Mayor John K. Handeland

City Clerk/Treasurer
Dan Grimmer



Nome Common Council

Kohren Green Scot Henderson Mark Johnson Maggie Miller Adam Martinson Cameron Piscoya

NOME COMMON COUNCIL REGULAR MEETING AGENDA

MONDAY, DECEMBER 09, 2024 at 7:00 PM COUNCIL CHAMBERS IN CITY HALL

102 Division St. P.O. Box 281 Nome, Alaska 99762 Phone (907) 443-6663 Fax (907) 443-5345

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

A. 24-11-25 Nome Common Council Meeting Minutes,

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COMMUNICATIONS

A. 24-06-03 Public Safety Advisory Committee Meeting Minutes,

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B. 24-11-12 Nome Planning Commission Meeting Minutes,

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C. An Email from Courtney Guinan an Event Coordinator from The Ted Stevens Center in Anchorage re: A Field Seminar,

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D. 2025 Funding Request from Alaska Business Development Center (ABDC),

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E. 24-11-15 Letter to the Mayor re: 2024 NSEDC Community Benefits Share Distribution Funds,

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F. 24-11-18 Letter to the Mayor re: 2024 Additional NSEDC Community Benefits Share Distribution Funds,

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G. 24-11-25 Recorded Nome 2024 Foreclosure Judgement,

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H. 24-11-27 AMCO Regulations re: Business License Requirements for Applicants,

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<u>I.</u> 24-12-03 Letter from PAWS of Nome re: Funding Request for Outpost Clinic,

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J. 24-12-04 Letter from the Nome Beltz High School Basketball and Cheer Teams Requesting a Donation, Nome Common Council Regular Meeting December 09, 2024

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<u>K.</u> 24-12-03 A Letter to the City of Nome in Recognition by the Ahnangnatoguk Family of Services Provided by the City of Nome Staff,

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CITIZEN'S COMMENTS

UNFINISHED BUSINESS

A. O-24-12-01 An Ordinance Authorizing the Disposal of Municipal Property by Lease to Kawerak, Inc. for Use as a Recycling Facility (SECOND READING/PUBLIC HEARING/FINAL DISCUSSION)

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B. O-24-12-02 An Ordinance Authorizing Terminating a 55 Year Lease to the Alaska Army National Guard of the Property Identified as The West 10 Acres, More of Less, Within the Municipal Expansion Lands (SECOND READING/PUBLIC HEARING/FINAL DISCUSSION)

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NEW BUSINESS

A. 24-12-02 Memo to the Nome Common Council From the City Clerk re: A Determination of the Write Off of Taxes for Personal Property Account 50480,

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B. 24-12-09 Memo to the Common Council from the City Clerk re: A Determination to Approve the 2024 Abatement List,

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C. Memo to the Nome Common Council from the Interim City Manager re: Quarterly Budgets,

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D. R-24-12-01 A Resolution of the Nome Common Council Determining Whether the Number of Authorized Taxi Cab Licenses shall be reduced and Authorizing the City Clerk to Determine Eligibility to Apply for a License by Lot,

PAGE 116

E. R-24-12-02 A Resolution Approving the 2025-2027 Collective Bargaining Agreement between the City of Nome and the City of Nome Employees Association Local #6141,

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UTILITY MANAGER'S REPORT

CITY MANAGER'S REPORT

A. 24-12-05 City Manager's Report,

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CITIZEN'S COMMENTS

COUNCIL MEMBER'S COMMENTS

MAYOR'S COMMENTS AND REPORT

A. Reappointment of Shane Smithhisler to Seat "A" of the Nome Port Commission for a 2 Year Term

B. Reappointment of Derek McLarty to Seat "G" of the Nome Port Commission for a 3 Year Term <u>ADJOURNMENT</u>

John K. Handeland

City Clerk/Treasurer
Dan Grimmer



Nome Common Cound

Item A.

Kohren Gred-Scot Henderson Mark Johnson Maggie Miller Adam Martinson Cameron Piscoya

NOME COMMON COUNCIL WORK & REGULAR MEETING AGENDA

MONDAY, NOVEMBER 25, 2024 at 5:30/07:00 PM COUNCIL CHAMBERS IN CITY HALL

102 Division St. P.O. Box 281 · Nome, Alaska 99762 · Phone (907) 443-6663 · Fax (907) 443-5345

WORK SESSION At 05:32PM

A. Budget Discussion Presentation by Superintendent Burgess,

ROLL CALL At 07:04PM

Members Present: C. Johnson, C. Martinson, C. Piscoya, C. Henderson, C. Green;

Also Present: John K. Handeland, Mayor; Dan Grimmer, City Clerk; Brooks Chandler,

Interim City Manager; Nickie Crowe, Finance Director

In the Audience: Diana Haecker, Anna Lionas, Brad Soske, Thomas Simonsson, Joy Baker,

Jamie Burgess, Elizabeth Korneke-Johnson, Jon Gregg, Drew McCann,

APPROVAL OF AGENDA

A Motion to approved agenda was made by C. Johnson and seconded by C. Henderson.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C. Piscoya, C. Green,

Nay:

The motion **CARRIED**.

APPROVAL OF MINUTES

A. October 28, 2024 Nome Common Council Meeting Minutes,

A motion to approve the meeting minutes made by C. Henderson and seconded by C. Johnson.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C. Piscoya, C. Green,

Nay:

The motion **CARRIED**.

COMMUNICATIONS

- A. November 8, 2024 Memo from Marijuana Control Board re: Exterior Window Pickups,
- B. November 8, 2024 Memo from Marijuana Control Board re: Edibles-Only onsite consumption,
- C. Letter from Alaska Adult Education Association,

D. December 04, 2024 Christmas Extravaganza Flyer,

CITIZEN'S COMMENTS

There was collaboration with KNOM and XYZ this year to put on the Christmas Extravaganza. There was an invitation to the Council to participate in this years events.

UNFINISHED BUSINESS

A. Construction Estimate for Cover for Nome Ice Rink,

The estimate came in over 1M Dollars. The estimate was prepared as a response to interest from the community. This would be a significant capital project. The Rec Center Director is looking for other options that may be less expensive.

B. 0-24-11-01 An Ordinance Amending Chapter 2.45.050 Relating to Per Diem SECOND READING/PUBLIC HEARING/FINAL DISCUSSION,

The Council went into Public Hearing at 07:18PM

The Public Hearing ended at 07:18PM

A motion to approve this Ordinance was made by C. Henderson and seconded by C. Johnson.

At Discussion it was reviewed what the State and Federal Per Diem currently are in comparison to what the City's current practices. C.Johnson asked about the approval process for evaluating Hotels and costs which are paid in advance and separate from Per Diem.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Piscoya, C.Green,

Nay:

The motion CARRIED.

C. O-24-11-02 An Ordinance Amending Nome Municipal Code Section 18.20.010 By Adding Definition for Crew Camps; Sections 18.40.030, 18.60.030 and 18.70.020 by Adding Zoning Designations and Safeguards for Crew Camps and Updating Section 18.110.010 to Incorporate the New Use into the Use Matrix SECOND READING/PUBLIC HEARING/FINAL DISCUSSION.

The Council went into Public Hearing at 07:22PM

The Public Hearing ended at 07:22PM

A motion to approve this Ordinance was made by C. Martinson and seconded by C. Piscoya.

At Discussion it was reviewed by the City Manager that this Ordinance had already gone by the Planning Commission several times. The current use of Crew Camps is not permitted by current code and so this would establish the definition of Crew Camps and Zones for which they are permitted. There were questions that were brought up by the Council last meeting and the Planner had answered those questions in her Memo attached with the Ordinance within the packet.

Nome Common Council Regular Meeting November 25, 202

C.Henderson asked if it made sense to establish within this ordinance how the Crew Camps could potentially be used for longer term housing after the use of the Crew Camps are complete.

Mayor Handeland responded that C. Henderson's concern is shared. He expressed that it would be nice if these Crew Camps were of a good enough quality to be able to be used after their use for the Crew Camps was complete. He recommended that the Ordinance be passed with commitment to have the City Planner work towards further clarification of future use of the Crew Camps.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C. Piscoya, C. Green,

Nay:

The motion CARRIED.

NEW BUSINESS

A. O-24-12-01 An Ordinance Authorizing the Disposal of Municipal Property by Lease to KAWERAK, Inc. For Use as a Recycling Facility,

A Motion to pass this Ordinance on to Second Reading was made by C.Henderson and Seconded by C. Martinson.

C.Piscoya declared a potential conflict and Mayor Handeland responded that it was okay for C.Piscoya to participate.

At Discussion it was noted that the building for the recycling center has been cleaned and this agreement has been in the works for some time. "More recycled is less in the landfill" (Mayor Handeland).

CM Chandler noted that this is a partnership with Kawerak and that the City would be covering the Utilities at the site which is over at the Monofill.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C. Piscoya, C. Green,

Nav:

The motion **CARRIED**.

B. 0-24-12-02 An Ordinance Terminating A 55 Year Lease to the Alaska Army National Guard of the Property Identified as The West 10 Acres, More or Less, Within the "Municipal Expansion Lands",

A Motion to pass this Ordinance on to Second Reading was made by C.Johnson and Seconded by C. Martinson.

It was noted by CM Chandler that after an offer was made to purchase some land owned by the City of Nome; it was noted that there was an existing lease on one of the Parcels. It was brought up by CM Chandler that the lease requirements had not been meet within the required timeframe outlined in the lease. The 60 days notice was sent out by CM Chandler and he is looking for the Council to make the ultimate decision to terminate the lease.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C. Piscoya, C. Green,

Item A.

Nay:

The motion CARRIED.

C. O-24-12-03 An Ordinance Amending Section 17.10.100 of the Nome Code of Ordinances to Eliminate the Penalty for Late Filing of a Sales Tax Return if No Sales Tax is Due,

A Motion to pass this Ordinance on to Second Reading was made by C.Johnson and Seconded by C. Martinson.

At Discussion it was brought up by C.Johnson that it was brought to him by a community member that they were surprised by the fees associated with not filing a zero return. It was brought up that it is looked at as a nuisance and a penalty. It was noted that there is an option for quarterly return but not for tax payers that haven't been filing on time or that are new users.

It is the Clerk's Office opinion that removing the penalties would cause issues for the clerks office. It was also noted that the Clerk's Office does inform the tax payers that there is a need to file even if no sales are made (zero return).

It was noted by the Mayor that changes to the Code could be made to make provisions or exceptions if it is of interest.

At the roll call:

Aye: C.Green, C.Johnson

Nay: C.Martinson, C.Piscoya, C.Henderson

The motion **FAILED**.

D. R-24-11-01 A Resolution to Open an Account for the Deposit of funds Pending Transfer to The United States Arm Corps of Engineers as Provided by Article IV C (1) of the Project Cooperation Agreement for the Port of Nome Modifications,

A Motion to adopt this Resolution was made by C.Johnson and Seconded by C. Martinson.

It was explained by CM Chandler that having this money in a City account would accrue interest to the benefit of the City. It was also explained that the interest would need to be used for the project that's defined in the grant agreement which is the Port Project.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Piscoya, C.Green,

Nay:

The motion CARRIED.

E. R-24-11-02 A Resolution Allocating the Use of the 2022 and 2023 Community Benefits Share Recovery Funds,

The Council recessed into Public Hearing at 08:10 to see if there was any public comments on the use of these funds.

The Public Hearing ended at 08:10.

A Motion to adopt this Resolution was made by C. Johnson and Seconded by C. Martinson.

The Finance Director noted that the funds would need to be allocated quickly in order to access the next years funds.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C. Piscoya, C. Green,

Nav

The motion **CARRIED**.

F. R-24-11-03 A Resolution Authorizing the City Manager to Execute a Contract with PND Engineers, Inc. to Modify Phase 1 Design to Reflect a Reduced Scope of the Local Service Facilities now identified as Phase 1A Within The Port of Nome Modifications Project and Arctic Port Expansion,

A Motion to adopt this Resolution was made by C.Martinson and Seconded by C. Johnson.

Project Manager Baker explained the changes to the project. It was noted that the money to fund this projects comes from grants.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Piscoya, C.Green,

Nay

The motion **CARRIED**.

G. R-24-11-04 A Resolution Authorizing the City Manager to Execute MOD #003 of Bristol Engineers' Task Order 54 to Engage Subcontractor Services to Provide Bid Support and Construction Administration to the Cape Nome Jetty Damaged by Typhoon Merbok- Disaster DR4672AK

A Motion to adopt this Resolution was made by C.Martinson and Seconded by C. Piscoya.

Project Manager Baker summarized that the Bids were released early November and due January 9th. FEMA is on board and is going to pay for the project. It is expected that the work will be done in 2025.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Piscoya, C.Green,

Nav:

The motion **CARRIED**.

H. Sponsorship Proposal for City of Nome and Iron Dog Race 2025,

Mayor Handeland noted that the proposal is consistent with previous years and the contribution had already been budjeted. CM Chandler did not feel comfortable with the 2 year contract and being obligated for funds beyond the current year. C.Henderson asked if there were ways to show the economic impact of this event. Mayor Handeland noted that this agreement should only be for 1 year.

I. A Memo to the Common Council re: The Determination to Refund Penalties and Interest on Property Taxes Paid by Carol Piscoya,

A Motion to refund the Penalties and Interest was made by C.Henderson and Seconded by C. Martinson.

Nome Common Council Regular Meeting November 25, 202 Item A.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C. Piscoya, C. Green,

Nav:

The motion **CARRIED**.

UTILITY MANAGER'S REPORT

Happy to have a new customer service agent. There are some vacancies that have been filled. Still looking for a line crew apprentice. Looking at the wind turbines. There have been some changes in the maintenance of the turbines. It is expected that one should be back online shortly and the other is being evaluated after being damaged.

C.Johnson asked about the status of the NJUS audits. Director Handeland noted that the 2023 Audits have been closed and the 2024 are being finalized and will be transmitted to the City Auditors.

CITY MANAGER'S REPORT

A. City Manager's Report,

Item 5, CM Chandler asked NSHC if they were interested in leasing the property that they are interested in buying and they said they were not. CM Chandler asked them to clarify the proposed use of that property and is waiting to hear back from them.

CM Chandler reviewed the CM Report with council.

C.Henderson asked about doing quarterly budjeting as we're looking at a City Budget deficiency. It was noted that we do not have sufficient staffing to do quarterly budjeting and we do not have software that can simply create the reports needed to supply this demand. C.Johnson expressed interest and an update on what this would entail and CM Chandler said he would look into it.

C.Piscoya asked about sewing of PD patches being done locally and passing along who could do that.

C.Johnson was informed by a community member about a complaint of noise. It was noted that there is not currently a noise ordinance. CM Chandler stated that this may be something that could be cited by Alaska Statute or we could look at changing the Ordinance to be based upon a decibal measure. Mayor Handeland and C.Johnson discussed that the Council removed the noise ordinance over 10 years ago. The Mayor asked if we could look into if we are covered under State Law which PD could cite.

B. November 21, 2024 Port Projects Status Report,

Snake River moorage grant proposal was not awarded but was considered a project of merit. It is possible that this project could be reconsidered and still awarded. Decisions are made by January 13th, 2025. This would be a separate project from the Port Project with separate funding.

CITIZEN'S COMMENTS

Brad Soske- Thanks to City Clerk for hiring Cyrilene Okitkun as a new Deputy City Clerk. Thanks to the Police Department for hosting the Clerk's Office during the City Hall HV Project.

Ben Townsend- Thanks to the City for allowing them to help with the Christmas Extravaganza. They will be live streaming the event.

Drew McCann- Thanks to the City for the opportunity to build partnerships with Northrim Bank.

Nome Common Council Regular Meeting November 25, 202

COUNCIL MEMBER'S COMMENTS

C.Piscoya- No Comments

C.Martinson- No Comments

C.Green- Thanks to everyone for their comments and the oopportunity to learn more.

C.Henderson- Good to be back in Council Chambers. He appreciated the local financial institution with helping the City. An issue of concern from the Nome Chamber of Commerce is about there being a plan in place for restroom facilities during times where we have high tourist activity.

C.Johnson- Thanks to Northrim Bank manager for sporting the new Bunny Boots designed in Alaska.

MAYOR'S COMMENTS AND REPORT

The Mayor has been looking at the Boards and Commissions to find candidates to fill vacancies. He meet with the City Clerk to provide an appointment schedule that is offset so that all the seats do not become vacant simultaneously.

- A. Reappointment of Gay Sheffield to Seat "F" of the Nome Port Commission for a 3 year term,
- B. Reappointment of Drew McCann to Seat "D" of the Nome Port Commission for a 1 Year Term A Motion was made to reappoint Seats D and F by C.Henderson and Seconded by C.Martinson

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Piscoya, C.Green,

Nav:

The motion **CARRIED**.

EXECUTIVE SESSION Recessed at 09:03PM

- A. Matters for Which Discussion in Public Would Have an Adverse Impact on City Finances or Which Are Required to be Kept Confidential re: Union Negotiations
- B. Matters Which Involve Personal Reputation re: City Manager Recruitment

Came out of Executive session and adjourned at 09:34PM

APPROVED and SIGNED THIS 25th DAY OF NOVEMBER, 2024

	JOHN K. HANDELAND
	MAYOR
DAN GRIMMER	
CITY CLERK	

Item A.

Mayor

John K. Handeland

Manager

Glenn Steckman

Deputy Clerk

Brad Soske

Nome Public Safe Item A.
Advisory Commission

Carol Piscoya, Chair
Justin Noffsker, Vice-Chair
Jana Hoggan
Traci McGarry
Shauntel Bruner-Alvanna
Kirsten Timbers
VACANT

NOME PUBLIC SAFETY ADVISORY COMMISSION REGULAR MEETING MINUTES

MONDAY, JUNE 03, 2024 at 6:00 PM NOME COMMON COUNCIL CHAMBERS

102 Division St. P.O. Box 281 - Nome, Alaska 99762 . Phone (907) 443-6663 . Fax (907) 443-5345

ROLL CALL Meeting started 6:00pm.

Members Present:

In Person: Shauntel Bruner-Alvanna; Carol Piscoya; Justin Noffsker;

Jana Hoggan; Via Phone: Traci McGarry;

Members Absent:

Kirsten Timbers

Also Present:

Brad Soske, Deputy Clerk; Glenn Steckman, City Manager

In the Audience:

Anna Lionas, Nome Nugget; Sam Severin; City Attorney; Chief Crockett

APPROVAL OF AGENDA

A motion was made by C. Hoggan and seconded by C. Bruner-Alvanna to approve the agenda as presented.

At the roll call:

Aye: McGarry; Noffsker; Piscoya; Bruner-Alvanna; Hoggan.

Nay:

The motion **CARRIED**.

APPROVAL OF MINUTES

A. April 01, 2024 Nome Public Safety Advisory Commission Regular Meeting Minutes,

A motion was made by C. Noffsker and seconded by C. Bruner-Alvanna to approve the April 3, 2023 and June 5, 2023 Nome Public Safety Advisory Commission Regular Meeting Minutes.

At the roll call:

Aye: McGarry; Noffsker; Piscoya; Bruner-Alvanna; Hoggan.

Nay:

The motion CARRIED.

CITIZENS' COMMENTS

No comments made.

UNFINISHED BUSINESS

A. Radio System Updates



City Manager Steckman stated Common Council approved Articom to replace radio system. Late June is start date, waiting on parts. Will be upgrading two radio systems.

NEW BUSINESS

A. Commissioner training with Sam Severin of Munson, Cacciola & Severin

Alaska Open Meetings Act, privacy and due process rights of officers and civilians, and victim and defendant rights, per NCO 2.30.040 (j).

VERBAL

Open Meetings in Alaska Presentation. Attorney explain the following:

- City Code NCO 2.30.040 (h)(5), (i)(2), provide an alternative method for accepting citizen concerns relating to officer conduct.
- Confidential means of receiving complaints, then forwarding signed complaint to city manager.
- Philosophy and Policy AS 44.62.312 State Policy Regarding Meetings.
- Went over Executive Session meanings and procedures of proposing an
 executive session. Stating that only subjects leading to executive session can be
 considered. No action can be taken at executive session except to give direction.
- Serial Communications: Do not hit reply all. State this in all communications. No texting during meetings.
- Confidentiality, Privacy and Due Process Rights of Officers and Civilians. Union Contract
- NPD Operating Procedures. City Personnel Rules. General Right to Privacy.
 Confidential Records vs Open Records. HIPAA rules. Rights of victims, criminal defendants and targets of criminal investigations. AS 12.55.185. Speedy Trial.
 Alaska Law Rule 45. Duties of Prosecutor. Section 12.61.015.

B. Accreditation Update

Status Updates on the Accreditation Process

VERBAL

CM Steckman stated Wade Harrison has left position, Austin Martino took over.
 90% completion of accreditation process. Chief Crockett and City Attorney
 Severin are both involved. Still needing to build and maintain a storage yard with getting fencing being a hold up. Chief stated Officer Austin is stepping right in and will be taking charge of this process.

C. Review of Policies

VERBAL

 Accreditation Board will review policies to see where we stand. Needing to create a guardrail across the police dept, finding problems early, quality of police reports. Attorney stated that Soldotna and Juneau are good examples to use for comparisons.

COMMITTEE MEMBER'S COMMENTS

• Vice-chair Noffsker said he appreciated the refresher from city attorney. Happy to hear accreditation is plugging along.



- Commissioner Bruner-Alvanna Thanked city attorney for taking time to do refresher. Excited to hear that Austin Martino is doing well.
- Commissioner Hoggan appreciated refreshers.
- Commissioner McGarry appreciated city attorney taking the time and going over rules and regulations, with having the chance to learn
- Chair Piscoya appreciated reviews, but would rather have the trainings done in a work session rather than during regular meeting. Was good to have someone here to explain about open meetings. Asked city manager about vacant seat on the commission.

EXECUTIVE SESSION

A. Subjects that tend to prejudice the reputation and character of any person, provided person may request a public discussion,

VERBAL

Went to Executive Session at 7:50pm. Motioned by C. Noffsker, seconded by C. McGarry.

Caul Duccon

SCHEDULE OF NEXT MEETING

8/05/2024

ADJOURNMENT

Meeting ended at 8:59pm. Motioned C. Noffsker, seconded by C. McGarry.

Grad Sir

Mayor

John K. Handeland

Interim City Manager Brooks Chandler

Deputy City Clerk Brad Soske



Nome Planning Commissio

Kenneth Hughes III, Cha

John Odden Gregory Smith Carol Piscoya Melissa Ford Adam Lust Rhonda West

NOME PLANNING COMMISSION REGULAR MEETING AGENDA

TUESDAY, NOVEMBER 12, 2024 at 7:00 PM RICHARD FOSTER ROOM IN RICHARD FOSTER BUILDING

P.O. Box 281 • Nome, Alaska 99762 • Phone (907) 443-6663 • Fax (907) 443-5345

ROLL CALL at 7:05PM

Members Present:

C.Hughes; C.Piscoya; C.Smith; C.Lust; C.Ford

Members Absent:

C.West; C.Odden

Also Present:

Brad Soske, Deputy City Clerk; Dan Grimmer, City Clerk; Brooks Chandler, City

Interim Manager; Cliff McHenry, Building Inspector

APPROVAL OF AGENDA

A motion was made by C.Smith and seconded by C.Ford to approve the agenda as presented with the addition of Building Inspector report and City Manager's Status of Hazard Mitigation Plan.

At the Roll Call:

Aye: C.Hughes, C.Piscoya, C.Smith, C.Lust, C.Ford

Nay: Abstain:

The motion CARRIED

APPROVAL OF MINUTES

A. November 12, 2024 Nome Planning Commission Meeting Minutes

A motion was made by C.Smith and seconded by C.Piscoya to approve the agenda as presented.

At the Roll Call:

Aye: C.Hughes, C.Piscoya, C.Smith, C.Lust, C.Ford

Nay: Abstain:

The motion CARRIED

HISTORIC PRESERVATION COMMISSION ACTIVITIES

- A. Grant cycle open apply for another grant to finish what we started.
- B. Signage for the East end. Swanberg dredge is owned by the city. Have Erin get involved.
- C. Arch would not qualify for grant.

COMMUNICATIONS

A. Port of Nome Strategic Development Flyer

Comments and notes are FYI

B. Port Projects Status Report

Brooks talks about Local Emergency Planning Commission(LEPC). 2017 planning commission was updated and would make more sense to have a planning commissioner and should also include someone on the team from LEPC. Maybe someone from the Fire Department, Hospital.

How do we minimize flooding for the buildings? Asking the community to come up with a team.

The key component is in this email - team members should have knowledge of natural hazards that continually cause damage.

C.Piscoya would like to nominate her employee, Kevin, to be on the team.

C. Status of Hazard Mitigation Plan; Re Memo from City Manager

Brooks introduces himself and talks about how involved the planning commission should be and is suggesting to make a team, which would make more sense.

Dan Grimmer mentions that the city has two people who know about flood plain. The City of Nome has a flood plain coordinator, Angie Nguyen. Cliff would like to add that on our website there is a very extensive explanation of flood plain requirements.

CITIZENS' COMMENTS

NEW BUSINESS

A. November 12, 2024 Planning Memo Re; Planning Commission Training,

Dan Grimmer mentions trainings are yearly ongoing and are required of the planning committee team. The CLG should look for an upcoming training for Historical Preservation Commission. Findings of fact, what are they, why are they important. The findings of facts can be made by anyone in the municipality.

B. November, 7 2024 Abatement Report from the Building Inspector,

Cliff McHenry, the building inspector report: Has 508 Steadman been knocked down, the owner is a major violator of building materials being dumped on the property with nails and all. The owner wants to clean it up and sell it on the market. Council looking through photos provided for the properties mentioned in meeting minutes. Mr. Sackett has been very charming but hasn't taken any action. Terry the mother says they're supposed to come to Nome to fix the property up. Nome building code says if building is secure it can sit like that for years. Joe Jones' place is secure but vacant.

Cliff says one of the structures ready to move in someone. He is making progress. Walk through with the city upgrades and they're impressed. Working with Cole and making rounds around town; have been looking for violators and putting a list of people sending a letter the

right of way. In the near future the building inspector will be allowed to give citations to individuals violating the laws. So many of the houses can be renovated to have people living in them. Thanked City Clerk and Deputy City Clerk for picking up the slack while he was out on his recent medical.

A motion was made by C.Piscoya and C.Ford to adopt the abatement list to give to the council to look at.

Discussions about the motion, removing property off the abatement list and keeping others on due to being a nuisance or danger to the community.

The planning commission to remove #1, #3 and #7.

A motion has been made by C.Smith and seconded by C.Piscoya to remove #1, #3 and #7 from the abatement list from the amended list.

At the Roll Call:

Aye: C.Hughes, C.Piscoya, C.Smith, C.Lust, C.Ford

Nay:

Abstain:

The motion CARRIED

A motion to approve the amended abatement list with the removal of the three properties.

At the Roll Call:

Aye: C.Hughes, C.Piscoya, C.Smith, C.Lust, C.Ford

Nay:

Abstain:

The motion CARRIED

UNFINISHED BUSINESS

A. Nome City Planner Update: Planning commission looking over the information provided on page 99. Dan Grimmer mentions the first reading was passed and onto the second reading. Any structure needs a building code.

STAFF REPORTS

COMMISSIONERS' COMMENTS

- A. C.Lust thanks everyone for being here. No other comments to add.
- B. C.Smith says it's good to have Cliff back and to have Brooks here as well. Everyone is doing a great job.
- C. C.Piscoya thank you for working on the mitigation plan and should be renewed when supposed to be. Glad we are doing the abatement list. Hoping no more training.
- D. C.Ford thanks Cliff and welcomes Brooks. We have to respect the process that others have private property.
- E. C.Hughes thanks everyone for coming.

SCHEDULE OF NEXT MEETING

December 3rd, 2024 is the next scheduled meeting. Back at city hall.

ADJOURNMENT

A motion was made by C.Smith and seconded by C.Piscoya to adjourn the meeting at 9:01PM.

At the Roll Call:

Aye: C.Hughes, C.Piscoya, C.Smith, C.Lust, C.Ford

Nay:

Abstain:

The motion CARRIED

APPROVED and SIGNED this 3rd day of December, 2024.

Acting Chairperson

ATTEST:

CYRILENE OKITKUN

Deputy Clerk

From: Nome Alaska <<u>nome-ak@municodeweb.com</u>> Sent: Wednesday, December 4, 2024 11:53 AM

To: Brooks W. Chandler < <u>BChandler@nomealaska.org</u> > **Subject:** External Email [Brooks Chandler] Meeting in January

Courtney Guinan (courtney.guinan.ctr@us.af.mil) sent a message using the contact form at https://www.nomealaska.org/.

Hello,

My name is Courtney Guinan, and I am an event coordinator working with the Ted Stevens Center in Anchorage. This summer we facilitated a meeting with Nome community leaders and a representative from the policy department at the Pentagon. That visit went so well that we are looking to host a Field Seminar in Nome 31 March to 2 April, 2025.

Ahead of that meeting, our Director and myself are planning to visit Nome to make connections and discuss the intent and scope of the event. We would greatly like to meet with the City Manager, Mayor, and any other City Leadership that would be beneficial. We will be in Nome 8-9 January to conduct these engagements. Please let me know if you have availability to sit down and chat.

We hope to see you soon!

Best Regards

From: Brooks W. Chandler
To: Dan Grimmer

Subject: FW: External Email 2025 Funding Request

Date: Tuesday, December 3, 2024 10:31:05 AM

Attachments: Funding Request.pdf

Program Support Form.pdf

Here is the original email.

From: traci@abdc.org <traci@abdc.org>
Sent: Friday, October 18, 2024 4:43 PM

To: Brooks W. Chandler < BChandler@nomealaska.org>

Subject: External Email 2025 Funding Request

Brooks,

The Alaska Business Development Center (ABDC) is planning outreach for the 2025 tax season, and would like to bring the Volunteer Tax and Loan Program back to your community.

2025 marks the 30 year anniversary of the program, and this would not have been possible without the City of Nome. Thank you for your continued support!

Program services have a direct impact on residents and their community. Residents become IRS tax compliant, gain knowledge of their taxpayer rights and responsibilities, and have access to free consultations on tax issues. They also become empowered to manage their personal finances. The tax refunds generated and money saved in preparation fees also strengthens the local community and promotes economic stability and growth.

ABDC's services will be available to your community members all year—at no cost to them.

We are requesting a monetary contribution in the amount of \$3,500. This will assist with volunteer recruitment, training, promotions, processing and travel costs.

Please see the attached Funding Request and Program Support Form. To help us with our planning, we ask that you return the Program Support Form by 11/12/24.

Thank you,

Traci Wanner
Alaska Business Development Center
840 K Street, Ste. 202
Anchorage, AK 99501
(907) 562-0335 Phone
(907) 562-6988 FAX

Alaska Business Development Center

Volunteer Tax and Loan Program

2025 Tax Season Funding Request

ABDC's Volunteer Tax and Loan Program (VTLP) has been bringing quality tax services directly to rural Alaska for **30 years**. The continued success of VTLP relies heavily upon the partnerships formed with community stakeholders, working together to assist the whole community.

2024 Aleutians Region
110 taxpayers assisted | 85 returns prepared | \$94,000 in refunds generated

Services Provided

Outreach services are provided during the tax season. All services are provided year-round from the Anchorage office.

All services are provided at no cost to the individual.

- Current year tax preparation
- Education on taxpayer rights and responsibilities
- Prior year & amended tax preparation and filing
- IRS notice interpretation
- IRS representation to qualifying individuals
- Travel to designated communities for in person current year tax preparation and taxpayer education





Member Benefits

- IRS tax compliance
- Knowledge of taxpayer rights and responsibilities
- Refunds provide cash infusion
- Economic boost to taxpayer's community
- Free tax assistance

Action Required: ABDC invites community stakeholders to partner with VTLP to offset costs in bringing services directly to community taxpayers and shareholders. Please return the completed *Program Support* form.

To meet preseason planning deadlines and secure travel dates, please return the completed form by **November 12, 2024** with commitment of funding.



ALASKA BUSINESS DEVELOPMENT CENTER, INC

840 K Street, Suite 202 • Anchorage, Alaska 99501 (907) 562-0335 • Fax: (907) 562-6988 • www.abdc.org



VTLP Proudly Serving Rural Taxpayers Since 1995

VTLP 2025 PROGRAM SUPPORT

Purpose: Support of A	BDC's Volunteer Tax and Lo	oan Program		
Directions: Please retu	rn completed form to ABDC	(email: traci@abdo	e.org) by November 12 ,	2025
Organization Name: _				
Contact Name:			Title:	
Phone:	Email:			
Indicate the region of	f support:	_	_	
Aleutian Islands	Bering Strait	Bristol Bay	Copper River	Interior
Kodiak Island	North Slope	Pribilof Islands	Southeast	Western
Yukon Delta	Other:			
Amount: \$	3500			
A check mad	e payable to the <i>Alaska Busir</i>	ness Development (Center is enclosed with t	his form.
Pledge of pro	gram support, payment will b	be issued to ABDC	by January 3, 2025.	
On behalf of	orization (if payment is not the entity listed on this form ove. ABDC's Tax ID number	I have the authority	•	ary support as
Name		Title		
Authorized Sigr	nature	- Date		

Thank You for Your Support

November 13, 2024

Mr. John Handeland, Mayor City of Nome P.O. Box 281 Nome, AK 99762

Re: 2024 NSEDC Community Benefit Share

Dear Mayor Handeland,

On behalf of the Norton Sound Economic Development Corporation (NSEDC) Board of Directors, I am pleased to announce a 2024 Community Benefit Share (CBS) distribution of \$150,000 for each NSEDC member community. NSEDC reaffirms our commitment to our member communities through the CBS which provides financial support to address your community's highest priorities.

The NSEDC board and staff are aware of the need to ensure accountability of not only how NSEDC funds are spent, but also the process by which the use of those funds is determined. I stress the importance of—and my appreciation for—your proactive approach to help ensure that all residents of your community are aware of the decision-making process for the use of the funds.

With an emphasis on self-governance and accountability, NSEDC requires that the following guidelines be met in order to access the funds:

- 1. The City of Nome (City) must go through a public process at the municipal level to determine the highest priorities and best uses for the funds. The public process can be a regularly scheduled or special city council meeting or a special community meeting to address the best use of the CBS.
- 2. The City must report to NSEDC on how the funds will be utilized by submitting a letter, detailed budget, and the city council meeting minutes from the session at which CBS funds are approved.
- 3. The City must expend all prior years' CBS funds before accessing funding from the 2024 CBS.
- 4. Reimbursements must be only for expenditures made or incurred after the November 1, 2024, award declaration and will be paid on a reimbursable basis or direct-vendor payment. Direct vendor payments will only be made for expenditures over \$3,500.
- 5. CBS funds may not be utilized for payment of bonuses to city council members. If funds are utilized for the payment of standard council member honorariums, or other normal, regular payments to municipal officials, that specific use must be noted at the public council meeting when the share's use is determined and recorded in the meeting minutes.

Please note that the City has the following CBS balances available:

Community	2022	2023	2024	Total
Nome	\$100,000	\$150,000	\$150,000	\$400,000

Please submit all documents noted in Guideline Number 2 above by January 29, 2025, to Amanda Patrick, Community Development Coordinator at amandap@nsedc.com or fax the documents to (907) 624-3193. If you have any questions or concerns, please contact Paul Ivanoff, Community Benefits Director, at (800) 385-3190 or by email at pivanoff@nsedc.com.

Sincerely,

Janis Ivanoff

President & CEO

cc: Nome City Council

James T. Sherman, NSEDC Board Member



Serving the fisheries of the Bering Strait Region

Diomede Brevig Mission

Elim Gambell Golovin Koyuk

Saint Michael

Savoonga

Shaktoolik

Stebbins

Teller Unalakleet

Wales

White Mountain

November 18, 2024

Mr. John Handeland, Mayor City of Nome P.O. Box 281 Nome, AK 99762

Re: 2025 NSEDC Outside Entity Funding

Dear Mayor Handeland,

The Norton Sound Economic Development Corporation (NSEDC) Board of Directors has approved a 2025 Outside Entity Fund (OEF) allocation of \$50,000 per community. The OEF is one of NSEDC's longest-standing grant programs and allows for eligible entities in NSEDC member communities to apply for funding to support their programs and projects. Each member community's available funding for OEF grants is determined by the current year allocation combined with past allocations that have not been fully utilized. For 2025, a total of \$50,000 is available for grant awards in Nome.

The deadline for submitting an OEF application is January 15, 2025. Applications can be submitted electronically to communitybenefits@nsedc.com. Applications can also be mailed via USPS to NSEDC at 2701 Gambell St., Suite 400, Anchorage, AK 99503 or submitted in person to any of our NSEDC offices located in Anchorage, Nome or Unalakleet. Applications must be emailed, delivered or post-marked by the deadline.

To be eligible for the OEF program, an applicant must be a municipal government, federally recognized tribal government, local or regional nonprofit organization, or a local, state or federal agency located in one of NSEDC's 15 member communities. Please note that entities with delinquent balances through NSEDC's Consolidated Bulk Fuel Program will be considered ineligible to apply.

You can go to www.nsedc.com to access the application online or contact NSEDC Community Development Coordinator, Amanda Patrick, at amandap@nsedc.com for a hard copy of the application. If you have any questions, please contact Paul Ivanoff, Community Benefits Director, at (800) 385-3190 or by email at pivanoff@nsedc.com.

Sincerely,

Amanda Patrick

Community Development Coordinator

James Sherman, NSEDC Board Member CC:

[&]quot; NSEDC will parti, pure in the Bering Sea fisheries to provide vonomic development through education, employment, training and financial assistance to our member communities."

2024 - 001385 - 0

Item G.

Recording District 201 Nome 11/25/2024 02:04 PM P

Page 1 of 4

CCC



RECORD IN THE CAPE NOME RECORDING DISTRICT

A L A S K

After recording, return to: Charles A. Cacciola Munson, Cacciola & Severin, LLP 1029 W. 3rd Avenue, Suite 402 Anchorage, AK 99501 Charles A. Cacciola (AK Bar No. 1306045)
Alexander T. Foote (AK Bar No. 1111098)
MUNSON, CACCIOLA & SEVERIN, LLP
1029 W. 3rd Avenue, Suite 402
Anchorage, Alaska 99501
(907) 272-8401
ccacciola@bcfaklaw.com
afoote@bcfaklaw.com

Attorneys for City of Nome

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA SECOND JUDICIAL DISTRICT AT NOME

In the Matter of City of Nome Delinquent Real Property Taxes for 2018 through 2022.

Case No. 2NO-24-00149 CI

JUDGMENT AND DECREE OF FORECLOSURE OF REAL PROPERTY TAX LIENS

IT IS HEREBY ORDERED AND ADJUDGED that the City of Nome, Alaska, a municipal corporation, shall have judgment against certain parcels of real property for the amount of delinquent real property taxes, penalty, interest, and costs for the taxable years 2018, 2019, 2020, 2021, and 2022. A description of the parcels of real property, together with respective delinquent taxes, penalty, interest, is attached as Exhibit A to this Judgment and is incorporated by reference. The costs of foreclosure, \$8,333.40, shall be apportioned to each foreclosed parcel as described in the Foreclosure List.

IT IS FURTHER ADJUDGED the said parcels of real property are conveyed to the City of Nome in consideration of the foregoing delinquent amounts as identified in Exhibit A, subject to the former owners' respective statutory redemption rights.

DATED this 4 day of November

I certify that on 11-15-24

a copy of the foregoing was mailed/given to:

Munsey Cacciols & Severin CLP

CLERK

Romano DiBenedetto
SUPERIOR COURT JUDGE

I certify that this is a full, true and correct copy of an original document on file in the Alaska Trial Courts at Nome.

Witness my hand and the seal of this court:

11-15-24 RC
Date Magistrate/Glerk

JUDGMENT AND DECREE OF FORECLOSURE OF REAL PROPERTY TAX LIENS ITMO City of Nome Real Property Tax Foreclosure 2018-2022, 2NO-24-00149 CI

Page 1 of 1

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P.O. Box 281 • Nome, Alaska 99762

phone 907.443.6663 fax 907.443.5349

FORECLOSURE LIST FOR THE CITY OF NOME, ALASKA REAL PROPERTY TAXES DUE FOR THE YEARS 2018-20222

Owner of Record	Tax Parcel ID	Legal Description	2018	2019	2020	2021	2022	Total Taxes	Penalty & Interest as of Oct 1, 2024	Fecs	Total wifees
APOK, MARTHA	001.121.31	Block 48, Lot 12Ptn, Nome Townsite	\$0.00	\$0.00	\$0.00	\$0.00	\$1,182.00	\$1,182.00	\$166.51	\$197.24	\$1,545.75
BERGSTROM, CARL	198.2.220	Survey MS 446, No.2 Laura Gulch Placer Claim, Section 19	\$0.00	\$0.00	\$404.30	\$373.20	\$373.20	\$1,150.70	\$369.87	\$222.41	\$1,742.98
BERROTERAN, JAMIE J.	001.022.12	Plat 81-07, Block 73A, Lot 12A	\$2,027.30	\$2,395.90	\$2,780.70	\$2,566.80	\$2,881.20	\$12,651.90	\$4,588.22	\$2,521.66	\$19,761.78
BRUNS, RANDY J. & MARY P.	001.171.17	Block 68, Lot 11, Nome Townsite	\$0.00	\$0.00	\$1,093.30	\$1,009.20	\$1,092.00	\$3,194.50	\$1,018.49	\$616.22	\$4,829.21
HAGER, JOHN & TINA	198.2.181	Plat 85-07, Lot 4A, Survey MS 1112 Section 14	\$19.68	\$514.80	\$514.80	\$363.60	\$380.40	\$1,793.28	\$669.34	\$360.20	\$2,822.82
LE COMPTE, LANE C. & CHRISTOPHER M.	198.2.315	MS 1382 - 3/4 INT. OF #3 ROCKER CREEK PL.R,	\$0.00	\$0.00	\$0.00	\$357.43	\$439.20	\$796.63	\$254.77	\$153.79	\$1,205.19
MUKTOYUK, EDWARD	001.131.03	Block 33, Lot 16, Nome Townsite	\$0.00	\$1,085.65	\$2,921.10	\$2,696.40	\$3,039.60	\$9,742.75	\$2,902.24	\$1,849.55	\$14,494.54

Exhibit A

Page 1 of 2 "There's no place like Nome" www.nomealaska.org



201-2024-001385-0



P.O. Box 281 • Nome, Alaska 99762

phone 907.443.6663 fax 907.443.5349

FORECLOSURE LIST FOR THE CITY OF NOME, ALASKA REAL PROPERTY TAXES DUE FOR THE YEARS 2018-20222

-											
SCHIMSCHAT, RICHARD H.	001.171.15B	Plat 2015-5, Block 67, Lot 21B, Nome Townsite	\$0.00	\$900.90	\$1,004.90	\$927.60	\$1,021.20	\$3,854.60	\$1,374.41	\$764.83	\$5,993.84
SIMPSON, PAMARA, VICTORIA & BRIAN	001.231.26	Plat 83-29, Block 65A, Lot 2A, Nome Townsite	\$0.00	\$0.00	\$43.56	\$1,536.00	\$1,752.00	\$3,331.56	\$922.12	\$622.17	\$4,875.85
TRIGG, BARBARA	001.291.40	Plat 83-28, Block 53, Lot 11A, Nome Townsite	\$827.20	\$977.60	\$1,101.10	\$1,016.40	\$1,116.00	\$5,038.30	\$1,971.65	\$1,025.33	\$8,035.28
						1		\$42,736.22	\$14,237.62	\$8.333.40	\$65.307.24

In accordance with NCO 17.20.080(a), interest shall continue to accrue at the rate of eight percent per annum on the unpaid balance of delinquent taxes from the due date until paid in full.

I certify that I am the City Clerk of the City of Nome, Alaska and that the foregoing foreclosure list is true and correct to the best of my knowledge and belief.

Dan Grimmer City Clerk

> BRADLEY D. SOSKE Limited Governmental Notary Public State of Alaska My Commission Expires with Office

SUBSCRIEED AND SWORN TO me before this 4th day of October 2024.

Notary Public in and for Alaska My Commission Expires: With Dirice

Exhibit A

Page 2 of 2

"There's no place like Nome"

www.nomealaska.org

Page 4 of 4 201 - 2024 - 001385 - 0

I certify that this is a full, true and correct copy of an original document on file in the Alaska Trial Courts at Nome. Witness my hand and the seal of this court:

Magistrate

28

Nancy Dahlstrom Lieutenant Governor State Capitol Juneau, Alaska 99811 907.465.3520 WWW.LTGOV.ALASKA.GOV



530 West 7th Ave, Suite 1700 Anchorage, Alaska 99501 907.269.7460 LT.GOVERNOR@ALASKA.GOV

OFFICE OF THE LIEUTENANT GOVERNOR ALASKA

MEMORANDUM

TO:

Sara Chambers, Department of Commerce, Community and Economic Development

FROM:

April Simpson, Office of the Lieutenant Governor

465.4081

DATE:

November 27, 2024

RE:

Filed Permanent Regulations: Alcohol & Marijuana Control Office

Alcohol & Marijuana Control Office regulations re: Business license requirements for

applicants (3 AAC 305.045)

Attorney General File:

2024200300

Regulation Filed:

11/27/2024

Effective Date:

12/27/2024

Print:

252, January 2025

cc with enclosures:

Bob Dame, LexisNexis

Beth Parsons, Department of Law Jane P. Sawyer, Regulations Specialist

Kristina Serezhenkov, Regulations Specialist



Department of Law

CIVIL DIVISION

P.O. Box 110300 Juneau, Alaska 99811 Main: 907.465.3600 Fax: 907.465.2520

November 27, 2024

The Honorable Nancy Dahlstrom Lieutenant Governor State of Alaska P.O. Box 110015 Juneau, AK 99811-0015

Re: 3 AAC 305.045 - .075: AMCO: Business license requirements for

applicants

Our file: 2024200300

Dear Lieutenant Governor Dahlstrom:

The Department of Law has reviewed the attached regulations of the Alcoholic Beverage Control Board against the statutory standards of the Administrative Procedure Act. Based upon our review, we find no legal problems. This letter constitutes the written statement of approval under AS 44.62.060(b) and (c) that authorizes your office to file the attached regulations. The regulations were adopted by the Alcoholic Beverage Control Board after the close of the public comment period.

The regulations amend sections under 3 AAC 305 to clarify that an applicant for an alcoholic beverage license must provide the doing-business-as name of the alcohol establishment and the applicant's state business license number in the application.

Both the September 11, 2024 public notice and November 26, 2024 order certifying the changes state that this action is not expected to require an increased appropriation. Therefore, a fiscal note under AS 44.62.060 is not required.

November 27, 2024 Page 2 of 2

The Honorable Nancy Dahlstrom File No. 2024200300

No technical corrections were necessary to conform the regulations in accordance with AS 44.62.060.

Sincerely,

TREG TAYLOR ATTORNEY GENERAL

Rebecca C.

Digitally signed by Rebecca C, Polizzotto Date: 2024,11.27

___ Polizzotto

14:29:25 -09'00'

By:

Rebecca C. Polizzotto

Chief Assistant Attorney General Legislation, Regulations, and Legislative Research Section

RCP/BWS

CC w/enclosure:

Kristina Serezhenkov, Regulations Specialist 2

Department of Commerce, Community and Economic Development

Kevin Higgins, Assistant Attorney General

Department of Law

Brad Sharp, Assistant Attorney General

Department of Law

APPENDIX J: Certification Order

ORDER CERTIFYING THE CHANGES TO REGULATIONS OF ALCOHOLIC BEVERAGE CONTROL BOARD

The attached two pages of regulations, dealing with the of changes to 3 AAC 305, regarding requiring a business license during the application process, are certified to be a correct copy of the regulation changes that the Alcoholic Beverage Control Board adopted at its November 19, 2024, meeting, under the authority of AS 04.06.090 and after compliance with the Administrative Procedure Act (AS 44.62), specifically including notice under AS 44.62.190 and 44.62.200 and opportunity for public comment under AS 44.62.210.

This action is not expected to require an increased appropriation.

On the record, in considering public comments, the Alcoholic Beverage Control Board paid special attention to the cost to private persons of the regulatory action being taken.

The regulation changes described in this order take effect on the 30th day after they have been filed by the lieutenant governor, as provided in AS 44.62.180.

Date: 11/26/2024

FILING CERTIFICATION

April Simpson for I, Nancy Dahlstrom, Lieutenant Governor for the State of Alaska, certify that on

November 27, 2024 at 2:37 p.m., I filed the attached regulations according to the provisions of AS 44.62.040 - 44.62.120.

FOR DELEGATION OF THE LIEUTENANT GOVERNOR'S AUTHORITY

I, NANCY DAHLSTROM, LIEUTENANT GOVERNOR OF THE STATE OF ALASKA, designate the following state employees to perform the Administrative Procedures Act filing functions of the Office of the Lieutenant Governor:

April Simpson, Regulations and Initiatives Specialist

IN TESTIMONY WHEREOF, I have signed and affixed the Seal of the State of Alaska, in Juneau, on May 15th, 2023.



NANCY DAHLSTROM LIEUTENANT GOVERNOR Register 252, Jawary 2025

COMMERCE, COMMUNITY, AND EC. DEV.

3 AAC 305.045(c) is amended by adding a new paragraph to read:

(8) the doing-business-as name the applicant will use for the proposed alcohol establishment, along with the applicant's state business license number issued under AS 43.70. (Eff.

Authority:

AS 04.06.005

AS 04.06.090

AS 04.06.100

(((Publisher: Please move the "and" connector from the end of 3 AAC 305.045(c)(6) to the end of 3 AAC 305.045(c)(7) and change the period at the end of that paragraph to a semicolon.)))

3 AAC 305.050(c) is amended by adding a new paragraph to read:

(8) the doing-business-as name the applicant uses for the alcohol establishment, along with the applicant's state business license number issued under AS 43.70.

Authority:

AS 04.06.005

AS 04.06.090

AS 04.06.100

(((Publisher: Please move the "and" connector from the end of 3 AAC 305.050(c)(6) to the end of 3 AAC 305.050(c)(7) and change the period at the end of that paragraph to a semicolon.)))

3 AAC 305.070(c) is amended by adding a new paragraph to read:

(4) the doing-business-as name the applicant will use for the alcohol establishment, along with the applicant's state business license number issued under AS 43.70.

Authority:	AS 04.06.005	AS 04.11.050	AS 04.11.290
	AS 04.06.090	AS 04.11.260	AS 04.11.450
	AS 04 06 100	AS 04 11 270	AS 04 11 670

Register 252, January 2025

COMMERCE, COMMUNITY, AND EC. DEV.

AS 04.11.045

AS 04.11.280

(((Publisher: Please move the "and" connector from the end of 3 AAC 305.070(c)(3) to the end of 3 AAC 305.070(c)(4); please also add a semicolon to the end of 3 AAC 305.070(c)(3) to correct a punctuation error.)))

3 AAC 305.075(a)(2)(B) is amended to read:

(B) the doing-business-as name and location of the proposed premises;

(Eff. 1/1/2024, Register 248; am 12/27/2024, Register 252)

Authority: AS 04.06.005 AS 04.06.100 AS 04.11.310

AS 04.06.090 AS 04.11.260

Dear Community Leaders,

I am reaching out on behalf of PAWS of Nome to request your support for an ambitious and much-needed expansion of veterinary services in our community and the surrounding villages. PAWS of Nome is currently in negotiations to establish week-long, free access, full-service veterinary clinics every three months for the next two years. These clinics will be vital in ensuring that pets in our region have access to the medical care they need.

In between these staff rotations, we also plan to offer 2-3 day full-service free access clinics and telemedicine services on a case-by-case basis. This will allow us to extend care and support to the community year-round. Additionally, we will continue providing free vaccines/dewormer (average 1,000/year) and utilizing our Send-Out Service to Anchorage, providing access to more advanced veterinary care, as well as our free spay/neuter clinics, which have already made a significant difference in controlling pet populations and addressing basic health needs.

A critical component of our future work is the establishment of the **PAWS of Nome Outpost Clinic**. This outpost will serve as a centralized point for veterinary access, where villages can send their pets for free healthcare. The clinic will also act as a hub for our traveling veterinary teams, allowing them to tour villages more frequently and efficiently, providing essential care and services to even the most remote areas.

To make this vision a reality, we are seeking funding to support these expanded services, including the operational costs of the Outpost Clinic and additional veterinary outreach. With your support, we can significantly improve the health and well-being of pets in our region, helping to ensure that no pet is left without care.

Thank you for considering our request. We would greatly appreciate your partnership in helping us provide life-saving services to pets and their families. Please feel free to contact me if you have any questions or would like further information on this initiative.

In addition to the minimum of 50 Nome-based patients we treat each clinic, we also host an average of 20 patients from 10 villages during our Outpost Clinics in Nome. Our first clinic for 2025 is tentatively scheduled for mid-January, pending funding. We sincerely hope you'll join us in our endeavor to provide consistent access to low/no-cost healthcare for the region's pets.

Sincerely,

Emily Stotts

pawsofnome@gmail.com, 907-304-3123

President, PAWS of Nome

Line Item 1	Meds, Supplies	\$5,000
Line Item 2	Veterinary Staff	\$5,000
Line Item 3	Transport/Shipping	\$5,000
	TOTAL	\$15,000

December 4, 2024

Uvlaluataq,

I hope this message finds you well. I am reaching out to invite you to be a part of an exciting and youth-focused event—the 2025 3A Western Conference Basketball Tournament and Cheer Competition. A large group of community members have begun planning for the tournament with the Nome-Beltz Nanook basketball head coaches. We are dedicated to making this event a memorable celebration of the high school basketball players and cheerleaders in the 3A Western Conference, and we would greatly appreciate your support. Nome-Beltz will host the tournament in Nome March 6-8, 2025.

To create a positive and engaging atmosphere for all participants, we are seeking donations to cover various expenses. The forecasted budget for the expenses listed below exceeds \$10,000:

- Leis for every basketball and cheer senior in the Western Conference
- Blank apparel for the Lady Nanooks to sell customized tournament swag
- Six van rentals for visiting teams
- Cheer uniforms for Nanook Cub Cheerleaders
- Activities for youth during the tournament
- Player and coach passes
- Tournament merch
- A printed tournament booklet

We are offering several donor levels to accommodate varying contributions. All donors will be recognized in our tournament booklet, which will be distributed to attendees, providing great visibility for your support of our community's youth. Lay Up Level donors will be listed in the program. Free Throw Level and higher will have the noted amount of ad space below:

LEVEL	DONATION	AD SPACE
Lay Up	\$100-\$499	Name listed only
Free Throw	\$500-\$999	3.75 x 2.5 inch advertisement
3 Pointer	\$1,000-\$1,999	3.75 x 5 inch advertisement
Half Court	\$2,000-\$2,999	8 x 5 inch advertisement
Full Court	\$3,000+	8 x 10.5 inch advertisement

If you choose to contribute, please send a copy of your logo and ad to lenadanner@hotmail.com for inclusion in the tournament booklet.

Thank you for considering this opportunity to support our athletes and cheerleaders. Your generosity will make a significant impact on this event and the 200+ athletes that will be showcased

during the tournament. If you have any questions or would like to discuss this further, please feel free to reach out to Lena Danner at 907-982-5385 or via email LENADANNER@hotmail.com. Checks can be made out to Nome Public Schools with "Western Conference" in the memo. Please reach out to Lena Danner to let her know your donation amount so that we can ensure donations are used for the 2025 3A Western Conference Basketball Tournament and Cheer Competition.

We look forward to your support and hope to see you at the tournament!

Warm regards,

Nanook Volunteers

Half Court Donor Level

\$2,000-\$2,999 8 X 5 INCH AD

3 Pointer Donor Level

\$1,000 - \$1,999 3.75 X 5 INCH AD

Free Throw Donor Level

\$500 - \$999 3.75 X 5 INCH AD

Lay Up Level Donors are \$100-\$499 and will have the name of the business or individual noted in our list of Lay Up Donors

Full Court Donor Level

\$3,000+ 8 X 10.5 INCH AD

The Family of Edna N. Ahnangnatoguk PO Box 1845 | Nome, AK 99762

December 3, 2024

Nome Common Council City of Nome Alaska PO Box 281 Nome, AK 99762

Dear Nome Common Council,

I hope this letter finds each of you well. I am writing to express our heartfelt appreciation for the exemplary service provided by several City of Nome employees during a profoundly difficult time for our family. Specifically, we would like to recognize "Santa" Paul Kudla, Cole Cushman, Francois Haba, Chris Schuneman, Jeff Snyder, and Brad Soske.

On October 26, 2024, our family experienced a great loss with the passing of our family matriarch, Edna N. Ahnangnatoguk, affectionately known as "Gaga". At 96 years old, Gaga was a remarkable woman whose independence, kindness, and humor touched the lives of many. She was deeply devoted to her children, grandchildren, and great-grandchildren, and her legacy of love will forever remain in our hearts. I'm including a copy of the obituary for Gaga, as I feel it's important to have a glimpse of the incredible person she was.

As we gathered on October 31, 2024, to honor her life and lay her to rest next to her late husband (and our family patriarch), Frank E. Ahnangnatoguk, we were met with extraordinary kindness and empathy from the employees mentioned above. It has taken us some time to put this letter together as we navigate our grief, but Gaga emphasized the importance of expressing gratitude for the kindness we receive.

Mr. Soske played a crucial role in assisting our family with the necessary documentation for obtaining a Burial Permit. His patience and understanding made a challenging process much smoother for us.

As we prepared for the interment, we were continually supported by Mr. Cushman, Mr. Haba, Mr. Schuneman, Mr. Snyder, and especially Santa Paul. Their dedication to their work, which often goes unnoticed, was evident in every interaction we had. As part of the Public Works Department, they not only ensure traveling through our city is safe but also provide compassionate interment services that honor the memories of our loved ones – which anyone would agree is a difficult yet delicate task.

The location of Gaga's interment was treated with the utmost respect and care, fulfilling her wish to be laid to rest beside her husband. During the interment, Mr. Snyder and Santa Paul worked diligently, ensuring each bucketful of gravel was delicately placed with precision and care until

completion. Mr. Haba's attentiveness to our family's safety and his respectful demeanor further exemplified the compassion we received.

We want the Nome Common Council and the City Manager to know how invaluable these employees are to our community. Their hard work and dedication deserve recognition, and we hope they are acknowledged for their contributions.

Lastly, we would like to extend our deepest appreciation to Santa Paul for his delicate and hard work at the Nome Cemetery. While some may view cemeteries as somber places, we see them as peaceful resting places for our loved ones (as many from our family are interred here in Nome). Santa Paul's efforts in maintaining the Nome Cemetery, from the protective fences to the meticulous landscaping and refreshment of the City Morgue, create an environment of tranquility and respect. His kindness during our time of loss did not go unnoticed, and we are truly grateful.

Thank you for taking the time to read this letter. We hope that you will convey our appreciation to these remarkable individuals who have made a significant impact on our family during a time of sorrow.

Sincerely,

Gail E. Smithhisler

(907) 304-2811

Enclosure: Obituary

CC:

City Manager

nuklisler

City Clerk

Gaga's Surviving Children

Alma Smithhisler, Ronald (Sarah) Ahnangnatoguk, son-in-law Albert McComas, and nephew William "Billy" (Bessie) Baxter

Gaga's Surviving Grandchildren

John Ahnangnatoguk, Gail Smithhisler, Thomas (Jasmine) McComas, Joshua McComas, Donny Ahnangnatoguk, Steven Ahnangnatoguk, and Allen John Ahnangnatoguk

Gaga's Surviving Great-Grandchildren

Frank Ahnangnatoguk, Nutaasaq Ahnangnatoguk, Piniaq Ahnangnatoguk, Strom Ahnangnatoguk, Daniel Tocktoo, Aubriana Otton, Taylor Ahnangnatoguk, Rosalie Ahnangnatoguk, Ella Alston, Christian Ahnangnatoguk, Judah McComas, Elias McComas, and Dallas Menadelook



With love and appreciation:

The Ahnangnatoguks, the McComas', and the Smithhislers.

Gaga's children:

Alma, Ron (Sarah), and son-in-law Albert

Gaga's grandchildren:

John, Gail, Thomas (Jasmine), Joshua, Donny, Steven, and Allen

Gaga's great-grandchildren:

Frank, Nutaasaq, Piniaq, Strom, Aubriana, Taylor, Rosalie, Ella, Christian, Judah, Elias, and Dallas.

Psalm 23

He maketh me lie down in green pastures; he leadeth me beside the still waters.

He restoreth my soul: He leadeth me in the paths of righteousness for His name's sake.

Yea, though I walk through the valley of the shadow of death, I will fear no evil: for thou art with me; thy rod and thy staff they comfort me.

Thou preparest a table before me in the presence of mine enemies: thou anointest my head with oil; my cup runneth over.

Surely goodness and mercy shall follow me all the days of my life: and I will dwell in the house of the Lord for ever.

The family of Edna N.

Ahnangnatoguk would like to express our heartfelt appreciation and gratefulness for your generous kindness and the outpouring of love and support during this difficult time.

Thank You

Our "Gaga" was treated with the utmost love and respect by everyone who had the privilege of encountering her presence. We cannot say enough how thankful we are for the way so many of you have loved and cherished our Gaga.

Though this is a challenging moment for our family, we find comfort in knowing just how deeply she was cherished by so many.

Your support means the world to us.

Item K.

PALLBEARERS

JOHN AHNANGNATOGUK FRANK AHNANGNATOGUK

JOSHUA McComas Donny Ahnangnatoguk

THOMAS McComas STEVEN AHNANGNATOGUK

STROM AHNANGNATOGUK ALLEN AHNANGNATOGUK

HONORARY PALLBEARERS

RONALD AHNANGNATOGUK

ALBERT MCCOMAS

DONNIE SMITH



Surely goodness and mercy shall follow me all the days of my life, and I shall dwell in the house of the Lord forever.

Psalm 23: 6

CELEBRATING THE LIFE OF



Edna Nutaasaq Ahnangnatoguh

March 10, 1928 - October 26, 2024

NOME, ALASKA

ORDER OF SERVICE

WELCOME

OPENING PRAYER

HYMN: "IN THE SWEET BY & BY"

ISAIAH 54:10: THOMAS MCCOMAS

PSALM 23: ALMA SMITHHISLER

JOHN 14: 1-3: JOSHUA MCCOMAS

HYMN: "WHERE HE LEADS ME"

MESSAGE: PASTOR AMANDA SNYDER

EULOGY

SHARING MEMORIES

FAMILY: "WHAT A DAY THAT WILL BE"

HYMN: "GOD BE WITH YOU"

THE LORD'S PRAYER

BENEDICTION

OBITUARY

Edna Nutaasaq Ahnangnatoguk was born on March 10, 1928, in Iglu, Alaska. Her parents, James Eyuk and Eva Topkaruk Eyuk, were at the heart of her upbringing alongside her siblings. Edna joined older siblings May Mesuk Eyuk, David A. Eyuk, and Annie K. Eyuk and later welcomed younger siblings Agnes Noyakuk and Clara Veara.

Growing up in Iglu, Edna attended school up to the sixth grade. She often fondly recalled her experiences with Helen Frost, a dedicated missionary who played a pivotal role in the community as a teacher and healthcare provider.

Edna possessed a talent for sewing and produced many warm garments for her family using various animal pelts and home-tanned animal skins. Her skills extended to working as a nurse's aide and later as a dorm aid at the William E. Beltz High School, where she warmed the lives of students who attended the boarding school.

Edna's path crossed with Frank Ahnangnatoguk where they married on November 27, 1950. Together, they were blessed with four children: James Ahnangnatoguk, Alma Smithhisler, Ronald Ahnangnatoguk, and Florence McComas. Edna cherished her role as a grandmother and great-grandmother, earning the endearing nickname "Gaga" from her oldest grandson, John. Gaga was proud of her family and their accomplishments, and always looked forward to spending time with them.

Passionate about preserving their faith and heritage, Papa Frank and Gaga instilled the values of a subsistence lifestyle in their descendants, emphasizing self-sufficiency and connection to the land and sea. Gaga found solace and joy at camp in Tuksruk and Iglu, surrounded by nature and family.

Gaga's legacy lives on through her children, Alma Smithhisler, Ronald (Sarah) Ahnangnatoguk, son-in-law Albert McComas, and her "other son" Donnie Smith; her grandchildren, John Ahnangnatoguk, Gail Smithhisler, Thomas (Jasmine) McComas, Joshua McComas, Donny Ahnangnatoguk, Steven "Puttu" Ahnangnatoguk, and Allen Ahnangnatoguk; her great-grandchildren, Frank Ahnangnatoguk, Nutaasaq Ahnangnatoguk, Piniaq Ahnangnatoguk, Strom Ahnangnatoguk, Aubriana Otton, Taylor Ahnangnatoguk, Rosalie Ahnangnatoguk, Christian Ahnangnatoguk, Judah McComas, and Elias McComas.

Gaga's journey was culminated in a Heavenly reunion with her husband Frank; son, James; daughter, Florence "Goong Goong"; her parents and siblings; son-in-law Donald Smithhisler, granddaughter, Tracy Ahnangnatoguk; her uncles Keelick and Fred Mosquito; nieces Marcella Eyuk, Diane Baxter, and Marilyn Noyakuk; nephews David Roy Eyuk, Dewey Baxter, Eric Baxter, and numerous other departed loved ones in a celestial embrace.

Item A.

1st Reading November 25th, 2024 2nd Reading December 9th 2024

Presented by:
City Manager
Action Taken:
Yes____No___
Abstain___

CITY OF NOME, ALASKA

ORDINANCE NO. 0-24-12-01

AN ORDINANCE AUTHORIZING THE DISPOSAL OF MUNICIPAL PROPERTY BY LEASE TO KAWERAK, INC. FOR USE AS A RECYCLING FACILITY

Section 1. <u>Authority</u>. This ordinance is adopted pursuant to authority granted by NCO 2.10.030(b).

Section 2. **Classification**. This is a non-Code ordinance.

Section 3. <u>Authorization of Lease to Kawerak, Inc.</u> The City Council hereby authorizes the disposal of a portion of its interest in City property located adjacent to Center Creek Road described as a portion of Tract A and B, Wonder Bench Subdivision Plat No. 99-02 consisting of an existing building commonly known as the Monofill Building and approximately 32,705 square feet of adjacent and surrounding real property ("the Property") to Kawerak, Inc. substantially upon the terms and conditions contained in the accompanying Lease Agreement.

Section 4. <u>Legal Description</u>. The Leased Premises are shown on the attached drawing, Exhibit A: Leased Premises and are more particularly described as follows:

That portion of Tract A and B, Wonder Bench Subdivision, according to Plat 99-02, Recorded in the Cape of Nome Recording District, Within Section 23, T.11S. R. 34W., Kateel River Meridian, and being more particularly described as follows:

Beginning at the northwest corner of Wonder Bench Subdivision (Plat 99-2), thence S23°45'00"W a distance of 1395.00 feet, the SW corner of Wonder Bench Subdivision; thence N 23°45'00"E a distance of 957.886 feet, the point of beginning; thence S54°20'44"E a distance of 235.30 feet; thence S28°22'01"W a distance of 117.32 feet; thence N 73°22'00"W a distance of 104.36 feet; thence N54°25'27"W a distance of 119.78 feet; thence N23°45'00"E a distance of 153.86 feet to the TRUE POINT OF BEGINNING.

Section 5. **Findings**. The City Council hereby finds that the lease of the Property to

Item A.

Kawerak, Inc. is for the necessary public service of providing a recycling facility for public use.

Section 6. <u>Interest Conveyed and Identification of Disposal Instrument</u>. The City agrees to allow exclusive use conveyed by a written Lease Agreement in the form attached hereto for a term starting January 1, 2025 through December 31, 2044 subject to reversion to the City in the event the Leased Premises cease to be used to provide the necessary public service justifying the disposal, per NCO 2.10.30(b).

Section 7. <u>Value of City's Interest</u>. The estimated value of the City's interest according to the current property tax assessment is \$210,600 for the building and \$40,000 for the real property. A rule of thumb for annual rental rates is based on 10% of assessed value per year (.83% per month). Applying that rule of thumb results in an estimated fair market rental value of the Leased Premises of \$2,506 per month. Kawerak, Inc. is being charged \$1 per year rent during the entire term of the Lease.

Section 8. <u>Time Place and Manner in Which Disposal Shall Occur</u>. Disposal shall occur as soon after approval of this ordinance as practical.

Section 9. Effective Date. This ordinance is effective upon adoption.

APPROVED and SIGNED this 9th day of December, 2024.

	JOHN K. HANDELAND, Mayor
ATTEST:	
DANIEL GRIMMER, City Clerk	

Item B.

1st Reading November 25th, 2024 2nd Reading December 9th 2024

Prese	nted by:
City	Manager
Action	ı Taken:
Yes	_No
Abs	tain

CITY OF NOME, ALASKA

ORDINANCE NO. 0-24-12-02

AN ORDINANCE AUTHORIZING TERMINATING A 55 YEAR LEASE TO THE ALASKA ARMY NATIONAL GUARD OF THE PROPERTY IDENTIFIED AS THE WEST 10 ACRES, MORE OR LESS, WITHIN THE 'MUNICIPAL EXPANSION LANDS'

NOW, THEREFORE, BE IT ORDAINED by the Common Council of Nome, Alaska as follows:

SECTION 1 Classification. This is a non-code ordinance.

SECTION 2 Authorization. This ordinance is adopted pursuant to NCO 2.10.030.

SECTION 3 Termination of Lease Agreement

- A. Ordinance 04-01-03 authorized leasing real property identified as "The West 10 acres more or less of the municipal expansion lands" ("the Property") to the Alaska Army National Guard for the purpose of constructing an armory. After adoption of this ordinance the Property was surveyed and platted. The current legal description of the Property is Lot 1, Municipal Expansion Lands Subdivision Plat No. 2004-18.
- B. Resolution 05-02-09 approved a lease agreement for the Property between the City of Nome and the State of Alaska. Paragraph 11 of the lease agreement states, "Should the Readiness Center not be substantially completed by October 1, 2012 . . . the City may terminate this lease by giving sixty (60) days notice in writing to the Tenant".
- C. The Readiness Center referenced in the lease agreement has not been substantially completed.
- D. Nome Common Council wishes to terminate the lease agreement because the conditions of the lease to construct a Readiness Center Facility, Field Maintenance Shop and Storage Warehouse was never met.

SECTION 4 Effective Date

This ordinance shall be effective sixty days from the date the City of Nome provides written notice of termination of the lease agreement to the State of Alaska/ Alaska Army National Guard.

APPROVED and SIGNED this 9th day of December, 2024.

	JOHN K. HANDELAND, Mayor
ATTEST:	
DAN GRIMMER. City Clerk/Treasurer	



Memo

Date: December 2, 2024

From: Dan Grimmer, City Clerk

To: Nome Common Council

Subject: Determination of City Council re: Personal Property Balance on

Account 50480

As part of an account cleanup the City Clerk's Office has reviewed Personal Property Account 50480. In 2015 Susan Nowland had Personal Property described as Containers within the City. It was reported by way of a Personal Property Declaration this year that the containers had been sold and that she no longer owned the property. She had also noted on the form that she had notified the City back in 2015 that the property had been sold. As these taxes are from over 8 years ago the City Clerk's office cannot collect on taxes that far back. It is the recommendation of the City Clerk's Office to write of the \$43.11 remaining balance.

We therefore ask the Common Council to make a determination to approve the write off of \$43.11 on Personal Property Account 50480.

Dan Grimmer City Clerk



Memo

Date: December 9, 2024

From: Dan Grimmer, City Clerk

To: Nome Common Council

Subject: Determination of City Council re: Approval of the 2024 Abatement

List

On November 12, 2024 after some amendments to the original Abatement List; the Planning Commission approved the attached abatement list.

We ask the Common Council to make a determination to approve the 2024 Abatement list.

Per NCO 5.30.010(b) "the city council shall fix a time and place for a hearing before the council to determine whether the report is correct."

It is suggested a separate hearing for each of the properties on the list be set for a January city council meeting. A single motion can be used to set the hearings if council intends to consider all properties at the same meeting.

Dan Grimmer City Clerk



December 9, 2024

Abatement:

The Nome City Ordinance 5.30.010 is quoted as follows" (a) The mayor, city engineer, chief of police, fire chief or city health officer may report to the city council that a particular building or structure constitutes a fire hazard, health hazard or public nuisance."

The purpose of this report is to present properties for consideration for abatement based on their condition as a Fire Hazard, Health Hazard or Public Nuisance as per the definitions set forth in Nome City Ordinance 5.30.030 Definitions.

The addresses of properties follow:

1) 107 East Tobuk Avenue (Hunter Bellamy)

2) 108 Federal Way (Stacy Hansen & Josette Bendickson)

3) 401 East M Street (Mark & Windrow Sackett)

4) 209 West Second Ave (David Jones) 5) 709 Out of The Way (Floy Gilder) 6) 508 Steadman (Jim West)

Report compiled by Cliff McHenry City of Nome Building Inspector

Item B.

CITY OF NOME ABATEMENT PROCEEDING CITY CLERK'S OFFICE

PHYSICAL ADDRESS:	107 East Tobuk Alley
TAX LOT NUMBER:	001.171.08
OWNER:	Hunter Bellamy
	PO Box 1517
	Nome, Ak 99762
MAILING ADDRESS:	
TELEPHONE:	UNK

NPD COMMENTS
2 calls for service
NVFD COMMENTS

DPW COMMENTS

Building in bad shape. Have seen homeless hanging out in derelict vehicles on property and there is an unsecured broken window on the side potentially giving access.

BUILDING INSPECTOR COMMENTS

Building in poor condition, not currently occupied. Foundation needs attention. Building not secured ,numerous vehicles on property .Fire Hazard and Public Nuisance as per NCO 5.30.030

NOME COMMON COUNCIL DECISION

102 Division Street
P.O. Box281
Nome, AK 99762
907.443.6663
www.nomealaska.org



phone 907.443.6663 fax 907.443.5349

September 12, 2023

Hunter Bellamy PO Box 1517 Nome, AK 99762

Re: NOTICE TO OWNER OF RECORD

Dear Sir / Madam,

During a recent windshield survey of Nome, your home was noted to have excessive debris and trash scattered about the lot (see the attached photos). Outdoor storage of junk is not permitted in the zoning district in which your property is located per NCO 18.110.010. Moreover, excessive trash, debris and junk vehicles constitutes a fire hazard and could serve as a barrier for emergency services to get to your property in the event of an emergency.

The City of Nome is requesting that you clean up your property before snowfall of the coming winter. The City provides incentives for doing so:

- 1. There is a \$100 "bounty" on junk cars & trucks and a \$25 "bounty" on ATVs / Snogos
- 2. The City coordinates two community clean ups each year, once in the spring and once in the fall. Dump trucks are placed in town, the monofill is open for extended hours free of charge and yellow trash bags are given out at City facilities to help clean up our town.

As part of City code, City staff maintain a list of properties which could constitute a fire hazard, health hazard or public nuisance. The Planning Commission reviews hazards and public nuisances throughout town and makes annual recommendations to the City Council on the abatement of public nuisances.

Your property has been placed on the abatement list for the reasons listed above. The City is hoping for voluntary compliance and use of the incentives listed above. However, failure to clean up your property will result in increasing enforcement action

A "public nuisance" is defined as any building or structure the condition of which is such as to reasonably endanger the safety of person or property of persons other than the owner of the building or structure, whether because of deterioration, dilapidation, or other cause whether or not the fault of the owner (Ord. O-93-6-6, 1 (part), 1994)

Although no action is currently pending against your property, this letter is to serve as notification that the above referenced property may be under review by the City of Nome in the near future as to whether it constitutes a public hazard or nuisance. Remedy will involve the following:

- Remove junk vehicles from the lot and dispose of them properly in the monofill
- Remove trash and debris around the perimeter of the property, allowing at least a five foot
 path to allow for fire safety and emergency access



phone 907.443.6663 fax 907.443.5349

Per NCO 5.30, if the above referenced property is recommended for abatement you will be notified not less than 14 days before the hearing in which the City Council will determine how to proceed. The owner or its agent may present evidence at the hearing demonstrating the property is accessible, safe, secure and structurally intact. Based on the evidence presented, the Council may or may not order the property abated.

Alternatively, you could take advantage of the incentives provided by the City of Nome to clean up your property.

Please contact the Clerk's Office or Building Inspector with any questions.

Sincerely,

CITY OF NOME

Cliff McHenry Building Inspector



February 14, 2024

Re: NOTICE TO OWNER OF RECORD

Dear Mr. Bellamy,

As you may be aware, rental housing can be difficult to find in Nome, pushing up prices and making hiring individuals from outside the community difficult. You may also be aware of the dilapidated condition of the structures on your property at:

107 East Tobuk Parcel # 001.171.08 Block 67 Lot 38 Plat 1904 Mar 4 PO Box 1157 Nome, AK

The goal of this letter is to encourage you rehabilitate, remodel, or otherwise refurbish your property to a standard where you could rent it out.

The Nome Common Council recently enacted ordinances incentivizing the rehabilitation of dilapidated structures and the construction of new rental housing (see the attached ordinances and application) as an alternative to traditional methods of addressing dilapidated houses – abatement.

City staff maintain a list of properties which could constitute a fire hazard, health hazard or public nuisance. The Planning Commission periodically reviews hazards and public nuisances throughout town and making recommendations to the City Council on the abatement of public nuisances.

A "public nuisance" is defined as any building or structure the condition of which is such as to reasonably endanger the safety of person or property of persons other than the owner of the building or structure, whether because of deterioration, dilapidation, or other cause whether or not the fault of the owner (Ord. O-93-6-6, 1 (part), 1994)

Although no action is currently pending against your property, this letter is to serve as notification that the above referenced property may be under review by the City of Nome in the near future as to whether it constitutes a public hazard or nuisance. Remedy will involve the following:

- Repair structure in accordance with current building code
- Secure all doorways and windows against unauthorized entry
- Remove trash and debris around the perimeter of the property, allowing at least a five foot
 path to allow for fire safety and emergency access

Per NCO 5.30, if the structure on the above referenced property is recommended for abatement you will be notified not less than 14 days before the hearing in which the City Council will determine how to proceed. The owner or its agent may present evidence at the hearing



phone 907.443.6663 fax 907.443.5349

demonstrating the property is safe, secure and structurally intact. Based on the evidence presented, the Council may or may not order the structure abated.

Alternatively, you could rehabilitate your property and take advantage of generous long-term tax breaks by refurbishing and converting the dilapidated structures into rental housing that will provide you an income stream for years to come.

Please contact the Clerk's Office or Building Inspector with any questions.

Sincerely,

CITY OF NOME

Cliff McHenry
Building Inspector
Cmchenry@nomealaska.org

CC: Glenn Steckman Nome City Manager March 14, 2024

RE: NOTICE TO OWNER OF RECORD

Mr. Bellamy,

I am enclosing a letter sent to you on February 14,2024 regarding your property at 107 East Tobuk (Parcel # 001.171.08). The letter was advisement that your property is being considered to be considered for abatement due to its dilapidated condition. The aforementioned letter explained the procedures and remedies to the abatement process, which you have the option to participate in.

A reply is recommended to forestall procedure with the abatement process. Contact information is supplied below.

Best Regards,

Cliff McHenry

Nome Building Inspector

CMcHenry@nomealaska.org

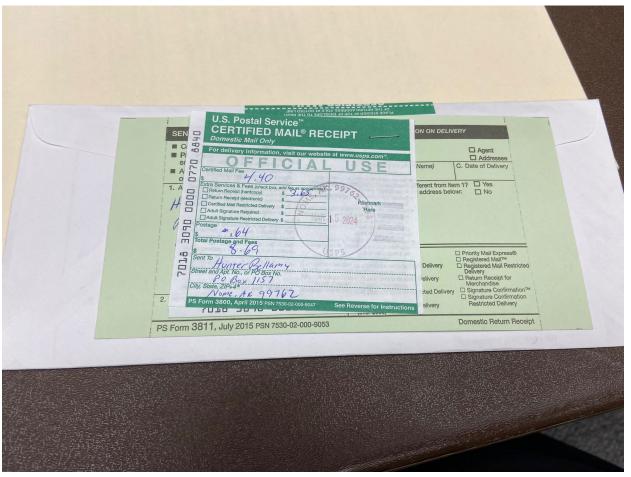
907-443-6604

CC:

Glenn Steckman

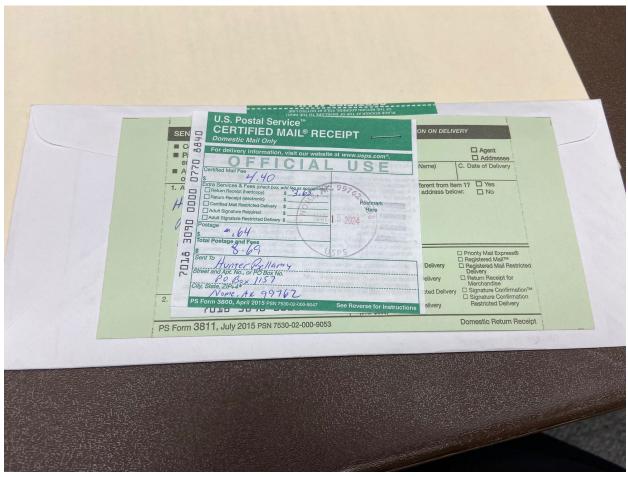
Nome City Manager

Ciften McHenry Brunt Hammend 203 East Tobuk Tuesday, June 18, 2024 4:30:38 PM



Sent from my iPhone

Cifen McHenry Brunt Hammond 203 East Tobuk Tuesday, June 18, 2024 4:30:38 PM



Sent from my iPhone

107 East Tobuk Alley – Hunter Bellamy – 001.141.21



CITY OF NOME ABATEMENT PROCEEDING CITY CLERK'S OFFICE

PHYSICAL ADDRESS:	108 Federal Way
TAX LOT NUMBER:	001.242.04
OWNER:	Stacy Hansen
	General Delivery
	Nome, AK 99762
MAILING ADDRESS:	
TELEPHONE:	UNK

MAILING ADDINESS.	
TELEPHONE:	UNK
NPD COMMENTS	
No calls for service	
NVFD COMMENTS	
DPW COMMENTS	
BUILDING INSPECTOR	COMMENTS
Building in poor cond	ition, not currently occupied. Foundation needs attention. Roof sagging and
	not appear suitable for habitation. Fire Hazard and Public Nuisance as per NCO
	of condition from neighbors.
NOME COMMON COL	INCII DECISION
TOTAL COMMISSION CO.	STOLE DECISION
1	

102 Division Street
P.O. Box281
Nome, AK 99762
907.443.6663
www.nomealaska.org



March 18,2024

Re: NOTICE TO OWNER OF RECORD

Dear Ms. Hansen,

As you may be aware, rental housing can be difficult to find in Nome, pushing up prices and making hiring individuals from outside the community difficult. You may also be aware of the dilapidated condition of the structures on your property at:

103 Federal Way Parcel # 001.242.04 Mailing Address General Delivery Nome, AK 99762

The goal of this letter is to encourage you rehabilitate, remodel, or otherwise refurbish your property to a standard where you could rent it out.

The Nome Common Council recently enacted ordinances incentivizing the rehabilitation of dilapidated structures and the construction of new rental housing (see the attached ordinances and application) as an alternative to traditional methods of addressing dilapidated houses – abatement.

City staff maintain a list of properties which could constitute a fire hazard, health hazard or public nuisance. The Planning Commission periodically reviews hazards and public nuisances throughout town and making recommendations to the City Council on the abatement of public nuisances.

A "public nuisance" is defined as any building or structure the condition of which is such as to reasonably endanger the safety of person or property of persons other than the owner of the building or structure, whether because of deterioration, dilapidation, or other cause whether or not the fault of the owner (Ord. O-93-6-6, 1 (part), 1994).

Although no action is currently pending against your property, this letter is to serve as notification that the above referenced property may be under review by the City of Nome in the near future as to whether it constitutes a public hazard or nuisance. Remedy will involve the following:

- Repair structure in accordance with current building code
- Secure all doorways and windows against unauthorized entry
- Remove trash and debris around the perimeter of the property, allowing at least a five-foot path to allow for fire safety and emergency access

Per NCO 5.30, if the structure on the above referenced property is recommended for abatement you will be notified not less than 14 days before the hearing in which the City Council will determine how to proceed. The owner or its agent may present evidence at the hearing demonstrating the property is safe, secure and structurally intact. Based on the evidence presented, the Council may or may not order the structure abated.



Phone 907.443.6663 Fax 907.443.5349

Alternatively, you could rehabilitate your property and take advantage of generous long-term tax breaks by refurbishing and converting the dilapidated structures into rental housing that will provide you an income stream for years to come.

Please contact the Clerk's Office or Building Inspector with any questions.

Sincerely,

Cliff McHenry Nome Building Inspector <u>CMcHenry@nomealaska.org</u> 907-443-6604 Desk 907-304-0414 Cell

CC: Glenn Steckman Nome City Manager

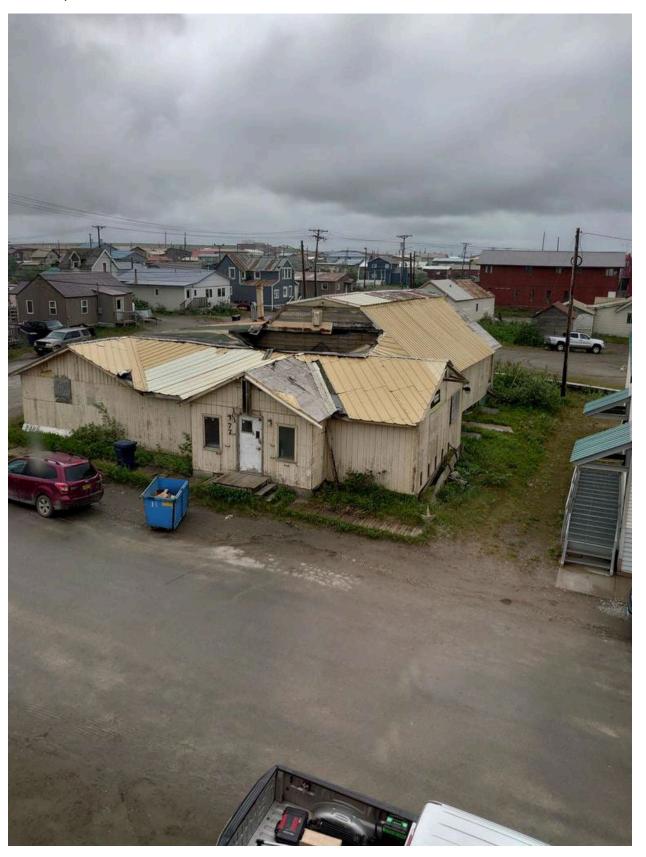
108 Federal Way – Stacy Hansen & Josette Bendickson – 001.242.04







Taken July 2021



Item B.

CITY OF NOME ABATEMENT PROCEEDING CITY CLERK'S OFFICE

	401 East M Street
PHYSICAL ADDRESS:	
TAX LOT NUMBER:	001.032.30
OWNER:	Mark Sackett (Deceased)
MAILING ADDRESS:	PO Box 1517 Nome Ak 99762
TELEPHONE:	

TELEPHONE:	
NPD COMMENTS	
NVFD COMMENTS	
DPW COMMENTS	
Snow accumulates on	vehicle abutting M Street, Items encroach ROW East 3 rd Street
BUILDING INSPECTOR	COMMENTS
	semi-trailer encroach ROW. Roofing on East structure abutting East 3 rd has
sheet metal roofing co	ming loose. Two structures within 10 foot fire separation create fire Hazard.
NOME COMMON COU	NCIL DECISION

102 Division Street
P.O. Box281
Nome, AK 99762
907.443.6663
www.nomealaska.org





September 12, 2023

Windrow Sackett PO Box 1294 Nome, AK 99762

Re: NOTICE TO OWNER OF RECORD

Dear Sir / Madam,

During a recent windshield survey of Nome, your home was noted to have excessive debris and trash scattered about the lot (see the attached photos). Outdoor storage of junk is not permitted in the zoning district in which your property is located per NCO 18.110.010. Moreover, excessive trash, debris and junk vehicles constitutes a fire hazard and could serve as a barrier for emergency services to get to your property in the event of an emergency.

The City of Nome is requesting that you clean up your property before snowfall of the coming winter. The City provides incentives for doing so:

- 1. There is a \$100 "bounty" on junk cars & trucks and a \$25 "bounty" on ATVs / Snogos
- 2. The City coordinates two community clean ups each year, once in the spring and once in the fall. Dump trucks are placed in town, the monofill is open for extended hours free of charge and yellow trash bags are given out at City facilities to help clean up our town.

As part of City code, City staff maintain a list of properties which could constitute a fire hazard, health hazard or public nuisance. The Planning Commission reviews hazards and public nuisances throughout town and makes annual recommendations to the City Council on the abatement of public nuisances.

Your property has been placed on the abatement list for the reasons listed above. The City is hoping for voluntary compliance and use of the incentives listed above. However, failure to clean up your property will result in increasing enforcement action

A "public nuisance" is defined as any building or structure the condition of which is such as to reasonably endanger the safety of person or property of persons other than the owner of the building or structure, whether because of deterioration, dilapidation, or other cause whether or not the fault of the owner (Ord. O-93-6-6, 1 (part), 1994)

Although no action is currently pending against your property, this letter is to serve as notification that the above referenced property may be under review by the City of Nome in the near future as to whether it constitutes a public hazard or nuisance. Remedy will involve the following:

- Remove junk vehicles from the lot and dispose of them properly in the monofill
- Remove trash and debris around the perimeter of the property, allowing at least a five foot
 path to allow for fire safety and emergency access



phone 907.443.6663 fax 907.443.5349

Per NCO 5.30, if the above referenced property is recommended for abatement you will be notified not less than 14 days before the hearing in which the City Council will determine how to proceed. The owner or its agent may present evidence at the hearing demonstrating the property is accessible, safe, secure and structurally intact. Based on the evidence presented, the Council may or may not order the property abated.

Alternatively, you could take advantage of the incentives provided by the City of Nome to clean up your property.

Please contact the Clerk's Office or Building Inspector with any questions.

Sincerely,

CITY OF NOME

Cliff McHenry Building Inspector



February 14, 2024

Re: NOTICE TO OWNER OF RECORD

Dear Mr. Sackett,

As you may be aware, rental housing can be difficult to find in Nome, pushing up prices and making hiring individuals from outside the community difficult. You may also be aware of the dilapidated condition of the structures on your property at:

401 East M Street Parcel 001.032.30 PO Box 1294 Nome. AK 99762

The goal of this letter is to encourage you rehabilitate, remodel, or otherwise refurbish your property to a standard where you could rent it out.

The Nome Common Council recently enacted ordinances incentivizing the rehabilitation of dilapidated structures and the construction of new rental housing (see the attached ordinances and application) as an alternative to traditional methods of addressing dilapidated houses – abatement.

City staff maintain a list of properties which could constitute a fire hazard, health hazard or public nuisance. The Planning Commission periodically reviews hazards and public nuisances throughout town and making recommendations to the City Council on the abatement of public nuisances.

A "public nuisance" is defined as any building or structure the condition of which is such as to reasonably endanger the safety of person or property of persons other than the owner of the building or structure, whether because of deterioration, dilapidation, or other cause whether or not the fault of the owner (Ord. O-93-6-6, 1 (part), 1994)

Although no action is currently pending against your property, this letter is to serve as notification that the above referenced property may be under review by the City of Nome in the near future as to whether it constitutes a public hazard or nuisance. Remedy will involve the following:

- Repair structure in accordance with current building code
- Secure all doorways and windows against unauthorized entry
- Remove trash and debris around the perimeter of the property, allowing at least a five foot path to allow for fire safety and emergency access

Per NCO 5.30, if the structure on the above referenced property is recommended for abatement you will be notified not less than 14 days before the hearing in which the City Council will determine how to proceed. The owner or its agent may present evidence at the hearing



demonstrating the property is safe, secure and structurally intact. Based on the evidence presented, the Council may or may not order the structure abated.

Alternatively, you could rehabilitate your property and take advantage of generous long-term tax breaks by refurbishing and converting the dilapidated structures into rental housing that will provide you an income stream for years to come.

Please contact the Clerk's Office or Building Inspector with any questions.

Sincerely,

CITY OF NOME

Cliff McHenry
Building Inspector
Cmchenry@nomealaska.org

CC: Glenn Steckman Nome City Manager



May 16, 2024

Re: NOTICE TO OWNER OF RECORD Sackett Property

Dear Sir / Madam,

As you may be aware, rental housing can be difficult to find in Nome, pushing up prices and making hiring individuals from outside the community difficult. You may also be aware of the dilapidated condition of the structures on your property at:

401 East M Street Parcel # 001.032.30 Mail address 201 North 10th Avenue Purcel OK 73080

The goal of this letter is to encourage you rehabilitate, remodel, or otherwise refurbish your property to a standard where you could rent it out.

The Nome Common Council recently enacted ordinances incentivizing the rehabilitation of dilapidated structures and the construction of new rental housing (see the attached ordinances and application) as an alternative to traditional methods of addressing dilapidated houses – abatement.

City staff maintain a list of properties which could constitute a fire hazard, health hazard or public nuisance. The Planning Commission periodically reviews hazards and public nuisances throughout town and making recommendations to the City Council on the abatement of public nuisances.

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Per NCO 5.30, if the structure on the above referenced property is recommended for abatement you will be notified not less than 14 days before the hearing in which the City Council will determine how to proceed. The owner or its agent may present evidence at the hearing



demonstrating the property is safe, secure and structurally intact. Based on the evidence presented, the Council may or may not order the structure abated.

Alternatively, you could rehabilitate your property and take advantage of generous long-term tax breaks by refurbishing and converting the dilapidated structures into rental housing that will provide you an income stream for years to come.

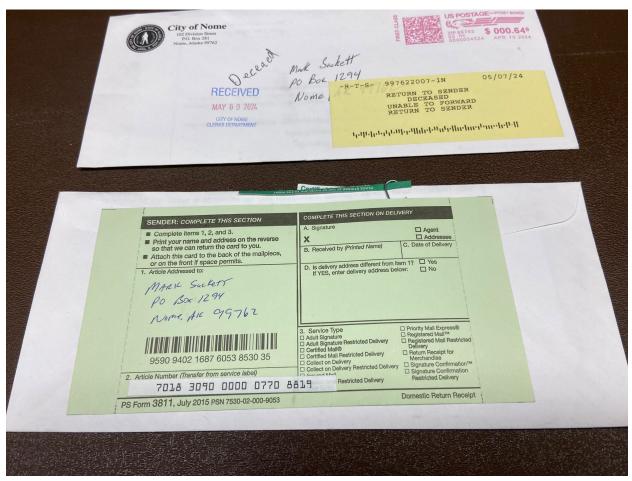
Please contact the Clerk's Office or Building Inspector with any questions.

Sincerely,

CITY OF NOME

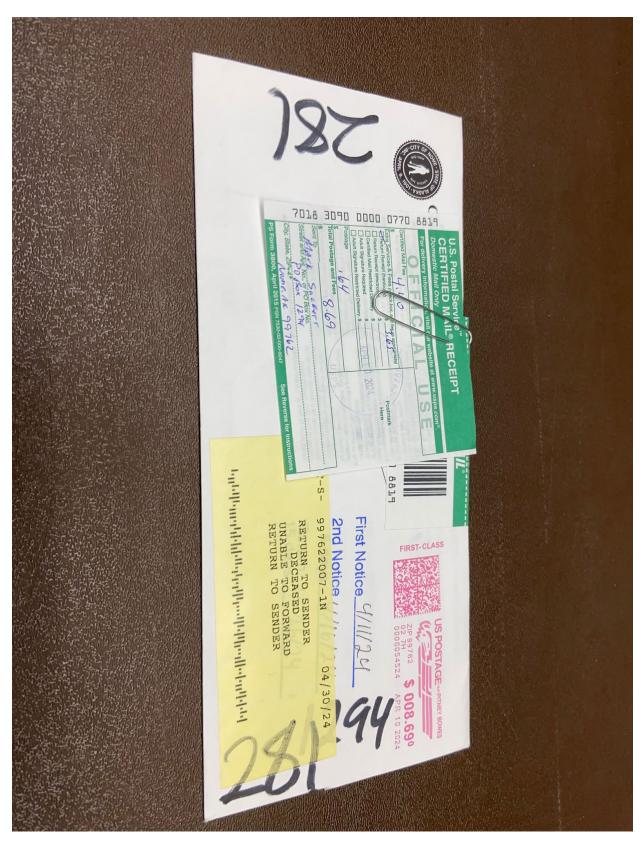
Cliff McHenry
Building Inspector
Cmchenry@nomealaska.org
Desk 907-443-6604
Cell 907-304-0414

Cc: Glenn Steckman City Manager Cifeo McHenry Bryant Hammond 401 East M Tuesday, June 18, 2024 4:05:20 PM



Sent from my iPhone

From: To: Subject: Clifton McHenry Bryant Hammond 401 East M Tuesday, June 18, 2024 4:06:22 PM



Sent from my iPhone

401 East M Street – Mark Sackett – 001.032.30



















Nome Post Cussy Kauer · 10h · 🔄

While checking out the tire pile in the yard, with each gust of wind the metal is lifting and curling back on this roof, east 3rd, was the Sackett building? FYI





? Patty Andersen and 4 others

3 comments





Comment



(~) Send



Cussy Kauer The whole section from the edge of the eave back past that white patch is litting

Item B.

CITY OF NOME ABATEMENT PROCEEDING CITY CLERK'S OFFICE

4/9/2024

PHYSICAL ADDRESS:	209 West Second Avenue
TAX LOT NUMBER:	001.241.50A
OWNER:	David Jones
	PO Box 1111
	Nome, AK 99762
MAILING ADDRESS:	
TELEPHONE:	UNK

NPD COMMENTS
No calls for service
NVFD COMMENTS

DPW COMMENTS

We've had trouble with materials and fencing on the right of way when doing snow removal and the lumber and deck are an attractive nuisance for kids in the neighborhood.

BUILDING INSPECTOR COMMENTS

Failed to neatly stack lumber from demolition as requested in previous abatement. Numerous nails protruding from lumber create hazard. Fencing protruding into Right of Way catches snow and impedes vision of motorists. Public nuisance as per Nome City Ordinance 5.30.030

NOME COMMON COUNCIL DECISION

102 Division Street
P.O. Box281
Nome, AK 99762
907.443.6663
www.nomealaska.org

209 West 2nd – David Jones (Csiki) – 001.241.50A



CITY OF NOME

ABATEMENT PROCEEDING

CITY CLERK'S OFFICE

PHYSICAL ADDRESS:	209 W. 2nd Ave		
TAX LOT NUMBER:	001.241.50A		
OWNER:	David Jones		
MAILING ADDRESS:	Box 1111, Nome, Alaska 99762		
TELEPHONE:	907-250-6789		
NPD COMMENTS: rough wood-leaning			
	the bearing wall on the east side detached from building, second story floor is being held up with bublic possible life safety issues for first responders, unstable structure.		
DPW COMMENTS: Received many complaints at Recommend abatement.	bout building. People were concerned that it would collapse. The building is not secure.		
	COMMENTS: t secure. The east wall is leaning on the neighbors building. There are numbers of holes in the illding is unsafe and unstable. I recommend it be abated.		
NOME COMMON COUN	CIL DECISION:		
102 Division Stree P.O. Box 281 Nome, AK 99762 907.443.6663			

From: Clifton McHenry

To: <u>Glenn Steckman</u>; <u>Bryant Hammond</u>

Subject: David Jones 4

Date: Wednesday, October 11, 2023 1:39:32 PM

Attachments: David Jones 4.doc

He has never responded to our requests . I could re send this letter registered and regular. Like to get it cleared before the snow fly's.. Cliff Please advise



June 22, 2022

David Jones 209 West Second Avenue PO Box 1111 Nome, AK 99762

Mr. Jones,

It has been noted you have failed to stack the lumber on your property as per your previous abatement of the property. Your cooperation is appreciated in accomplishing this task If you have any questions please feel free to contact me.

Best Regards, Cliff McHenry

Nome Building Inspector
443-6604 cmchenry@nomealaska.org

CC: Glen Steckman



September 1, 2022

David Jones 209 West Second Avenue PO Box 1111 Nome, AK 99762

Mr. Jones,

It has been noted you have failed to stack the lumber on your property as per your previous abatement of the property. As you have failed to proceed with this work I am including some information regarding failure to comply with the conditions of abatement from the Nome City Ordinances as follows:

5.40.140 Violations, penalties. SHARE

Except as otherwise provided, any person who violates any provision of this chapter is guilty of an infraction and upon conviction shall be fined in the amount set forth in NCO Section 1.20.040, or if no fine is there established an amount not to exceed three hundred

dollars, plus any surcharge required to be imposed by AS 12.55.039. Each thirty days of an infraction shall constitute a separate offense. Any violation of this chapter shall be a strict liability offense regardless of intent. (Ord. O-16-04-01A § 3 (part), 2016)

The City of Nome looks forward to hearing from you on this matter and resolving the issues.

Cliff McHenry

Nome Building Inspector 443-6604 cmchenry@nomealaska.org

CC: Glen Steckman





March 12, 2024

David Jones 209 West Second Avenue PO Box 1111 Nome, AK 99762

Mr. Jones,

I have included below a letter sent to you on September 1, 2022. As you have taken no action on this matter it would be appreciated if you respond to this letter. The letter follows below:

It has been noted you have failed to stack the lumber on your property as per your previous abatement of the property. As you have failed to proceed with this work I am including some information regarding failure to comply with the conditions of abatement from the Nome City Ordinances as follows:

5.40.140 Violations, penalties. SHARE

Except as otherwise provided, any person who violates any provision of this chapter is guilty of an infraction and upon conviction shall be fined in the amount set forth in NCO Section 1.20.040, or if no fine is there established an amount not to exceed three hundred

dollars, plus any surcharge required to be imposed by AS <u>12.55.039</u>. Each thirty days of an infraction shall constitute a separate offense. Any violation of this chapter shall be a strict liability offense regardless of intent. (Ord. O-16-04-01A § 3 (part), 2016)

The City of Nome looks forward to hearing from you on this matter and resolving the issues.

Cliff McHenry

Nome Building Inspector 443-6604 cmchenry@nomealaska.org

CC: Glen Steckman











March 8, 2023

TO: Floy Gilder PO Box 1957 Nome, AK 99762

RE: 709 Out of The Way

Mr. Gilder,

As the City Nome Building Inspector one of my duties is to address vacant structures within the Nome City limits. Your property at the above address is vacant and in poor condition. The City of Nome would appreciate your help in cleaning the exterior of the property of debris and ascertain it is secure against entry.

As you know Nome has a severe housing shortage and your property would be a good candidate for renovation. I would appreciate hearing from you and discussing your plans for the property. If you plan to do some improvements the City has an online Permitting Portal on the City website www.nomealaska.org.

Best Regards, Cliff McHenry

City of Nome Building Inspector 907-443-6604 or 907-304-0414 (Cell)

CC: Glen Steckman City Manager

February 8, 2024

Re: NOTICE TO OWNER OF RECORD

Dear Mr. Gilder

As you may be aware, rental housing can be difficult to find in Nome, pushing up prices and making hiring individuals from outside the community difficult. You may also be aware of the dilapidated condition of the structures on your property at:

709 Out of the Way Parcel 198.2.428 Plat 74-01 Lot 11 Block 10

The goal of this letter is to encourage you rehabilitate, remodel, or otherwise refurbish your property to a standard where you could rent it out.

The Nome Common Council recently enacted ordinances incentivizing the rehabilitation of dilapidated structures and the construction of new rental housing (see the attached ordinances and application) as an alternative to traditional methods of addressing dilapidated houses – abatement.

City staff maintain a list of properties which could constitute a fire hazard, health hazard or public nuisance. The Planning Commission periodically reviews hazards and public nuisances throughout town and making recommendations to the City Council on the abatement of public nuisances.

A "public nuisance" is defined as any building or structure the condition of which is such as to reasonably endanger the safety of person or property of persons other than the owner of the building or structure, whether because of deterioration, dilapidation, or other cause whether or not the fault of the owner (Ord. O-93-6-6, 1 (part), 1994)

Although no action is currently pending against your property, this letter is to serve as notification that the above referenced property may be under review by the City of Nome in the near future as to whether it constitutes a public hazard or nuisance. Remedy will involve the following:

- Repair structure in accordance with current building code
- Secure all doorways and windows against unauthorized entry
- Remove trash and debris around the perimeter of the property, allowing at least a five foot path to allow for fire safety and emergency access

Per NCO 5.30, if the structure on the above referenced property is recommended for abatement you will be notified not less than 14 days before the hearing in which the City Council will determine how to proceed. The owner or its agent may present evidence at the hearing



demonstrating the property is safe, secure and structurally intact. Based on the evidence presented, the Council may or may not order the structure abated.

Alternatively, you could rehabilitate your property and take advantage of generous long-term tax breaks by refurbishing and converting the dilapidated structures into rental housing that will provide you an income stream for years to come.

Please contact the Clerk's Office or Building Inspector with any questions.

Sincerely,

CITY OF NOME

Cliff McHenry
Building Inspector
Cmchenry@nomealaska.org

CC: Glenn Steckman Nome City Manager

Mr. Gilder

I am enclosing a letter sent to you on February 8,2024 regarding your property at 709 Out of the Way (Parcel # 198.2.428). The letter was advisement that your property is being considered to be considered for abatement due to its dilapidated condition. The aforementioned letter explained the procedures and remedies to the abatement process, which you have the option to participate in.

A reply is recommended to forestall procedure with the abatement process. Contact information is supplied below.

Best Regards,

Cliff McHenry

Nome Building Inspector

CMcHenry@nomealaska.org

907-443-6604

CC:

Glenn Steckman

Nome City Manager



March 14, 2024

RE: NOTICE TO OWNER OF RECORD

Mr. Gilder,

I am enclosing a letter sent to you on February 8,2024 regarding your property at 709 Out Of The Way (Parcel # 198.2.428). The letter was advisement that your property is being considered to be considered for abatement due to its dilapidated condition. The aforementioned letter explained the procedures and remedies to the abatement process, which you have the option to participate in. A reply is recommended to forestall procedure with the abatement process. Contact information is supplied below.

Best Regards,

Cliff McHenry
Nome Building Inspector

CMcHenry@nomealaska.org
907-443-6604
CC:
Glenn Steckman
Nome City Manager











Sent from my iPhone

Item B.

CITY OF NOME ABATEMENT PROCEEDING CITY CLERK'S OFFICE

4/9/2024

PHYSICAL ADDRESS:	508 Steadman
TAX LOT NUMBER:	001.221.01
OWNER:	James West
	PO Box 967
	Nome, AK 99762
MAILING ADDRESS:	
TELEPHONE:	UNK

NPD COMMENTS
No calls for service
NVFD COMMENTS

DPW COMMENTS

This building is an attractive nuisance and is located near a bus stop and on the route to the rec center and library.

BUILDING INSPECTOR COMMENTS

This unsecured building creates an attractive nuisance. Bags inside may pose a health hazard. Was placed on a previous Abatement List, but no action taken. Another building adjacent (to the South) has the same shortcomings.

NOME COMMON COUNCIL DECISION

102 Division Street P.O. Box281 Nome, AK 99762 907.443.6663 www.nomealaska.org

508 Steadman – James West – 001.221.01







August 30, 2022

Jim West, Jr PO Box 1074 Nome, AK 99762

RE: NOTICE OF ABATEMENT STATUS

Dear Property Owner,

This letter is intended to serve as notice that a public hearing will be held at the regular meeting of the Nome Common Council at City Hall at 7:00 PM on September 12, 2022 to determine if the property at:

- 104 West Fourth Avenue Residential Parcel 001.221.45 Lot 11A Block 91
- 508 Steadman Residential Parcel 001.231.01

constitutes a public nuisance or hazard. As part of this process, the City of Nome is required to notify the owner of record. Therefore, be advised that your building was recommended for abatement in accordance with the Nome Code of Ordinances Chapter 5.30.

The section of the report concerning your property is attached. The full report may be viewed in the agenda packet of the August 22, 2022 Common Council meeting at www.nomealaska.org/meetings, pages 66 – 96.

"Public Nuisance" means any building or structure the condition of which is such as to reasonably endanger the safety of person or property of persons other than the owner of the building or structure, whether because deterioration, dilapidation, or other cause whether or not the fault of the owner.

The aforementioned <u>hearing will be your opportunity to make comments or provide proof that the deficiencies reported have been substantially remedied, or that steps to remedy the deficiencies have been taken.</u>

If you would like to discuss the matter beforehand, please don't hesitate to call 443-6663 with any questions.

Sincerely,

CITY OF NOME

Bryant Hammond, City Clerk

Jim West 508 Steadman Residential Parcel 001.231.01

- Unsecured doors allowing access to interior.
- Structure appears on verge of collapse.
- Building constitutes a fire hazard as per NCO 5.30.030.
- Violation of NCO 18.50.20 item h "not including junk".



NPD: 0 Police Responses 2022, 2021, 2020

NVFD: none received

DPW: This property is close to a bus stop and on the main route to the library and rec center. As such it has a higher than average amount of children passing by and could be considered an attractive nuisance.



ABATEMENT HEARING

OWNER OF RECORD: JIM WEST, JR

A public hearing will be held at the regular meeting of the Nome Common Council on <u>September 12 at 7:00PM</u> to hear comments from the public regarding whether your property at 508 Steadman Residential Parcel 001.231.01 constitutes a public nuisance. As part of this process, we are required to notify the owner of record. Therefore, be advised that your building was recommended for abatement in accordance with the Nome Code of Ordinances, Chapter 5.30.

"Public nuisance¹¹ means any building or structure the condition of which is such as to reasonably endanger the safety of person or property of persons other than the owner of the building or structure, whether because of deterioration, dilapidation, or other cause whether or not the fault of the owner.

The aforementioned hearing will be your opportunity to make comments or provide proof that the deficiencies reported have been substantially remedied, or that steps to remedy the deficiencies have been taken.

Feel free to call 443-6663 if you'd like to discuss the matter beforehand.

CITY OF NOME CITY CLERK'S OFFICE

Clifton McHenry Broant Harrmond 508 Steadman Tuesday, June 18, 2024 4:14:58 PM



Sent from my iPhone

Mayor

John K. Handeland

Interim City Manager

Brooks Chandler

City Clerk
Dan Grimmer



102 Division St. • P.O. Box 281 Nome, Alaska 99762 (907) 443-6663 Fax (907) 443-5349

Nome Common Counci

Item C.

Mark Johnson
Adam Martinson
Scot Henderson
Cameron Piscoya
Maggie Miller
Kohren Green

MEMORANDUM

Date: December 5, 2024

To: Brooks Chandler, Interim City Manager From: Nickie Crowe, Finance Director Subject: FY26 Quarterly Budget Process

In recent Council meetings there has been an interest in quarterly budgeting. I've contacted Caselle and inquired on the budget capabilities of our current accounting software. I've been able to confirm that quarterly budgeting is an option.

Quarterly budgeting will change our current budget process. Budget templates will need to be updated to show department heads their spending trend. Each individual GL account will need to be analyzed to provide a spending pattern by quarter. We cannot just take a line item total and divide by four. The initial set up will take Finance additional time. We normally start our budget process in late January / Early February. Finance will need to begin building these templates NOW in order to have them ready by early February for department head review/additions/changes.

Another major component of the budget are the annual payroll calculations. In my estimate, it normally takes about 40 hours to build the projected annual payroll budget. Calculations will now need to be modified by quarter, which includes how many working days in a quarter multiplied by how many hours worked in a day and then multiplied by hourly pay rates, as well as paying attention to upcoming anniversary dates and where those increases fall in the quarter. These calculations are done for each employee individually. My best estimate is this will now take 80-120 hours. This process will also need to start sooner than normal.

Department heads also need to be updated on how quarterly budgeting changes their spending process. Do quarterly budgets represent hard limits for spending? Are quarterly budgets to be used as a guide for spending, however purchase order approvals are still based on annual budget available? If revenue is not meeting quarterly projections, do we need to set up a new process for limiting spending or do we continue to balance each quarter with a transfer from Fund Balance/savings? I'm sure more questions will arise as we go through this process.

The Finance department has a very small staff with limited time due to an already heavy workload. I would request that this budget process change start in FY26 with the General Fund only.

FY2025 Approved General Fund Exp		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Administration								300 030 53	114 5 1 1 Was Manager Franch
11.6210.1101	Salaries - City Manager, Asst City Manage	92,695.33	157,986,23	163,006.43	131,409,44	265,149.14	184,423.93		1 Manager - Exempt, 1 Asst. Manager Exempt
11.6210.1102	Salaries - Executive Asst, HR	44,031.64	144,937.27	148,367.44	126,120.12	173,568.32	179,858.26	283,934.00	1 Exec Assistant, 1 HR Manager, 1 Project Manager
11.6210.1103	Salaries - Finance	191,694.23	277,511_34	289,242.25	225,482.66	304,575.12	279,589,63	265,076.80	1 Fin Dir, 1 Asst Fin Dir, 1 Acctg Tech, 1 Acctg Clerk 50% FIN, 1 OM/Acctg Tech 50% FIN, 1 Acctg Tech II 20% FIN, 1 Acctg Tech 8Hr per week - shared with EMS (20% Cost Share with Port)
11.6210.1201	Salaries - Overtime	20,267.93	6,095.58	3,540.65	11,336.52	5,000.00	15,000.00	5,000.00	
11.6210.1411	Accrued Personal Lv Mgr	2,753.85	2,682.00	3,211.17	7,133.07	3,738.41	9,133.07	8,458.45	The state of the s
11.6210.1412	Accrued Personal Lv Admin/HR		3.			2,181.63	2,181.63	7,257 24	
11.6210.1413	Accrued Personal Ly Finance	733.93	6,347.18	6,584.45	31,914.21	9,599.87	29,980.76	8,763.81	
11.6210.1421	Health Insurance - Admin	56,678.64	117,386.95	140,794.29	92,869.71	187,180,47	125,482.14	155,426.40	
11.6210.1421	Life Insurance - Admin	558.77	736.79	366,95	705.42	989.05	785.73	1,038.31	
the state of the last of the state of the st	FICA/Medicare - Admin	26,959.69	45,489,84	46,211.29	40,269.40	57,244.38	53,008,38	65,712,67	
11.6210.1441	PERS - Admin	109,420.83	165,351.43	147,354.60	108,244.21	164,624.33	149,083.94	188,977.54	
11.6210.1461	Workers' Comp Ins - Admin	1,010.18	1,519.84	1,780.26	2,097.67	2,170.05	2,170.05	3,092,36	
11.6210.1471	Subtotal Salaries & Benefits:	546,805.02	926,044.45	950,459.78		1,176,020.77	1,030,697.52	1,302,716.10	
	Suptotal Salaries & Belletits.	340,003.02	520,011115						
11 5210 1530	Vehicle Insurance	874.00	909.00	1,737.09	957.00	957.00	957.00	2,500.00	2022 Ford Expedition, 316, 2024 Ford Expedition, 99 Sub
11.6210,1520	Property/Building Insurance	1,617.50	2,086.00	2,577.50		3,418.00		3,893.00	
11.6210.1530	Public Official Insurance/Bond	750.00	750,00	750,00	2,250.00	750,00		750.00	*F24 CM \$750 & Finance Dir for Grant \$1500
11.6210.1540	and the state of t	27,471.73	29,462.54	38,595.08		31,700.00	31,700.00	36,625.00	Base Fee \$32875, GASB 87 & GASB 96 - Shared with Port
11.6210,1810 11.6210,1830	Audit/Accounting Legal Services	26,819.83	27,768.67	51,676.07	66,184.80	35,000.00		60,000.00	*NSHC
11.6210.1870	Other Professional/Contract Sv	13,463.83	14,588.90	18,988.77	18,875.93	20,000.00	19,000.00	39,660.00	Caselle \$8540, Canon \$3360, Pitney Bowes \$780, LocalGov Online Sales Tax Portal Shared with Clerk \$3978, Caselle Training \$3000, Public Information Officer \$20,000
	XX.040X3	5,309.10	7,294.35	7,197.60	6,798.82	6,000.00	6,000.00	7,500.00	*Increase in RFP notices
11.6210.1940	Advertising	3,309.10	7,254,55	7,137,00	0,730,02				Employment Ads
11.6210.1945	Advertising - HR								
11.6210.1950	Buildings/Land Rental	8,400.00	6,065.99	10,254.22	7,227.15	8,500.00	7,500.00	27,000.00	2 City Apartment 12 mo - Rent Increase Jan 1 \$1050/\$1200 Fastwyre \$1600, NJUS \$1625, AT&T Cell \$1085, GCI LD \$1200,
11.6210.2010	Communications	6,350.34	5,179.41	5,913.72	4,338.92	6,000.00	6,000.00	6,000.00	FD Data \$480
11.6210.2012	Computer Network/Hardware/Soft	852.36	2,936.29	6,572.02	8,149.65	1,500.00	2,200.00	6,500.00	\$4500, Accessories \$500
11.6210.2020	Dues & Memberships	3,108.99	808.00	2,571.37	1,251.17	2,500.00	2,850.00	2,850.00	AMMA Dues \$200, SHRM \$219, ICMA Dues \$1225, LogMeIn \$700, AGFOA \$95, GFOA \$160, PHR \$250
11.6210.2030	Travel & Training - Admin	224.00	8,607.26	8,871.42	8,868.11	7,500.00	8,000.00	8,000.00	
11.6210.2031	Travel & Training - Finance	302.63	390,00	4,503.00	8,346.18	7,500.0	11,500.00	7,500.00	GFOA Cert Program, Excel, Staff Travel
11.6210.2032	Travel & Training - HR			1,186.26	1,566.60	3,500.0	3,000.00	3,000.00	SHRM Training Conf
11.6210,2070	Office Supplies	3,613.93	2,761.83	1,538.42	2,304.16	2,000.0	3,000.00	2,000.00	
11.0210,2070	Office supplies								Boynton Copy Fees \$2000, Purchase Power Supplies, Safeway,
11.6210.2071	Operating Supplies	15,154.10	16,833.06	16,326.72	15,839.18	17,000.0	16,500.00	16,500.00	Employee Holiday Gift \$10000
11.6210.2704	Recruitment						5,000,00	5 500 00	Fall/Spring Clean Up
11.6210.3010	Sponsorship/Donation/Contrib	3,207.70	5,560.44	7,316,53			1 2 4 4 7 4 6 7 4 7 7 8 7 8 8 7 8 8 7 8 8 7 8 8 7 8 8 7 8 8 7 8 8 7 8 8 7 8 8 8 7 8 8 8 7 8 8 8 7 8		
11.6210.4010	Gas & Oil Supplies	315.33	580.85	988.25				-	
11.6210.4020	Vehicle/Eq Parts & Supply	320.44	189.08					-	
11.6210.4030	Vehicle/Eq Maintenance	211.75	3		- 0.	1,000.0		and the second s	
11.6210.4040	Vehicle Regis & Permits	10.00	10.00					ed ,	
11 6210 4050	Small Tools & Equipment			- 4					

Item C.

FY2025 Approve General Fund Ex	_	F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
11.6210.4060	Tools & Eq Repair & Maint				4				
11.6210.7001	Salaries - Admin (Bldg Mtnc)								
11.6210.7002	Salaries - Janitorial	*:	8.	*2	2				ATE I L COSE FOR B. II
11.6210.7005	Building Maint Contracts	292.07	952.50	103.75	456.79	200.00	500.00	500.00	Yukon Fire Annual Fire inspection \$75, Labor \$325; SOA Boiler Cert \$60
11.6210.7010	Bldg Maint Materials & Supply	1,439.99	3,458.07	2,089.97	703.44	4,500.00	2,000.00	2,500.00	Painting
11.6210.7011	Janitorial Services & Supplies	208.90	2,263.41	233.27	223.03	500.00	500.00	400.00	
11.6210.7020	Building Utilities 50%							(e)	
11.6210.7021	Utilities - Electric	9,183.43	11,068.25	12,945.70	8,900.19	12,000.00	10,000.00	10,800.00	
11.6210.7022	Utilities - Water	1,108.60	1,077.60	1,059.00	1,313.40	1,100.00	1,100.00	1,080.00	
11.6210.7023	Utilities - Sewer	528,41	491.16	468.90	907.78	500.00	500.00	490.00	
11.6210.7024	Utilities - Garbage	434.35	431,34	452.20	371.69	455.00	455.00	455,00	THE RESIDENCE OF THE PARTY OF T
11.6210.7025	Utilities - Heat	4,931.04	6,010.00	11,203.83	7,421.54	8,160.00	15,606.00		8,500 gal (8,500 x \$4.59 = \$39,015 x .51 = \$19,897.65 x 50%)
11.6210.7540	Banking / Credit Card Fees	970.54	289.30	210.74	749.02	1,200.00	750.00	750.00	Monthly Analysis Fees, Local Gov Banking Fees
11.6210.8030	Machinery & Equipment					(4)			
	Total Administration:	684,279.91	1,084,867.75	1,167,183.82	989,885.20	1,367,080.77	1,263,003.52	1,571,387.93	

Y2025 Proposi General Fund R		F21 Actuals	F22 Actuals	F23 Actuals	F24 YID Actuals @ 4,30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Proposed Budget	Budget Notes
11.3365.0016	Donations - Pub Wrks Bldg						/	32	
11 3365.0017	Donations - Recreation Ctr		-	5,450.00					
11 3365.0018	Donations - Animal Shelter		(4)					2 000 00	
11.3365.0019	Donations - Clean Up	1,000.00		2,000.00	1,000.00	2,000.00	2,000.00	2,000.00	
11.3365.0020	Donations - PWKS Roads		-4°c					137	
11.3365.0021	Donations - Pool		7(2)		*:		7		
11.3365.0022	Donations - Housing Support			20.00					
Sale of Genera	l Fixed Assets				42 400 00		42,400.00		
11.3392.0001	Sale of Property/Easement	46,119.73	292,960.47	155,800.00	42,400.00		42,400.00		
11.3392.0002	Sale of Equipment, Supply,Ins		6,500.00		4 350.00		1,250.00	2	
11.3392.0003	Sale Equipment Police				1,250.00		1,250,00		
11.3392.0004	Sale Equipment Rec Center	·							
Transfers - Inte									
11.3888.8810	Transfers In - Debt Service								
11,3888 8820	Transfers in - Other Funds								
Proceeds from	Issuance of a Lease/Insurance		10.054.47			48,500,00	48,500.00	48,500.00	GASB 87 Placeholder
11.3393.0001	Proceeds: Issuance of Leases		48,254.17			-10,500100			Estimated Public Works Insurance Proceeds split
11,3393.0002	Proceeds: Insurance				114,120.12		114,120.12	100,000.00	between General Fund and Capital Projects
Fund Balance	Appropriation							55 8	
11.3999.9992	Fund Bal Approp Carry Forward								
11.3999.9993	Fund Bal Approp PERS Reserve		-					-	
11.3999.9994	Fund Bal Equip Rplc-NPD+Mayor						77		
11.3999.9995	School Constr Fund Approp	*		*	-				
11.3999.9996	Fund Bal Approp Port Loan					-			
11.3999,9997	Fund Bal Approp Landfill		(*		-	185,000.00	357,000.00	188,900.00	
11.3999.9998	Fund 8al Approp Equip/Vehicle				- :	1,672,773.46		2,066,700.97	
11.3999.9999	Fund Balance Appropriation Total Revenue:	13,184,272.46	13,767,858.85	15,027,040.18		16,574,364.73		17,813,567.33	



MEMORANDUM

DATE: December 5, 2024

TO: City Council

FROM: Brooks Chandler, Interim City Manager

SUBJECT: Quarterly Budget

Here are some items which Administration would like Council input on as the process of preparing a quarterly budget for FY 26 proceeds. Council can refer to sample pages from the FY 25 budget for context:

- 1. Desired format- should the current formatting be retained with separate columns for each quarter OR should entirely separate budgets for each quarter be prepared? If additional columns are added the spreadsheet may be more user friendly if some of the prior fiscal year columns are eliminated.
- 2. What is Council's intent as to the quarterly spending line items? If a quarterly appropriation in the budget has been reached does "going over" require an amendment approved by Council or will the finance department and the city manager be pre-authorized to move funds between budget quarters until the total spending limit for the fiscal year for that budget line item has been reached?

Final direction on these details is not necessary at this meeting but it is better to consider these types of details in advance of presentation of the initial draft budget to city Department Heads.



MEMORANDUM

DATE: December 5, 2024

TO: City Council

FROM: Brooks Chandler, Interim City Manager

SUBJECT: R-24-12-01 Taxicab Licenses

This is another case of seeing something slightly off in City operations and wanting to fix it. City code set a limit of 13 taxicab permits in 2005. In 2017 the City Council rescinded 2 licenses by resolution. Since then 5 other licenses were revoked.

City code says "[u]pon lapse or revocation of a taxicab license, the council shall determine whether the number of authorized licenses shall be reduced." The resolution before Council is intended to meet this code requirement. If Council adopts the Resolution the limit will remain 13. If Council desires to reduce the limit the city clerk will proceed to prepare an ordinance amending code to reflect the lower limit.

There is a practical impact of adopting the Resolution. City code says "If the number of authorized licenses is not reduced, the lapsed license shall be determined by lot in a public drawing conducted by the city clerk". This means someone wanting to enter the taxi business in Nome would have an opportunity to become eligible to apply for a taxicab license through participating in a drawing.

Item D.

Presented By: City Manager

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Action	1	ZOn
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Yes	
No	
Abstain	

CITY OF NOME, ALASKA

RESOLUTION NO. R-24-12-01

A RESOLUTION OF THE NOME COMMON COUNCIL DETERMINING WHETHER THE NUMBER OF AUTHORIZED TAXI CAB LICENSES SHALL BE REDUCED AND AUTHORIZING THE CITY CLERK TO DETERMINE ELIGIBILITY TO APPLY FOR A LICENSE BY LOT

WHEREAS, Nome Code of Ordinances (NCO) regulates the operation of taxi cabs within the City of Nome, requiring the proper licensure for both company and driver; and

WHEREAS, taxi cab licenses must be renewed annually, as licenses expire on the 31st Day of December each year; and,

WHEREAS, two taxi cab licenses were rescinded from the operating taxicab companies by way of Resolution 17-03-01; and,

WHEREAS, five taxi cab licenses, (T-11031-A, T-11031-B, T-11031-C, T-11031-D, & T-11031-E) issued to Mr. Kab A2B in 2020, were revoked November 17, 2020; and,

WHEREAS, the previous owner of said licenses failed to appeal the City Clerk's determination of revocation in the time specified by NCO 3.10.107; and,

WHEREAS, NCO 3.10.090(e) provides for a process upon the lapse or revocation of a license; and,

WHEREAS, upon revocation or lapse of a license, the Council shall determine whether to reduce the number of authorized licenses; and,

WHEREAS, if the number is not reduced, the lapsed licenses shall be determined by lot in a public drawing conducted by the City Clerk.

NOW, THEREFORE, BE IT RESOLVED;

- 1. That the Nome Common Council has decided against reducing the number of authorized licenses; and,
- 2. The City Clerk's Office is hereby authorized to hold a public drawing by lot, as provided by Nome Code of Ordinances Section 3.10.090(c), to determine who is eligible to apply for any of the 7 previously revoked licenses.

APPROVED and **SIGNED** this 9th Day of December, 2024.

	JOHN K. HANDELAND, Mayor
ATTEST:	
DAN GRIMMER, City Clerk	



MEMORANDUM

DATE: December 6, 2024

TO: City Council

FROM: Brooks Chandler, Interim City Manager

SUBJECT: 2025-2027 Collective Bargaining Agreement

Administration recommends Council approve the Collective Bargaining Agreement negotiated with the City of Nome Employees Association. Here is a summary of the most significant changes from the 2002-2024 Agreement.

Wages- 8.2% increase on January 1, 2025. 3% increase on January 1, 2026. 4% increase on January 1, 2027. This is a significant change from past CBA's which fixed wage rates over the entire term of the CBA apart from annual merit increases. The 8.2% increase was based on Alaska specific inflation since 2022 less the 2023 Council approved 3.8% inflation adjustment. The ensuing raises are intended to avoid employees falling behind the inflation curve and to gradually increase entry level pay.

Shift Differentials- 10% increase from current levels.

Bereavement Leave- increases from 2 days to 3 days.

Field Training Officer Pay- The additional hourly pay for working as a Field Training Officer will go to \$2 per hour from \$1 per hour.

Annual Bonus- In addition to an hourly pay rate increase employees will receive a \$500 annual bonus on their anniversary date. It is hoped that this will increase workforce stability through reduced employee turnover. This replaces the \$1,000 signing bonus provision of the last CBA.



phone 907.443.6663 fax 907.443.5345

Health Insurance- The "cap" on employer paid health insurance is increased from \$2,300 per month to \$3,000 per month. This reduces insurance expenses of employees who insure their family members. A City-Union committee will be resurrected to review health insurance options prior to the next renewal date.

Cost- The cost impact is significant. The Finance Director estimated the increase in total wages from current levels over the entire term of the CBA at \$2.1 million dollars. The majority of that total increase occurs in FY 27. The immediate increase can be covered through a transfer from the City's fund balance. But beginning with consideration of the FY 26 budget the City Council will face very difficult decisions regarding raising tax revenues and decreasing expenses from current levels in order to pay for these negotiated wage increases. That being said administration believes the negotiated CBA is an accurate reflection of the cost of providing public services to Nome citizens during the next 3 years.



COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF NOME EMPLOYEES ASSOCIATION,

LOCAL #6141, APEA/AFT(AFL-CIO)

THE CITY OF NOME
JANUARY 1, 2025 - December 31, 2026

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for, and this Agreement shall cover those bargaining unit employees whose job classifications are set forth in Appendix A to this Agreement.
- 1.2 This Agreement excludes from the bargaining unit and does not cover non-bargaining unit employees and employees in Nome Joint Utility System bargaining units. The City's non-bargaining unit employees include the following positions:

City Manager Chief of Police City Clerk **Finance Director** City Manager's Executive Assistant **Public Works Superintendent** Director of Parks and Recreation Fire Marshall Harbormaster **Building Inspector** City Engineer Deputy Police Chief Port Director **Projects Manager** City Planner **Assistant City Manager** HR Manager

- 1.2.1 When the appointed library director position established by Nome Code of Ordinances Section 2.40.140 next becomes vacant that position shall be included in the City's non-bargaining unit employees and shall be removed from the bargaining unit job classifications listed in Appendix A.
- 1.3 In the event of disagreement between the parties regarding inclusion or exclusion of a new position in the bargaining unit, the dissatisfied party shall petition the Alaska Labor Relations Agency for a unit clarification hearing to decide the placement of the questioned position.
- 1.4 Definitions.
 - 1.4.1 Represented Employees. The following employees are covered by this Agreement:
- a. <u>Probationary Employee</u>. A probationary employee is an employee who is working during the first six (6) months of employment with the Employer from the most recent date of hire.
- b. <u>Regular Full-Time Employee</u>. A regular full-time employee is an employee who has completed probationary status and is scheduled to regularly work thirty (30) or more hours per workweek.

- c. <u>Regular Part-Time Employee</u>. A regular part-time employee is an employee who has completed probationary status and is regularly scheduled to work less than thirty (30) hours per week. Regular part-time employees receive all benefits provided under this Agreement except that leave accruals and holiday pay are prorated on the basis of the employee's scheduled workweeks.
- d. <u>Temporary Employee</u>. A temporary employee is an employee who when hired by the Employer is advised that the employment is of a temporary nature. Temporary employees shall be accorded all provisions of this Agreement, except that they shall not receive insurance, leave accrual and retirement. If the Temporary employee's employment exceeds six (6) consecutive months, the employee will become a regular, part-time or full-time employee.
 - 1.4.2 <u>Unrepresented Employees and Persons</u>. The following persons are not covered by this Agreement:
- a. <u>Independent Contractors</u>. An independent contractor is a person who performs services for the City of Nome as an independent contractor, as defined by applicable law, and not as an employee.
- b. <u>Casual Employees</u>. Employees hired on an intermittent or short-term, basis for periods of less than 30 days per year are considered casual employees.
- c. <u>Grant Employees</u>. Employees hired by the City to perform services for the duration of a discreet, non-renewing state or federal grant such as construction projects, are considered grant employees. This does not include employees of the City who occupy customary and usual job classifications listed at Appendix A or perform services under continuing grants and who have a reasonable expectation of continued employment with the City.
 - d. <u>Seasonal Employees</u>. Employees who are classified in the budget as seasonal employees.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 It is recognized that the Employer retains the right, except as otherwise expressly provided in this Agreement, to manage the affairs of the City of Nome and to direct its work force. Such functions of the Employer include, but are not limited to:
 - a. Recruit, examine, select, promote, transfer and train employees of its choosing, and to determine the methods of such actions;
- b. Assign and direct the work, develop and modify class specifications, as well as assignment of the salary range for each classification and allocate positions to those classifications, determine the methods, materials and tools to accomplish the work, designate duty stations and assign employees to those duty stations;
- c. Reduce the work force due to lack of work, funding, or other cause consistent with efficient management, discipline, suspend, demote or dismiss employees for just cause;

- d. Establish reasonable work rules, assign the hours of work, and assign employees to shifts of its designation.
- 2.2 All of the functions, rights, powers and authority of the Employer not specifically abridged, delegated or modified by this Agreement are recognized by CNEA as being retained by the Employer.

ARTICLE 3 - UNION RIGHTS

- 3.1 Up to three (3) bargaining unit members may be designated by CNEA as Employee Representatives, and the Employer shall recognize them as representatives of the CNEA. The Union will submit the names of the designated representatives in writing, and will update the list at the time of any change. The Employee Representatives must perform work for the Employer to the same extent as any other employee in the same job classifications.
- 3.2 The Employer shall make up to nine (9) hours per month during working hours available to the Employee Representatives to handle grievances, provide information concerning CNEA to new Employees or for union training. This time shall be considered "business leave" and shall accumulate but not exceed a total of 108 hours a year for the CNEA. This time shall be paid at the employee's straight time rate and shall not count toward the calculation of over time. Normal protocol will be observed with their supervisor prior to engaging in duties as Employee Representative. Employee Representatives shall, wherever possible, conduct representation duties outside the presence of other employees. Limits on time spent during working hours do not apply to elected employee negotiators during contract negotiations. Reasonable time spent preparing for and conducting contract negotiations is business leave.
- 3.3 CNEA representatives who are not employees of the City shall be authorized and empowered to speak for the CNEA in all matters governed by this Agreement. Upon reasonable advance notice from a Union representative to the City Manager or designee, the Union representative may visit the premises of the Employer for the purpose of ascertaining whether the Agreement is being observed.
- 3.4 Where there is appropriate meeting space in buildings owned or leased by the Employer, this space may be used for meetings during non-business hours by the Union, provided that a request is approved in advance pursuant to the rules of the department concerned.
- 3.5 The Employer shall furnish to the Union a list of employees and their addresses in the City twice yearly at no cost to the Union. The first such listing will be furnished as soon as possible after execution of this Agreement. The Employer shall furnish to the Union a list of employees and their addresses at other reasonable times on request from the Union. The Union will pay the cost of such additional lists.

ARTICLE 4 - HIRING

- 4.1 The Employer has the absolute right when vacancies occur, or when it determines that new employees are needed to perform any work covered by this Agreement, to consider any candidates it deems eligible and qualified. The Employer is not limited in the sources it may utilize in obtaining such employees.
- 4.2 The Employer retains its right to promote or transfer employees as it deems necessary and appropriate. If the Employer decides to mandatorily reassign an employee, the employee shall not suffer

a reduction in the regular hourly wage rate.

4.3 An employee who voluntarily terminates his position in good standing while holding a regular position may be rehired with the City of Nome within twelve (12) months from the employee's date of separation and shall not suffer a reduction in personal leave accrual and maintain their previous step while returning only to the same position.

ARTICLE 5 - UNION SECURITY AND DUES CHECK OFF

5.1 CNEA owes all Represented Employees the same responsibilities and is to provide benefits and services to all represented Employees.

An employee representative or Local Union Officer will be allowed to meet with the newly hired employee for up to one (1) hour after the City's new employee orientation. The meeting will be conducted within the first two weeks of employment. Union business leave may be used to cover the time spent on the meeting.

- 5.2 The Employer will not negotiate with any Employee or organization other than CNEA with reference to terms and conditions of employment of Employees in this Unit.
- 5.3 Employees covered by this Agreement will have dues, initiation fees or other Employee benefits under this section deducted from the pay to which they are otherwise entitled. Such deductions will be transmitted to the Alaska Public Employees Association (APEA/AFT) along with a list detailing the purpose and names of the Employees from whose pay the deductions were made. Other deductions for Union sponsored benefits programs may be included by mutual agreement. The Employee shall authorize such payroll deductions by a check-off form provided by APEA/AFT. The Employer shall make the deductions so authorized and promptly forward these deductions to APEA/AFT.
- 5.4 No other Employee organization shall be accorded payroll deduction privileges with regard to the City Employees under this Agreement.
- 5.5 The Business Manager of APEA/AFT shall immediately notify the City Manager in writing of any increase or decrease in authorized dues, and the Employer shall make the appropriate changes in payroll upon the Employee's authorization.
- 5.6 CNEA agrees to hold the Employer free from all liability in connection with the collection of dues except that the Employer shall be held to the exercise of ordinary diligence and care in transmittal of the monies to APEA/AFT.

ARTICLE 6 - WAGES

- 6.1 The minimum straight-time hourly rates of pay and respective classifications covered by this Agreement are set forth in Appendix A to this Agreement.
- 6.2 The terms of this Agreement are intended to cover minimum wages or other enumerated employee benefits.

ARTICLE 7- LAYOFF, RECALL AND TERMINATIONS

- 7.1 When the Employer determines that a layoff will be necessary, it shall review the employees' seniority within the department affected. If after evaluation, all factors (e.g., skill, experience, productivity, etc.) are equal, the employee with the least seniority shall be the employee laid off. Temporary and part-time employees within the affected department shall be laid off first before regular, full-time employees are laid off. In those instances where the Employer concludes layoffs are necessary, the Employer may request Employees to volunteer to take leave without pay or to work a reduced workweek.
- 7.2 An employee being involuntarily laid off (not discharged for just cause or seasonal employee lay off) and who has completed six months' continuous service, shall receive accrued Personal (P1) leave. The Employer will give three (3) weeks' notice or three (3) weeks' pay and benefits in lieu of notice for an involuntary layoff.
- 7.3 An Employee in layoff status who has not lost his seniority with the Employer shall be recalled to his former position, if it becomes available, or shall be eligible for rehire to any bargaining unit position with the Employer for which he is presently qualified and shall be given preference over a non-employee for such position. An employee recalled to his former position within twelve (12) months shall suffer no loss of seniority, pay range, step, or benefits. An employee recalled to a new position within twelve (12) months shall maintain his seniority and shall receive pay and benefits commensurate with the position and the employee's qualifications. Except where a position must be filled on an emergency basis, the Employer will post the bargaining unit job opening at City Hall for not less than five (5) work days before filling such position with a non-employee.
- 7.4 The Employer may discharge or discipline employees for just cause. An employee who has completed his probationary period shall have the right to grieve a discharge or written discipline decision (i.e., not oral counseling or oral warnings) under the specific provisions of the grievance procedure of this Agreement, Article 20, Grievance and Arbitration Procedures.
- 7.5 If an employee who has completed six months' continuous service is voluntarily terminating his position, he must, absent unusual circumstances, give two (2) weeks' written notice or forfeit accrued personal leave. Any employee discharged by the Employer for just cause forfeits accrued leave.
- 7.6 In cases of written discipline (including suspension, disciplinary demotion or termination), the Employer agrees to notify the Union in writing concurrent with notification of the employee and commencement of the disciplinary action.
- 7.7 An employee will not be allowed to terminate from personal leave status (running out leave). In such cases where a resignation is submitted by an employee on leave status, the last day worked will be considered the employee's termination date, and any personal leave accumulated will be cashed out in accordance with Article 13, and the employee may be billed for repayment of the cost of benefits for health insurance and retirement except in extenuating circumstances.

ARTICLE 8 - SENIORITY

- 8.1 Seniority is defined as an employee's continuous length of service as a regular employee with the Employer. For new employees of the Employer, seniority shall be computed from the inception date of their employment.
- 8.2 The seniority of an employee shall terminate under any of the following conditions:
 - a. When laid off for more than 12 months consecutively.
 - b. When an employee resigns from employment.
 - c. When an employee is discharged for just cause.

ARTICLE 9 - PROBATIONARY PERIOD, PROMOTIONS & TRANSFERS

- 9.1 During the initial probationary period an employee may be discharged at the City Manager's discretion, with or without cause. A probationary employee may be disciplined for cause during the probationary period.
- 9.2 During the initial probationary period, leave will accrue and shall be available in accordance with the terms of this Agreement. In the event of termination prior to completion of the initial probationary period, there will be no cash-out of leave. Police Officers who have been employed for more than six (6) months, but have not completed their APSC certification and probation, may cash out leave at termination in accordance with Article 7.5.
- 9.3 An employee who is promoted to a higher-level position prior to completion of his initial probationary period shall complete his probationary period in the lower position by service in the higher position. The employee shall be considered as having regular status in the lower classification at the end of the initial six (6)-month period.
- 9.4 An employee, whether regular or probationary, who is transferred or promoted from one position into another position shall be considered to be in promotional probationary status for six (6) consecutive months in that new position. A promotion to a position in a higher pay range shall constitute a pay increase of at least one (1) step over the pay range in his previous pay range. An employee moving from one position to a different position at the same pay range shall remain at the same step and all accrued employee benefits shall remain unchanged.
- 9.5 An employee holding regular status at the time of his promotional probationary appointment to a new position maybe transferred or demoted from the new position and shall be reinstated to his previous position at the step and range occupied at that previous position
- 9.6 Notwithstanding other clauses of this article, Police Office Trainee's new hires are in a probationary status until obtaining an Alaska Police Standards Council Basic Certificate. Police Officer (Trainee's) shall receive a one (1) step increase at the successful completion of six (6) months service.
- 9.7 Upon completion of the initial six (6) month probationary period, the employee will receive at least (1) step increase.

ARTICLE 10 - HOURS OF WORK

10-1 Hours of Work

The normal work week is defined as a period of forty (40) hours in the seven-day week which begins Saturday 12:01 am and concludes Friday at midnight. The Employer will endeavor to schedule work so that employees have two consecutive days off each work week.

For police officers and police dispatchers, the normal week is defined as a period of forty (40) hours in the seven-day week which begins Saturday at 12:01 am and concludes Friday at midnight or eighty (80) hours bi-weekly within the designated pay period beginning Saturday at 12:01 am and concluding Friday at midnight 14 days following. The Employer will endeavor to schedule work, so the employees have two or more consecutive days off upon completion of the scheduled work week or bi-weekly period. Except as provided in Section 10.2 the Employer shall provide not less than five (5) calendar days' notice of work schedule changes.

A. When scheduling employees, the employer will consider seniority and qualifications.

- 10.2 It is understood and agreed that the Employer may deviate from the normal work schedule resulting from several causes, including but not limited to leaves of absence, absenteeism, employee requests, and temporary shortage of personnel, severe weather conditions and emergencies. Such deviations shall not be considered a violation of this Agreement.
- 10.3 The Employer will endeavor to post Police Department schedules at least one month in advance of the effective date, provided that the Employer reserves the right to revise such schedules, without penalty, whenever operational needs necessitate such revisions

ARTICLE 11 - OVERTIME COMPENSATION

11.1 Overtime Compensation

All time worked during the normal work week shall be compensated at the employee's straight time rate of pay. All time worked in excess of eight (8) hours in any workday or forty (40) hours during any work week shall be considered overtime, except employees who work "4/10" schedules shall earn overtime pay for hours worked in excess of ten (10) per workday. Any overtime to be worked must be authorized by the Employer in advance and shall be paid for at the rate of one and one half (1-1/2) times the employee's straight time hourly rate of pay, including applicable shift differential, if any.

Police officers and police dispatchers and CSO's will be scheduled for one of the three shifts which will be either an eight (8), ten (10), or twelve (12) hour shift. Any hours worked over the shift assigned will be paid at the overtime rate. All time worked in excess of twelve (12) hours in any workday or eighty (80) hours within any bi-weekly pay period shall be considered overtime. No employee requested change in shift hours will be approved without thirty-day (30) written notice unless approved by the City Manager or the H.R. Manager.

11.2 It is understood and agreed that overtime may be required by the Employer. Before assigning

overtime, the Employer shall seek volunteers from employees in the same job.

ARTICLE 12 – RECALL & STAND BY

- 12.1 <u>Recall</u>. Employees who have left their normal place of work for their residence at the end of a work shift and are called back shall receive pay of two (2) hours at the double time rate. Hours worked in excess of the two (2) hour minimum shall continue at the double time rate for all hours outside the employee's normal shift. Employees who volunteer to return to work are not on call back status.
- 12.2 <u>Stand By</u>. Employees required by the Employer to be on standby shall receive pay of no less than (2) hours at double the employee's straight time rate of pay if required on an employee's day off and one (1) hour at the double time rate if required on a regular workday.
- 12.3 Any employee who is called back by the Employer from approved personal leave will be paid a minimum of (2) two hours double time and shall continue at double time for the remainder of that shift.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 <u>Personal Leave</u>.

Regular and probationary employees shall accrue Personal (P1) leave at the following rates, to be credited to their leave accounts at the end of each calendar month as follows.

Years of Service

Less than two (2) years 22 days per year

Two (2) years, but less than five 25 days per year

(5) years

Five (5) years, but less than ten 28 days per year

(10) years

Ten (10) years, but less than 32 days per year

fifteen (15) years

Fifteen but less than (20) 35 days per year

Twenty or more 38 days per year

Regular and probationary employees who work less than full-time shall accrue P1 leave monthly on a prorate basis. Unused (P1) leave in excess of ninety 90 days at the close of business on January 15 of any calendar year shall be cashed out and paid to the employee.

Any eligible employee who is separated from service by layoff, resignation or dismissal shall receive, within three (3) working days, a lump sum payment for the number of days of accrued P1 leave.

Upon the employee's written request to the Employer the employee shall receive payment for all requested accrued but unused P1 leave. Employees must keep a week's worth of leave in either the P1 or P2 account on reserve. The employee's leave balance shall be reduced by the number of days for which payment is made. Payments shall be made within ten (10) working days of the receipt of the request.

13.2 Leave Cash out and Emergency Leave.

Previously converted "Sick Leave" continues to be held by some employees and is known as P2 and emergency leave. The employee may not cash any leave out of the P2 account and must use this leave prior to using P1 leave. Emergency leave may be used with approval from the City Manager for unforeseen traumatic illness or injury to the employee or immediate family and will be taken out of the emergency leave bank for the employee.

13.3 Permissible Uses of Personal Leave.

13.3.1 Personal Leave for non-illness or injury related purposes.

An employee must notify the Employer in advance when personal leave is desired for non-health related reasons. Personal leave requested shall be granted if, in the opinion of the Employer, the employee can be spared from work at the time requested; otherwise such request shall be granted as soon as the employee can be spared from his duties. It shall always be a mutually agreed date for the vacation by the employee and management. When a conflict exists with scheduling vacations seniority will be considered.

13.3.2 Personal Leave for illness or injury related purposes.

An employee must notify the Employer prior to start of his or her scheduled shift, or at the earliest possible time thereafter, of the reason(s) for the employee's absence from work.

Unless otherwise mutually agreed by the Employee and the Employer, after P2 leave is exhausted, an employee's P1 leave account shall be charged for all time off work the Employee is authorized to take which shall be paid leave to the extent of the employee's personal leave account.

Unless otherwise mutually agreed by the Employee and the Employer, the Employee's P1 or P2 leave account, shall be charged for all time off work the Employee is authorized to take for any of the following reasons, which shall be paid leave to the extent of the employee's personal leave account:

- a. Illness or injury of the employee;
- b. Leave permitted under the Alaska Family & Medical Leave Act, AS 23.10.500-550 or the federal Family & Medical Leave Act of 1993, P.L. 103-3, as the following terms are defined therein, for:
 - i. The employee's own serious health condition;
 - ii. The health of the employee is affected by pregnancy, childbirth or related medical conditions;

- iii. For up to ten (10) consecutive days to care for the ill or injured child, spouse or parents of the employee, but may be extended at the discretion of the Employer.
- c. The City will pay up to the first forty (40) hours of parental leave subject to City Manager approval. Parenting Leave, not to exceed one hundred sixty (160) hours, within forty-five (45) days following the birth or legal adoption of a child(ren), but may be extended at the discretion of the Employer;
- d. Bereavement Leave In the event of a death in the employee's immediate family: (i.e., spouse or child) or death of the employee's brother, sister, parent, aunt, uncle, grandmother, grandfather, grandchild or parent in-law. Bereavement leave chargeable to an employee's personal leave account will generally be limited to ten (10) days, but may be extended at the discretion of the Employer. The City will grant twenty four (24) hours of bereavement leave paid for by the city. Additional leave may be granted in exceptional circumstances by the city manager or their designee.

13.4 Donation of Leave.

It is desirable from time to time to have a means for employees to assist other employees in times of need. Subject to approval by the City Manager, employees may donate hours to another employee. The leave may be one half from their P1 account and one half from their P2 account. Donations shall be for unforeseen, traumatic illness or injury of the done employee. Such donations of personal leave are intended to be approved only in those cases where the employee who receives the donation of leave has run out of paid leave and has incurred an unexpected, serious illness or injury that requires a substantial absence from work. Such donations generally will not be approved for non-serious, routine or expected health-related absences from work including, but not limited to, minor sprains and breaks, colds and flu, scheduled medical, dental or other health care appointments, elective surgeries, pregnancy and childbirth (without complications), and chiropractic and other physical therapy. The following shall be the vehicle for that purpose.

- a. Each employee wishing to donate leave will fill out, date, and sign a leave slip showing the amount of leave he or she wishes to donate in increments of not less than one (1) day and deliver said leave slip to the Employer. Leave donations will be deducted from the donor's P1 or P2 account.
- b. Each leave slip will have written or typed along the bottom, "Leave donation to (employee name)".
- c. The Employer will not be responsible for the collection of such leave donations, nor for any statements made in connection with said collection.
- d. The Employer will, for purposes of computation, convert the donated leave hours to dollars at the hourly rate of the donor. The dollars will then be converted to hours of leave at the hourly rate of the recipient, and the resulting number of hours will be added to the recipient's P1 account consistent with Subsection 13.3.2 above.
- e. A request to donate leave to the credit of another employee's personal leave account will be approved if the designated employee recipient's own leave balances have been exhausted.

13.5 Extended Absence for Disability, Illness or Injury.

Upon application by an employee who has exhausted accrued personal leave, a leave of absence

without pay may be granted by the Employer for disability because of illness or injury or other reason permitted by the Family & Medical Leave Acts. Subject to the requirements of the Acts, such leave shall be limited to one (1) month for each full year of service to a maximum of twenty-four (24) months, but no less than that required by law.

The Employer may periodically require that the employee submit a certificate from the attending physician or from a designated physician. If the certificate does not clearly show sufficient disability to preclude the employee from performing the employee's duties or if the employee does not provide the required certificate, the Employer may cancel the leave and require the employee to report to duty on a specified date.

13.6 Absence and Payment for Court Leave.

An employee who is called to serve as a juror or is subpoenaed as a witness during the employee's regular working hours shall be entitled to court leave with pay. Court leave may be required to be supported by written documents such as a subpoena, marshal's statement of attendance and compensation for services, per diem and travel. Employees shall turn over to the Employer all jury and witness fees received from the court as compensation for service and in turn shall be paid their current salary while on court leave. Failure to do so shall result in a deduction of personal leave, or pay, from the Employee in half-day, or whole-day increments. Police Officers see page 27 A.7.

13.7 Non-War Military Duty Absence and Payment.

An employee who is required to report for a military physical examination is entitled to a leave of absence without loss of pay, time or performance rating. The leave of absence shall not exceed three (3) working days.

An employee who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or performance rating without regard to other compensation earned during that period on all days during which the employee is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed sixteen and one-half (16-1/2) working days in any twelve (12) month period, beginning January 16 and ending January 15.

An employee called to active duty will be entitled to leave and reemployment rights consistent with the Uniformed Services Employment and Redeployment Rights Act (USERRA) and Alaska law as set forth in the Employer's military leave policy if any is adopted by the Employer during the term of this agreement.

The Employer will make every reasonable effort to schedule the employee's day(s) off to enable them to satisfy their military obligation.

13.8 Other Approved Absence.

Upon application to and approval by the Employer, an employee may be granted leave of absence without pay. Such leave shall not normally exceed twelve (12) continuous months. Continuous service credit shall not accrue during the period of leave. Said leave of absence shall not be unreasonably withheld.

13.9 Leave for Emergency Operations.

Employees participating in organized federal, state or local-directed emergency operations shall continue to be in work status in their regular jobs. Employees released from work for such purposes shall immediately return to work upon completion of the emergency and any reporting responsibilities which are necessary at that time, unless there is less than two (2) hours remaining in the employee's shift.

ARTICLE 14 - HOLIDAYS

14.1 The following paid holidays shall be recognized for regular and probationary employees.

1.	New Year's Day	First of January
2.	Martin Luther King Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	Fourth of July
6.	Labor Day	First Monday in September
7.	Indigenous Peoples' Day	Second Monday in October
8.	Alaska Day	18th Day of October
9.	Veteran's Day	11th Day of November
10.	Thanksgiving Day	Fourth Thursday of November
11.	Day After Thanksgiving	Fourth Friday of November
12.	Christmas Day	25th Day of December

Regular employees may request to observe holidays on days other than the scheduled holidays and may do so with the concurrence of the City Manager. Temporary employees are eligible for holiday pay on regular holidays only. To be eligible for a paid holiday, an employee must be in a pay status the last scheduled workday before the holiday and the next scheduled workday following the holiday.

- 14.2 Regular employees who work on a floating holiday because they are scheduled or required to do so shall have the option of receiving holiday pay (in addition to pay for the time they work) or crediting their (P1) leave accounts for an additional day of work in lieu of the holiday. Other regular employees shall receive holiday pay unless they work on the floating holiday, in which case their (P1) leave accounts shall be credited for an additional day of work in lieu of the holiday. The following days are considered floating holidays:
 - 1. Martin Luther King Day
 - 2. President's Day
 - 3. Alaska Day
 - 4. Veteran's Day
 - 5. Day After Thanksgiving
- 14.3 Employees who work on holidays shall receive their regular rate of pay for all hours worked and holiday pay in addition thereto, unless the employee works a floating holiday and elects to credit his or

her personal leave (P1) account for the floating holiday, as provided in Section 14.2. Holiday pay shall be computed by multiplying the employee's regular hourly rate-of pay by the number of hours the employee is normally scheduled to work (i.e. 7 ½, 8, 10, and 12 hrs.) If an employee is required to work on a non-floating holiday, holiday pay shall be computed by multiplying the employee's overtime hourly rate of pay by the number of hours for the holiday the employee actually works.

- 14.4 If a holiday to which an employee is entitled falls on the employee's regular day off, he shall be paid the holiday pay.
- 14.5 If the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

ARTICLE 15 - HEALTH AND WELFARE

The Employer will provide medical insurance and life insurance to employees under the plans and pursuant to the terms set forth in Appendix B to this Agreement.

ARTICLE 16 - RETIREMENT

The Employer will provide a retirement benefit to employees under the plan and pursuant to the terms set for in Appendix C of this Agreement.

ARTICLE 17 - SPECIAL PROVISIONS

The additional contract terms set forth in Appendix D to this Agreement are incorporated herein by this reference.

ARTICLE 18 - DRUG-FREE AWARENESS PROGRAM

- 18.1 The parties agree that they are committed to maintaining a productive, safe and healthy work environment free from unauthorized drug and unauthorized alcohol use.
- 18.2 The Substance Abuse Program previously set forth in Appendix F is incorporated herein by reference.
- 18.3 The Drug-Free Awareness Program adopted by the City of Nome, reflected in Resolution No.R-92-4-4, is incorporated herein by this reference. The specific provisions of the negotiated "Substance Abuse Program" are set forth in Appendix F to this Agreement.
- 18.4 In addition to compliance with the Employer's Substance Abuse Program, all employees covered by this Agreement are expected to comply with the following rules regarding substance abuse in the workplace, and any employee who violates these rules is subject to disciplinary action up to and including termination of employment:
 - 18.4.1 The unlawful manufacture, distribution, dispensation, possession or use of a controlled

substance or the use of alcohol or marijuana is strictly prohibited in the workplace.

- 18.4.2 Employees who use prescribed medications that have side effects that may affect their performance, their safety, or the safety of others are required to notify their supervisors of such use and possible side effects. Supervisors may consider reassignment of duties for those employees for those days of medication.
- 18.4.3 Employees on breaks (e.g., lunch, dinner, rest breaks, etc.) are not allowed to return to their work sites for the completion of their shift if alcohol or controlled substances are consumed during the break.
- 18.4.4 Employees are required to report to their work site on time and in a condition that will allow them to perform their regular duties in a proper, safe manner. An employee who is temporarily incapable of performing assigned or required job duties will be released from the work site and, if necessary, returned to his or her residence by a fellow employee. Employees shall not receive pay for the hours of release.
- 18.4.5 Excessive use of alcohol or marijuana off duty or off-duty use or involvement with illegal drugs that affects an employee's attendance, job performance or conduct may result in disciplinary action up to and including termination of employment.
- 18.4.6 Employees must, no later than five days after conviction, notify the Employer of such conviction(s) for criminal drug statute violations occurring in the workplace.
- 18.5 Employees with drug or alcohol-related problems are encouraged to voluntarily seek professional assistance in dealing with those problems. Employees who seek treatment shall discuss the situation with their supervisors if leave time, with or without pay, is required for the employee to obtain treatment or hospitalization. Supervisors are encouraged to grant leave, with or without pay (after all P1 and P2 and personal leave has been exhausted), for such requests. When leave without pay is involved, the employee shall provide a statement from the attending physician or counselor to the supervisor, stating that treatment is being received and describing the length of the treatment program. An employee's job security or promotional opportunities shall not be jeopardized by the employee's voluntary request for leave to obtain counseling or treatment where the employee is not already subject to disciplinary action for violation of the Employer's substance abuse rules.

ARTICLE 19 - NO STRIKE/NO LOCKOUT

19.1 During the life of this Agreement, neither the Union nor its members, agents, representatives, or employees, or persons acting in concert with them, shall directly or indirectly incite, encourage, or participate in any strike, walk out, slow down, or other work stoppage of any nature whatsoever at the Employer's facilities or other work locations covered by this Agreement. Likewise, no employee covered by this Agreement shall engage in any sympathy strike, picketing, hand billing, walk out or sick out during their work time. In the event of any such prohibited strike, walk out, slow down, work stoppage, any other job action or effect thereof, the Union and its officers will do everything within their power to end or avert the same during the life of this Agreement.

- 19.2 Nothing herein shall be interpreted as requiring any employee covered by this Agreement (except Nome Police officers) to cross a primary picket line at any Nome Joint Utility System facility. Likewise, nothing herein shall be interpreted as prohibiting employees covered by this Agreement from engaging in picketing, hand billing or other lawful public protest during their non-working time, provided, however, a reason therefore may not be or arise out of a labor dispute with the City of Nome.
- 19.3 For its part, the Employer agrees not to lock out employees during the life of this Agreement.

ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURES

- 20.1 For purposes of this Agreement, a "grievance" is defined as a dispute between an employee or the Union and the Employer as to the interpretation, application, or violation of the terms of this Agreement, and shall be processed in accordance with this Article. Grievances must be presented as soon as practicable, but in no event later than thirty (30) calendar days after the occurrence on which the grievance is based. Failure to submit the grievance within such period shall constitute a bar to further action. The act or omission "occurs" on the date the employee or the Union has knowledge thereof, or with reasonable diligence should have had such knowledge.
- 20.2 There are two types of grievances which shall be processed as follows:
- 20.2.1 <u>Employee Grievances</u>. An aggrieved employee ("grievant") must present his grievance pursuant to the steps set forth in Section 20.4 below. In presenting his grievance, the grievant shall specify the section or sections of the contract in dispute and shall inform his immediate supervisor that a grievance is being presented.
- 20.2.2 <u>Union Grievances</u>. The Union may present its grievance in writing directly to the Employer at Step 3. This procedure shall not be used to circumvent Steps 1 and 2 in cases where the acts or omissions of the employee's immediate supervisor are in dispute in the grievance.
- 20.3 If a grievant does not process the grievance at any step within the time limits set forth in this Article or the Union does not invoke arbitration within the time frame set forth in this Article, and if this provision is not waived by mutual written agreement between the Employer and the Union, the grievance shall be deemed barred.
- 20.4 The following steps shall be followed for resolution of employee grievances. The employee shall have the right to Union representation at each step of the grievance procedure. Therefore, at each step the word "grievant" shall mean the employee presenting the grievance, the Union acting on his behalf, or both: If the grievant is a one week on and off or two weeks on and off, the grievance shall adjust accordingly.
 - <u>Step 1</u>. A grievance must first be taken up verbally by the grievant and his immediate supervisor. No grievance shall be considered presented unless it is specifically identified as a "grievance" and is presented within the time permitted in Article 20.1.
 - <u>Step 2</u>. If no settlement is reached between the grievant and his immediate supervisor within seven (7) calendar days after presentment of the grievance to the immediate supervisor at Step 1, the grievant shall have seven (7) calendar days to reduce his grievance to writing on the negotiated grievance form (see Appendix E to this Agreement) and to present it to the immediate

supervisor.

<u>Step 3</u>. If no settlement is reached by the grievant and his immediate supervisor within seven (7) calendar days after Step 2, the grievant shall have seven (7) calendar days to present the grievance to the City Manager. The City Manager may hold an informal hearing with the grievant, the shop steward or business agent and the employee's immediate supervisor if the City Manager believes that may be useful for resolution of the grievance.

<u>Step 4</u>. If no settlement is reached by the grievant and the City Manager within seven (7) calendar days after Step 3, the Union may demand arbitration. Such demand must be made by the Union within thirty (30) calendar days after the City Manager's decision.

20.5 If more than one grievant file the same or substantially similar grievances, they shall be consolidated and processed as one. One grievant, one employee representative and one business representative may be involved in any meetings with the Employer.

20.6 In the event that the Union demands arbitration of a grievance at Step 4, the parties shall have fourteen (14) calendar days to discuss the selection of an arbitrator. Should the parties fail to agree on an arbitrator within this fourteen (14) calendar day period, either party may request the U.S. Federal Mediation and Conciliation Service to provide a list of seven (7) qualified and approved arbitrators available in Alaska. Within fourteen (14) calendar days thereafter, the parties shall alternately strike one (1) name from the list of arbitrators until only one (1) name remains. That person shall serve as arbitrator unless he is unavailable, in which case the person whose name was stricken next to last shall serve, and so on, until an arbitrator is selected. The first strike shall be designated by coin toss.

20.7 A transcript of the arbitration hearing may be developed at the expense of the initiating party, unless agreed to be shared. Briefs may be submitted. The arbitrator shall render his decision within thirty (30) days after the hearing, or the receipt of briefs if either party wishes. The decision of the arbitrator shall be final and binding upon the parties, so long as it is consistent with this Agreement.

20.8 The arbitrator's function is to interpret the Agreement. The arbitrator shall consider only the particular issue(s) presented in writing by the Employer and the Union. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall have the power to return a grievant to employee status, with or without restoration of back pay, or to mitigate the penalty imposed by the Employer if the arbitrator concludes the penalty was too severe under all the facts and circumstances of the case.

20.9 If the Employer contends the grievance is time barred, that issue shall be resolved before the arbitrator hears facts or argument of the case on its merits. The arbitrator shall have the authority to rule on that issue immediately after the parties make their presentations.

20.10 Fees and expenses incident to the services of the arbitrator shall be borne entirely as designated by the arbitrator. The arbitrator shall assign such fees and expenses to the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 21 - GENERAL PROVISIONS

- 21.1 This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Alaska, and rules and regulations of federal or state governmental authorities. Should any provisions become unlawful by virtue of the above, or by declaration of any court of competent jurisdiction, such actions shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect through the life of this Agreement. Either party may seek resolution of disputes arising under this provision pursuant to Article 20, Grievance and Arbitration Procedures. If any provision of this Agreement is found to be unlawful, either party may request to negotiate a lawful replacement provision, and the parties shall convene within thirty (30) days for the purpose of negotiating a satisfactory replacement.
- 21.2 Any changes or amendments to this Agreement must be in writing and duly executed by the parties hereto.
- 21.3 This Agreement terminates all prior agreements and understandings and concludes all collective bargaining for the duration of this Agreement. If there is any conflict between the terms of this Agreement and any personnel memoranda, policies or ordinances, the terms of this Agreement shall supersede those memoranda, policies or ordinances in their application to this unit.
- 21.4 The parties hereto acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties as to the exercise of that right and opportunity are set forth in this Agreement. All matters not covered by the language of this Agreement may be administered by the Employer in accordance with such policies and procedures as it from time to time shall determine.
- 21.5 All facilities operated by the Employer and the Nome Joint Utility System are designated non-smoking areas and shall be observed as such except in designated smoking areas.

ARTICLE 22 - DURATION

The hourly wages and longevity pay negotiated in this Agreement shall become effective at 12:01 a.m. on January 1, 2025 and shall continue in full force and effect through and including 11:59 p.m., December 31, 2027, and shall continue in full force and effect from year to year thereafter unless notice of desire to amend this Agreement is served by either party upon the other at least ninety (90) calendar days prior to the date of expiration. All other changes to the Collective Bargaining Agreement are effective the signing date of this agreement and shall continue in full force and effect through December 31, 2024.

If notice to amend is given, negotiations should commence within thirty (30) calendar days following the date of the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of the date stated in the notice of termination, which dates shall not be earlier than the date of expiration, and shall be at least ten (10) calendar days subsequent to the giving of such notice to terminate.

IN WITNESS WHEREOF, the parties her day of, 20	reto have caused this Agreement to be duly executed as of this 024.
FOR THE CITY OF NOME:	FOR THE CITY OF NOME EMPLOYEES' ASSOCIATION
Ву:	By: Jason Roach
John Handeland Mayor	Jason Roach APEA/AFT, Chief Spokesperson
Ву:	Ву:
Brooks W Chandler Interim City Manager	Peter Le CNEA, Local President
	Ву:
	Chris Schuneman Negotiating Team Member
	Ву:
	Marguerite La Riviere Negotiating Team Member
	Ву:
	Aaron Cooper Negotiating Team Member
	Ву:
	Karen Ecke Negotiating Team Member

RATIFIED BY THE CITY OF NOME, NOME COMMON COUNCIL this 9th day of December, 2024.

APPENDIX A

JOB CLASSIFICATIONS, COMPENSATION AND PAY ADMINISTRATION

A.1 JOB CLASSIFICATIONS

Employees in the following job classifications shall be compensated in the pay ranges set forth below:

Pay Range 9 9 9 9
9 9
9
11 11 11 11 11 11 11 11 11 11 11 11 11
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14
14

Accounting Technician II	14
Assistant Director Parks and Rec	14
Emergency Services Tech I	14
Education Public Coordinator	14
Building Maintenance II	14
Communications Supervisor	14
Deputy City Clerk	14
Building Maintenance III	15
Account Technician III	15
Equipment Operator III	15
Deputy Harbormaster	15
Public Safety Administrator(inactive)	15
Emergency Services Administrator	15
Emergency Services Tech II	15
Landfill Operator	15
Police Officer Trainee (Pre-Academy)	15
Police Officer I	16
Road Crew Foreman	16
Building Maintenance Foreman	16
Assistant Finance Director	16
Police Officer II	17
Librarian	17
Police Officer III	18
Investigator	18
Investigator II	19
Public Works Supervisor	19
Police Sergeant	19
Accreditation Manager	

A.2 CLASSIFICATION/RECLASSIFICATION

It is the obligation of the Employer to maintain and periodically update the classification system and the pay plan based upon the principle of like pay for like work. All positions subject to this Agreement shall be classified on the basis of job duties and responsibilities in accordance with standard classification procedures.

In the event an employee feels his position is improperly classified, he shall notify his/her supervisor with a written explanation of the perceived inequities. If the supervisor's review does not resolve the employee's concerns, the employee shall then notify the CNEA. The employee must provide a copy of the written explanation and the supervisor's response. If in the opinion of CNEA an inequity exists within the salary structure of classifications within the wage plan, CNEA will file notice with the City Manager. Such notice shall contain a full explanation of the perceived inequities. The City Manager shall provide CNEA with written notification of his evaluation and decision within thirty (30) calendar days after receipt. If CNEA feels that its objection was not satisfactorily addressed by the City Manager, CNEA may enter the grievance procedure at Step 4.

The reclassification shall be retroactive to thirty (30) days from the date the City Manager received notice

from CNEA, provided final resolution is in favor of the employee.

A.3 SCHEDULE OF PAY RANGES

Employees shall be compensated at the regular hourly rate of pay which corresponds with their pay range and step, as provided in the following schedule. The new wage table year one will increase 8.2% year two will increase by 3% and year three will increase by 4%.

January 1, 2025 through December 31, 2025

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	Α	В	С	D	E	F	G	Н	1
9	21.61	22.44	23.28	24.16	25.06	26.02	27.02	28.05	29.12
10	23.28	24.16	25.06	26.02	27.02	28.05	29.12	30.22	31.35
11	25.06	26.02	27.02	28.05	29.12	30.22	31.35	32.55	33.78
12	27.02	28.05	29.12	30.22	31.35	32.55	33.78	35.06	36.39
13	29.12	30.22	31.35	32.55	33.78	35.06	36.39	37.78	39.21
14	31.35	32.55	33.78	35.06	36.39	37.78	39.21	40.70	42.26
15	33.78	35.06	36.39	37.78	39.21	40.70	42.26	43.86	45.54
16	36.39	37.78	39.21	40.70	42.26	43.86	45.54	47.26	49.08
17	39.21	40.70	42.26	43.86	45.54	47.26	49.08	50.93	52.87
18	42.26	43.86	45.54	47.26	49.08	50.93	52.87	54.88	56.97
19	45.54	47.26	49.08	50.93	52.87	54.88	56.97	59.13	61.3819

January 1, 2026 through December 31, 2026

	А	В	С	D	E	F	G	Н	Ι
9	22.26	23.11	23.98	24.89	25.81	26.80	27.83	28.89	29.99
10	23.98	24.89	25.81	26.80	27.83	28.89	29.99	31.13	32.29
11	25.81	26.80	27.83	28.89	29.99	31.13	32.29	33.52	34.79
12	27.83	28.89	29.99	31.13	32.29	33.52	34.79	36.11	37.48
13	29.99	31.13	32.29	33.52	34.79	36.11	37.48	38.92	40.39
14	32.29	33.52	34.79	36.11	37.48	38.92	40.39	41.93	43.53
15	34.79	36.11	37.48	38.92	40.39	41.93	43.53	45.18	46.91
16	37.48	38.92	40.39	41.93	43.53	45.18	46.91	48.68	50.55
17	40.39	41.93	43.53	45.18	46.91	48.68	50.55	52.46	54.45
18	43.53	45.18	46.91	48.68	50.55	52.46	54.45	56.53	58.68
19	46.91	48.68	50.55	52.46	54.45	56.53	58.68	60.91	63.22

January 1, 2027 through December 31, 2027

	Α	В	С	D	E	F	G	Н	I
9	23.15	24.04	24.94	25.88	26.84	27.87	28.94	30.04	31.19
10	24.94	25.88	26.84	27.87	28.94	30.04	31.19	32.37	33.58
11	26.84	27.87	28.94	30.04	31.19	32.37	33.58	34.86	36.19
12	28.94	30.04	31.19	32.37	33.58	34.86	36.19	37.55	38.98
13	31.19	32.37	33.58	34.86	36.19	37.55	38.98	40.47	42.00
14	33.58	34.86	36.19	37.55	38.98	40.47	42.00	43.60	45.27
15	36.19	37.55	38.98	40.47	42.00	43.60	45.27	46.99	48.78
16	38.98	40.47	42.00	43.60	45.27	46.99	48.78	50.63	52.57
17	42.00	43.60	45.27	46.99	48.78	50.63	52.57	54.56	56.63
18	45.27	46.99	48.78	50.63	52.57	54.56	56.63	58.79	61.02
19	48.78	50.63	52.57	54.56	56.63	58.79	61.02	63.34	65.75

Employees shall progress from step to step as follows:

- 1. Unless the Employer elects to place an employee in a higher initial step, newly hired employees shall start in the "A" step at their pay range. They shall progress to the next step of their pay range in six (6) months, after they begin employment, and receive a bonus of \$500 provided they have completed the initial six-month probationary period, and their performance is satisfactory or better. Thereafter, these employees shall progress to the next step of their pay range on their first anniversary date and receive a bonus of \$500 provided their performance is satisfactory or better at the time they are eligible.
- 2. Employees who are currently at a step "B" through "I" will receive a 3.8% pay raise twelve (12) months from the date of their position anniversary date provided their performance is satisfactory or better each year of the contract to coincide with the employee's anniversary date, the anniversary date is defined as when the employee becomes regular in their position. As used herein, the word "satisfactory" means performance which adequately fulfills the essential functions or duties of the job.
- 3. Employees who are at step "I" or above during the term of this Agreement shall thereafter have their base hourly rate of pay increased by three (3) percent each year of the contract to coincide with the employee's anniversary date and receive a bonus of \$500. Anyone who is still outside the "I" range after the new pay matrix is implemented will received an 8% raise for the first year and then 3% each year thereafter.
- 4. All Regular Full-Time regular Part Time and Probationary Employees who have worked more than six months shall receive a \$500 regional differential payment on January 1, 2025, and January 1, 2026, and January 1, 2027. The regional differential payment for probationary Employees who have worked Less than 6 months it will be pro-rated. Part time employees will follow the same pro-rated system.

A.4 SHIFT DIFFERENTIALS

All employees whose workday starts at the beginning of or during a scheduled swing shift between the hours of 4:00 p.m. (1600 hours) and 7:59 p.m. (1959 hours) are entitled to an additional Two dollars

and 20 cents (\$2.20) per hour for all hours worked in each such shift.

All employees whose workday starts at the beginning of or during a scheduled graveyard shift between the hours of 8:00 p.m. (2000 hours) and 5:59 a.m. (0559 hours) are entitled to an additional Two dollars and-seventy-five (\$2.75) per hour for all hours worked in each such shift.

A.5 GENERAL PAY ADMINISTRATION

An employee who is temporarily assigned to perform all the duties of a higher classification shall be paid at the rate of the higher range that would be appropriate in case of promotion. The increase shall become effective immediately and shall continue for the duration of the assignment. In the event the employee is promoted to the position on a permanent basis while acting in the position, time spent acting in the higher range shall be counted for purposes of satisfying the promotional probationary period.

A.6 POLICE FIELD TRAINING OFFICER

Police Officers that become certified as a field training officer (FTO) shall receive a step increase effective the first day of the pay period following FTO certification. Police Officers that are assigned and perform Field Training Officer (FTO) duties shall be paid two dollar (\$2.00) for all hours worked, conducting field training. This pay is in addition to shift differential if applicable.

A.7 COURT TESTIMONY

Police department employees who testify or appear in court during off duty time, shall receive not less than two (2) hours pay for that testimony or appearance. Their rate of pay at the time of the court appearance will either be straight time or over time depending on whether the employee has worked sufficient number of hours in the day/week to qualify for his/her overtime rate.

All Bargaining Unit members of the city will receive an annual pass to the rec center to include employee plus spouse plus two children.

APPENDIX B

EMPLOYEE MEDICAL AND LIFE INSURANCE PLANS:

B.1 The Plan. Regular full-time employees covered by this Agreement and their dependents, if any, shall continue to be covered by a health care plan chosen by the Employer and acceptable to the employees. The Employer and Employees recognize the importance of a healthy work force and the need for insurance coverage which provides reasonable benefits to employees while containing costs to both parties. It is recognized that changes in the insurance market may affect coverage and premiums, and that plans are subject to renewals on an annual or biannual basis. The Employer will work with Employees in selecting a plan and its components. To the extent that the provisions of the Plan in effect from time to time may not be consistent with provisions of this Appendix, the terms of the Plan as agreed shall control. Probationary employees hired after the effective date of this Agreement do not participate in the Plan until after 31 days of employment.

Health benefit premiums paid by the Employer shall be capped at \$3000. The City and Union agree to aggressively pursue cost savings and cost reductions through the committee set out below.

Should the premium rates increase beyond the cap, covered employees shall have the option of paying fifty percent (50%) of the difference between the actual and the capped premium rates (to retain the same level of health insurance benefits), or reducing health insurance benefits to the level available at the capped premium rates, if such option is available under the Plan. If the cost of insurance exceeds the cap and the employees elect to pay their fifty percent of excess premiums, the Employer shall pay the other fifty percent (50%) thereof.

If said plan annual deductible exceeds \$500, the City shall reimburse the employee for the amount over \$500 per person or \$1500 per family per plan year upon presentation of proof of payment. The Employer will reimburse such out of pocket expenses not covered by another source upon presentation of proof of payment

B.2 Labor-Management Committee on Employee Benefits. No later than sixty (60) days from the date this agreement is ratified the parties agree to form a Labor-Management Committee on Employee Benefits (hereinafter the "Committee"). The Committee shall be composed of not less than four (4) representatives, two from the bargaining unit appointed by the Union and two (2) from the Employer who shall be appointed by the City Manager. The Committee shall select a chairperson from its membership.. A quorum for Committee meetings shall be a simple majority of its members.

The Committee shall be empowered to study and recommend health care benefits to be provided employees of the City of Nome and other participating employers, bearing in mind the objectives of identifying and recommending effective cost-saving measures. Topics which the Committee may investigate include, but are not limited to, determination of dates of eligibility for coverage, benefit schedules, deductibles, co-payment provisions, preferred provider programs, wellness programs, and other options designed to contain costs and enhance benefit options. The Committee may meet on call of its chairperson or whenever a simple majority of its members request a meeting.

Neither the Employer nor the Union shall be required to accept recommendations made by the Committee, and implementation of any such recommendations shall require the mutual written consent of the Employer and the Union.

B.3 <u>Life Insurance</u>. The Employer shall provide and pay the premium for face value of \$50,000 life-insurance for each probationary full-time and regular full-time employee. Upon the death or dismemberment of an employee, benefits will be paid by the insurance carrier directly to the employee's beneficiary (ies) subject to the terms and conditions of the carrier's policy. The city will work with the union to develop group rates for additional benefits such life insurance and flexible spending accounts.

APPENDIX C

EMPLOYEE RETIREMENT PLAN

The Employer shall participate in the Public Employees' Retirement System of Alaska and shall continue to maintain a deferred compensation program currently in effect for bargaining unit members.

APPENDIX D

The following special provisions are incorporated in the Agreement:

D.1 NONDISCRIMINATION

CNEA agrees to continue to admit all City Employees to membership and represent all Employees without regard to race, religion, color, national origin, sex, age, physical handicap or political affiliation.

D.2 MERIT PRINCIPLE

The parties agree that it is their mutual intent to strengthen the merit principle in the City, and shall use all due diligence to maintain the merit principle among public employees.

The merit principle is the principle that the most qualified person has the most opportunity for employment reward and advancement.

D.3 PERFORMANCE STANDARDS

Delivery of municipal services in the most efficient, effective and courteous manner is of vital importance to the City and the Union. The identification of duties and expectations of employees is the corner stone of such services. The Union recognizes the City's right to establish a system of performance standards and acceptable performance levels to be utilized to measure the performance of each employee or group of employees.

The Employer reserves the right to adopt and implement policies and procedures for periodic evaluation of employee performance, and to amend or repeal same, provided, however, that an employee may request to be evaluated not more than one (1) time during any one calendar year, and the evaluation shall be provided in writing within thirty (30) days. The Employer may make annual or more frequent written evaluations at its discretion. Any such policies and procedures shall be consistent with this Agreement.

D.4 IDENTIFICATION CARDS

The Employer shall apply identification cards to those of its employees whom the Employer determines may need such cards in the performance of City business. This card shall contain the employee's picture, name, job title, department, and signature, City of Nome identification and other information as required by the Employer. The card is the property of the City of Nome and shall be issued when the employee reaches permanent status and shall be returned by the employee to the Employer prior to issuing the employee's final paycheck.

D.5 SAFETY EQUIPMENT

It shall not be a violation of this Agreement nor grounds for dismissal if an employee refuses to work on an unsafe job, provided the job is found to be unsafe by the Alaska Department of Labor. Any safety equipment required by AS 18.60 to make a job safe shall be supplied by the Employer. The Employer shall abide by AS 18.60 when applicable.

Disciplinary action shall not be taken under this Article until the Department of Labor has made a finding on safety. If the Department of Labor finds the job to be safe and in the remote possibility that subsequent disciplinary action is taken, the Employee shall have recourse to the Grievance and Arbitration Procedure, Art. 20.

D.6 CONTRACTING OUT

If analysis of its operation by the Employer indicates contracting out is reasonably expected to result in a reduction in cost, increase efficiency in the delivery of services to the public, or otherwise benefit the Employer and the taxpayers of Nome, and it is reasonably expected to result in the displacement of any regular employee, the Employer shall first notify the Union in writing of the proposed action. The Employer shall provide the Union with copies of cost analyses, comparisons of employee vs. contract costs, or other documents on which the proposed action is based. The Union is invited and encouraged to meet and confer with the Employer at reasonable times regarding the proposed action, and no final action shall be taken by the Employer within thirty (30) days of its notice. If after consultation with the Union, the Employer adopts the plan to contract out the work, all affected employees shall be given thirty (30) days advance notice or full pay and benefits in lieu of thirty (30) days notice. The Employer will make reasonable efforts to assist displaced employees in being considered for employment with the contractor, or to transfer them to other available positions with the Employer for which they are qualified.

Nothing in this article shall prevent the Employer from continually analyzing its operations for the purpose of identifying cost saving opportunities.

D.7 PRINTING OF AGREEMENT

The parties agree that the cost of printing the Agreement will be shared equally by the parties.

D.8 AVAILABILITY OF PARTIES TO EACH OTHER

CNEA and the Employer agree to meet at reasonable times to discuss the interpretation and application of this Agreement. CNEA and the Employer agree within thirty (30) days of the effective date of this Agreement to name and advise the other party of their representative for this purpose.

APPENDIX E

CITY OF NOME GRIEVANCE FORM

			FILE NO:	
			Grievance Step #	
1.	Name of Grievant			
2.	Mailing Address			
3	Denartment	4 Joh Class		

5.	Initially discussed with supervisor on		
6.		llegedly Violated	
7.			
8.			
9.	Relief sought		
Date		CNEA Representative or Employee Signature	
10.		11. Title	
12.	Date Received		
13.	Respondent's Remarks		
14.	Respondent's Decision		

APPENDIX F SUBSTANCE ABUSE PROGRAM

In accordance with Article 18 of the Collective Bargaining Agreement between CNEA and the City, the parties hereby agree to the following Substance Abuse Program:

F.1 <u>Testing Objectives:</u>

- a. Prohibited Substances: A drug is defined as any substance which may impair mental or motor function including but not limited to illegal drugs, controlled substances, designer drugs, synthetic drugs and look-alike drugs. Alcohol is defined as any beverage or substance containing an alcohol. (See addendum "A" for guidelines).
- b. Legal Drugs: The use of drugs which are lawfully obtained and properly used shall be permitted provided their use does not interfere with the individual's proper and safe work performance.
- c. Management will be responsible for all costs incurred for testing done at their request.
- d. Management will be responsible to provide training of their supervision in problems of substance

abuse and to maintain a level of on-going training to enable their supervision to recognize impairment and conditions indicating potential substance abuse.

F.2 <u>Probable Suspicion of Impairment/Accident Involvement:</u>

- a. Probable suspicion means suspicion based on specific personal observations that the Employer representative can describe concerning the appearance; behavior; or speech or breathe odor in conjunction with appearance or behavior of the employee. Probable suspicion must be documented at or near the time of the observation. Observation must be witnessed by two (2) individuals, one of whom must be a supervisor that has actually observed the employee's behavior. Being in an accident or causing an accident may be sufficient to establish probable suspicion.
- b. Employees must report to the testing facility the use of medically authorized drugs and any overthe- counter drugs taken prior to testing.
- c. An employee consenting to the testing will be transported to the testing laboratory by management. After the test is completed, the employee will be transported back to his/her residence for the balance of the work day. The employee will be allowed to take personal leave after arriving at his/her residence for work missed.
- d. If the test results are negative the employee will receive full back pay based on a regular work schedule, if personal leave was not taken. If personal leave was taken, the employee's leave account shall be reimbursed. No further action will be taken.
- e. Under no circumstances will either the Employer or the Union be informed beyond a negative or positive outcome of any testing conducted.

F.3 Consent and Transportation Procedures:

- a. Employer shall inform employee that he/she has been observed, as per Section F.2 (a), that he/she appears impaired/or has been involved in an industrial accident, and will be required to submit to a drug/alcohol test.
- b. Give employee(s) copy of impaired behavior report and/or a copy of the accident report indicating employee(s) involvement in the reportable on-the-job accident as per Section F.2 (a). Explain that because of the observation or report of employee's behavior, it is necessary to verify the employee's physical capability at that point in time. Ask the employee whether he/she is aware of any medical condition which may cause the behavior or if he/she has been taking any prescription or non-prescription medication which may impair safe and/or efficient job performance.
- c. Complete a consent form. In each and every case, read the form to the employee prior to obtaining the employee's signature authorizing the exam/test and release of medical condition and any test results. No changes are to be made on the consent form. Both the observing witnesses shall complete the Impaired Behavior Report form. In completing the form, the witnesses shall be as accurate and detailed as possible, recording their observations of the employee's behavior which led to their decision to require an exam/test. The witnesses shall state what they actually observed, but refrain from making statements about possible causes of the behavior or making judgmental conclusions.

If the employee refuses to promptly take the exam/test or sign a consent form:

- i. Make it clear to the employee that the request to sign the form and take the exam/test is a direct order.
- ii. Ask the employee if he/she understands the order. (If the employee responds that he/she does not understand the order, explain your order again.)
- iii. Explain to the employee that failure to comply with the order constitutes insubordination which will result in termination.
- iv. Issue a second direct order to sign the form and take the exam/test.
- v. If the employee refuses, inform the employee that he/she is terminated.
- d. The employer shall arrange for transportation and accompany the employee to the exam/test site. Employer shall notify the Union that the employee is being transported for an exam/test, unless waived by the employee, and shall transport the employee to the exam/test site. Upon arrival, the Employer will complete the necessary laboratory form(s). The employee will be tested by laboratory personnel or physician. At the conclusion of the examination and test(s), Employer shall transport the employee in accordance with Section F.2 (c).

F.4 Type of Test:

- a. All alcohol testing to utilize the alcohol dehydrogenase method indicating impairment.
- b. Drug testing is to be initially conducted by the EMIT test. There shall be no blood testing.
- c. All positive EMIT/ADH tests will be verified by a GC/MS (Gas Chromatography/Mass Spectrophotometry) test. Disciplinary action against an employee may only be taken if the GC/MS is positive at a level exceeding the levels in the Federal Regulation issued by the Department of Health and Human Resources/Department of Transportation. Any changes in the Federal Regulations would be re-negotiated prior to inclusion.

F.5 <u>Testing, Procedural Safeguards:</u>

- a. The Employer and the Union will select the laboratory, and follow the testing procedures that will meet the DOT guidelines for testing and chain of custody and will provide quality control procedures, and assure the maximum in confidentiality.
- b. In the event of positive test results, the employee may request, within ten (10) days a sample of his/her urine specimen from the medical facility for the purpose of re-testing at a qualified drug testing laboratory. Chain of custody for this sample shall be maintained between management and the employee's designated qualified laboratory. Re-testing shall be performed at employee's expense. In the event of conflicting results, the employer may require a third (3rd) test. Should the results of this test be positive, the employee may be terminated. In the event of negative test results on the retests, the employer shall pay for the re-tests and any lost straight time wages or leave used.

- c. An employee shall have the right to use the grievance/arbitration system to challenge any aspect of the testing procedures.
- d. Any employee who successfully challenges a positive result shall be reimbursed for the costs associated with challenging the test.
- e. The Employer and the Union reserve the right to require additional safeguards that serve the best interest of the employee or the Program, subject to mutual agreement.

The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise out of the Employer's application of the Substance Abuse Program.

The Substance Abuse Program shall be subject to annual review by a Labor/Management Committee.

F.6 Voluntary Rehabilitation:

Employees who voluntarily request assistance in dealing with personal substance abuse problems may request Family Medical Leave and may utilize personal leave, or leave without pay to participate in a rehabilitation program without jeopardizing their continued employment with the City, provided they stop all involvement with any and all such substances. Voluntary participation treatment programs will not prevent disciplinary action(s) for procedure violations that have already occurred.

At the conclusion of treatment, arrangements for drug screen follow-up testing will be made. Specific guidelines will be agreed upon by management, supervisors and the rehabilitated employee at the time the employee returns to work. Employees will be allowed only one voluntary or involuntary rehabilitation chance during their employment at the City.

F.7 <u>Involuntary Rehabilitation</u>:

Employees who test positive for alcohol and are determined by a substance abuse professional to be a "qualified individual with a disability" may be afforded the opportunity for involuntary rehabilitation.

If involuntary rehabilitation is offered, the employee must make and keep an appointment with a substance abuse professional within 10 days of notification of a positive alcohol test and notify the City of the date of such appointment. During this ten (10) day period, the employee will be suspended and placed on leave without pay. After the employee meets with the substance abuse professional and confirms that he/she has signed a Release of Information and has made a commitment to work cooperatively with the substance abuse professional, the City will hold the termination in abeyance pending successful completion of any and all treatment/recovery programs prescribed by the substance abuse professional and/or their referrals.

The terms and conditions will be incorporated in a Recovery Contract agreed upon by the employee and the substance abuse professional. The employee will be required to enter into a Treatment/Recovery Contract with the substance abuse professional for a period of time as specified by the substance abuse professional.

The employee must sign the standard Release of Information allowing the substance abuse

professional to talk to the employee's supervisor about the employee's recovery program, his/her progress with the program, and whether successful completion of the program was accomplished.

The employee will remain suspended during the recovery period and will be placed in a personal LWOP status. The employee will be eligible for return to work to his/her, position after the successful completion of the substance abuse professional Treatment/Recovery Contract. To be eligible for reinstatement, the individual must provide documented proof to the substance abuse professional, and the substance abuse professional must confirm to the Employer that the individual has met all the conditions of the Treatment/Recovery Contract.

All costs of the treatment/recovery program will be borne by the employee or any insurance he/she may have. City insurance is available through a self-pay program for employees in a LWOP status.

Before returning to work after successful completion of the substance abuse professional programs, the employee will be required to enter into a Return to Work Contract with the City. The Return to Work Contract may run concurrently with the substance abuse professional Treatment/Recovery Contract. Failure to successfully complete the substance abuse professional Treatment/Recovery Contract or failure to successfully meet all the terms and conditions of the City's Return to Work Contract will be grounds for immediate termination.

F.8 Compliance with the Americans with Disabilities Act (ADA):

(Excerpts taken from the February 15, 1994 Federal Register (59 CFR 7311) for your reference. The Department referenced herein refers to the U.S. DOT. Employer refers to the City.)

The Americans with Disabilities Act of 1990 (ADA) does not, in any way, preclude or interfere with the employers' compliance with the Department's new or existing drug and alcohol testing regulations. However, Title I of ADA, which prohibits discrimination against a "qualified individual with a disability," may affect the personnel actions an employer may wish to take with respect to some individuals who test positive for drugs or alcohol, or otherwise violate the prohibitions of the Department's drug and alcohol rules.

The ADA specifically authorizes employers covered by DOT regulations to require their employees to comply with the standards established in those regulations, including complying with any rules that apply to employment in safety-sensitive positions as defined in the DOT regulations. Under the ADA, an employee is not viewed as "discriminating" for following the mandates of DOT drug and alcohol rules.

The ADA specifically provides that an employee or applicant who is currently engaging in the illegal use of drugs is not a "qualified individual with a disability." It is clear that an individual who has a positive test result on a DOT-mandated drug test is currently engaging in the illegal use of drugs. Therefore, under Title I, an employer may discharge or deny employment to an individual who has a positive result on a U.S.DOT-mandated drug test.

Unlike the situation with respect to current use of illegal drugs, the use of alcohol contrary to law, Federal regulation, or employer policy does not deprive an individual of status as a "qualified individual with a disability" that he or she would otherwise have under Title I. An individual is protected by Title I, however, only if the individual has a disability in the first place. While, as the EEOC noted in its Title I regulation "individuals disabled by alcoholism are afforded the same protections accorded other

individuals with disabilities" (56 CFR 35752, July 26, 1991), not all individuals who use alcohol in violation of the law, Federal regulations or employer policy are "disabled by alcoholism."

Under Title I, an alcoholic or a person who no longer uses drugs illegally and is receiving treatment or who has been rehabilitated successfully may be a person with a disability and may be entitled to consideration of accommodation, if s/he is qualified to perform the essential functions of a job. However, an employer may discipline, discharge or deny employment to an alcoholic whose use of alcohol adversely affects job performance or conduct to the extent that s/he is not qualified. An employer may hold an employee who engages in illegal use of drugs or who is an alcoholic to the same qualification standards as other employees, even if the unsatisfactory performance or behavior is related to the drug use or alcoholism of the employee.

The ADA does not preclude an employer from disciplining or dismissing an employee who commits a violation of the employer's conduct and performance standards.

GENERAL ALCOHOL AND/OR DRUG SCREEN PERFORMANCE IMPAIRMENT EXAM CONSENT

Employee Name:								
Name of Management Representative Requesting Exam: Name of Management Representative Accompanying Employee:								
							Medical Consent: I,	, consent to the collection of my urine sample by by the Employer to determine the presence of alcohol and/or
							Authorization to Release information : hospital/laboratory to release a statement Employer/Union.	I,, authorize the that the EMIT/GC-MS test result is positive or negative to my
	onsent form, refusal to consent or cooperate fully with the authorize the release of the results to my Employer/Union for termination.							
I also understand that a positive result on grounds for disciplinary action up to and in	the tests, or, evidence of adulteration of the sample, may be cluding termination.							
Employee's Signature	Date							
Management Representative's Signature	 Date							
Management Representative's Printed Nar	 ne							

IMPAIRED BEHAVIOR REPORT FORM

form and attach it to the "Consent F	pairment Exam, the Management Representative must complete th Form". Please describe the behavior or reported behavior that cause		
you to suspect	is impaired.		
Speech			
Dexterity			
Standing/			
Walking			
Judgment/			
Decision-			
making			
Appearance			
(eyes,			
clothing,			
etc.)			
Supervisor			

ADDENDUM "A"				
URINE DRUGS OF ABUSE THRESHOLDS				
	Screening Cutoff	Confirmatory Threshold		
Alcohol – (Ethanol)	0.03 g/dl	0.3 g/dl		
Amphetamines- Amphetamine Methamphetamine	1000 ng/ml	500 ng/ml		
Barbiturates- *Butalbital *Phenobarbital Secobarbital	300 ng/ml 1000 ng/ml 1000-3000 ng/ml 300 ng/ml	300 ng/ml		
Benzodiazepines- *Chlordiazepoxide *Diazepam Oxazepam	300 ng/ml 3000 ng/ml 2000 ng/ml 300 ng/ml	200 ng/ml		
THC (Marijuana)	100 ng/ml	15 ng/ml		
Cocaine Metabolite- Benzoylecgonine	300 ng/ml	150 ng/ml		
Methadone	300 ng/ml	100 ng/ml		
Methaqualone	300 ng/ml	300 ng/ml		
Opiates - Codeine Morphine	1000 ng/ml 300 ng/ml	300 ng/ml		
Phencyclidine	25 ng/ml	25 ng/ml		
Propoxyphene * Starrad items cannot be	300 ng/ml	100 ng/ml		

^{*} Starred items cannot be detected at the lower recommended level. They first show up at the higher defined level due to current sensitivity of the testing procedures.



MEMORANDUM

DATE: December 5, 2024

TO: City Council

FROM: Brooks Chandler, Interim City Manager

SUBJECT: Manager's Report For 12/09/2024 Council Meeting

Directives to Management-

- 1. Examine conversion of construction camps to permanent housing- City Planner Erin Reinders has been tasked with examination of zoning ordinance changes necessary to provide for bunkhouse/rooming house uses to allow permanent use of housing initially constructed as temporary construction worker housing.
- 2. Examine quarterly budgeting- Memorandum from Finance Director is an agenda item.
- 3. Public Relations- The job description for the Assistant City Manager position has been modified to include a public information officer component. My thinking was that there would not be enough work to justify a full-time public information officer position, that it would be difficult to attract someone to a part time position and that the occasional need for immediate public information would not always fit well within a part time position. Recognizing that success in this job duty will be assisted by mentoring an RFP for public information services will be issued the week of December 9.

CBA- Approval of the 2025-2027 agreement with the City of Nome Employees Association is pending union member ratification as of the time of this report. Council approval is on the agenda assuming the agreement will be ratified by CNEA membership. More details are in the council packet.



phone 907.443.6663 fax 907.443.5345

City Manager Search- The expectation is that the recruitment brochure will be completed this week. The HR Director and myself have examined Alaska city manager salaries. This information will be in the packet. Direction on a salary range can be discussed in open session as the result will be included in the brochure.

Assistant City Manager- Megan Onders starts work for the people of Nome as their Assistant City Manager on December 9. She will be responsible for economic development and public relations tasks.

Kawerak Lease of Monofill Building- Ordinance for final approval is on the agenda.

Hazard Mitigation Plan Update- The initial meeting between the planning committee and the state contractor has been held. The first task of the committee was updating the critical infrastructure to be included in the plan. It will now be several months before the state contractor generates a draft update for committee review.

Police Department Shoulder Patch- In process. We still have not selected a designer. Price quotes for sewing have been obtained.

Police Accreditation- status report from Public Safety is attached.

Deep Draft Arctic Port- Funds have been received and deposited with Northrim Bank. We are still awaiting ACOE's signature on the escrow agreement.

NACTECH- Public Works is finalizing minor repairs to the city grader that NACTECH will be using as a training unit.

Christmas Extravaganza- Very nice turnout (both in person and virtual). Many thanks to Angie Nguyen, Cheryl Thompson, Public Works staff, Tom Nguyen, Dana Langston, Glenn Steckman, Mayor Handeland, Nome Community Center/XYZ Center, Pastor Keith Bateman of the Nazarene Church, Evangelical Covenant Church Choir and Bell Choir, Nome-St. Lawrence Island Dance Group, KNOM, Landbridge Tollbooth, Loose Dogs and Santa!

MOA's – from my previous to do list the MOA with Nome Animal House has been finalized.

Remaining to be done:

MOA with Nome Public Schools governing responsibilities for maintenance and operation of the Nome Public Pool.

MOA with NACTECH on use of the Nome Public Pool.

MOA with the Nome Winter Sports Association for seasonal use of the ice rink and outbuildings.

MOA with Rural Alaska Animal Rescue regarding vaccines and animal licensing. MOA with NVFD regarding passes for use of the Recreation Center.





City of Nome POLICE DEPARTMENT MEMORANDUM



To: Brooks Chandler

City of Nome

DEPARTMENT

From: Austin Martino

City of Nome

Police Department

Date: 12/5/2024

Telephone: 907-443-5262

Subject: Accreditation Update

To whom may concern,

This memo is to serve as an update on the progress of Accreditation for the Nome Police Department as of 12/5/2024.

The policy rewrite has been completed and are now in compliance with the standards laid out by the North Western Accreditation Alliance (NWAA). With each policy comes proofs for the respective requirements. All of the proofs are completed with the exception of the inspection of the evidence room. Through this process I have worked with Barb Ripley who is an NWAA assessor who has gone in behind me as I completed the proofs to verify they meet the standard. Once all of the proofs are met Scott Hayes will then review our policy and proofs in Power DMS to ensure compliance as the final inspection.

Paul has been working on cleaning out and organizing the evidence room. He has been working daily with destroying evidence as required by state statue. For the pieces that are required to be kept, he has been inventorying in Crimestar. The evidence room is expected to be brought up to NWAA requirements by the end of this year.

Once this is completed and Power DMS is reviewed by Mr. Hayes we will then schedule a site visit with an assessor to verify site compliance.

Thank you,

Austin Martino
Accreditation Manager