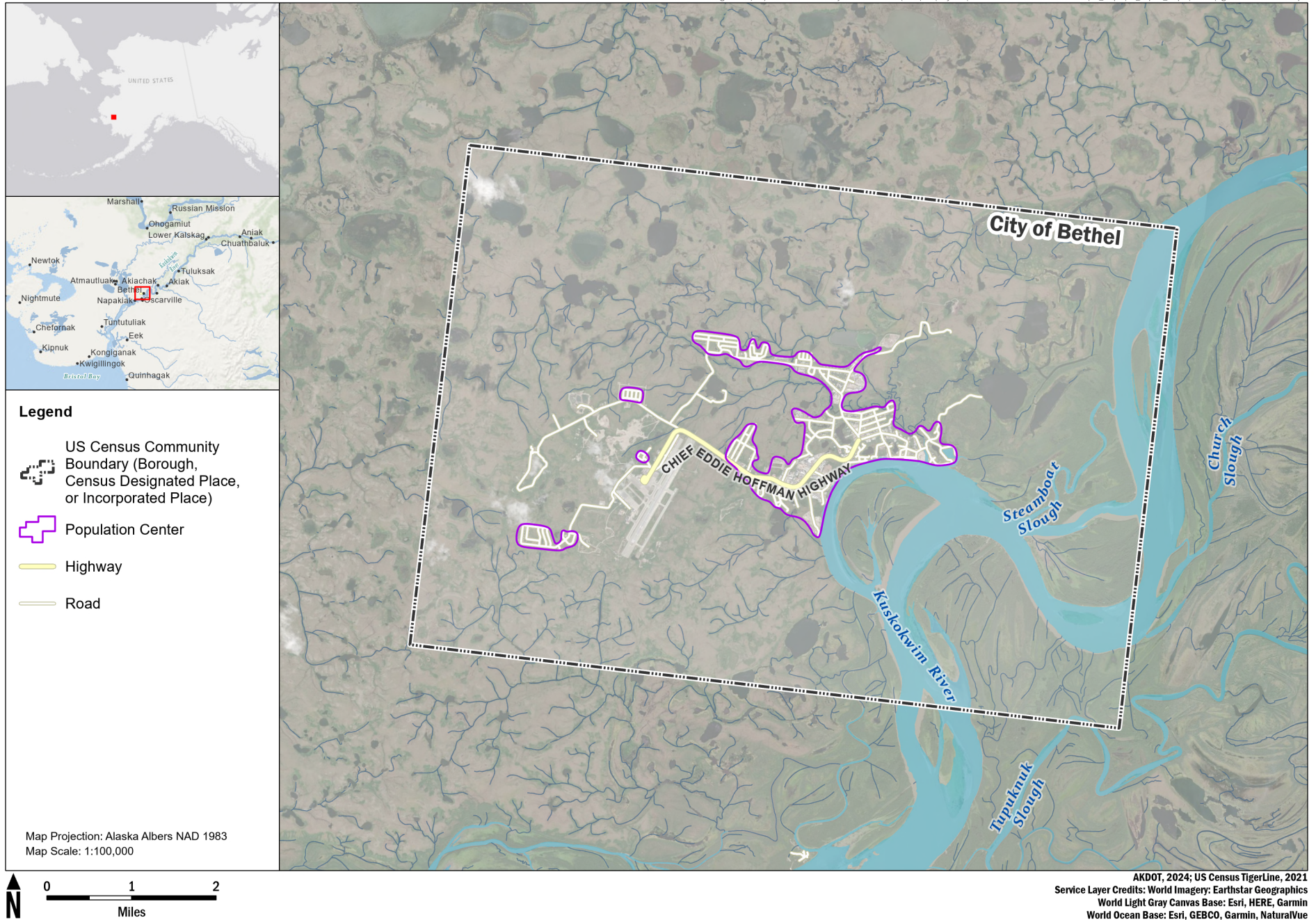
General Manager, KYUK

kristin@kyuk.org

907.545.4208

www.kyuk.org

APPENDIX B—FIGURES



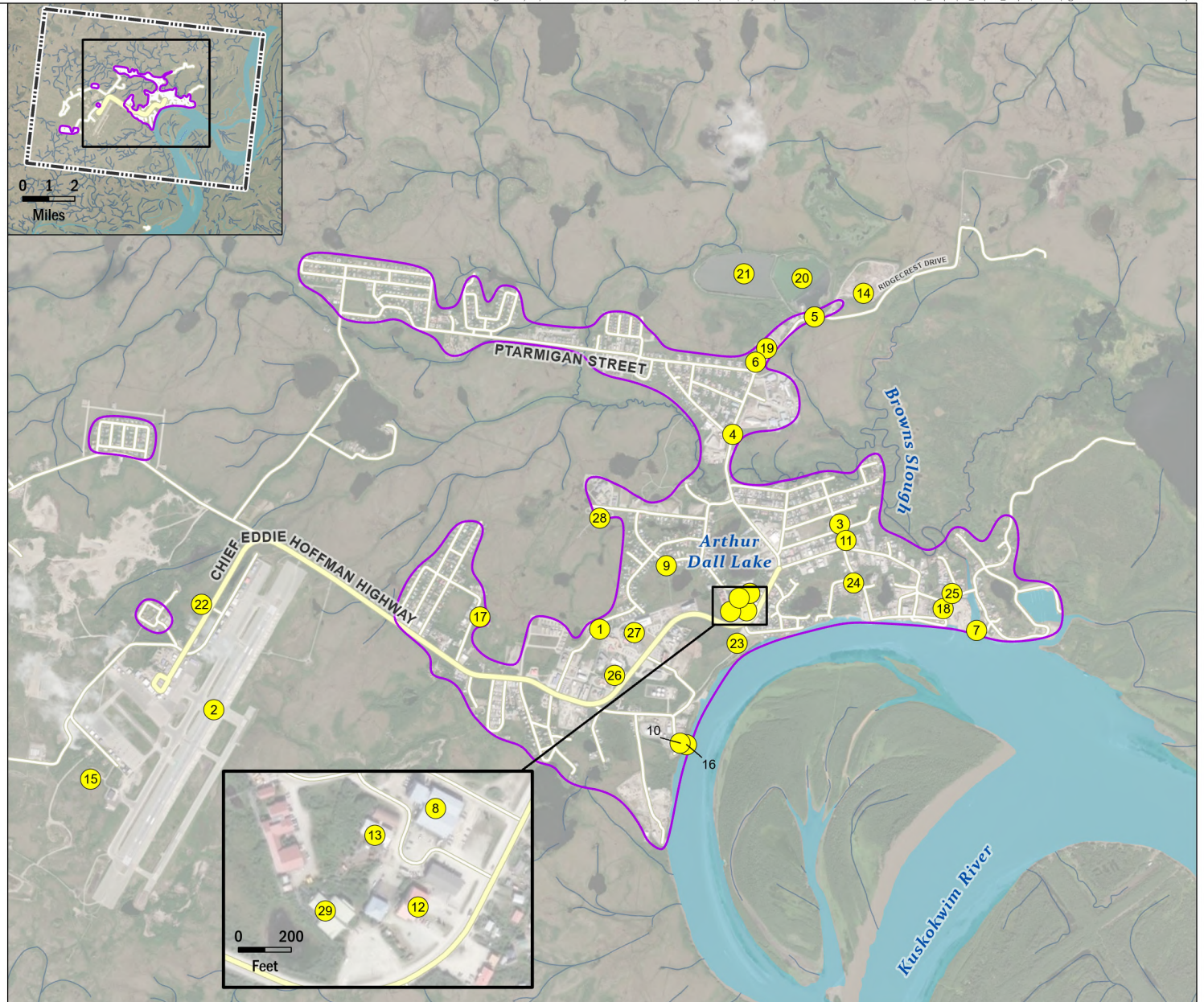
Legend

-  Critical Facilities
 US Census Community Boundary (Borough, Census Designated Place, or Incorporated Place)
 Population Center
 Highway
 Road

Map ID Facilities

- 1 AVEC Power Plant
- 2 Bethel Airport
- 3 Bethel Family Clinic
- 4 Bethel Heights Water Treatment Plant
- 5 BFK9 Animal Shelter
- 6 Chemical Storage Facility
- 7 City Dock/Bethel Port
- 8 City Office Complex/Court House
- 9 City Sub Water Treatment Plant
- 10 Crowley Fuels
- 11 Delta Western
- 12 Fire Station
- 13 KYUK
- 14 Landfill
- 15 National Guard Readiness Center
- 16 Petro Port
- 17 Police Station
- 18 Port Office
- 19 Public Works Building/City Shop
- 20 Sewage Lagoon
- 21 Sewage Lagoon
- 22 State Trooper's Office
- 23 Streets and Roads Facility
- 24 Top Fuel
- 25 Vitus Energy
- 26 YK Correctional Center
- 27 YK Delta Regional Hospital
- 28 Yukon-Kuskokwim Fitness Center
- 29 Yup'it Piciryarit Cultural Center

Map Projection: Alaska Albers NAD 1983
Map Scale: 1:40,000

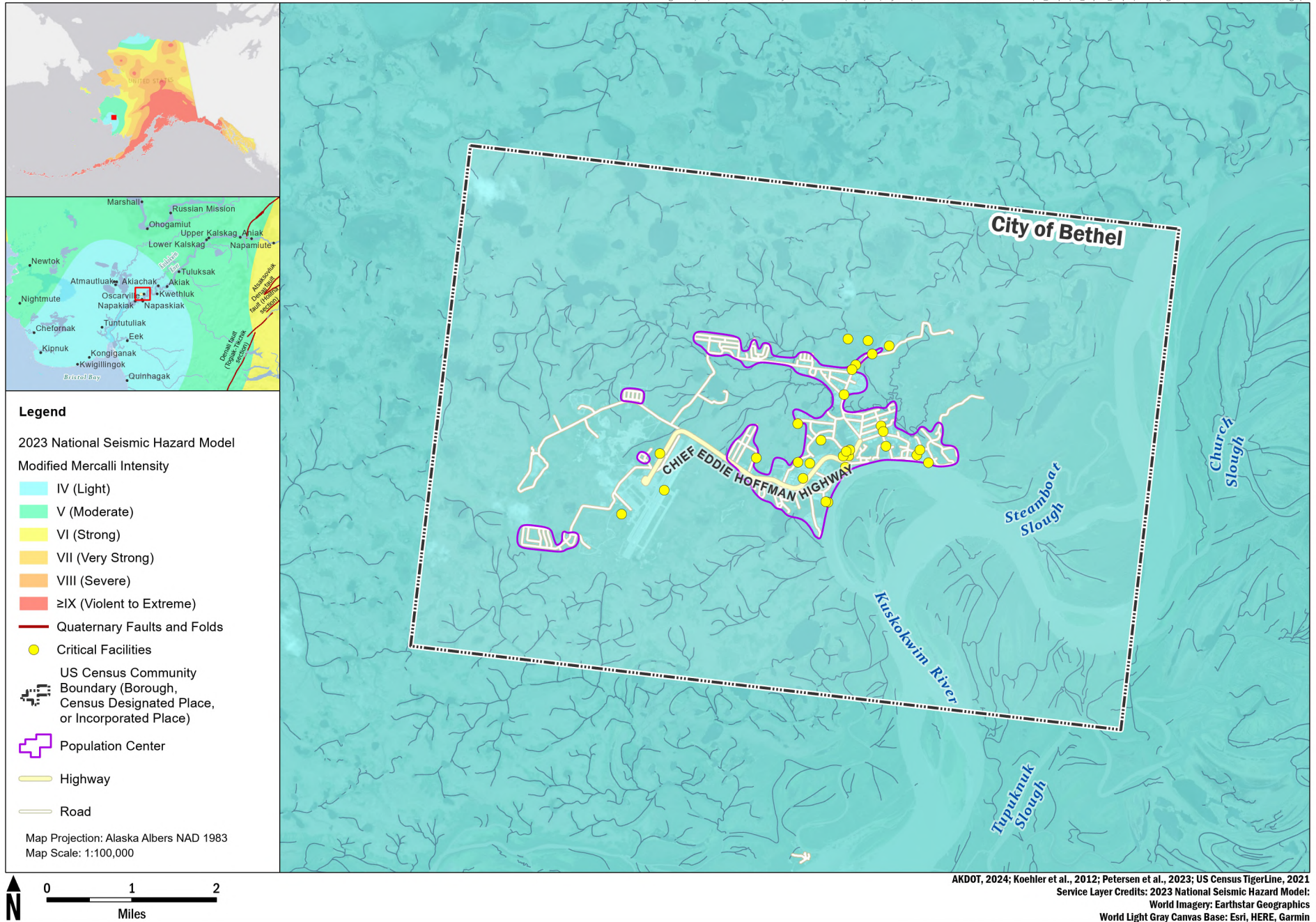


AKDOT, 2024; US Census TigerLine, 2021
Service Layer Credits: World Imagery: Earthstar Geographics
World Imagery: Vantor



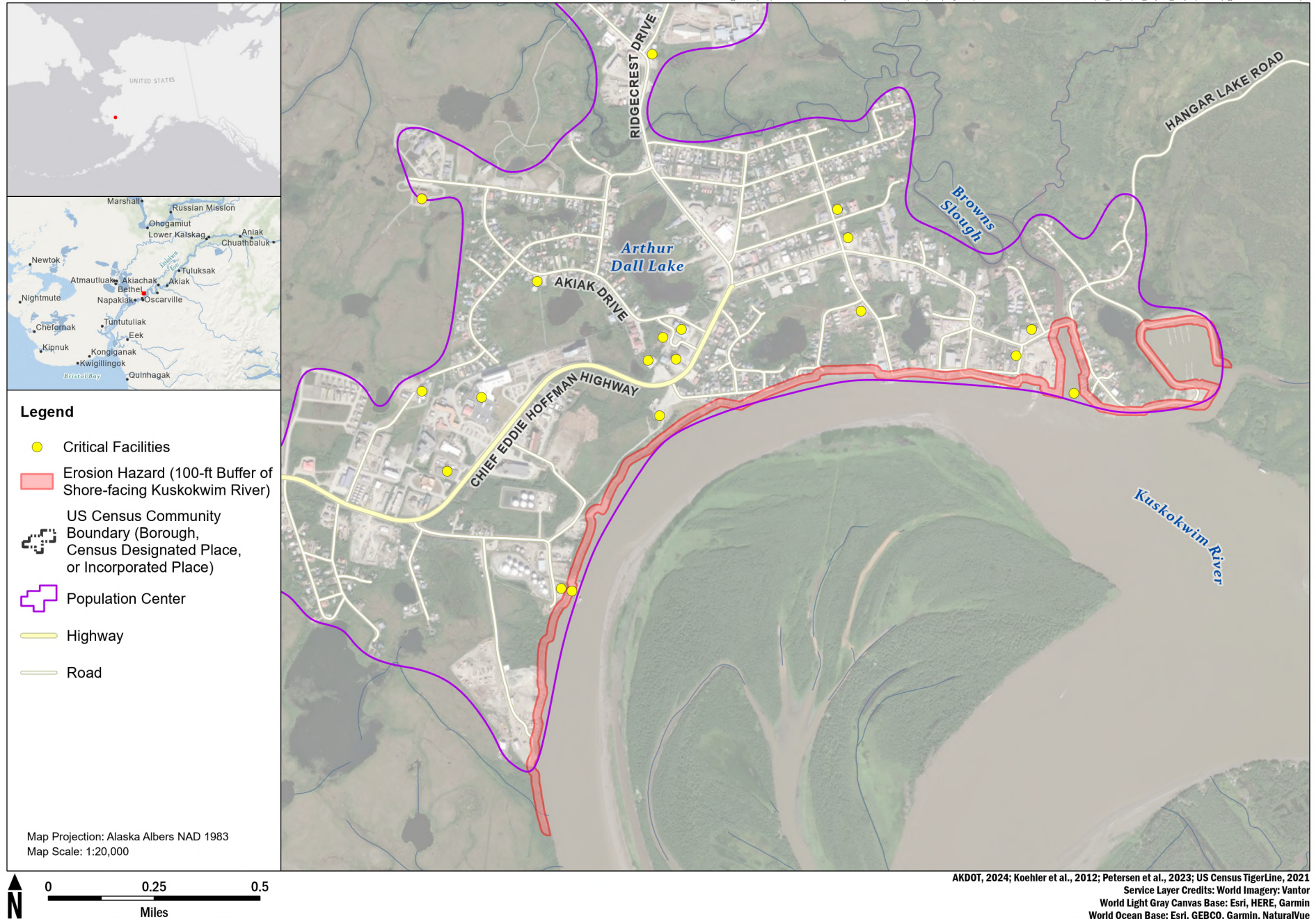
CRITICAL FACILITIES

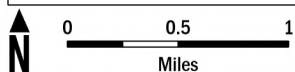
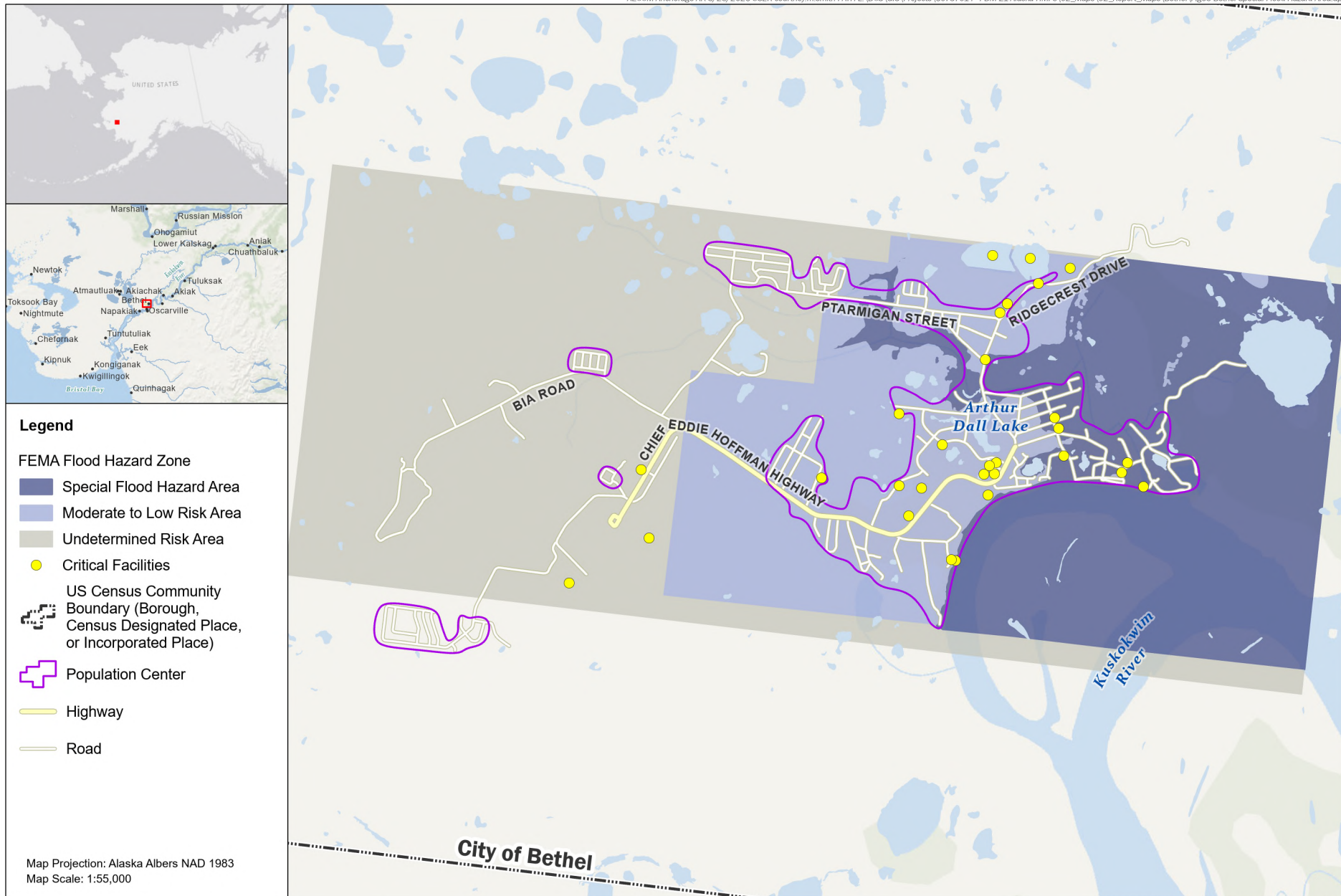
Figure 2



POTENTIAL GROUND SHAKING

Figure 3



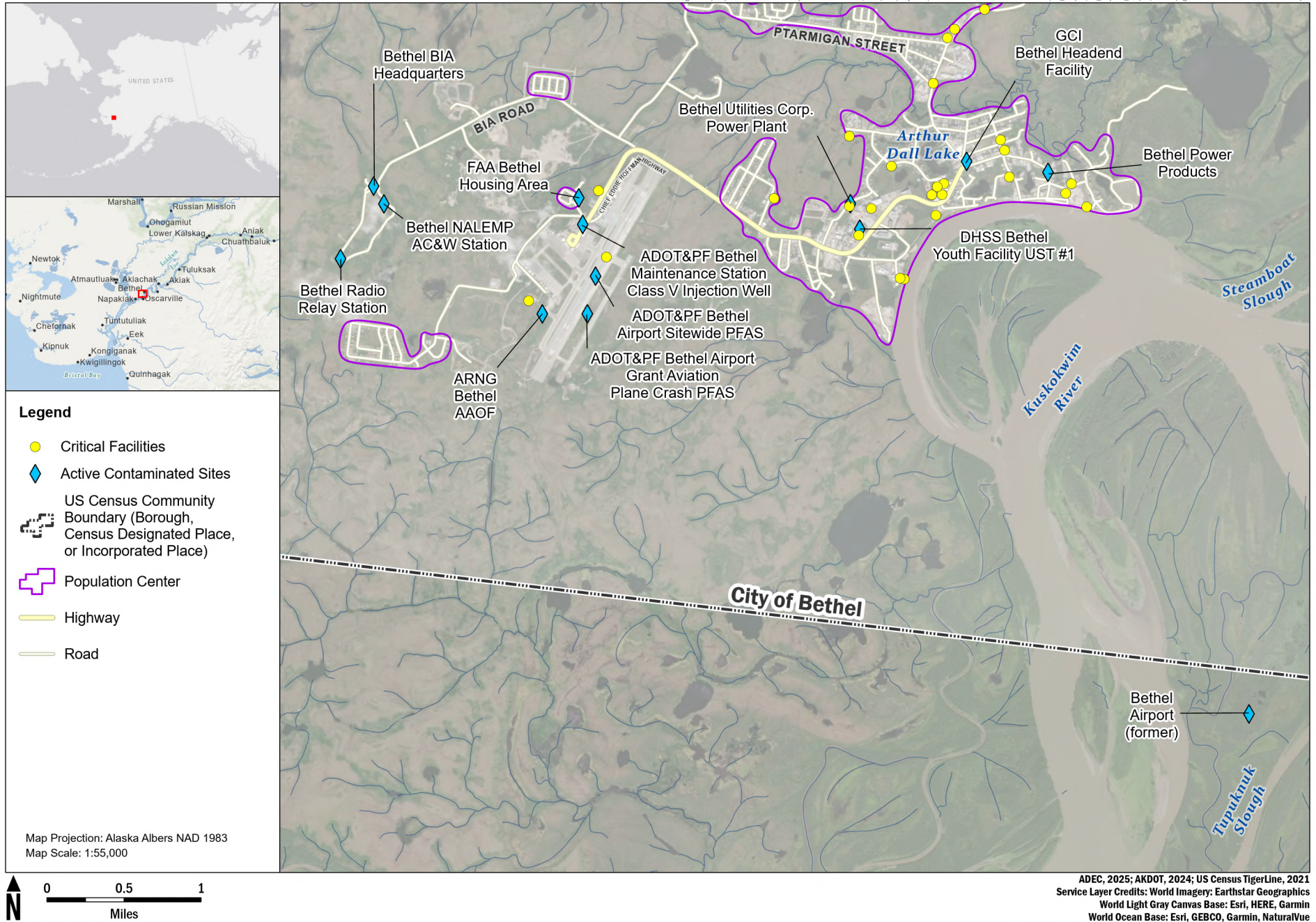


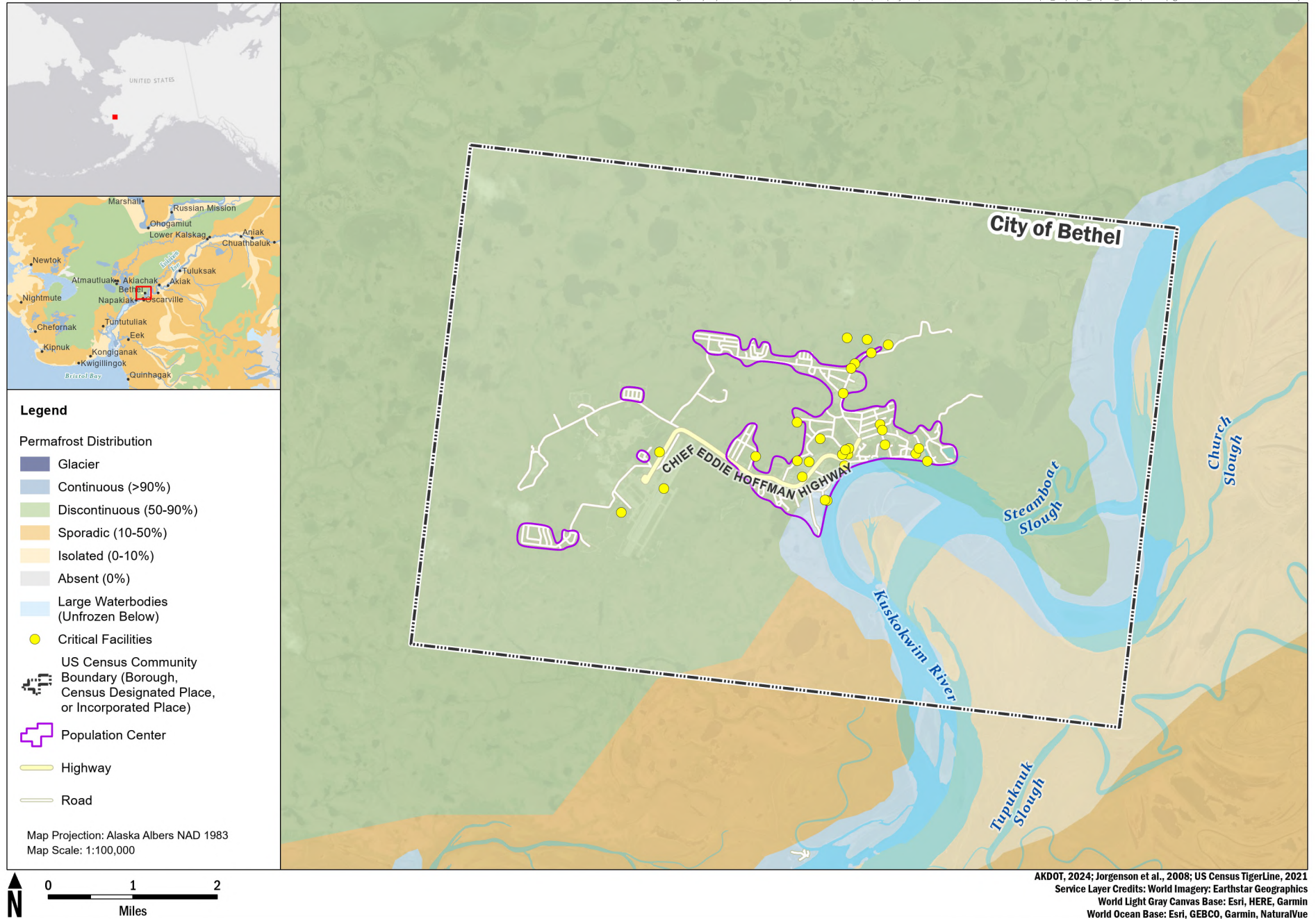
AECOM
City of Bethel
2026 Local Hazard Mitigation Plan

AKDOT, 2024; FEMA, 2021; US Census TigerLine, 2021
Service Layer Credits: World Ocean Base: Esri, Garmin, NaturalVue
World Light Gray Canvas Base: Esri, HERE, Garmin
World Ocean Base: Esri, GEBCO, Garmin, NaturalVue

SPECIAL FLOOD HAZARD AREA

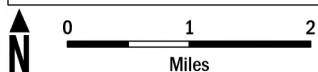
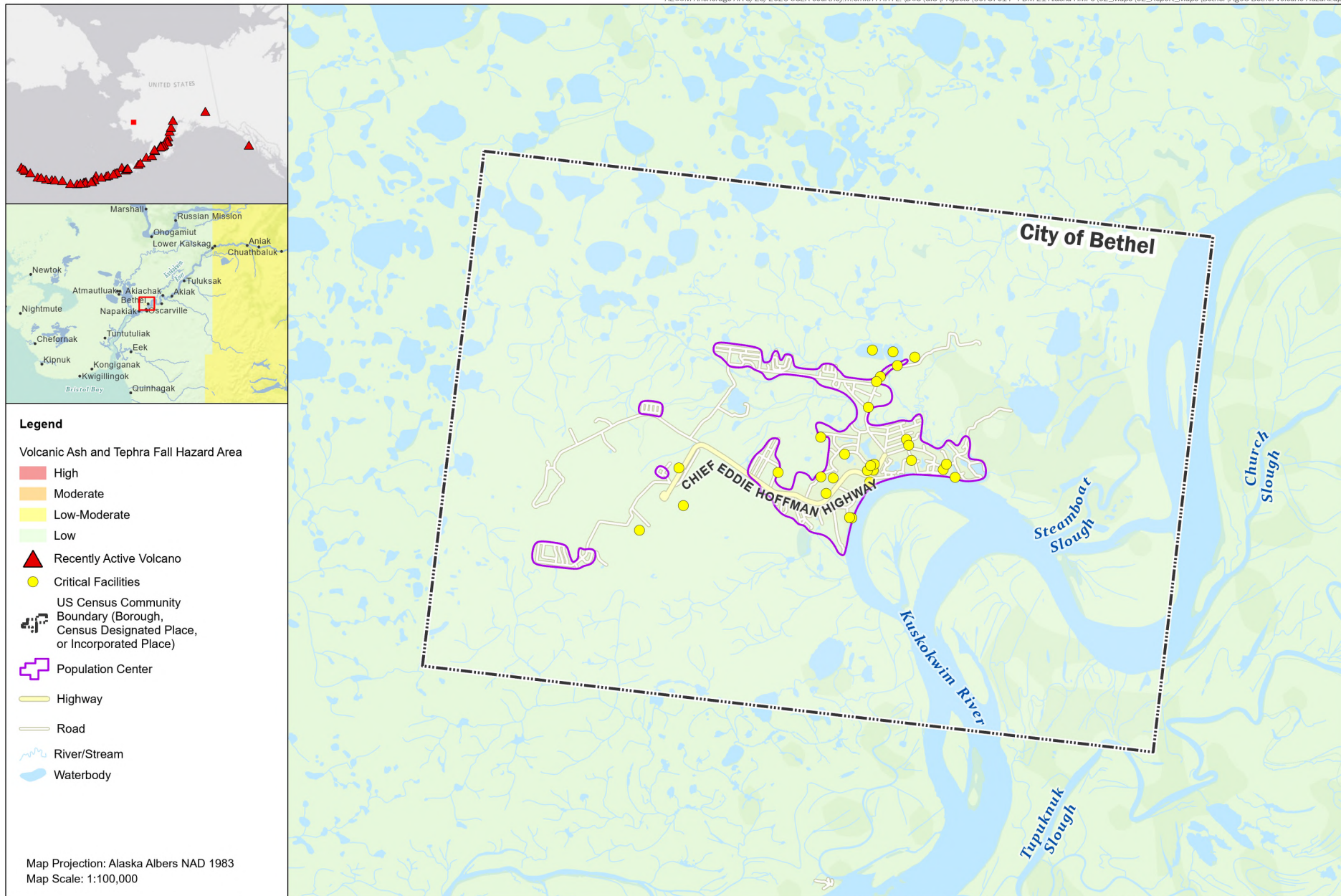
Figure 5



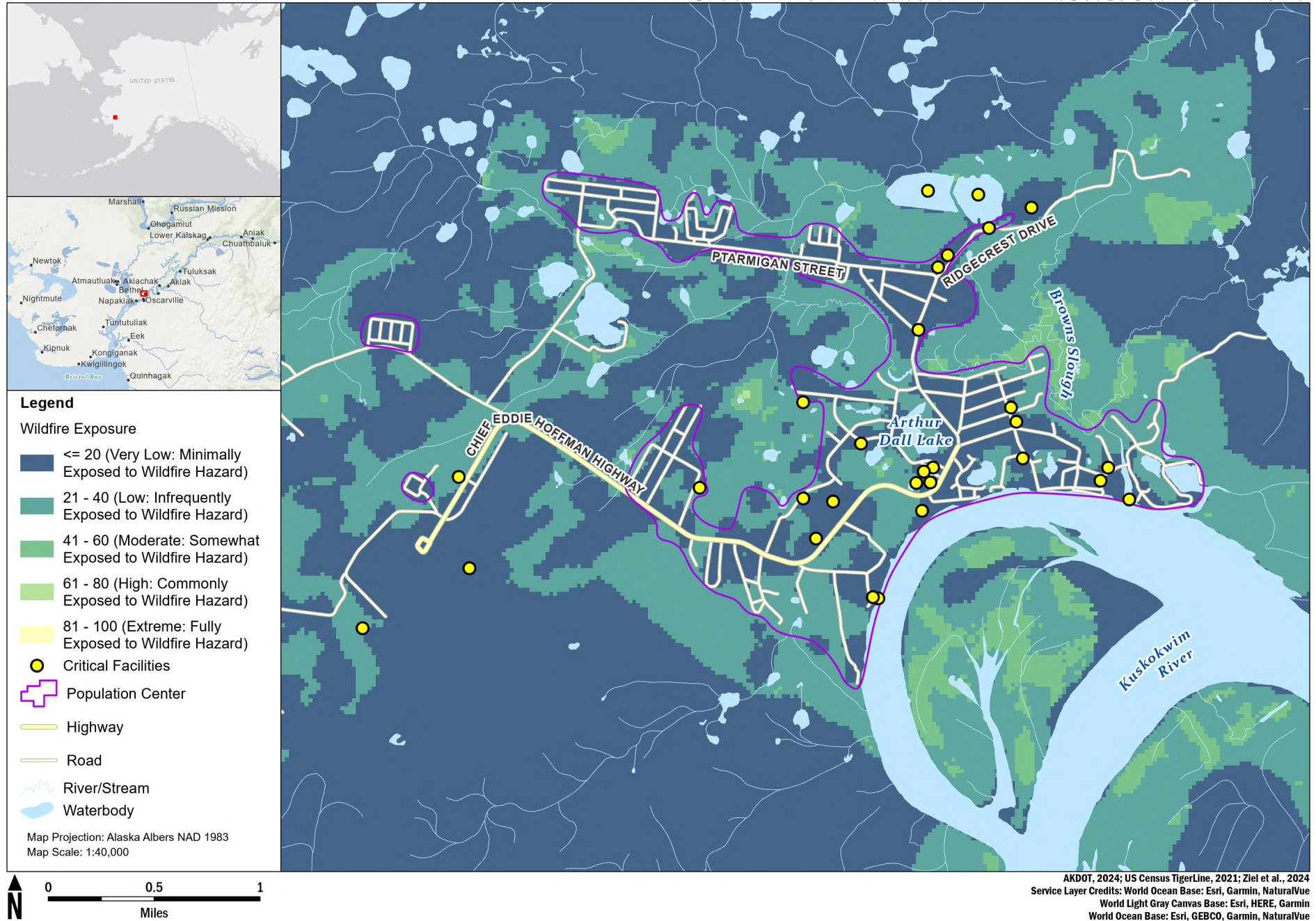


PERMAFROST DISTRIBUTION

Figure 7



AKDOT, 2024; Cameron et al., 2023; State of Alaska 2018, 2023; US Census TigerLine, 2021; Worden et al., 2018
Service Layer Credits: World Ocean Base: Esri, Garmin, NaturalVue
World Light Gray Canvas Base: Esri, HERE, Garmin
World Ocean Base: Esri, GEBCO, Garmin, NaturalVue



APPENDIX C—DRAFT MITIGATION ACTIONS

Table C-1: Summary of Draft Mitigation Actions

No.	Project Name	Hazard(s) Mitigated
1	Website Improvement	All
2	Emergency Supplies	All
3	Storage Facility	All
4	Backup Generators	All
5	Domestic Animal Shelters	All
6	Community Resilience and Climate Adaptation Plan	Climate Change, Erosion, Flooding, Permafrost Thaw, Severe Weather, Wildfire
7	Seismic Restraints	Earthquake
8	Bottom Scour Risk Assessment and Structural Improvement Plan	Erosion
9	Seawall Tieback Assessment	Erosion, Flooding
10	Continued NFIP Compliance	Flooding
11	Culvert and Bridge Installation and Repair	Climate Change, Erosion, Flooding, Permafrost Degradation
12	Hazardous Materials Mapping and Abatement Prioritization	Hazardous Materials
13	Identification of Permafrost Mitigation Technologies	Climate Change, Permafrost Thaw
14	Permafrost Thaw Risk and Development Planning	Climate Change, Permafrost Thaw
15	Thermosyphons	Climate Change, Permafrost Thaw
16	Severe Weather Emergency Notification Plan	Severe Weather
17	Cyber Threat Prevention, Response Strategy, and Security Policies	Technological/Cyber Threat
18	Ash and Smoke Masks	Volcano, Wildfire

No.	Project Name	Hazard(s) Mitigated
19	Firefighting Resource Upgrades and Training	Wildfire

Table C-2: Draft Mitigation Actions

1. Website Improvement	
Overview	The Emergency & Safety page on the City website (https://www.cityofbethel.org/223/Emergency-Safety) provides contact information for the Police Department and Fire Department, and information on preparing an emergency supply kit and developing a family communications plan, including a link to a pdf developed by the State of Alaska Division of Homeland Security and Emergency Management. This project aims to expand the information provided on the City's website to include pertinent links and information about the risks of hazards discussed in the LHMP, potential impacts to property and individuals, and disaster preparedness, to include locations of emergency shelters and muster points during severe weather and other hazard emergencies, as well as information on hazard communication protocols. This project also includes development of an informative pamphlet for placement in public areas.
Hazards	All
Goals	1, 5
Asset Type	Multiple
Benefits and Costs	Costs are associated with staff time to research and compile pertinent information to update the website and design the informative pamphlet, as well as materials and printing costs for the pamphlet. Benefits include creating safer communities, speeding up recovery, lessening the financial impact of hazards, and increasing public awareness.
2. Emergency Supplies	
Overview	This project aims to ensure that an adequate supply of non-perishable food and other emergency supplies is maintained for community distribution at all times in the event homes are evacuated or flights are grounded.
Hazards	All
Goals	1, 2, 3, 4, 5
Asset Type	Multiple
Benefits and Costs	Costs are associated with staff time to inventory supplies on hand, check expiration dates, and periodically order new supplies and oversee their delivery to the appropriate locations, as well as the costs of the supplies themselves. Benefits include creating a safer community, speeding up recovery, lessening the financial impact of hazards, and addressing multiple hazards.

3. Storage Facility	
Overview	This project entails construction of a heated storage facility, 30 feet wide by 60 feet long, with a gravel floor to stockpile emergency and hazard mitigation supplies. The facility must have a suitable degree of climate control to prevent degradation of supplies by mildew, dry-rot, and other weather-related factors.
Hazards	All
Goals	1, 2, 5
Asset Type	Multiple
Benefits and Costs	Costs are associated with staff time to design the facility, materials, and construction labor and equipment. Benefits include creating a safer community, speeding up recovery, lessening the financial impact of hazards, and addressing multiple hazards.
4. Backup Generators	
Overview	This project aims to prioritize locations where additional backup generators are needed and purchase additional generators to address shortcomings.
Hazards	All
Goals	1, 2, 5
Asset Type	Multiple
Benefits and Costs	Costs are associated with staff time to inventory generator needs, complete grant applications, and order and install generators, as well as fuel, maintenance, and annual testing. Costs are also associated with the expected life cycle of the generator (e.g., between 20 and 30 years if maintained). Benefits include creating safer communities, speeding up recovery, and addressing multiple hazards.
5. Domestic Animal Shelters	
Overview	This project entails acquisition of medium-sized tent shelters and construction of a small building to temporarily house domestic animals that are rescued following evacuations in Bethel and nearby communities. The new shelters would provide additional sheltering capacity beyond what the current BFK9 shelter can provide.
Hazards	All
Goals	1, 2, 4, 5
Asset Type	Emergency shelter

Benefits and Costs	Costs are associated with staff time to complete grant applications and to maintain the shelters. Benefits include creating a safer community, speeding up recovery, strengthening community partnerships, and addressing multiple hazards.
6. Seismic Restraints	
Overview	This project is revised Project EQ-2 from the 2017 LHMP. It aims to identify critical facilities where people may be present during an earthquake and install non-structural seismic restraints for large furniture such as bookcases, filing cabinets, heavy televisions, and appliances to prevent toppling damage and resultant injuries.
Hazards	Earthquake
Goals	1, 2, 5
Asset Type	Multiple
Benefits and Costs	Costs are associated with staff time to inventory each of the critical facilities and inspect common areas for the presence of seismic restraints, purchase of materials, and labor to install restraints where needed. Benefits include creating a safer community, speeding up recovery, lessening the financial impact of hazards.
7. Community Resilience and Climate Adaptation Plan	
Overview	This project aims to meet a goal of the comprehensive plan by coordinating with DCRA on preparation of a Community Resilience and Climate Adaptation plan.
Hazards	Climate Change, Erosion, Flooding, Permafrost Thaw, Severe Weather, Wildfire
Goals	1, 2, 3, 4, 5
Asset Type	Multiple
Benefits and Costs	Costs are associated with staff time to coordinate with the Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs, and prepare the plan. Benefits include creating a safer community, speeding up recovery, strengthening community partnerships, lessening the financial impact of hazards, and addressing multiple hazards.
8. Bottom Scour Risk Assessment and Structural Improvement Plan	
Overview	This project aims to identify areas where bottom scour threatens critical underwater infrastructure or where critical facilities not protected by the seawall are at risk for damage from erosion. It is an update the previous assessment, which was done more than a decade ago and only considered the City dock. The plan will prioritize areas for structural improvements, and the project includes placement of riprap to protect the East Harbor Road and other high priority improvements.
Hazards	Erosion

Goals	1, 2, 3, 5
Asset Type	Multiple
Benefits and Costs	Costs are associated with staff time to complete the assessment of areas where critical facilities are susceptible to damage from erosion and to complete grant applications for structural improvements. Benefits include creating a safer community, speeding up recovery, and lessening the financial impact of hazards.
9. Seawall Tieback Assessment	
Overview	This project is related to Project FLD-6 from the 2008 LHMP, which was to replace the tiebacks of the seawall to protect infrastructure along the river from erosion and flooding, and which has been completed. This project aims to assess the seawall tiebacks to determine how many have failed and identify corrective measures. The assessment will include the East Wall of City Dock and the main seawall sections along Front Street and First Avenue.
Hazards	Erosion, Flooding
Goals	1, 2, 3, 5
Asset Type	Multiple
Benefits and Costs	Costs are associated with staff time/contractor costs to assess the seawall tiebacks, identify and prioritize corrective measures, and complete grant applications to address needed repairs. Benefits include creating a safer community, lessening the financial impact of hazards, and addressing multiple hazards.
10. Continued NFIP Compliance	
Overview	This project is Project FLD-3 from the 2017 LHMP. This project entails continued City compliance with the NFIP, which will allow public buildings, including critical facilities, to continue to be insured through the NFIP.
Hazards	Flooding
Goals	1, 2, 4, 5
Asset Type	Multiple
Benefits and Costs	Costs are associated with staff time to coordinate, track, and provide annual updates. Benefits include creating a safer community, speeding up recovery, lessening the financial impact of hazards, increasing public awareness, and strengthening community partnerships.
11. Culvert and Bridge Installation and Repair	
Overview	This project aims to identify and prioritize locations for adding, replacing, and repairing culverts and bridges to improve drainage and reduce flooding and associated erosion and permafrost thaw. The City has identified that more culverts are needed to counter degradation on City-owned roads and several small pedestrian wooden walkways and foot bridges need replacement or repair. This project includes implementing the prioritized replacements and repairs

	annually. Design and engineering of new culverts will avoid redirecting water to land areas where it may contribute to future erosion and land subsidence, and redirection of existing culverts, as needed, will also reduce these risks.
Hazards	Climate Change, Erosion, Flooding, Permafrost Thaw
Goals	1, 2, 3, 5
Asset Type	Multiple
Benefits and Costs	Costs are associated with staff time to inspect City-owned roads, bridges, walkways, and culverts to prioritize projects for implementation, design projects, and complete grant applications to implement projects. Benefits include creating a safer community, speeding up recovery, and addressing multiple hazards.
12. Hazardous Materials Mapping and Abatement Prioritization	
Overview	This project aims to identify areas in Bethel where hazardous building materials and other hazardous materials have the potential to create an environmental or human health risk and identify appropriate actions for reducing risks through abatement, improved protocols for transportation, storage, and disposal, and public awareness education.
Hazards	Hazardous Materials
Goals	1, 2, 5
Asset Type	Multiple
Benefits and Costs	Costs are associated with staff time to assess hazardous materials risks and identify where additional risk mitigation is needed. Benefits include creating a safer community, lessening the financial impact of hazards, and increasing public awareness.
13. Identification of Permafrost Mitigation Techniques	
Overview	This project aims to identify opportunities for partnering with organizations (such as the University of Alaska Fairbanks) that study permafrost thaw and emerging technologies for mitigating its effects to critical infrastructure. As part of the project, the City of Bethel will develop a planning document for future development in Bethel and identify critical facilities at risk from permafrost thaw and strategies for structural improvements to withstand future impacts. The plan will be updated every 2 to 3 years to incorporate new observations on the effects of permafrost thaw on the City's facilities and emerging technologies that will be incorporated into future LHMP updates to mitigate impacts.
Hazards	Climate Change, Permafrost Thaw
Goals	1, 2, 3, 4, 5
Asset Type	Multiple

Benefits and Costs	Costs are associated with staff time to research and reach out to potential partners, complete the plan, and perform periodic updates. Benefits include creating a safer community, lessening the financial impact of hazards, and strengthening community partnerships.
14. Permafrost Thaw Risk and Development Planning	
Overview	This project is revised from Project P-1 in the 2017 LHMP, which included a permafrost assessment of areas in Bethel that are thawing and analysis of study results with proposed future development plans. The revised project removed the mapping component because the entire City is situated on permafrost. This project aims to integrate permafrost risk into City planning.
Hazards	Climate Change, Permafrost Thaw
Goals	1, 2, 3, 5
Asset Type	Multiple
Benefits and Costs	Costs are associated with staff time to assess permafrost risks throughout the City and incorporating these risks into community planning. Benefits include creating a safer community and lessening the financial impact of hazards.
15. Thermosyphons	
Overview	This project aims to secure grants/funds to install thermosyphons around large critical facilities like City Hall, the courthouse, the fire department, and the police department. Thermosyphons are large, sealed pipes that contain fluid under a vacuum that evaporates near ground temperature, pulling heat out of the soil and releasing it to the air via condensation at the top of the pipe.
Hazards	Climate Change, Permafrost Thaw
Goals	1, 2, 3, 5
Asset Type	Multiple
Benefits and Costs	Costs are associated with staff time to complete grant applications and prioritize critical facilities for thermosyphon installation. Benefits include creating a safer community, lessening the financial impact of hazards, and addressing multiple hazards.
16. Severe Weather Emergency Notification Plan	
Overview	This project is revised Project SW-3 from the 2017 LHMP, which was to expand public awareness of the NOAA Weather Radio. The revision removes the specificity to the NOAA Weather Radio, which is not currently operating, in favor of a more robust plan that documents procedures for alerting Bethel residents in the event of a severe weather emergency and providing crucial instructions and information before, during, and after the event. Notification procedures include community bulletin boards, mass notification through cell phones, social media posts (on the City's accounts and sites unique to Bethel), and updates on the City website. This project also entails coordination with

	KYUK to include details in the plan about radio and TV notification protocols as part of their emergency response procedures, as well as coordination with KYKD as a second radio notification source.
Hazards	Severe Weather
Goals	1, 2, 3, 4, 5
Asset Type	Multiple
Benefits and Costs	Costs are associated with staff time to coordinate with KYUK and KYKD and to develop the plan, complete grant applications, and provide periodic updates. Benefits include creating a safer community, speeding up recovery, lessening the financial impact of hazards, increasing public awareness, and strengthening community partnerships.
17. Cyber Threat Prevention, Response Strategy, and Security Policies	
Overview	To mitigate the risk of technological/cyber threats, the City will identify vulnerabilities and potential threats, limit access to sensitive information and systems based on user roles, prepare a clear response strategy for potential breaches, and develop and enforce security policies that encompass prevention, detection, and remediation.
Hazards	Technological/Cyber Threat
Goals	1, 2, 5
Asset Type	Multiple
Benefits and Costs	Costs are associated with staff time to implement the preventative measures, develop the response strategy, and develop and enforce security policies, including annual time to review and update strategies and policies as threats evolve and risks change. Benefits include creating safer communities, speeding up recovery, and lessening financial impacts.
18. Ash and Smoke Masks	
Overview	The project is revised Project V-1 from the 2017 LHMP. This project aims to ensure a local supply of ash and smoke masks in sufficient quantity for the elderly, children, and those with known respiratory ailments, and to ensure that supplies are maintained, not expired, and stored at emergency shelters. It was initially specific to ash hazards to volcanos but was revised to include smoke hazards from wildfire.
Hazards	Volcano, Wildfire
Goals	1, 2, 5
Asset Type	Multiple
Benefits and Costs	Costs are associated with staff time to research and coordinate funding, and capital expenditures for purchase of supplies. Benefits include creating a safer community, speeding up recovery, lessening the financial impact of hazards, and addressing multiple hazards.

19. Firefighting Resource Upgrades and Training	
Overview	This project is revised Projects WF-1 and WF-2 from the 2017 LHMP. The project aims to continue annual inventories of firefighting resources in order to identify and provide equipment upgrades and training as needed. Stocks of firefighting equipment are typically replenished every 10 years, as indicated by their shelf life.
Hazards	Wildfire
Goals	1, 2, 3, 5
Asset Type	Fire
Benefits and Costs	Costs are associated with staff time to coordinate funding and complete grant applications, and capital expenditures for purchase of supplies and equipment. Costs are also associated with training and maintenance (annual). Benefits include creating a safer community, speeding up recovery, lessening the financial impact of hazards, and increasing public awareness.

APPENDIX D—PLAN MAINTENANCE

Table D-1: Annual Review Tracker (2027-2031)

Task	Description
Disasters / hazards that occurred over the past year	
Critical facilities and infrastructure as well as other major assets damaged from disasters / hazards that occurred over the past year	
Mitigation-focused public outreach that was conducted over the past year	
Mitigation actions (measures and projects) that were implemented over the past year	
New and/or updated studies, reports, and maps that were published over the past year	
Changes made to 2026 LHMP over the past year or needed to be made to the future LHMP	
Additional information	

APPENDIX E—ADOPTION RESOLUTION

Introduced by: Lori Strickler, City Manager
Date: July 14, 2026
Action:
Vote:

CITY OF BETHEL

Resolution # 26-09

AUTHORIZATION AND EXECUTION OF STATE REVOLVING FUND LOAN APPLICATIONS

WHEREAS, the City of Bethel completed Questionnaires for various water and sewer improvement projects with the State of Alaska, Department of Environmental Conservation's State Revolving Fund Loan Program as a first step to pursuing loan funding;

WHEREAS, four of Bethel's projects recently submitted as Questionnaires were reviewed, scored, and placed on the FY 2027 Alaska Drinking Water Fund Project Priority List as projects whose loans would be 100% forgiven;

WHEREAS, the City hereby directs the City Manager to apply for SRF loan funding for the following four Alaska Drinking Water Fund projects identified for 100% loan forgiveness: 1) Water Distribution Center Design (\$1,904,574), Bethel Water Treatment Plant Security Improvements (\$112,902), Bethel Heights Backwash Tank Replacement (\$1,000,000), and Water Haul Truck (\$361,957);

WHEREAS, the Water Distribution Center Design is a precursor to construction of a water tank located on the highway and supplied by the City Subdivision Water Treatment Plant that is necessary before piping nearby subdivisions;

WHEREAS, the Bethel Water Treatment Plant Security Improvements project includes the installation of solid steel doors, alarms, and security cameras at both water treatment plants;

WHEREAS, the Bethel Heights Backwash Tank Replacement project entails the construction of a shelter and installation of a new backwash tank and pumps at the Bethel Heights Water Treatment Plant;

WHEREAS, the City of Bethel seeks to obtain the necessary financial assistance for the projects; and the State of Alaska, Department of Environmental Conservation (ADEC) can offer funding through the Alaska Drinking Water Fund;

WHEREAS, each of the project loan amounts will be for the project cost estimates identified herein for a five-year term, with a finance rate calculated pursuant

Introduced by: Lori Strickler, City Manager
Date: July 14, 2026
Action:
Vote:

to state regulations (18 AAC 76.080 for a Clean Water loan and 18 AAC 76.255 for a Drinking Water loan);

WHEREAS, once the SRF loan applications are approved, the City Manager will sign the loan agreements, the city will spend project funds, and then submit loan reimbursement requests;

WHEREAS, ADEC will subtract 0.5% of disbursed funds as administrative fees, which total \$16,897.16 for these four loans, but after all disbursement requests have been made, there is no repayment required by the city for the 100% forgiven loans;

NOW, THEREFORE, BE IT RESOLVED that the City of Bethel authorizes the City Manager to apply to the State of Alaska, Department of Environmental Conservation, for four loans from the Alaska Drinking Water Funda to cover the cost of all four projects;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City of Bethel authorizes the City Manager to execute the loan agreements which will become binding obligations in accordance with its terms when signed by both parties;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager is authorized to represent the City of Bethel when carrying out the City's responsibilities under the loan agreements and authorized to delegate responsibility to appropriate City staff members to carry out technical, financial, and administrative activities associated with the loan agreements;

ENACTED THIS 14th DAY OF JULY 2026 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan, City Clerk

CITY OF BETHEL, ALASKA

Resolution #26-10

A RESOLUTION BY THE BETHEL CITY COUNCIL AUTHORIZING THE CITY OF BETHEL TO ADOPT THE ALASKA INTERGOVERNMENTAL REMOTE SELLER SALES TAX AGREEMENT, AS AMENDED MARCH 31, 2026, FOR THE PURPOSE OF DEVELOPING, IMPLEMENTING, AND ENFORCING A REMOTE SELLERS SALES TAX CODE, INCLUDING SALES MADE THROUGH MARKETPLACE FACILITATORS

WHEREAS, the inability to effectively collect sales tax on sales of property, products or services transferred or delivered into Alaska in response to orders placed electronically by consumers with remote sellers or through marketplace facilitators, is seriously eroding the sales tax base of communities, causing revenue losses and harm to residents through the loss of critical funding for local public services and infrastructure;

WHEREAS, the harm from the loss of revenue is especially serious in Alaska because the state has no broad-based tax, and sales tax revenues are essential in funding the provision of services by local governments;

WHEREAS, the failure to collect tax on remote sales creates market distortion by creating tax shelters for businesses that limit their physical presence in the state or cities and boroughs but still sell their goods and services to their consumers, something that becomes easier and more prevalent as technology continues to advance;

WHEREAS, the structural advantages for remote sellers, including the absence of point of sale tax collection, along with the general growth of online retail, make clear that erosion of the sales tax base is and has been occurring and is a growing problem that is likely to only worsen in the near future;

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

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

WHEREAS, the decision by the United States Supreme Court in *South Dakota v.*

Introduced by: City Manager Lori Strickler
Date: July 14, 2026
Action:
Vote:

Wayfair allows for the amendment of the sales tax code to account for remote sellers who do not have a physical presence in either the state of Alaska or within the City of Bethel, but do have a taxable connection with the State of Alaska and City of Bethel;

WHEREAS, the decision in *South Dakota v. Wayfair* provided guidance that included the defensibility of a single-level statewide administration of remote sales tax collection and remittance;

WHEREAS, in order to implement a single-level statewide sales tax administration, local taxing jurisdictions within Alaska have established an intergovernmental entity known as the Alaska Remote Seller Sales Tax Commission (the "Commission");

WHEREAS, the function and powers of the Commission are set forth under the Alaska Intergovernmental Remote Seller Sales Tax Agreement (the "Agreement"), a cooperative agreement between Commission members;

WHEREAS, the Agreement has been amended, as of March 31, 2026, to expressly extend the administration, collection, remittance, and enforcement of sales tax to sales made through marketplace facilitators, including accommodation intermediaries, delivery network companies, and marketplaces that facilitate or perform travel agency services, and to revise the threshold criteria to \$100,000 in annual gross sales into Alaska;

WHEREAS, under the terms of the Agreement, in order to maintain membership in the Commission, the City of Bethel will be required to adopt certain uniform code provisions for the collection and remittance of municipal sales tax applicable to sales made by remote sellers and sales facilitated by marketplace facilitators;

WHEREAS, amendments to the uniform remote sales tax code, including marketplace facilitator centralized administrative provisions and updated definitions of "sale" and "seller," will be presented to the City of Bethel Council for consideration once adopted by the Commission;

WHEREAS, once adopted, the administration, collection, remittance, and enforcement of sales tax on remote sales, including sales facilitated by marketplace facilitators, will be delegated to the Commission;

WHEREAS, the intent of the Agreement is to enable Alaska's taxing jurisdictions to levy their municipal sales tax to the maximum limit of federal and state constitutional doctrines.

Introduced by: City Manager Lori Strickler
Date: July 14, 2026
Action:
Vote:

NOW, THEREFORE, BE IT RESOLVED the Bethel City Council, that:

Section 1. Authorization. The City manager is authorize to negotiate, execute, and submit all necessary document to obtain and maintain membership in the Alaska Remote Seller Sales Tax Commission.

Section 2. Representation. The City Manager is directed to identify one City of Bethel representative for the Commission.

ENACTED THIS ____DAY OF JULY 2026 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

ATTEST:

Rose Henderson, Mayor

Kevin Morgan, City Clerk

Alaska Intergovernmental Remote Seller Sales Tax Agreement

As Amended

March 31, 2026

Alaska Intergovernmental Remote Seller Sales Tax Agreement

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

Article I. Background Principles.

1. The signatories wish to enable local governments to benefit from opportunities for collection of existing sales tax on sales made by remote sellers and marketplace facilitators. Remote sellers are sellers who sell, often through the internet, products or services in a taxing jurisdiction without having a physical presence in the taxing jurisdiction. Marketplace facilitators provide a platform that sellers can use to sell or rent their property, products or services to the public.
2. The collection of remote sales tax provides a level playing field for local businesses and strengthens the ability of local governments to provide public services and infrastructure.
3. The signatories are particularly mindful of the specific holding in, and implications of, the Supreme Court's *South Dakota v. Wayfair* decision, which provides guidance relative to nexus and the legal defensibility of a single-level statewide administration that reduces or removes potential burdens to interstate commerce.
4. Alaska's local governments have the authority to enter into intergovernmental agreements and applicable taxing authority has been delegated to organized boroughs and cities.
5. The signatories desire to establish an intergovernmental entity, the Alaska Remote Seller Sales Tax Commission (the "Commission") to enable cooperative centralized administration of sales tax collection, remittance, and enforcement on sales made by remote sellers.
6. The signatories further desire to allow member jurisdictions to authorize the Commission to centrally administer sales tax collection, remittance, and enforcement on sales of goods, services or rentals made through a marketplace facilitator.

Article II. Purpose.

The purpose of this Agreement is to:

1. Enable cooperative centralized administration of sales tax collection, remittance, and

enforcement on sales made by remote sellers and sales made by marketplace facilitators using a single statewide intergovernmental entity;

2. Provide for and promote reasonable uniformity and compatibility in significant components of local sales tax levy and collection on sales made by remote sellers and marketplace facilitators in order to facilitate streamlined joint administration; and
3. Facilitate taxpayer and tax collector convenience and compliance in the filing of tax returns, the payment of tax, and in other phases of tax administration of sales made and services provided by remote sellers and marketplace facilitators.

Article III. Definitions.

As used in this Agreement:

1. “Commission” means the Alaska Remote Seller Sales Tax Commission established pursuant to this Agreement.
2. “Local Government” means any home rule, first class, or second class borough, or any home rule, first class, or second class city, or unified municipality in Alaska.
3. “Member” means a Local Government signatory to this Agreement.
4. “Remote seller” means any corporation, partnership, firm, association, governmental unit or agency, or person acting as a business entity that sells property or products or performs services in the State of Alaska or a taxing municipality in the state, using the internet, mail order, or telephone, without having a physical presence in the state or taxing municipality.
5. “Sales tax” means a tax imposed with respect to the transfer for a consideration of ownership, possession, or custody of property, the rental of property, or the rendering of services measured by the price of the property transferred or services provided.
6. “Marketplace facilitator” means a person that provides for sellers a platform to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale or rental of the seller’s property, products, or services through a physical or electronic marketplace operated by the person, and engages:
 - a. Directly or indirectly, through one or more affiliated persons in any of the following:
 - i. Transmitting or otherwise communicating the offer or acceptance between the buyer and seller;
 - ii. Owning or operating the infrastructure, electronic or physical, or technology that brings buyers and sellers together;
 - iii. Providing a virtual currency that buyers are allowed or required to use to purchase products from the seller; or

- iv. Software development or research and development activities related to any of the activities described in (b) of this subsection (6), if such activities are directly related to a physical or electronic marketplace operated by the person or an affiliated person;
- b. In any of the following activities with respect to the seller's property or services:
 - i. Payment processing services;
 - ii. Fulfillment or storage services;
 - iii. Listing products for sale;
 - iv. Setting prices;
 - v. Branding sales as those of the marketplace facilitator;
 - vi. Order taking;
 - vii. Advertising or promotion; or
 - viii. Providing customer service or accepting or assisting with returns or exchanges.

Article IV. The Commission.

1. Organization and Management.

- a. The Alaska Remote Seller Sales Tax Commission (the "Commission") is hereby established as an intergovernmental entity in the state of Alaska. It will be comprised of one designated representative from each Member, who shall have the authority to act on the Member's behalf.
- b. Each Member will be entitled to one vote.
- c. To assist conducting business when the full Commission is not meeting, the Commission will annually elect a Board of Directors of seven members, including officers. The Board of Directors will act subject to the provisions of this Agreement and as provided in the bylaws of the Commission, as ratified by the members.
- d. No action will be binding unless approved by a majority of the Directors present at a meeting.
- e. The Commission will adopt an official logo.
- f. The Commission will hold an annual meeting each year, with telephonic participation provided for, in addition to scheduled regular meetings and special

meetings as provided by its bylaws. Notices of special meetings must include the reasons for the meeting and the items to be considered.

- g. The Commission will elect annually, from among its members, a President, a Vice President, a Secretary, and a Treasurer. The bylaws of the Commission shall provide for nomination and election of officers.
- h. The Commission will contract at formation for support and administrative functions with the Alaska Municipal League (AML). The Executive Director of the AML will serve as a liaison between the Commission and AML and may appoint necessary staff support. This provision will be revisited within three years of legal formation of the Commission.
- i. The Commission may contract for supplies and professional services, and delegates to AML the same ability on its behalf.
- j. To carry out any purpose or function, the Commission may accept and utilize donations and grants of money, equipment, supplies, materials and services, conditional or otherwise, from any Member or governmental entity.
- k. The Commission may establish one or more offices for the transacting of its business. Upon formation, its registered office and place of business will be the Alaska Municipal League at One Sealaska Plaza, Suite 302, Juneau, AK 99801, or as such location as the Board of Directors designates.
- l. The Members will adopt the initial bylaws of the Commission. The Commission will make its bylaws easily accessible for Members and prospective members. The power to adopt, alter, amend or repeal bylaws is vested in the Board of Directors unless it is reserved to the Members per the bylaws. The bylaws shall contain provisions for the regulation and management of the affairs of the Commission not inconsistent with this Agreement.
- m. The Commission will provide annual reports to its members covering its activities for the preceding fiscal year. The Commission may make additional reports.

2. Committees.

- a. In furtherance of its activities, the Commission may establish advisory and technical committees by a majority vote of the membership body. Membership on a technical committee, may include private persons and public officials. Committees may consider any matter of concern to the Commission, including issues of special interest to any member and issues pertaining to collection of sales tax on behalf of members.
- b. The Commission may establish additional committees by a majority vote of the membership or Board of Directors as its bylaws may provide.
- c. Committees may not take any action but may recommend action to the Board of

Directors for consideration.

3. Powers.

In addition to powers conferred elsewhere in this Agreement and in the bylaws, the Commission may:

- a. Study federal, state and local sales tax systems, and particular types of state and local taxes.
- b. Develop and recommend proposals to promote uniformity and compatibility of local sales tax laws with a view toward encouraging the simplification and improvement of local tax law and administration.
- c. Compile and publish information to support and assist members in implementing the Agreement or assist taxpayers in complying with local government sales tax laws.
- d. Do all things necessary and incidental to the administration of its functions pursuant to this Agreement, including:
 - i. Sue and be sued.
 - ii. Administer provisions of uniform sales tax ordinances pursuant to authority delegated by Members
- f. The Commission may create and adopt policies and procedures for any phase of the administration of sales tax collection and remittance in accordance with this Agreement and the Commission's bylaws, including delegated authority to administer taxation or prescribing uniform tax forms. Prior to the adoption of any policy, the Commission will:
 1. As provided in its bylaws, hold at least one meeting after due notice to all members and to all taxpayers and other persons who have made timely requests to the Commission for advance notice of its policy-making proceedings.
 2. Afford all affected members and interested persons an opportunity to submit relevant written comments, which will be considered fully by the Commission.
- g. The Commission will submit any policy adopted by it to the designated representative of all Members to which they might apply. Each such Member will in turn consider any such policy for adoption in accordance with its own laws and procedures.
- h. Amend this Agreement by majority vote of the Members at any regular or special meeting, provided the notice of such meeting shall have contained a copy of the proposed amendments.

4. Finance.

- a. At least 90 days prior to the start of a new fiscal year, the Board of Directors will adopt a budget of its estimated expenditures for the upcoming fiscal year and submit to Members.
- b. The Commission will follow a July 1 to June 30 fiscal year.
- c. The Commission's budgets must contain specific recommendations for service fees built into statewide administration. Service fees will account for direct staff and software costs, and indirect costs, as justifiable to the Board of Directors.
- d. The Commission will not pledge the credit of any member. The Commission may meet any of its obligations in whole or in part with funds available to it, provided that it takes specific action to set aside such funds prior to incurring any obligation to be met in whole or in part in such manner. Except where the Commission makes use of funds available to it, the Commission may not incur any obligation prior to the allocation and commitment of funds adequate to meet the same.
- e. The Commission must keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Commission will be subject to the audit and accounting procedures established under its bylaws. All receipts and disbursements of funds handled by the Commission will be audited annually by a certified public accountant and the report of the audit will be included in and become part of the annual report of the Commission to Members.
- f. The accounts of the Commission will be open at any reasonable time for inspection by duly constituted officers of the Members, the State of Alaska, and by any persons authorized by the Commission.
- g. Nothing contained in this Article may be construed to prevent Commission compliance with laws relating to audit or inspection of accounts by or on behalf of any government contributing to the support of the Commission.

Article V. Membership Requirements; Remote Seller Sales Tax Code.

1. To obtain and retain full membership, the Local Government must submit either an Ordinance or Resolution authorizing entry into the Agreement, including to:
 - a. Designate the individual at the municipality that may execute initial binding documents on behalf of the municipality and who will be the Member's representative on the Commission.
2. Once the Commission adopts its bylaws and adopts a uniform Remote Sellers Sales Tax Code, members must submit an Ordinance or Resolution that:
 - a. Delegates remote seller sales tax registration, exemption certification, collection,

remittance, and audit authority to the Commission.

- b. Within one hundred twenty (120) days, adopts, by reference or otherwise, the Remote Seller Sales Tax Code in its entirety as it pertains to collection of sales tax from remote sellers and marketplace facilitators.
 - c. The member may, at its discretion, adopt provisions in its local sales tax code to extend its local sales tax to sales of goods, services, or rentals through marketplace facilitators.
3. To retain full membership status, changes made to the Agreement or Code should be ratified by the Member within one hundred twenty (120) days of the date the Commission adopts the change.
4. The Member must provide notice of tax or boundary changes to the Commission and must assure the Commission of the accuracy of rates and exemptions. Rate and exemption changes will take effect within thirty (30) days of the date the Commission receives notice of the tax or boundary change.

Article VI. Sales Tax Collection and Administration.

1. Collection; Registration; Remittance.

- a. Every remote seller and marketplace facilitator meeting the Threshold Criteria of one hundred thousand (\$100,000) in annual gross sales occurring in Alaska during the current or previous calendar year, shall collect sales taxes from the buyer at the time of sale or service and shall transmit the sales taxes collected to the Commission on a monthly or quarterly basis.
- b. The Commission will remit and report to Members by the last business day of the month.
- c. A remote seller or marketplace facilitator meeting the Threshold Criteria shall apply for a certificate of sales tax registration within thirty (30) calendar days of the adoption of this Remote Seller Sales Tax Code and/or within thirty (30) calendar days of meeting the threshold, whichever occurs later. Registration shall be to the Commission on forms prescribed by the Commission as set out in the remote seller sales tax code.
- d. Upon receipt of a properly executed application, the Commission shall issue the applicant a certificate of registration, stating the legal name of the seller, the primary address, and the primary sales tax contact name and corresponding title. A list of registered sellers shall be made available on the Commission's webpage.

2. Returns; Confidentiality.

- a. The Commission will provide all sales tax return information to the taxing jurisdiction, consistent with local tax codes.

- b. All returns, reports and information required to be filed with the Commission under this Code, and all information contained therein, shall be kept confidential and shall be subject to inspection only by:
 - i. Employees and agents of the Commission and taxing jurisdiction whose job responsibilities are directly related to such returns, reports and information;
 - ii. The person supplying such returns, reports and information; or
 - iii. Persons authorized in writing by the person supplying such returns, reports and information.

3. Title; Penalty and Interest; Overpayment.

- a. Upon collection by the seller, title to the sales tax vests in the Commission and the member on whose behalf the original tax arose. The Commission shall act as a third-party trustee and remit taxes collected on behalf of the member no later than thirty (30) days after each filing deadline.
- b. The Remote Sellers Sales Tax Code shall establish the per annum interest rate and any applicable penalties for late or non-compliant remote sellers.
- c. Upon request from a buyer or remote seller the Commission shall provide a determination of correct tax rate and amount applicable to the transaction. In the case of an overpayment of taxes, the remote seller shall process the refund and amend any returns accordingly.

4. Audit; Compliance and Enforcement.

- a. The Commission shall have sole audit authority and will make final determinations regarding: (1) whether a remote seller or marketplace facilitator meets Threshold criteria; (2) the accuracy of returns filed by a remote seller or marketplace facilitator with the Commission; and (3) whether a remote seller or marketplace facilitator filing returns with the Commission is in compliance with collection and remittance obligations.
- b. The Commission shall have authority to enforce issues relating to the Remote Sellers Sales Tax Code including, but not limited to, the collection of late fees and penalties, and filing of civil suits and injunctions.

Article VII. Entry into Force and Withdrawal.

- 1. This Agreement will be in force and effective when formally approved by any seven signatories and will terminate if membership falls below seven.
- 2. Any Member may withdraw from this Agreement through ordinance or resolution

rescinding signatory action and giving notice to the Commission of the effective date of the ordinance, with a minimum of 30 days' notice. Withdrawal will not affect any liability already incurred by or chargeable to a Member prior to the effective date of such withdrawal. The obligations of the Commission to remit and report remain until no longer necessary.

Article VIII. Effect on Other Laws and Jurisdiction.

Nothing in this Agreement may be construed to:

1. Affect the power of any local government to fix rates or tax exemptions, except that all members must adopt and implement the Commission's common definitions and tax code changes or demonstrate parity or non-applicability.
2. Withdraw or limit the authority of local government with respect to any person, corporation, or other entity or subject matter, except to the extent that such authority is expressly conferred by or pursuant to this Agreement upon another agency or body.
3. Supersede or limit the jurisdiction of any court of the State of Alaska.

Article IX. Construction and Severability.

This Agreement shall be liberally construed so as to effectuate its purposes. The provisions of this Agreement shall be severable and if any phrase, clause, sentence, or provision is declared or held invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement and its applicability to any government, agency, person or circumstance will not be affected. If any provision of this Agreement is held contrary to the charter of any member, the Agreement will remain in full force and effect as to the remaining members and in full force and effect as to the Member affected in all other provisions not contrary to charter.

City of Bethel Action Memorandum

Action memorandum No.	26-14		
Date action introduced:	July 14, 2026	Introduced by:	Mayor Henderson
Date action taken:		Approved	Denied
Confirmed by:			

Title: Appointment of Committee and Commission Members.

Attachment(s): None

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

Board of Ethics

Kelli Kortemeier has applied for appointment; term expiration is December 31, 2028.

Public Safety and Transportation Commission

Curtis Hastie has applied for appointment; term expiration is December 31, 2028.

Finance Committee

Kelli Kortemeier has applied for appointment; term expiration is December 31, 2027.

Note: There are four members of the Finance Committee whose terms expire in 2028. To maintain staggered terms, this term will expire in 2027. BMC 2.60.030(E)

CITY OF BETHEL

City Manager's Office



DATE ISSUED: June 22, 2026

ATTENTION: City of Bethel Governing Body

SUBJECT: Renewal Review- Marijuana License Retail Store #30563 Good Vibes

On June 9, 2026 the Alcohol and Marijuana Control Office provided notice of a Marijuana License Retail Store renewal for license number 30563, operating as Good Vibes. Good Vibes is owned by Alexander Wasierksi and Brian Glasheen JR, and is located at 323 Chief Eddie Hoffman Highway, Bethel. The Council has until August 7, 2026 to issue a protest on the issuance of this renewal.

In accordance with Bethel Municipal Code 5.10.020, the application was submitted for review as follows:

1. To the planning director or their designee is to determine if the applicant has complied with the conditional use provisions of the Bethel Municipal Code;
2. To the finance director or their designee is to determine whether the licensee or license transferee is delinquent in paying to the city any tax, assessment, business license fee, or fee or charge for utility service for the business and/or affiliate (as defined in 3 AAC 304.990) that operates or will operate under the liquor license;
3. Public Safety is to determine whether, in their opinion, there have been excessive calls for service, excessive numbers of convictions or arrests for unlawful activity at the license location, police or ambulance reports, reports of unlawful activity at the license location, or police, fire or ambulance dispatches to the license location.

After a review of the required items, Administration does not find the business to be out of compliance with planning requirements, business licensing, sales tax, or other fees or charges, and has not an excessive number of police for fire related calls to the location. The Administration has not found cause to protest the issuance of the renewal under BMC 5.10.020.

Sincerely,

Lori Strickler
City Manager

CC:

Alexander Wasierski awasierski@gmail.com

Brian Galsheen asbpg22@gmail.com



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

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

June 9, 2026

Licensee: Good Vibes LLC
DBA: Good Vibes Bethel
VIA email: asbpg2@gmail.com
Local Government: Bethel
Via Email: lstrickler@cityofbethel.net, cityclerk@cityofbethel.net
Community Council: N/A
Via Email: N/A

BCC: amco.admin@alaska.gov

Re: Retail Marijuana Store License Combined Renewal Notice

License Number:	#30563
License Type:	Retail Marijuana Store
Licensee:	Good Vibes LLC
Doing Business As:	Good Vibes Bethel
Physical Address:	323 Chief Eddie Hoffman Hwy Bethel, AK 99559 UNITED STATES
Designated Licensee:	Brian Glasheen JR
Phone Number:	907-545-1144
Email Address:	asbpg2@gmail.com

☒ License Renewal Application

☐ Endorsement Renewal Application

Dear Licensee:

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2026/2027 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Sincerely,



Kevin Richard, Director
907-269-0350

Alcohol & Marijuana Control Office

Initiating License Application

5/12/2026 4:19:25 PM

License Number: 30563**License Status:** Active-Operating**License Type:** Retail Marijuana Store**Doing Business As:** Good Vibes Bethel**Business License Number:** 2136975**Designated Licensee:** Brian Glasheen JR**Email Address:** asbpg2@gmail.com**Local Government:** Bethel**Local Government 2:** Bethel**Community Council:****Latitude, Longitude:** 60.790000, -161.771000**Physical Address:** 323 Chief Eddie Hoffman Hwy
Bethel, AK 99559
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10163025**Alaska Entity Name:** Good Vibes LLC**Phone Number:** 907-545-1144**Email Address:** asbpg2@gmail.com**Mailing Address:** 1853 Buccaneer PI
Anchorage, AK 99501
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Alexander Wasierski**Phone Number:** 907-545-3499**Email Address:** awasierski@gmail.com**Mailing Address:** PO BOX 573
Bethel, AK 99559
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Brian Glasheen JR**Phone Number:** 907-545-1144**Email Address:** asbpg2@gmail.com**Mailing Address:** 1853 Buccaneer PI
Anchorage, AK 99501
UNITED STATES**Note:** No affiliates entered for this license.



Alaska Marijuana Control Board

Form MJ-20: 2026-2027 Renewal Application Certifications

What is this form?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Good Vibes Bethel	License Number:	30563		
License Type:	Retail				
Doing Business As:	Good Vibes Bethel				
Premises Address:	323 Chief Eddie Hoffman Hwy				
City:	Bethel	State:	AK	ZIP:	99559

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Brian Glasheen
Title:	Owner

Section 3 – Violations & Charges

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

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

BG

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

BG

I certify that a notice of violation has **not** been issued for this license between July 1, 2025 to June 30, 2026.

BG

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).

--



Form MJ-20: Renewal Application Certifications

Section 4 – Certifications

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

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

BG

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

BG

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

BG

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

BG

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

BG

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

Approved by email

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

Approved by email

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.


Signature of licensee

Brian Glasheen

Printed name of licensee

RECEIVED

MAY 18 2026

Dept. of Commerce
AMCO



Alaska Marijuana Control Board

Form MJ-20: 2026-2027 Renewal Application Certifications

What is this form?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Good Vibes Bethel	License Number:	30563		
License Type:	Retail				
Doing Business As:	Good Vibes Bethel				
Premises Address:	323 Chief Eddie Hoffman Hwy				
City:	Bethel	State:	AK	ZIP:	99559

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Alexander Wasierski
Title:	Owner

RECEIVED

MAY 13 2026

Dept. of Commerce
AMCO

Section 3 – Violations & Charges

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

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

AW

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

AW

I certify that a notice of violation has **not** been issued for this license between July 1, 2025 to June 30, 2026.

AW

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).

--



Form MJ-20: Renewal Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:	Initials
I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.	AW
I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ 20a) along with this application.	AW
I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.	AW
I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.	AW
I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development’s laws and requirements pertaining to employees.	AW
I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.	AW
I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.	AW

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.


Signature of licensee

Alexander Wasierski
Printed name of licensee

CITY OF BETHEL

City Manager's Report June 3- June 17, 2026



PERSONNEL

Collective Bargaining

Administration continues to meet with the City's bargaining unit to negotiate a successor Collective Bargaining Agreement. During this reporting period, staff completed a comprehensive review of wage scales, benefit costs, leave provisions, and compensation comparisons with municipalities throughout Alaska.

The City has presented updated wage proposals that provide significant market-based wage adjustments while balancing the long-term sustainability of employee benefits and municipal finances. Negotiations remain ongoing.

Seasonal Staffing

Summer staffing efforts continue throughout several departments, including Parks and Recreation, Public Works, Community Services Patrol, and the Yukon-Kuskokwim Fitness Center. Seasonal employees continue supporting summer programming, recreation activities, and maintenance operations during the City's busiest season.

OPERATIONS

Fourth of July Celebrations

The City extends its sincere appreciation to the Orutsararmiut Native Council (ONC) for allowing the community to use its grounds and facilities for this year's Fourth of July celebration.

Although the scheduled entertainment was unable to attend, the event was well attended and featured a successful parade, community booths, food vendors, and beautiful weather.

A special thank you goes to the Parks and Recreation Department, Pauline Borotko, and Kayla Saddler for their outstanding work organizing and coordinating this year's celebration. Their efforts helped provide a fun, safe, and memorable event for our community.



Financial Management Policies

Administration has completed a substantial update to the City's Financial Management Policies. The revised document incorporates current accounting standards, strengthens internal controls, modernizes purchasing and grant administration practices, and better aligns the City's financial policies with Government Finance Officers Association (GFOA) best practices. The updated policies will continue to guide sound financial management and organizational consistency across City departments.

Alaska Remote Seller Sales Tax Commission

Staff completed amendments to the Bethel Municipal Code to ensure consistency with the updated Alaska Remote Seller Sales Tax Commission requirements. These changes will maintain the City's participation in the statewide remote seller sales tax program while keeping the municipal code aligned with current practices.

Professional Housing Project

Administration continues coordinating with the Alaska Housing Finance Corporation regarding occupancy of the City's Professional Housing units.

While the City had begun accepting applications after previously being advised the units would be available for local leasing, AHFC later requested that leasing activities be paused while they determine state employee housing needs. Staff have notified applicants of the change and continue working with AHFC to determine the timeline for occupancy.

Community Policing Development Grant

Administration has begun developing a Community Policing Development (CPD) Microgrant application through the U.S. Department of Justice. The proposed project would financially support Police Cadet Program focused on youth engagement, leadership development, mentoring, and future law enforcement recruitment. The program concept includes partnerships with local schools, Parks and Recreation, and community organizations while providing mentorship opportunities with City police officers. If awarded, grant funding would assist with cadet uniforms, equipment, training, educational programming, recruitment activities, mentorship events, and program administration.

Employee Compensation Review

Administration completed a comprehensive review of employee classifications and compensation recommendations based upon the recently completed Classification and Compensation Study. The review included evaluating wage compression, position reclassifications, market competitiveness, wage compression, and long-term compensation sustainability.

Employee Benefits

Staff continue implementing the City's transition to Moda Health insurance while assisting employees with enrollment questions and ensuring a smooth conversion to the new plan year. Administration also continues evaluating employee benefit programs to maintain competitive offerings while managing rising healthcare costs.

Animal Control Facility

Planning activities continue for the new Animal Control Facility. Staff continue coordinating design elements, equipment procurement, and construction planning while preparing the project for construction.

Ptarmigan Road Culvert

The project is expected to kick off on July 15th with road closures expected for about 45 days.





Teen Center Quarterly Plan

TWC Building Usage Plan

Prepared by Taylor Finley

OVERVIEW & PURPOSE

This quarter, we plan to continue growing the types of violence prevention activities we provide! We have events planned with TAAV, TWC, SWAAG, UAF, Calicaraq, and others. We hope to gain internet connectivity in this quarter, making educational opportunities easier to access for youth and fun activities like gaming possible as well. We haven't been able to facilitate children's activities in the building yet, since we're still working on organizing the space and making sure anything that could be dangerous is out of reach for young children. We plan to bring children staying at the TWC shelter to the Teen Center for activities once the 26-27 school year begins.

PLANNED EVENTS, DATES, ESTIMATED ATTENDANCE, & PUBLIC SERVICE REQUIREMENTS

1. Teens Acting Against Violence after-school group meetings:
 - W-F, continuing throughout the quarter
 - 5-10 children per meeting
 - Safe, violence-prevention-oriented education and activities for teens
2. TWC shelter children's activity:
 - Mondays and/or Tuesdays beginning when school starts, continuing throughout the quarter
 - 5-10 children per meeting
 - Safe, violence-prevention-oriented education and activities for children. Also gives parents in shelter a break from childcare, increasing opportunities for self-care, employment, education, and engagement with

shelter advocates

3. LKSD Free Summer Meals

- Every weekday in July & first week of August
- 180+/- children
- Access to food, a safe space, and connection to safe adults is the healthiest way to form a foundation that is free of violence! Connecting children to resources to support them is the best way to ensure a violence-free future.

4. BAG Mousetrap Play Rehearsals and Performances:

- Mondays and Wednesdays in July. Performances August 7,8,9
- 10-20 adults and teens
- Theatre builds safe adult connections, encourages healthy communication, engages the body in healthy physical activity, and acts as a creative outlet that can help to boost coping skills and improve mental and emotional wellbeing

5. BAG/TAAV Set Building/Costume Making Workshop:

- Throughout July- Saturdays
- 10-15 adults and teens
- Theatre builds safe adult connections, encourages healthy communication, engages the body in healthy physical activity, and acts as a creative outlet that can help to boost coping skills and improve mental and emotional wellbeing

6. SWAAG Music Against Violence

- 7/31, 9/11
- 10-20 teens and adults
- SWAAG wishes to contribute to the awareness of violence and to peaceful conflict resolution.

7. SWAAG Sewing/Quilting Class

- 9/25-9/27
- 12-15 adults
- Fostering the integration of arts within a healthy community.

8. UAF/Caliricaraq/TWC/SWAAG Wellbeing through Art Workshop
 - 9/9-9/12
 - 15-25 teens, adults
 - Fostering the integration of arts within a healthy community.



Teen Center Quarterly Report

TWC Building Usage Plan

Prepared by Taylor Finley

OVERVIEW

This quarter was incredibly successful! TAAV has immensely enjoyed having a big enough space to host weekly meetings. BAG set up audio and visual equipment for teens to utilize during their weekly meetings. SWAAG facilitated a songwriting workshop where TAAV wrote a song about breakups (both the relationship and river kinds); the library hosted keychain-making, tie-dye, and other crafting activities; and BAG's rehearsal process for The Mousetrap began, expanding violence prevention programming to encompass teens and adults!

EVENTS, DATES, ATTENDANCE, PUBLIC SERVICE REQUIREMENTS

1. Teens Acting Against Violence after-school group meetings
 - 35 meetings
 - 24 individual teen attendees, 232 over the quarter
 - Safe, violence-prevention-oriented education and activities for teens
2. Library Teen Wednesday Activities
 - 4 activities
 - 33 teen attendees over the quarter
 - Safe, violence-prevention-oriented education and activities for teens
3. Bethel Actors Guild Improv Night
 - 1 meeting

- 13 adult attendees
 - Improv builds habits, awareness, and social skills that reduce the likelihood of conflict escalating into harm
4. Bethel Actors Guild Mousetrap Auditions
- 1 meeting
 - 16 adults, 1 teen, 1 child
 - Theatre builds safe adult connections, encourages healthy communication, engages the body in healthy physical activity, and acts as a creative outlet that can help to boost coping skills and improve mental and emotional wellbeing
5. Bethel Actors Guild Mousetrap Rehearsals
- 10 meetings
 - 8 adults, 1 child individual attendees, 41 over the quarter
 - Theatre builds safe adult connections, encourages healthy communication, engages the body in healthy physical activity, and acts as a creative outlet that can help to boost coping skills and improve mental and emotional wellbeing
6. SWAAG Music Against Violence
- 1 meeting
 - 4 teens, 16 adults
 - SWAAG wishes to contribute to the awareness of violence and to peaceful conflict resolution.
7. SWAAG Song Writing Workshop
- 1 meeting
 - 4 adults, 7 teens
 - SWAAG believes that art and music benefit the community, and a free concert and workshop could be a way for community members to gather to help support non-violence.
8. LKSD Free Summer Meals
- 22 meetings
 - 180 children

- Access to food, a safe space, and connection to safe adults is the healthiest way to form a foundation that is free of violence! Connecting children to resources to support them is the best way to ensure a violence-free future.

9. KYUK Yup'ik Word of the Week

- 4 meetings
- 20 teens
- Cultural connection and language preservation are vital to ensuring the community continues to grow safely and mindfully. Teens gained language skills, and their videos will be shared with the community at large, punctuating the importance of culture in a violence-free Bethel

Quarterly Totals:

- 6 Violence Prevention Coalition Partners utilized the Teen Center
- 70 individual uses of the Teen Center
- 568 community members served



Tie Dye w/ TAAV and Library

Lizard Keychain-Making w/ TAAV and Library



Awareness March Sign Making w/ TAAV



BAG Costumes- TAAV Approved!



TAAV Scavenger Hunt



Community Parks & Recreation Report –June 2026

By: Department Director, Shane Iverson

Gym Expansion

- Completed: Concrete for main floor and mezzanine; Plumbing; Hoop structural mounting; internal stud framing.
- In progress & upcoming: Steel work for stairs & ramps; Mechanical rough in, Translucent panels; Exterior Doors and windows; Metal flashing and underfloor soffit; Insulation; Concrete stair finishing

Programming & Services

- Successfully completed City of Bethel's 4-H charter to allow us to host Healthy Activities Camp for 5-13 year-olds this summer (June 1-August 14).
- Healthy Activities Camp: hosted first 4 weeks of summer camp, serving approximately 12 students daily, M-F.
- Hosted LKSD Migrant Education Swim Camp for approximately 50 kids. (6/ 1- 6/19)
- Began new fitness class: Introduction to Dance Class.
- Progressed the Safe Streets for All (SS4A) project by hosting contractors (Dowl) on field visit, and public outreach campaign, netting over 80 surveys from the community about safety and hazards within Bethel transportation routes. We also conducted first inter-organizational committee meeting for this project.
- Parks & Recreation Dept. assumed clean up of 5/9 Bethel parks (Pinky's, Independence aka Teen Center, Dillon's, Wally's and Riverview). Property maintenance handles the outlying parks.
- Continued development of youth activities waiver to provide additional opportunities for youth swimming.
- Held two "extra" rec swim weeks with early afternoon openings for the entire week.
- Preparation for Independence Day festivities.
- Hosted community softball game, the first in many years.

Dog Park

- Volunteers are coordinating efforts to implement dog park plan.

Facilities & Staffing

- Maintained all Rec-Swim hours.
- Lifeguard Staffing: 16 (high fluctuation of availability during summer)
- Fixed urinal in men's locker room.



City of Bethel
Finance Department
Manager's Report for June 2026

Date: 7/7/2026

To: Lori Strickler, City Manager

From: Nella Poquette, Finance Director

Subject: June 2026 Finance Management Report

Executive Summary

- The Finance Department is currently hiring an Accounting Specialist I to assist with sales tax collection.
- Sole Source Procurement has been approved by the council. The department has started working with RRG to draft the contract to start helping the city review sales tax compliance
- Fiscal Year 2026 has officially ended.

Current Events within the Finance Department

Finance Committee

The Finance Committee was able to meet this month.

MEMORANDUM

DATE: July 6, 2026
TO: Lori Strickler, Acting City Manager
FROM: John Sargent, Grant Manager



SUBJECT: Grant Manager's Report for July 14, 2026 Bethel City Council Meeting

Grant Awards

State Revolving Loan Questionnaire – Water Treatment Plant Security

The city's loan request for \$112,902 to purchase and install security features at the two water treatment plants was approved for 100% loan forgiveness. Features include cameras tied to the SCADA system, solid steel doors, controlled access system, and alarms. Once I complete the loan application, the State will issue a loan agreement.

State Revolving Loan Questionnaire – City Sub. Lift Station Panels

The city's loan request for \$3,300,000 to replace approximately 145 lift station panels in City Subdivision was awarded at the level of \$2,000,000 in forgiveness. The panels are 25 years old and failing on a regular basis. The City is having extreme difficulty finding parts to repair the obsolete panels currently in place. Once I complete the loan application, the State will issue a loan agreement to the city. The city has the option to pursue a reduced scope project for the \$2,000,000, so that 100% of its project loan would be forgiven.

State Revolving Loan Questionnaire – Water Distribution Center Design

The State Revolving Loan Fund review committee evaluated this previously submitted project requesting \$1,904,574 and decided to assign 100% forgiveness funding to it. Once design is completed, the project will be shovel-ready for construction funding and represents the next logical step to piping Bethel. Construction will include a 500,000-gallon water storage tank, a 24-foot-wide driveway, and a 2,000 square foot pumphouse building that is to be located on Chief Eddie Hoffman Highway near the Post Office.

State Revolving Loan Questionnaire – Backwash Tank Replacement

The State Revolving Loan Fund review committee evaluated this previously submitted project requesting \$1,000,000 and decided to assign 100% forgiveness funding to it. The city must decide if it wants to pursue the backwash tank replacement and storage shed that housed it or pursue a piped solution in which backwash wastewater is flushed direction to the lagoon.

State Revolving Loan Questionnaire – Water Haul Truck

The State Revolving Loan Fund review committee evaluated this previously submitted project requesting \$361,957 and decided to assign 100% forgiveness funding to it. A previous review gave no forgiveness funding to this project.

Community Service Officer Program Grant

The Alaska Department of Health funded the city's CSP program at a reduced amount of \$242,310.78, which will cover the cost for two CSPs. The city was fortunate to receive this funding in light of the State of Alaska's financial woes.

Recreational Trails Grant Program

The City of Bethel was awarded \$200,000 in funding to construct the City Sub-YK Trail, a new 2,800-foot (1/2-mile) gravel and boardwalk trail connecting Akiak Street in City Subdivision to the Yukon-Kuskokwim Health Corporation (YKHC) Primary Care Center parking lot. The grant application provided a total trail cost estimate of \$674,958 with a proposed cash match of \$110,992. The city may have to provide \$474,958 to complete the project as proposed herein. The proposed trail will be 8 feet wide, built primarily on City-owned land, with short segments on YKHC property. It will provide a safe, all-season, non-motorized route for pedestrians, bicyclists, and families with strollers.

Grant Applications Submitted

Rural Health Transformation Grant

I prepared and submitted the Rural Health Transformation Grant application to request \$209,237.62 to purchase three cardiac monitor/defibrillators for the Fire Department. Each of the city's three ambulances would carry one of the monitor/defibrillators. This equipment replaces ten-year old equipment that is past their useful life and showing signs of deterioration.

Assistance for Firefighters Grant - Ambulance

I prepared and submitted an Assistance for Firefighters grant application to the Federal Emergency Management Agency to request \$391,047.62 in federal funds with a local match requirement of \$19,552.38 to purchase one new ambulance. The grant is nationally competitive, and vehicles are in high demand.

Assistance for Firefighters Grant – Equipment

I prepared and submitted an Assistance for Firefighters grant application to the Federal Emergency Management Agency to request \$33,900.81 in federal funds with a local

match requirement of \$1,695.04 to purchase wildland and structure firefighting equipment. The grant is nationally competitive.

Grant Applications in Preparation

State Homeland Security Program Grant

I am working with the Police and Fire Department Directors to prepare and submit three equipment applications for funding by the July 13, 2026 deadline. Police and Fire Departments need the following items grant funded:

1. Mobile and portable radios
2. Rescue Boat Motor (225 hp)
3. Cold Water Rescue Gear

Public Assistance

FEMA requested more documentation for the OT hours for two city employees who worked additional hours than those scheduled to help Typhoon Halong evacuees in Bethel. The city must provide all timesheets, pay stubs, and duty descriptions for each hour claimed.

EPA Grant for Removal of Derelict Vessels

The City has been meeting with the Alaska Department of Natural Resources (DNR), Derelict Vessel Division, to work out a game plan to remove one or more vessels from Steamboat Slough. The city's grant of \$5,000,000 will go further with the help of DNR. EPA and DNR officials will visit Bethel to see the derelict barges in Steamboat Slough on or about June 22-25, 2026.

State Revolving Fund Loan Applications

I have four State Revolving Fund Loan applications to complete by July 31, 2026. These four applications are for the latest 100% forgiven projects: 1) Water Distribution Center Design (\$1,904,574), 2) Bethel Water Treatment Plant Security Improvements (\$112,902), 3) Bethel Backwash Tank Replacement (\$1,000,000), and 4) New Water Haul Truck (361,957).

Current Grants

See list on the following pages.

City of Bethel Current Grants - June 2026

#	Grant	Amount	Expiration
1	Coronavirus Capital Project (CCP) Fund	\$ 9,000,000	12/31/2026
	UIC is engaged in full-time construction of new gymnasium.		
2	Denali Commission Grant	\$ 500,000	9/30/2026
	Design and construction of Bethel Multiuse Community Center (gym, computer facilities). City charged \$500,000 to the grant and acted to close it.		
3	CSP - DHSS FY 2025	\$ 242,311	6/30/2026
	The FY 27 CSP grant application was approved by the State Department of Alaska Department of Health in the amount of \$242,311.		
4	Designated Legislative Grant > Dust Control	\$ 1,200,000	6/30/2029
	City will make more purchases with funding from this grant during summer 2026.		
5	VSW Capital Improvement Project Grant	\$ 23,860,000	6/30/2027
	DOWL has nearly all the easements needed for Phase 2 of the project. A few easements are in negotiation right now. City to find out if grant will cover the cost of construction of Oscar Way, a road that must be moved to the west 30 ft.		
6	Last Frontier Housing Initiative	\$ 5,000,000	12/31/2026
	Kuqo Construction finished construction of the professional housing units in City Center. City Manager is working with AHFC on tenant residency.		
7	State Homeland Security Program Grant - SFY 25	\$ 9,000	9/30/2026
	This grant will cover the cost of paying a trainer to come to Bethel to teach ICS-300, an Incident Command System course for first responders and municipal administrators who may play a role in a major emergency situation.		
8	Safe Streets 4 All Grant	\$ 52,800	11/8/2026
	DOWL Planning Team came to Bethel to see first-hand the road conditions in Bethel. Shane Iverson drove the team around town. They were able to see an early morning school arrival and all the pedestrians and vehicles in one area.		
9	Justice Assistance Grant (JAG)	\$ 11,116	3/31/2026
	The City spent the grant funds on video cameras to be installed at Police Station.		
10	Energy Efficiency and Conservation Block Grant (EEBG)	\$ 75,220	9/30/2026
	UIC is responsible purchasing and installing solar panels on roof of fitness center.		
11	Rasmuson Foundation Grant	\$ 250,000	1/31/2026
	This grant will cover part of the cost of constructing a new animal shelter in Bethel, once construction initiated. City received a grant extension to December 31, 2026.		

12	Community Transit Operating Grant	\$ 184,131	6/30/2025
Transit Manager Evon Fox manages the daily operation of the transit system, handles all purchases, and completes monthly billing summaries and quarterly reports. FY 27 grant began July 1, 2026 and will run until June 30, 2027.			
13	QFC#2 Lift Station Improvements - SRF Loan /100% forgiven	\$ 1,072,500	TBD
City hired Alaska Diversified Contractors to complete the project.			
14	Bethel Heights Water Treatment Plant Automation - SRF Loan	\$ 1,418,000	TBD
100% forgiven. DOWL prepared and issued Request for Qualifications in an effort to hire a contractor.			
15	City Subdivision Water Treatment Plant Automation - SRF Loan	\$ 1,369,000	TBD
100% forgiven. DOWL prepared and issued Request for Qualifications in an effort to hire a contractor.			
16	Purchase of One Sewer Haul Truck - SRF loan /100% forgiven	\$ 315,009	TBD
Truck ordered from Sourcwell contract for less money than loan amount. Order delays put 2026 shipping plan in jeopardy.			
17	Storm Disaster Relief - Alaska Community Foundation	\$ 400,000	NA
The foundation gave the City a check for \$400,000 to be used for general response and recovery from storm, including the lost revenue from allowing households with evacuees to not pay for water and sewer services.			
18	Safety Grant	\$ 3,000	6/30/2027
Purchase life rings for pool and anti-slip mats for fitness center and treatment plant.			

Total \$ 44,962,087



CITY OF BETHEL

Post Office Box 1388

Bethel, Alaska 99559

Phone: 907- 543- 2047

TO: City Manager

FROM: Human Resources

SUBJECT: Monthly Manager Report

DATE: July 1, 2026

The following identifies significant projects that were in addition to general personnel action-based activities during the month (hiring, terminations, benefits review, employee support, etc):

Collective Bargaining and End of Fiscal Year

HR continues to support the City Manager in ongoing negotiations with the City of Bethel Employee Association (COBEA). The current contract expires June 30, 2026, and new terms have not yet been agreed to by the parties.

Fiscal Year End

HR is reviewing end of year practices for compliance. These include: Health Insurance Enrollments and cost changes, Evaluation Completions, Mandatory Leave Requirements, COLA adjustments for non-represented personnel, and Temporary Driver status.

HR Information Sessions

HR offered in-person benefit information sessions at City Hall to assist employees in preparing for the change from Premier Blue Cross to MODA as the City's health insurance provider.

Classification and Compensation

Review of draft job descriptions and compression among employees continues as the City finalizes this project.

Workplace Safety, Injuries and OSHA Notifications

No new workplace injuries were reported during the month. One employee remains on extended work injury leave and one employee will be able to return to a temporary position following completion of pre-employment clearance requirements.

Recruitment and Hiring

The City has over ten (10) hauled services drivers that should reduce the impact on service delivery. Of note, however, there has been no increase in permanent hires for this division, which increases the logistics associated with rotating temporary employees to fill operational needs.

HR has implemented several changes in the recruiting and hiring process to reduce the workload associated with processing applications and onboarding returning employees to their same positions.

Seasonal Employees: Seasonals are being hired on a “permanent” basis – their employment period is from May through October of each calendar year, and they hold the position until they either voluntarily resign (don’t intend to return) or are involuntarily terminated.

Temporary Drivers: Temporary drivers are not required to resign/reapply to meet their required service break. The Hauled Services Division will track their work periods to ensure that they are not exceeding 6 months (13 pay periods) without taking a mandatory break.

Average retention at the City is 4.95 years. The longest tenure is 52.14 years and four (4) employees have been with the City for 20 or more years. Six (6) employees have been with the City between 10 and 20 years.

FY 26 Position Update * Indicates temp hire ** indicates app shared between multiple departments

Department	Budgeted FTEs FY26	Apps Received		Change		Vacancies	Average/ Median Retention (Years)
		New	Additional Still in Review (from prev month)	Hired (Pending)	Separated (Pending)		
Administration	4.25					0	5.48/2.28
Attorney	1					0	6.29
City Clerk	2					0	4.78
Finance	9	4	2			1	1.10/0.93
Parks and Rec	4 FT, 2 PT					1 FT, 2 PT	1.07/0.91
Planning	2					0	6.77
Port and Harbor	3	1		1		0	6.15/9.16
Public Safety							
<i>Admin</i>	5	1				1	.97/1.11
<i>Dispatch</i>	6	5	4			1	5.32/1.77
<i>Fire</i>	10	1	4			3	3.88/2.71
<i>Non-Sworn Patrol</i>	4		1			1	2.48/1.79
<i>Police Officers</i>	18	5	2	3 (2)		3	2.38/1.29
Public Works							
<i>Admin</i>	2					0	9.27
<i>Hauled Services</i>	19			2* (2*)	1	14	10.66/9.57
<i>Shared Driver</i>	1					1	
<i>Refuse/Landfill</i>	3					0	11.31/5.39
<i>Prop Maintenance</i>	5	2		1	1	1	5.51/3.05
<i>Streets/Roads</i>	5	1	1			1	6.33/6.4
<i>Transit</i>	2.5					0	4.02/5.12
<i>Vehicles & Equip</i>	7				1	4	7.13/9.3
<i>Util Maint/Water</i>	9	2		1	1	1	9.29/0.89
Total FTE	122.25	22				39	4.95/2.26
Non-Permanent Hourly		12		2	4		
Unknown Job/Disqualified		3					



City of Bethel

July 1, 2026

FROM: Planning Director

TO: Lori Strickler, City Manager

SUBJ: Planning Director's June 2026 Report

June 2026 Events

- **Planning Commission:** The Chair was traveling out of state and was excused. The Vice Chair and the Mayor were the only two commissioners present. No commissioners called in. There was no quorum and the meeting was adjourned.

• Database Tracking Table: 2026

2025		Received this Month	Total Received for Year	Total Approved for Year
41	Residential Site Plan Permits	7	11	11
12	Commercial Site Plan Permits	4	11	11
2	Conditional Use Permits	0	0	0
0	Variances	0	0	0
1	Zoning Amendments	0	0	0
4	Plats	1	1 1 Replat	1 Pending* 1 Replat Recorded
N/A	Encroachment Permits	0		

Summary Statement: *Mylar for the DOT Right-Of-Way Map for Tundra Ridge Road had errors needing correction. Issue discussed with DOT and new mylar being prepared for resubmission to Planning for signing and forwarding to the Recorder's Office. The summer surge for site permits is in full swing.

- **Abandoned and/or Junk Vehicles:** The abandoned vehicle in Kasayuli that was tagged was claimed by the owner. **The tagged junk vehicle off Ptarmigan at the entrance to Winterset Drive remains.** Six (6) junk vehicles on Sixth Avenue were tagged by Landfill for towing.
- **Staff Vacancies:** None

Other Events:

1. Requested DOWL assistance to initiate title searches **to identify property owners for 9316 Nengqurralia Drive, 800 Tundra Ridge Road, 1530 Chief Eddie Hoffman Highway, and 1651 Chief Eddie Hoffman Highway.** Planning requires owner information for notices and enforcement action.
2. Public Nuisance Notices for the properties at **121 Chief Eddie Hoffman Highway, 244 Akiak Drive and 248 Akiak Drive** were given to Public Safety/BPD to be hand-delivered on Friday, May 29, 2026, to the occupants since the actual owners are unknown. The recipients were given fourteen (14) calendar days to correct the issues addressed in the notices.
 - **Update:** The occupant at 121 Chief Eddie Hoffman Highway has been actively working to clean up the property. The notices posted at 244 Akiak Drive and 248 Akiak Drive were not acknowledged within the fourteen (14) day window or to date.
3. GIS training to be conducted by DOWL will take place after the Fourth of July Holiday.
4. Planning requested and participated in a Team Meeting presentation by COMCATE, a company specializing in improving efficiency in code enforcement with user-friendly software.
5. Took photos of nuisance property at 529 Kusko Court and added them to the spreadsheet. Planning has received numerous complaints about vehicles mostly, making it difficult for neighbors to enter and leave the cul de sac. The offending vehicles are not really junk nor abandoned so normal towing tags don't apply. A citation issued by BPD would probably elicit positive action by the occupant(s).
6. Planning was notified that a building was being constructed at 240 East Avenue without an approved site plan permit application. This address has been the subject of drug complaints.
 - **Update:** No new construction. Scaffolding in place to replace existing siding.

PORT OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-2310
Fax: 907-543-2311



To: Lori Strickler, City Manager
From: Edward Flores, Port Director
Subject: June 2026 Managers Report

- **Small Boat Harbor**

We are in full swing in the Small Boat Harbor. The new floats are installed and look great! We did go through some struggles with this being the first time that they are in water. But now that we have worked out the best way for our crew to install & remove the new floats I think this next time will be significantly shorter. The biggest challenge was the numbering of the float spaces. With the new floats we didn't want to put holes or use spray adhesive or spray paint, which is our traditional way of numbering the floats. The new floats are numbered on the sides of the floats so that way they are better identifiable when approaching from the water. We have sold a handful of LTP permits. We believe the videos posted on Facebook did well. In appreciation for the 250th Birthday of America, we have installed American flags at the end of each approach and plan to leave them up throughout the season. We have not had to water the parking lot down for dust yet this season but we are ready in an attempt to minimize our footprint in the parking lot we have moved some of our old floats around.

- **City Dock/Beach 1/Petro Port**

The City Dock and Beach 1 are going full force now. We have had multiple barges from all of our companies and a couple that don't usually make port in Bethel. We are working with Building Maintenance to brace the inside of the warehouse. I Believe this should be complete sometime before the end of July or August. Well before the fall storms. The Petro Port and Beach 2 have been just as busy as the City Dock. We have had roughly 6 loads of petro delivered between the three petroleum providers in bethel. As well as a number of loads going out to the nearby villages. We have Brice Marine utilizing Beach 2 for their project upriver again this year. It has gone smoothly much like last year.

- **Port Office**

The port office is running well. We have no issues with building. Building Maintenance continues to do daily checks on the building, with no problems. The Port Commission did not meet last month due to a lack of a quorum. Our next meeting is scheduled for July 20, 2026, at 7 p.m. It has been a while since we have had quorum, so this months agenda looks heavy but we just need to clear up the agenda at this next meeting. I do expect us to have a quorum this month.

- **Admin / misc.**

We are just shy of fully staffed; we expect to pull on 1 or more, with the possibility of 2. We have Port Attendants on from 0800 hours to midnight, 6 days a week. Every one of them has the ability to sell SBH permits on the spot. We were able to take the EPA, State of Alaska DNR, and State of Alaska Fisheries representatives up to Steamboat Slough to see in person what is actually there and not just an overhead view. We at the Port are excited about the 4th of July. We urge everyone to have fun, but more importantly, to stay safe on and off the river.

Description	Issued Prior Month	Total this Calendar Year
Number of Small Boat Harbor Permits Issued	203	222
Number of vehicle long-term parking permits issued.	4	6
Number of mainline vessels arriving/departing	9	9
Number of river vessels arriving/departing	40	40
Total cargo tonnage received	2,537.326 T	2,537.326 T
Total petro gallons received	3,377,228 gal.	3,377,228 gal.



CITY OF BETHEL
POLICE/FIRE
DEPARTMENT OF PUBLIC SAFETY

MONTHLY REPORT

POLICE

June 2026

Personnel:

Current Staffing			
Position	Allocated	Staffed	Vacant
Community Safety Patrol	2	2	0
Community Service Officer	3	1	2
Administrative Assistant/Taxi Inspector	1	0	1
Dispatcher	6	3	3
Command Personnel	2	2	0
School Resource Officer	1	0	1
Peace Officers	17	13	4
Support Services Manager	1	1	0

Seven (4) Police Officer vacant positions, one (1) school resource officer, two (2) Community Service officers, and one (3) Dispatcher. There are three officers (4) in the background process for hiring.

Operations:

	May 2026	April 2026	Difference	Year to Date
Calls	1298	1155	-143	6496
Assault	34	37	+3	186
Intoxicated Pedestrian Calls	272	196	-76	1127
Driving Under Influence Calls	18	25	+7	116
Domestic Violence Calls	21	17	-4	112
Animal Calls	35	31	-4	218
Animal Bite Reports	1	0	-1	2
Sexual Crime Reports	6	10	+4	40
Death Investigation Reports	1	1	0	4
Traffic Accidents	8	9	+1	73
Alcohol Related Calls	447	358	-89	1931

Assignments:

Bethel Police Department | P.O. Box 809 | 157 Salmonberry Rd. | Bethel, Alaska 99559
 Telephone 907-543-3781 | Fax 907-543-5086 | www.cityofbethel.org

Officer John Ashton Swope, Officer Shawn Scarborough and Officer Ted Bell began working for the Bethel Police Department in June.

Community Outreach:



VFW Flag Retirement

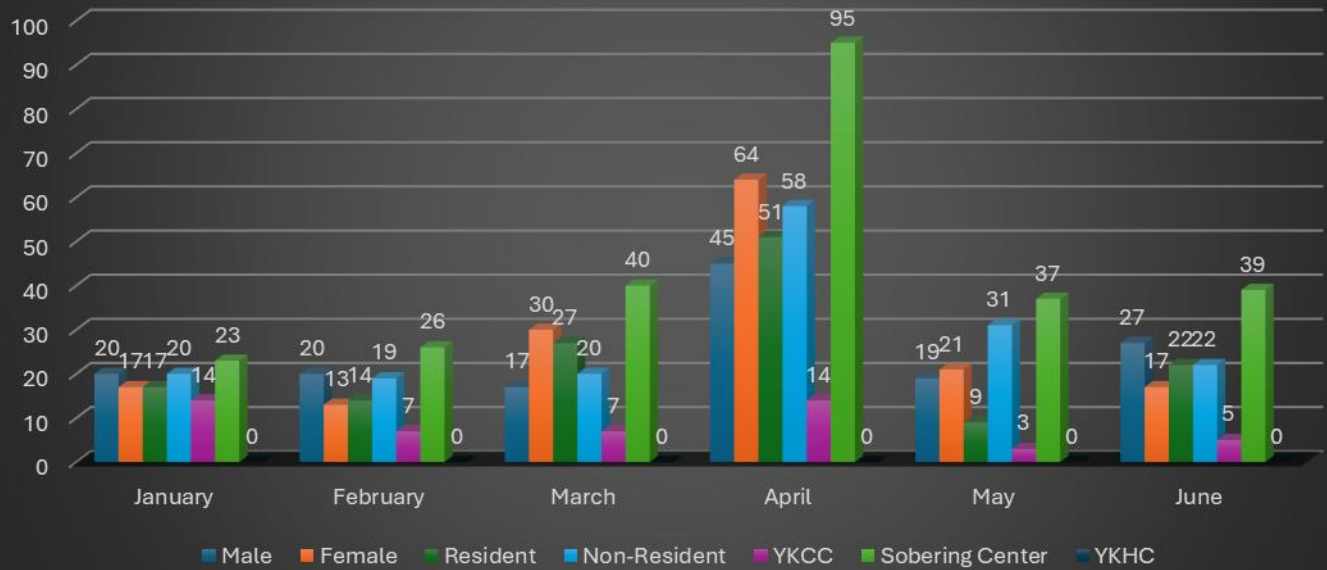


Law Enforcement Conference



Cultural Training as part of Law Enforcement Conference

ALCOHOL TRANSPORTS January 2026 - June 2026



Transport by PD Personnel

MONTH	CSO/CSP	OFFICER
January	34	3
February	33	0
March	45	2
April	105	4
May	30	10
June	40	4

FIRE

April 2026

Personnel:

Current Staffing			
Position	Allocated	Staffed	Vacant
Career Staffing	6	4	2
Deputy Chief	1	1	0
Lieutenant	3	3	0
TOTAL	11	8	
Volunteers	38	38	

Operations:

	April 2026	May 2026	June 2026	Difference	Year to Date
Calls	167	97	164	+67	807
Fire Calls	14	11	19	+8	73
EMS Calls	153	86	145	+59	645
Actual Fires	3	1	3	+2	13
Sobering Center Calls	6	*	4	+4	30
Winter House Calls	6	*		0	53

Most fire calls were lockouts both car and house and false alarms made up most fire calls. And lots of frozen pip bursts that the dept helped with

Notable Fire Calls

On 6/6/2026 at 12:07PM crews responded to a small exterior structure fire. On arrival a small outbuilding was found to be on fire. Fire was extinguished and small structure was a total loss. E-5 returned to service.

On 6/12/2026 at 10:08PM Firefighters responded to a vehicle fire. The vehicle was found to be fully involved. The fire was extinguished and E-5 and Command 2 returned to service.

On 6/22/2026 a tundra fire was observed several miles outside of town. The fire did not pose an immediate threat to town. It was monitored by Bethel Fire Department and reported to the State.

On 6/22/2026 at 11:18PM Firefighters responded to reports of a structure fire. Arrive on scene to find a smokehouse fully involved. Fire was extinguished. The structure was a total loss. E-5 returned to service.

On 6/25/2026 at 12:46PM Firefighters responded to the report of a residential structure fire. Fire was contained to the exterior porch of the structure. Fire was extinguished. No damage to the inside of the structure. Engine 5 returned to service.

Notable EMS Calls

On 06/06/2026 at 7:26 PM, Medics responded to the report of an Assault. The patient was assessed and transported to the hospital.

On 06/07/2026 at 1:22 AM, Medics responded to a report of a patient with multiple gunshot wounds. Patient was found to be in cardiac arrest and was immediately transported to the hospital.

On 06/10/2026 at 7:30 PM, Medics responded to the report of a patient with traumatic injuries. The patients were assessed and found to have multiple traumatic injuries, and the patient did not know how the injuries happened. Patient was transported to the hospital.

On 06/19/2026 at 03:42AM, Medics responded to the report of a possible overdose. The patient reported taking mushrooms and alcohol. Patient assessed and transported to the hospital.

On 06/19/2026 at 5:40 AM, Medics responded to the report of a motor vehicle accident with minor injuries. The patient was assessed, treated, and transported to the hospital.

COB Animal Shelter

June 2026

Animal Calls Type	April	May	June	YTD TOTAL
Stray Animals				47
Aggressive Animals	1		1	9
Dog Bites	1	1	1	6
Animal Cruelty/Neglect	0			1
Nuisance Complaints	0			4

Animal Intakes & Outcomes	April	May	June	TOTAL
Intake Dogs	21	10	11	97
Intake Cats	0	0	0	1
Returned to Owner	14	6	6	45
Adopted	0	0	0	1
Transferred to Rescue	7	4	5	53

Enforcement Compliance	April	May	June	TOTAL
Warnings	0	0	0	5
Citations	0	0	0	4



William Arnold, Public Works Director
1155 Ridgecrest Drive
PO Box 649 Bethel, AK 99559
P: (907) 543-3110
F: (907) 543-2046
warnold@cityofbethel.net

MEMORANDUM

DATE: 06.30.2026

TO: City Manager

FROM: Bill Arnold, Public Works Director

SUBJECT: Manager's Report – Public Works Department

Programs/Divisions

Hauled Utilities:

This month all services routes will be completed. We have experienced some delays due to personnel issues. With our recent hires most of these issues should disappear. Issues will always arise with flexible schedules and temps having to separate from city employment. Staff will always be impacted by time off and unforeseen circumstances. I would like to thank the departments that have helped us this month.

Utilities Maintenance:

0 of 2 Temporary positions filled

4 of 4 FTE positions filled

As of the 29th UT has replaced 1 Razor pump, answered 3 callouts for residents, assembled and laid approximately 500' of Arctic Pipe, evacuated Bethel Police department daily, fueled the lagoon generator daily, processed and shipped lagoon discharge wastewater for testing to 4 days a week. Our office building has been leveled, and we are in the process of hanging new gutters to reduce water pooling under office building. The ASHA lift station has had the pumps clogged with material that is not compatible with our wastewater system which has led to over 15 times the pumps have been pulled and unclogged/serviced. Repaired Bethel's PD wet well leak. Supported abatement of Tipppo property with several Tundra Center helpers.

Property Maintenance:

1 of 2 Temporary positions filled

3 of 4 FTE positions filled

Broke down kennels at dog pound, removed the sink and water pump. Built kennels in the recycle building and replaced water pump. At courthouse adjusted exterior doors to close properly and adjusted doors in the DA's office, replaced flappers in toilet, and closed horn strobes for emergency door courtroom 5.

At the pool added glycol, reset pump 13, reset exhaust fan, and cleaned eye on boiler b. At city hall repaired sewer line, repaired lock on bathroom door, and repaired payrolls desk. Fire department we turn off glycol pumps for heat, repair toilets in women's bathroom, repaired bay 1 door. Publics building repair urinal men's bathroom. Bethel heights added glycol and swapped boilers for summer use and valve off heat to bunk room. At utilities maintenance help measure for gutters and helped with the support for the rentals. At highway lift station, boiler b. At teen center removed water meter and piped through because of leak. At the board walk repaired replaced planks.

Road Maintenance:

Abated Typo property, replaced 36" culvert on 6th Ave, tore down the old dog pound, Finished H marker road, Applied EK35 to Standard oil, 1st, Ptarmigan, 7th and main, Tundra ridge and BIA roads with little to no dust control results, and maintained numerous other roads.

Transit System:

Busy month again with ridership. The following are as follows 1,209 Elders, 4 Y, 103 Adults, 91 Disabled, and 1,503 Pass riders. 98 Day and 4 Month passes were purchased and the fares totaled \$1,047.00.

TS 1 logged 1,521 miles and used 239.798 gallons of fuel and TS 2 571 miles and 35.033 gallons of fuel.

Vehicles and Equipment:

7 positions total only 4 filled. Parts Manager is resigning so that leaves us 3 positions filled. This month we worked on 3 water trucks; cost of parts and labor is \$1513.46 hauled utilities pickup truck parts and labor \$276.65 And a transit bus for \$300 parts and labor

We also changed over from studded tires on the police vehicles to no-studded tires. At the beginning of the month a generator mechanic was here servicing and load testing all 9 back up generators for the city's emergency backup power. Everything was good on the generators. The guy was here for a week.

Landfill & Hauled Refuse:

As of the 29th the landfill received 72 loads of trash from the dumpsters, 100 loads of trash from misc. city trucks, 482 loads of trash from private citizens, and 1931 cubic yards of trash from commercial accounts. The landfill has received 27 refrigerators for us to remove the freon from and dispose of. The landfill received 10 cars to drain the fluid from and remove the batteries, then dispose of them.

The summer temporaries have been busy cleaning up around the dumpsters in town and have started draining vehicles to prepare them for disposal. We have also had some workers from the Tundra Center help clean up around the landfill and draining cars.

City of Bethel, Alaska

City Clerk's Office

Upcoming Meetings

July 14, 2026 Regular City Council Meeting 6:30 pm

July 28 2026 Regular City Council Meeting 6:30 pm

City Clerk's Office

-- On June 9, 2026, the Clerk's Office received notice of a retail marijuana store license renewal application for Good Vibes LLC, located at 323 Chief Eddie Hoffman Highway, Bethel, AK 99559. In accordance with BMC 5.10, the application documents along with the City Manager's review statement will be provided to the City Council at the July 14, 2026 Regular City Council Meeting. If a council member wishes to protest the renewal, my office must provide the applicant with notice of opportunity to defend, at least seven days before the council's consideration of the protest. The City Council will have until August 7, 2026 to submit a protest of the license.

-Attended Elections training online hosted by Division of Community and Regional Affairs.

- Prepared and submitted Travel Authorization paperwork for Mayor Henderson and Council Member Springer to attend the Defense Forum and AML Summer Conference in August.

-Sent payment reminder letters to people who an outstanding balance on cemetery burial permits and reservations.

- Election tasks such as Prepared Notice of Vacancy notice to appear on the radio and the local paper for later this month, spent time researching/reviewing Election Code, Election Statutes, residency requirements, and updating Election paperwork and forms for the upcoming Municipal Election.

- A hearing was called for by Chief Kirkham regarding a Chauffer's License, to be heard by the Public Safety and Transportation Commission. I provided Ex-Officio support for the Commission: I researched the Alaska Administrative Hearing Procedure and developed a script for the hearing, attended the hearing to provide the commission with procedural support, and drafted the final written decision of the body to be served to the License Holder.

Important Upcoming Municipal Election Dates:

July 29, 2026 Declaration of Candidacy packets become available to the public and provided on the website. (BMC 7.30.020)

August 5, 2026 8:00 a.m. Opening for the Candidate Declaration of Candidacy filing. (BMC 7.30.020)

August 20, 2026 4:00 p.m. Deadline for Candidate Declaration of Candidacy filing. (BMC 7.30.020)

Task	Period Total	YTD Total
Passport Appointments	3	41
Burial Permits/Reservations	1	33
Notary Services	-	21
Meeting Minutes Drafted	1	17
Resolutions Drafted	-	-
Ordinances Drafted	-	-
AM/IM/Proclamation Drafted	1	9

Committee/Commission Vacancies	Regular	Alternate
Community Parks and Recreation Committee	full	2
Planning Commission	full	1
Port Commission	1	2
Public Safety and Transportation Commission	1	2
Community Action Grant Technical Review Board	2	2
Public Works Committee	3	2
Finance Committee	Full	1
Ethics Board	3	1