

**Mayor**  
John K. Handeland

**Manager**  
Glenn Steckman

**Clerk**  
Dan Grimmer



**Nome Common Council**  
Scot Henderson  
Mark Johnson  
Maggie Miller  
Adam Martinson  
Cameron Piscoya  
M. Sigvanna Tapqaq

**NOME COMMON COUNCIL  
REGULAR MEETING AGENDA  
MONDAY, JUNE 24, 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

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ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [A.](#) 24-06-10 Nome Common Council Meeting Minutes,

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COMMUNICATIONS

- [A.](#) May 23, 2024 Letter to Mayor John K Handeland re: 2024 DOT & PF Projects,

**PAGE 10**

- [B.](#) Arctic Gold Properties for Sale,

**PAGE 14**

- [C.](#) Arctic Gold Properties for Sale,

**PAGE 22**

- [D.](#) Alaskan Grown Cannabis AMCO Renewal Notice,

**PAGE 24**

- [E.](#) Nome Grown AMCO Renewal Notices,

**PAGE 26**

- [F.](#) June 21, 2024 Memo to Mayor Handeland and the Nome Common Council re: Estimated Tax Revenue After Removing Exemption for Commercial Aircraft,

**PAGE 30**

CITIZEN'S COMMENTS

UNFINISHED BUSINESS

- [A.](#) 0-24-06-09 An Ordinance Amending Section 10.30.100 of Nome Code of Ordinances to Require Proof of Rabies Vaccination prior to Importing any Dog into the City of Nome and Amending the Minor Offense Fine Schedule **SECOND READING/PUBLIC HEARING/FINAL PASSAGE,**

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NEW BUSINESS

- [A.](#) A June 17, 2024 Memo re: Consideration of Late Filing for Senior Exemption by Michael and Betty Hannigan,  
**PAGE 34**
- [B.](#) A June 17, 2024 Memo re: A Personal Property Tax Late Filing by Mr. Ian Foster,  
**PAGE 37**
- [C.](#) A June 17, 2024 Memo re: The Late filing for 2024 Municipal Sales Tax Exemption by ANTHC,  
**PAGE 39**
- [D.](#) R-24-06-04 A Resolution Approving a Contract Between the Nome Chamber of Commerce and the City of Nome for Operation of the Nome Convention and Visitors Bureau,  
**PAGE 46**
- [E.](#) R-24-06-05 A Resolution Approving a Contract with Legislative Consultants in Alaska (LCIA) For State Lobbying Services for FY25,  
**PAGE 55**

UTILITY MANAGER'S REPORT

CITY MANAGER'S REPORT

- [A.](#) 24-06-24 City Manager Report,  
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CITIZEN'S COMMENTS

COUNCIL MEMBER'S COMMENTS

MAYOR'S COMMENTS AND REPORT

EXECUTIVE SESSION

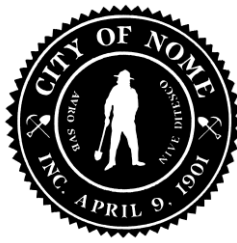
- A. Matters of which by law, municipal charter or ordinance are required to be confidential re:  
The subjects of Police Matters & Property Acquisitions,

ADJOURNMENT

**Mayor**  
John K. Handeland

**Manager**  
Glenn Steckman

**Clerk**  
Dan Grimmer



**Nome Common Council** Item A.  
Scot Henderson  
Mark Johnson  
Maggie Miller  
Adam Martinson  
Cameron Piscoya  
M. Sigvanna Tapqaq

**NOME COMMON COUNCIL**  
**REGULAR & EXECUTIVE SESSION MEETING AGENDA**  
MONDAY, JUNE 10, 2024 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

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**ROLL CALL at 07:05 PM**

Members Present: C. Johnson (Zoom), C. Martinson, C. Piscoya (Excused), C. Henderson, C. Miller (Excused), C. Tapqaq (Phone)

Also Present: John K. Handeland, Mayor; Glenn Steckman, City Manager; Dan Grimmer, City Clerk; Nickie Crowe, Finance Director (Zoom); Charles Cacciola, City Attorney

In the Audience: Troy Walker, Brad Soske, Thomas Simonsson, Cole Cushman, Diana Haecker

**APPROVAL OF AGENDA**

A Motion to Approve the Agenda was made by C. Henderson and Seconded by C. Martinson.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C. Tapqaq

Nay:

The motion **CARRIED**.

**APPROVAL OF MINUTES**

A. 24-05-28 Nome Common Council Work Session and Regular Meeting Minutes,

A Motion to Approve the Meeting Minutes for 05/28/24 was made by C. Henderson and Seconded by C. Martinson.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C. Tapqaq

Nay:

The motion **CARRIED**.

**COMMUNICATIONS**

- A. Polar Bar AMCO Renewal Notice,
- B. Hanson Trading Company AMCO Renewal Notice,
- C. Alaska Commercial AMCO Renewal Notice,
- D. Nome Liquor Store AMCO Renewal Notice,
- E. Board of Trade AMCO Renewal Notice,

- F. VFW AMCO Renewal Notice,

**CITIZEN'S COMMENTS**

No Comments

**UNFINISHED BUSINESS**

- A. O-24-06-01 An Ordinance to Establish, Approve and Adopt the FY 2025 City of Nome General Fund Municipal Budget and Exercising the Power to Assess and Authorize the Levy of a General Property Tax, **SECOND READING/PUBLIC HEARING/FINAL PASSAGE**,

For the purpose of holding a public hearing, the Council recessed at 7:09 PM.

The Council reconvened at 7:10 PM.

There was discussion started by C.Henderson asking for clarification on the amendment to remove the flatbed truck from the General fund budget. There was discussion about the benefits of having the tow truck as well as the difficulties of not having one. There is continued discussion about looking at the private sector for this service. A Memo was drafted by the Finance Director showing the Flatbed truck being removed from the budget.

A Motion to Ammend this Ordinance was made by C.Henderson and Seconded by C.Martinson removing the flatbed truck from the General fund budget.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Tapqaq

Nay:

The motion **CARRIED**.

C.Henderson reviewed the Changes in the General Fund budget and what was decided. The Mill Rate was discussed and the approval of the Nome Public Schools Budget. C.Henderson voiced concern about the budget deficit and the council approving a budget expense with the school that is larger than previous years.

The council was reminded by the City Manager that the Mill Rate and School Budget was under a strict timeline by Alaska Statute to approve these budgets.

C.Henderson confirmed the amount of defecit in which the City is operating without any additional revenue sources with the exception of the increase in Mill Rate. The Finance Director updated the council on how much money the City has in Reserves.

A Motion to Adopt this Ordinance was made by C.Henderson and Seconded by C.Martinson.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Tapqaq

Nay:

The motion **CARRIED**.

- B. O-24-06-02 An Ordinance to Establish, Approve and Adopt the FY 2025 City of Nome School Debt Service Fund Budget, **SECOND READING/PUBLIC HEARING/FINAL PASSAGE**

For the purpose of holding a public hearing, the Council recessed at 7:34 PM.

The Council reconvened at 7:34 PM

A Motion to Adopt this Ordinance was made by C.Henderson and Seconded by C.Martinson.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Tapqaq

Nay:

The motion **CARRIED**.

- C. O-24-06-03 An Ordinance to Establish, Approve and Adopt the FY 2025 City of Nome Special Revenue Fund Budget, **SECOND READING/PUBLIC HEARING/FINAL PASSAGE**,

For the purpose of holding a public hearing, the Council recessed at 7:35 PM.

The Council reconvened at 7:36 PM

A Motion to Adopt this Ordinance was made by C.Henderson and Seconded by C.Martinson.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Tapqaq

Nay:

The motion **CARRIED**.

- D. O-24-06-04 An Ordinance to Establish, Approve and Adopt the FY 2025 City of Nome Capital Projects Fund Budget, **SECOND READING/PUBLIC HEARING/FINAL PASSAGE**,

For the purpose of holding a public hearing, the Council recessed at 7:39 PM.

The Council reconvened at 7:40 PM

A Motion to Adopt this Ordinance was made by C.Henderson and Seconded by C.Martinson.

This Ordinance has a Memo from the Finance Director the reflects changed to budget items and totals.

A Motion to Ammend this Ordiance was made by C.Henderson and C.Martinson

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Tapqaq

Nay:

The motion to Ammend the Ordinance **CARRIED**.

The Adoption of the Amended Ordinance

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Tapqaq

Nay:

The motion **CARRIED**.

- E. O-24-06-05 An Ordinance to Establish, Approve and Adopt the FY2025 City of Nome Construction Capital Projects Fund Budget, **SECOND READING/PUBLIC HEARING/FINAL PASSAGE**,

For the purpose of holding a public hearing, the Council recessed at 7:42 PM.  
The Council reconvened at 7:42 PM

A Motion to Adopt this Ordinance was made by C.Henderson and Seconded by C.Martinson.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Tapqaq

Nay:

The motion **CARRIED**.

- F. O-24-06-06 An Ordinance to Establish, Approve and Adopt the FY 2025 City of Nome Port of Nome Fund Budget, **SECOND READING/ PUBLIC HEARING/FINAL PASSAGE**

For the purpose of holding a public hearing, the Council recessed at 7:43 PM.

The Council reconvened at 7:44 PM

A Motion to Adopt this Ordinance was made by C.Henderson and Seconded by C.Martinson.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Tapqaq

Nay:

The motion **CARRIED**.

- G. O-24-06-07 An Ordinance to Establish, Approve and Adopt the FY 2025 City of Nome Port of Nome Capital Projects Fund Budget, **SECOND READING/PUBLIC HEARING/FINAL PASSAGE**

For the purpose of holding a public hearing, the Council recessed at 7:45 PM.

Public Hearing was heard from Mr. Troy Walker about the Port project. Mr. Walker expressed concerns about the extension of the port disrupting the current and creating a sand build up. He expressed the need for studies to be made to address the potential ecological effects upon the river and ocean. Mayor Handeland updated Mr. Walker with the surveying and studies that have already been done with this project to address those issues.

The Council reconvened at 7:50 PM

A Motion to Adopt this Ordinance was made by C.Henderson and Seconded by C.Martinson.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Tapqaq

Nay:

The motion **CARRIED**.

- H. O-24-06-08 An Ordinance Amending Section 3.10.120 of the Code of Ordinances to Provide for Minor Offense Citations for Violations of Ordinances Regulating Taxicabs, Buses and Vehicles for Hire and Modifying the Minor Offense Fine Schedule, **SECOND READING/PUBLIC HEARING/FINAL PASSAGE**

For the purpose of holding a public hearing, the Council recessed at 7:52 PM.

The Council reconvened at 7:52 PM

Discussion: C.Henderson asked about the motivation behind changing this ordinance. The City Manager, Glenn Steckman addressed the difficulty of having these violations as civil infractions versus having them as minor offenses.

A Motion to Adopt this Ordinance was made by C.Henderson and Seconded by C.Martinson.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Tapqaq

Nay:

The motion **CARRIED**.

- I. O-24-06-09 An Ordinance Amending Section 10.30.100 of Nome Code of Ordinances to Require Proof of Rabies Vaccination Prior to Importing any Dog into the City of Nome and Amending the Minor Offense Fine Schedule, **FIRST READING/DISCUSSION**,

A Motion to Pass this Ordinance on to Second Reading/Public Hearing/Final Passage was made by C.Henderson and Seconded by C.Martinson.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Tapqaq

Nay:

The motion **CARRIED**.

### **NEW BUSINESS**

- A. R-24-06-01 A Resolution Appointing Dan Grimmer as Acting City Manager for June 25th Through July 9th, 2024,

A Motion to Adopt Resolution 24-06-01 was made by C.Henderson and Seconded by C.Martinson.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Tapqaq

Nay:

The motion **CARRIED**.

- B. R-24-06-02 A Resolution Appointing Dan Grimmer, City Clerk to Serve as the City Treasurer,

A Motion to Adopt Resolution 24-06-02 was made by C.Henderson and Seconded by C.Martinson.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Tapqaq

Nay:

The motion **CARRIED**.

- C. R-24-06-03 A Resolution Approving a Contract with Windward Strategies for Federal Lobbying Services for the Fiscal Year 2025,

A Motion to Adopt Resolution 24-06-03 was made by C.Henderson and Seconded by C.Martinson.

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Tapqaq

Nay:

The motion **CARRIED**.

### **UTILITY MANAGER'S REPORT**

Thomas Simonsson, Superintendent- City Crew will be cleaning out sewer lines and servicing fire hydrants. There will be a new cell tower by the High School and receiver by the Icy View Fire Station. There is a Lift station project on N Street that is partially being funded by NSHC. A thank you to from NJUS to the HR Director for the successful Job Fair. There were several job applications for NJUS that came from that Job Fair. Mayor Handeland reminded to be aware of Potential open man holes when the sewer maintenance is undergoing. There is collaboration with King Island and the Village of Solomon to evaluate the grade difference on 6<sup>th</sup> avenue.

### **CITY MANAGER'S REPORT**

#### A. City Manager Report,

City Manager acknowledged the Police Department in removing a sexual offender from the community. The PD is about 90% completion in their accreditation process. Creating an inpound yard is something that is holding up some of this process at this point. The accreditation could reduce the insurance rates. There is interest in restoring the Seppala House.

### **CITIZEN'S COMMENTS**

No Comments

### **COUNCIL MEMBER'S COMMENTS**

C.Tapqaq- No Comment

C.Johnson- No Comment

C.Henderson- Good news with the PD working through the accreditation process. Thanks to Cynthia, HR Director and Angie Nguyen with the Spring Clean-up.

C.Martinson- No Comment

### **MAYOR'S COMMENTS AND REPORT**

Kudos for the clean-up success. He reminded everyone that this is not a once a month or once a year activity. Asked if bags are still available for people. Bags can be obtained through the clerks office. Midnight Sun is coming up. There is not yet traction with the Midnight Sun Parade as the past organizer is no longer in the community. If there are any individuals that are interested they can reach out to Mayor Handeland. We are having great weather this year.

### **EXECUTIVE SESSION**

A Motion was made to recess into executive session by C.Henderson and seconded by C.Martinson

At the roll call:

Aye: C. Johnson, C. Martinson, C. Henderson, C.Tapqaq

Nay:

The motion **CARRIED.**



- A. Subjects that Tend to Prejudice the Reputation and Character of any Person,
- B. Police matters which by law, municipal charter, or ordinance are required to be confidential

**ADJOURNMENT**

The Council reconvened from Executive session and the meeting adjourned at 09:05PM

**APPROVED and SIGNED** this 24<sup>th</sup> Day of June 2024.

\_\_\_\_\_  
**JOHN K. HANDELAND**  
**Mayor**

\_\_\_\_\_  
**DAN GRIMMER**  
**City Clerk**



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Transportation Item A.

**Public Facilities**

OFFICE OF THE COMMISSIONER  
Ryan Anderson, P.E., Commissioner

PO Box 112500  
Juneau, Alaska 99811-2500  
Main: 907.465.3900  
dot.alaska.gov

May 23, 2024

Mayor John Handeland  
City of Nome  
PO Box 281  
Nome, AK 99762

Dear Mayor Handeland:

As 2024 DOT&PF construction kicks off across the state, we're excited to share information about the projects in your community and offer resources to keep you informed throughout the season. We've been continuing to make improvements to our tools to increase communication and transparency to what you can expect to see this season. Community engagement is ongoing, and we encourage you to interact with these tools and connect with us.

We are excited to announce that we expect the following project to be active in your community this year:

- Nome Kougarok Road MP 61.5, MP 66.5, and MP 79.5 Perm Repair

Enclosed with this letter is a project information sheet with an overview of the project, including maps and contact information. We would also like to share some online resources that you may find helpful this season:

**2024 Construction Website** at [dot.alaska.gov/construction](https://dot.alaska.gov/construction): You will find an interactive map that allows you to explore road, airport, and harbor projects across the state. Zoom in and click on projects to see detailed information on project scopes, traffic impacts, contact information, funding sources, and links to more information.

**Alaska 511**: Find traffic impacts from road projects (along with road cameras, maintenance activities, and more) through the Alaska 511 system, which includes [511.alaska.gov](https://511.alaska.gov), the 511 Alaska mobile app, and by phone at 5-1-1.

Please pass along these resources to anyone in your community who may be interested. We also welcome your questions and feedback. If you have questions about specific projects, please

*“Keep Alaska Moving through service and infrastructure.”*

reach out using the contact information provided on the attached information sheets. You can also contact my office any time at [dot.commissioner@alaska.gov](mailto:dot.commissioner@alaska.gov) or 907-465-3900.

Sincerely,



Ryan Anderson, P.E.  
Commissioner

Enclosure(s)



Alaska Department of Transportation and Public Facilities

# 2024 Construction Project Overview



**Project Name:** Nome Kougarok Road MP 61.5, MP 66.5, and MP 79.5 Permanent Repair

**Project Number:** NDRER00895

**Project Description:** Through this project we will construct permanent repairs to Kougarok Road at MP 61.5, MP 66.5, and MP 79.5. Work includes roadway reconstruction and drainage improvements.

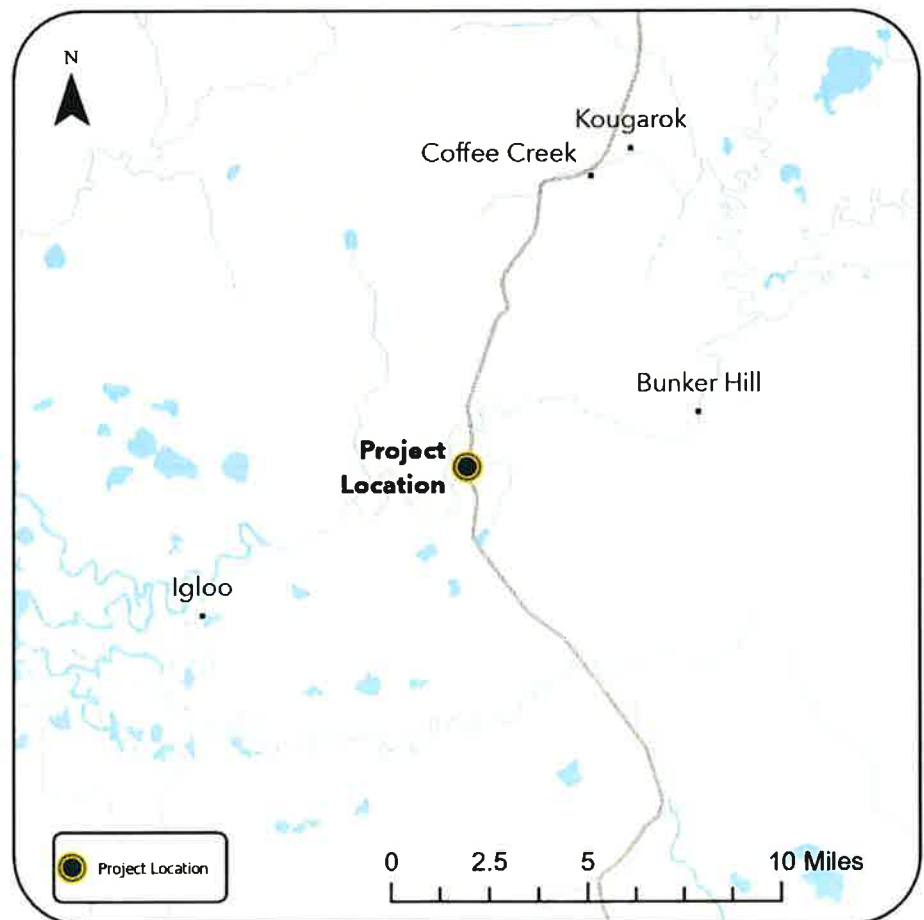
**Project Website:** <https://arcg.is/5PTiS0>

**Anticipated/Actual Start:** 2024

**Anticipated End:**

**Project Contact:**

John Perreault  
907-451-5311  
[john.perreault@alaska.gov](mailto:john.perreault@alaska.gov)



Visit the APEX website:

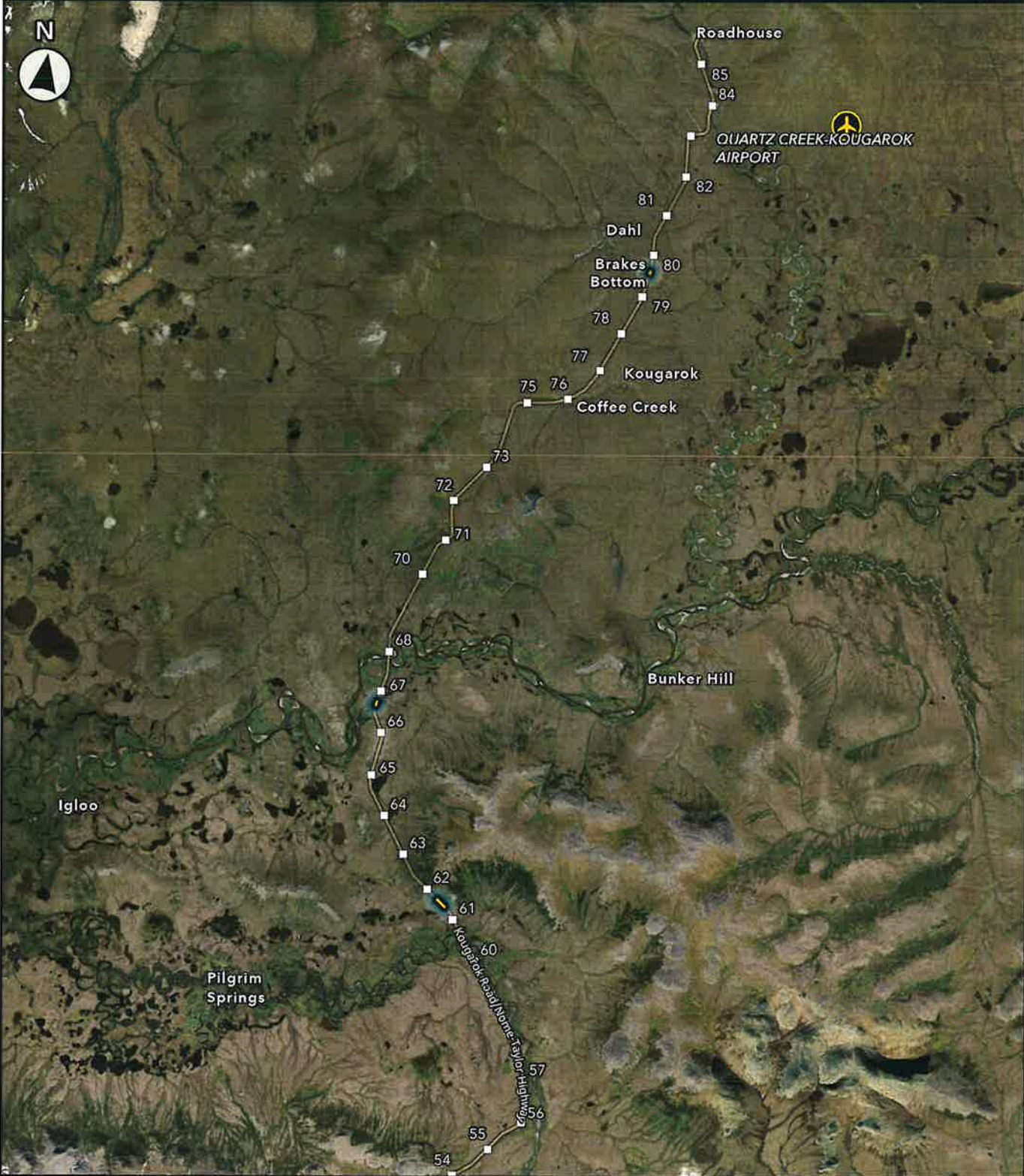



<https://dot.alaska.gov/construction>

It is the policy of the Alaska Department of Transportation and Public Facilities (DOT&PF) that no one shall be subject to discrimination on the basis of race, color, national origin, sex, age, or disability, regardless of the funding source, including Federal Transit Administration, Federal Aviation Administration, Federal Highway Administration, Federal Motor Carrier Safety Administration and State of Alaska funds.



# Nome Kougarok Road MP 61.5, MP 66.5, and MP 79.5 Permanent Repair Map




 Project Footprint

 Mileposts

 DOT&PF Controlled Airports

0 2.5 5 Miles



### Dredge 6 Area Land Sale

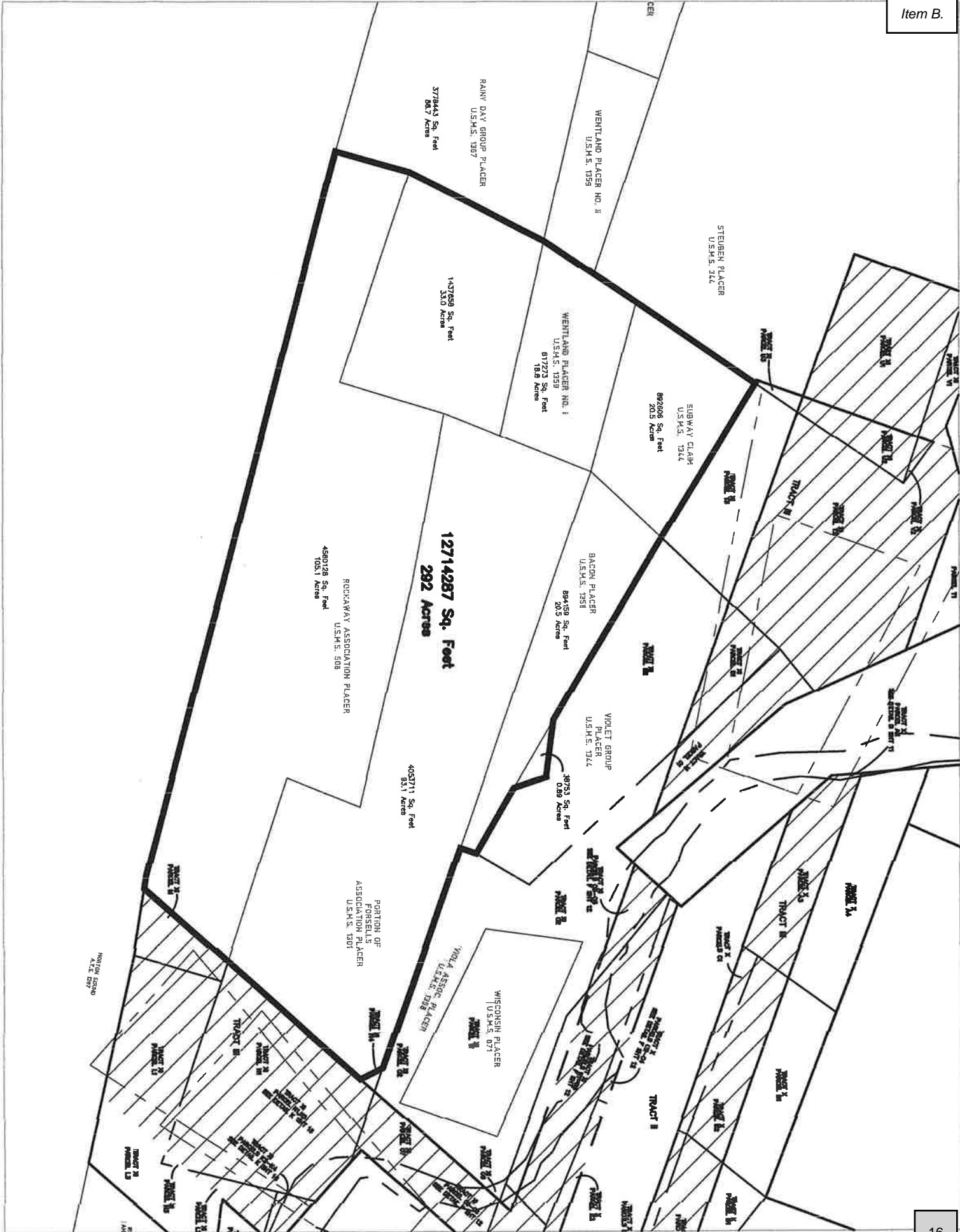
Lot, Tract Name:	Acreage	Price per acre	Total
Multi MS	292	40,000.00	\$11,680,000.00
Total:			\$11,680,000.00
Expenses approximal*:			\$0.00
Subtotal:			\$11,680,000.00

\* - Potencial buyer will pay all subdivision fees









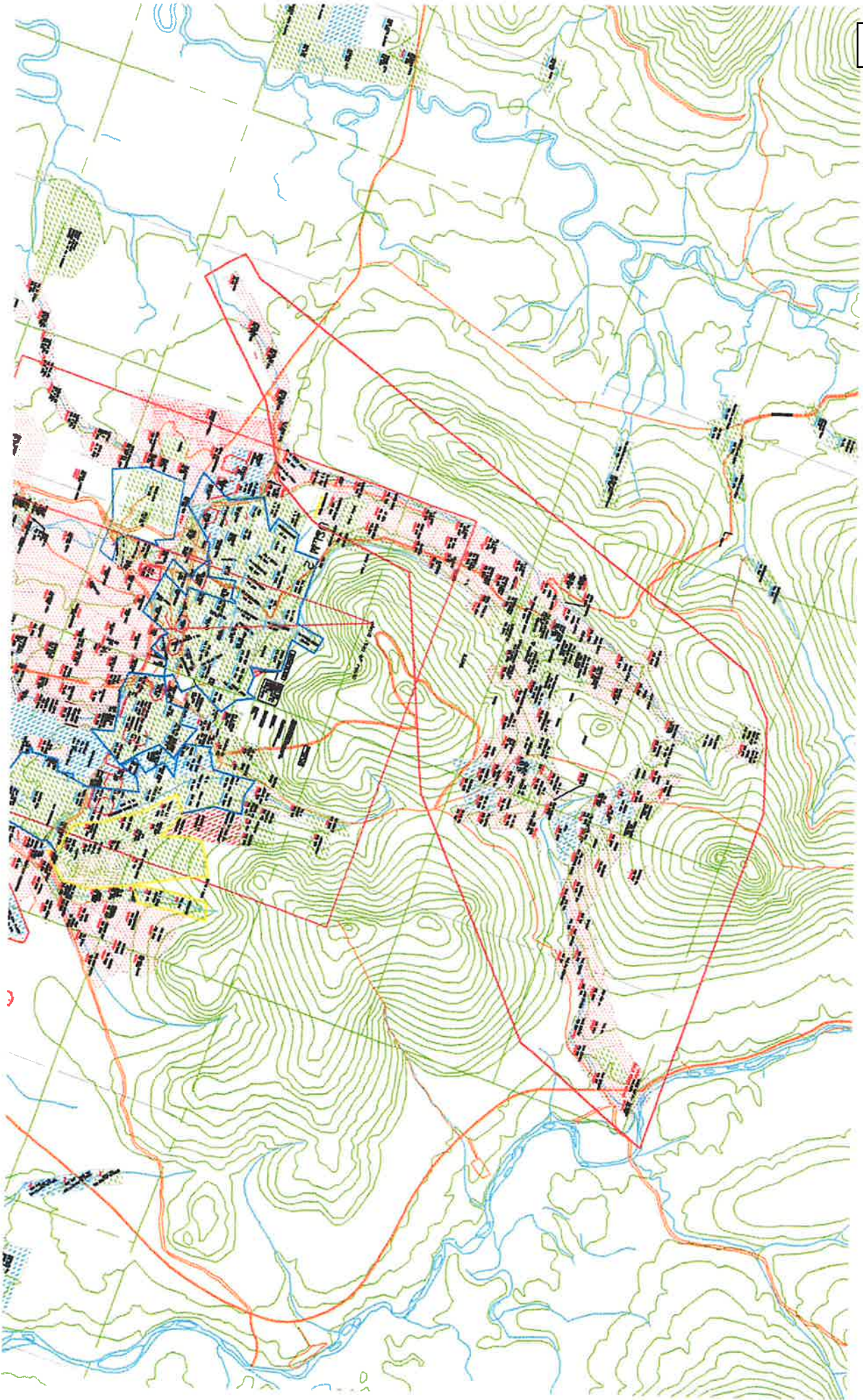


Dredge 6 Area & Anvil, Dexter Creeks Land Sale.

Lot, Tract Name:	Acreage	Price per acre	Total
Multi MS*	292	35,000.00	\$10,220,000.00
Multi MS**	1,466.52	1,400.00	\$2,053,128.00
Total:			\$12,273,128.00
			\$12,280,000.00 Sale price

\*- Potencial buyer dredge 6 are properties, will pay all subdivision fees

\*\* -In Package 91 Patent Claims with mineral righth.





## Anvil, Dexter Creeks Claims Name and Acreage

MS #	Claim Name	Acre	Less	Remain
466	Excess R. L. Placer	19.23	0.00	19.23
466	No. 3 Below Discovery	15.60	0.00	15.60
466	No. 4 Below Discovery	19.84	0.00	19.84
466	No. 5 Below Discovery	19.19	0.00	19.19
466	No. 6 Below Discovery	19.60	0.00	19.60
485	No. 7 Bench Placer	20.00	0.00	20.00
485	Moonlight Fraction	2.15	0.00	2.15
485	No. 2. Below on Moonligh Creek Placer	9.74	0.00	9.74
1153	No. 2 Below Discovery Placer	18.91	0.00	18.91
722	No. 1 Above Placer	18.03	0.00	18.03
722	Zip Coon Fraction	1.16	0.00	1.16
722	Discovery Placer	18.80	0.00	18.80
1368	Good Luck Bench No. 3 Below	15.77	0.00	15.77
722	No. 1 Above Placer	18.03	0.00	18.03
433	My Girl Placer Claim	20.00	0.00	20.00
2114	Dayton Bench	19.49	0.00	19.49
722	No. 2 Above Placer	19.37	0.00	19.37
345	Snow Shoe Placer	19.27	0.00	19.27
345	Alabama Placer	14.22	0.00	14.22
2113	Florence Bench	19.34	0.00	19.34
1247	No. 3, Above Placer (Anvil Creek)	19.28	0.00	19.28
434	My Own Placer Claim	18.62	0.00	18.62
435	Delaware Fraction	6.44	0.00	6.44
1253	K.L. Placer	13.38	0.00	13.38
1205	Bench Claim No. 5 Below Placer	16.94	0.00	16.94
1192	No. 4 Above Placer	20.00	0.00	20.00
1287	No. 4 Below Specimen Gulch Place	17.06	0.00	17.06
1253	Omisk Fraction Placer	4.69	0.00	4.69
1184	Fabiola Bench Placer	13.78	0.00	13.78
347	No. 3 Below Specimen Gulch	18.43	0.00	18.43
714	No. 5 Above Placer	19.61	0.00	19.61
714	No. 6 Above Placer	19.92	0.00	19.92
714	No. 1 on Quartz Gulch Placer	13.68	0.00	13.68
714	No. 2 on Quartz Gulch Placer	3.71	0.00	3.71
2118	Anvil Fraction	0.31	0.00	0.31
428	No. 7 Above on Anvil	19.08	0.00	19.08
1223	No. 8 Above Discovery (or Eva L)	18.57	0.00	18.57
1183	Harold Bench Placer	18.32	0.00	18.32
1183	Highland Chief Placer	19.56	0.00	19.56
1342	No. 3 Specimen	12.70	0.00	12.70

1342	No. 4 Specimen	13.71	0.00	13.71
2125	Bench Claim No. 4	18.67	0.00	18.67
750	Bench Claim No. 4 Above Specimen Gulch Placer	16.92	0.00	16.92
1341	No. 3 Grass Gulch Placer Mining Claim	17.40	0.41	16.99
2126	Bullion Placer Mining Claim	19.89	0.00	19.89
1255	No 2. Bench Placer	14.40	0.00	14.40
1255	Golden Bench Placer	19.60	0.00	19.60
1255	Louise Bench Placer	14.00	0.00	14.00
2126	Bullion Placer Mining Claim	19.89	0.00	19.89
719	No. 3 Left Fork Dexter Creek Place	18.70	0.00	18.70
719	No. 2 Left Hand Branch Dexter Creek Placer	13.96	0.00	13.96
719	No. 1 Left Hand Branch Dexter Creek Placer	17.03	0.00	17.03
2126	Eagle Bench	10.67	0.00	10.67
2126	Nugget Claim	13.89	0.00	13.89
418	No. 13 Above on Dexter Creek	10.34	0.00	10.34
523	No. 1 Grass Gulch Placer	17.60	0.00	17.60
478	Bench No. 1 on Grass Gulch Place	16.54	0.00	16.54
478	Bella Fraction	1.04	0.00	1.04
1293	Good Luck Fraction Placer (Dexter Creek)	8.68	0.00	8.68
1246	No. 11 on Dexter Creek Placer	8.60	0.00	8.60
385	No. 9 Above Discovery Placer	19.61	0.00	19.61
1149	Oro Grande Placer	19.99	0.00	19.99
1221	No. 10 Above Discovery	15.00	0.00	15.00
1221	No. 11 Above Discovery	15.06	0.00	15.06
1195	Nakkela Placer	9.54	0.00	9.54
1196	Lena Placer	11.32	0.00	11.32
1196	Mattie Placer	14.13	0.00	14.13
1386	Mandeline Fraction Placer	11.71	0.00	11.71
672	No. 13 Left Fork Anvil Creek	18.96	0.00	18.96
2115	Seattle Bench Claim	35.13	0.00	35.13
346	No. 2 on Deer Gulch Placer	11.42	0.00	11.42
1254	All Gold Fraction Placer	4.20	0.00	4.20
1254	Sugar Mine Bench Grouse Creek Placer	16.03	0.00	16.03
1179	Molasses Placer	18.94	0.00	18.94
1816	Snow Bird Placer	7.78	0.00	7.78
1357	Opal Placer	31.79	0.00	31.79
1802	Malamute Association Placer	34.45	0.00	34.45
476	No. 1 on Grouse Gulch Placer	13.71	0.00	13.71
477	Bloomer Bench Placer	18.12	0.00	18.12

713	No. 8 Above Dexter Creek Placer Claim	9.52	0.00	9.52
511	Empire Placer	13.98	0.00	13.98
511	No. 7 Dexter Creek	12.48	0.00	12.48
511	No. 6 Dexter Creek Placer	14.66	0.00	14.66
511	No. 6 Bench Placer	19.58	0.00	19.58
712	No. 5 Above on Dexter Creek Placer Claim	8.56	0.00	8.56
1394	Red Fox Group Placer	40.00	0.00	40.00
1394	Owl Group Placer	35.00	0.00	35.00
510	No. 4 Dexter Creek Placer	12.13	0.00	12.13
510	No. 3 Dexter Creek Placer	17.67	0.00	17.67
711	No. 2 Above on Dexter Creek Placer Claim	14.73	0.00	14.73
509	No. 1 Dexter Creek Placer	12.60	4.94	7.67
1394	White Fox	40.00	19.22	20.78
	Total Acreage:	1,491.08	24.56	1,466.52



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

June 13, 2024

From: [Alcohol.licensing@alaska.gov](mailto:Alcohol.licensing@alaska.gov) ; [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)

Licensee: Milano's Pizzeria, Inc

DBA: Milano's Pizzeria

VIA email: [cjache@hotmail.com](mailto:cjache@hotmail.com); [kjchungam@gmail.com](mailto:kjchungam@gmail.com)

Local Government 1: Nome City and Borough

Local Government 2:

Via Email: [bhamond@nomealaska.org](mailto:bhamond@nomealaska.org); [dgrimmer@nomealaska.org](mailto:dgrimmer@nomealaska.org); [clerksoffice@nomealaska.org](mailto:clerksoffice@nomealaska.org)

Community Council:

Via Email:

RE: Restaurant Eating Place License - #1450 Combined Renewal Notice

<b>License Number:</b>	1450
<b>License Type:</b>	Restaurant Eating Place License
<b>Licensee:</b>	Milano's Pizzeria
<b>Doing Business As:</b>	Milano's Pizzeria
<b>Physical Address:</b>	110 Front Street
<b>Designated Licensee:</b>	Kung OK Kang
<b>Phone Number:</b>	253.670.3671
<b>Email Address:</b>	<a href="mailto:cjache@hotmail.com">cjache@hotmail.com</a>

License Renewal Application

Endorsement Renewal Application

**Dear Licensee:**

Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(ies), your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(ies) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **June 25<sup>h</sup>, 2024**, board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The

board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the [Alcohol.licensing@alaska.gov](mailto:Alcohol.licensing@alaska.gov) email address if you have any questions.

**Dear Local Government:**

We have received completed renewal applications for the above listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsement, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had reasonable opportunity to defend the application before the meeting of the local governing body.

If you have any questions, please email [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov).

Sincerely,

A handwritten signature in blue ink that reads "Joan M. Wilson". The signature is written in a cursive, flowing style.

Joan M. Wilson, Director  
907-269-0350



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

June 7, 2024

Licensee: Rural Retail Northwest, LLC

DBA: Alaskan Grown Cannabis

VIA email: [kalla@akgrowncannabis.com](mailto:kalla@akgrowncannabis.com)

Local Government: Nome

Via Email: [bhammond@nomealaska.org](mailto:bhammond@nomealaska.org) ; [dgrimmer@nomealaska.org](mailto:dgrimmer@nomealaska.org) ; [clerksoffice@nomealaska.org](mailto:clerksoffice@nomealaska.org)

Re: Retail Marijuana Store #11119 Combined Renewal Notice

<b>License Number:</b>	#11119
<b>License Type:</b>	Retail Marijuana Store
<b>Licensee:</b>	Rural Retail Northwest, LLC
<b>Doing Business As:</b>	Alaskan Grown Cannabis
<b>Physical Address:</b>	303-C West E. Street Nome, AK 99762
<b>Designated Licensee:</b>	Kalla Peacock
<b>Phone Number:</b>	907-350-7893
<b>Email Address:</b>	<a href="mailto:kalla@akgrowncannabis.com">kalla@akgrowncannabis.com</a>

License Renewal Application

Endorsement Renewal Application

**Dear Licensee:**

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval,



your 2024/2025 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) email address if you have any questions.

**Dear Local Government:**

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov).

Sincerely,



Joan M. Wilson, Director  
907-269-0350



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

June 10, 2024

Licensee: **Nome Grown LLC**

DBA: Nome Grown LLC

VIA email: nomegrownorganics@gmail.com

Local Government: Nome

Via Email: [bhammond@nomealaska.org](mailto:bhammond@nomealaska.org) ; [dgrimmer@nomealaska.org](mailto:dgrimmer@nomealaska.org)  
[clerksoffice@nomealaska.org](mailto:clerksoffice@nomealaska.org)

Community Council: N/A

Via Email: N/A

Re: Limited Marijuana Cultivation Facility #17594 Combined Renewal Notice

<b>License Number:</b>	#17594
<b>License Type:</b>	Limited Marijuana Cultivation Facility
<b>Licensee:</b>	Nome Grown LLC
<b>Doing Business As:</b>	Nome Grown LLC
<b>Physical Address:</b>	604 W. 1st. Ave NOME, AK 99762- 0808
<b>Designated Licensee:</b>	Gregory Smith
<b>Phone Number:</b>	907-304-2191
<b>Email Address:</b>	nomegrownorganics@gmail.com

License Renewal Application

Endorsement Renewal Application

**Dear Licensee:**

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government

protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2024/2025 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) email address if you have any questions.

**Dear Local Government:**

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov).

Sincerely,



Joan M. Wilson, Director  
907-269-0350



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

June 10, 2024

Licensee: **Nome Grown LLC**

DBA: Nome Grown LLC

VIA email: nomegrownorganics@gmail.com

Local Government: Nome

Via Email: [bhammond@nomealaska.org](mailto:bhammond@nomealaska.org) ; [dgrimmer@nomealaska.org](mailto:dgrimmer@nomealaska.org)  
[clerksoffice@nomealaska.org](mailto:clerksoffice@nomealaska.org)

Community Council: N/A

Via Email: N/A

Re: Retail Marijuana Store #18545 Combined Renewal Notice

<b>License Number:</b>	#18545
<b>License Type:</b>	Limited Marijuana Cultivation Facility
<b>Licensee:</b>	Nome Grown LLC
<b>Doing Business As:</b>	Nome Grown LLC
<b>Physical Address:</b>	605 W. 2nd. Ave. NOME, AK 99762
<b>Designated Licensee:</b>	Gregory Smith
<b>Phone Number:</b>	907-304-2191
<b>Email Address:</b>	nomegrownorganics@gmail.com

**License Renewal Application**

**Endorsement Renewal Application**

**Dear Licensee:**

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2024/2025 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) email address if you have any questions.

**Dear Local Government:**

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

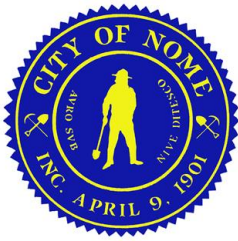
At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov).

Sincerely,



Joan M. Wilson, Director  
907-269-0350



phone 907.443.6663 fax 907.443.5345

## MEMORANDUM

DATE: June 21, 2024

TO: Mayor Handeland and the Nome Common Council

FROM: Bryant Hammond, Special Projects Manager

SUBJECT: Estimated Tax Revenue After Removing Exemption for Commercial Aircraft

Over the past several months, the Common Council has debated the removal of an exemption on commercial aircraft within the City of Nome. This memo is intended to put estimated numbers in front of the Council.

When reporting starts, the assessor will likely have more accurate values after working with the individual carriers. Likewise, time on the ground will change to a more accurate number than the estimates that follow. It is important to note the numbers that follow are truly estimates based on publicly available information which may or may not be current or accurate.

Assuming aircraft are fully taxable while on the ground in Nome at the current mill rate of 11.5, removal of the exemption for commercial aircraft will yield an estimated \$811,843. This amount equals a little less than two mills of property tax at the 2024 rate. This calculation was made using the best available information publicly available on the Internet, determining the fleet composition and the amount of time each aircraft spends on the ground in Nome. Values were estimated through Internet searches for the same or similar aircraft for sale.

The calculation is relatively straightforward. It considers the market value of an aircraft, that is the agreed upon price by a willing buyer and a willing seller both knowledgeable about the asset and the prevailing market trends, and the time that aircraft spends in the taxing district or its time on the ground. Multiplying the two figures together equals the taxable value of the aircraft.

For example, a 737-800 has an estimated market value of \$106,000,000. Let's say that aircraft spends all year on the tarmac, waiting for a charter. For 24 hours a day, 365 days a year, that aircraft is taxable. Therefore, the market value (\$106 million) is the same as the taxable value (\$106 million). Let's assume that during the next year, that same aircraft spends 12 hours a day in the air, transporting Nomeites to and from Hawaii. In this case, the time on the ground, in the taxing district equals 12 hours, for 365 days of the year. The taxable value would be ½ of the market value, because only half the time is spent on the ground. Thus, the taxable value becomes \$53 million. Further illustrating this idea, let's say that Nomeites now have the plane take them to New Zealand and back each day. Assuming the round trip takes 23 hours, the aircraft is only on the ground in the taxing district for one hour of each day, 365 days of the



year. The taxable value of the aircraft, in this case, would be 1/24 of the market value, or \$4,416,667.

The following table illustrates the taxable value and resulting tax liability from several different types of aircraft that operate in and through the Nome airport, assuming each is on the ground for one hour of every day of the year.

<b>Aircraft</b>	<b>Market Value</b>	<b>Taxable Value, assuming 1hr/day, 365 days on the ground</b>	<b>Tax Liability at 11.5 mills</b>
Casa	\$ 1,200,000	\$ 50,000	\$ 575
Caravan	\$ 3,000,000	\$ 125,000	\$ 1,438
DC-9	\$ 30,000,000	\$ 1,250,000	\$ 14,375
737-800	\$ 106,000,000	\$ 4,416,667	\$ 50,792
737-200	\$ 6,500,000	\$ 270,833	\$ 3,115
King Air	\$ 800,000	\$ 33,333	\$ 383

As each aircraft spends more time on the ground, the taxable value, and thus tax liability, increases.

One argument advanced against removing the exemption from Code is that taxing time on the ground in a taxing jurisdiction provides a disincentive to maintaining a fleet in Nome. The Council might consider changing the existing exemption from a 100% exemption to a graduated exemption based on the total annual taxable value of the carrier’s entire fleet. For example, consider the following schedule:

- Annual taxable value is less than \$30 million – no exemption is granted.
- Annual taxable value is between \$30 and \$40 million – 20% exemption on the entire liability
- Annual taxable value is between \$40 and \$50 million – 30% exemption on the entire liability
- Annual taxable value is between \$50 and \$60 million – 40% exemption on the entire liability
- Annual taxable value is over \$60 million – 50% exemption on the entire liability

By instituting a graduated exemption such as described above, the incentive to move aircraft between hubs outside of normal operations is reduced. Depending on other economic factors such as fuel, staffing, overhead, and other municipalities following suit, the graduated system may incentivize the maintenance of additional aircraft in Nome, which further boost the Nome area economy.

**Presented by:**  
City Manager  
**Action Taken:**  
Yes \_\_\_  
No \_\_\_  
Abstain \_\_\_

**CITY OF NOME, ALASKA  
ORDINANCE NO. O-24-06-09**

**AN ORDINANCE AMENDING SECTION 10.30.100 OF NOME CODE OF  
ORDINANCES TO REQUIRE PROOF OF RABIES VACCINATION PRIOR TO  
IMPORTING ANY DOG INTO THE CITY OF NOME AND AMENDING THE MINOR  
OFFENSE FINE SCHEDULE**

**WHEREAS**, the City of Nome endeavors to promote a healthy and safe environment for its citizens; and

**WHEREAS**, the City of Nome regulates vaccinations under Nome Code of Ordinances; and,

**WHEREAS**, Chapter 10.30 requires dogs, cats, and horses be licensed within the City of Nome; and

**WHEREAS**, proof of vaccination for rabies and parvovirus is required to obtain such license; and,

**WHEREAS**, the Nome Common Council wishes to clarify that proof of rabies vaccination is required to import any dog into the City of Nome;

**NOW, THEREFORE, IT IS HEREBY ORDAINED** by the Nome Common Council as follows:

**SECTION 1. Classification.** This is a Code ordinance.

**SECTION 2. Amendment of Section 10.30.100.** Section 10.30.100 of Nome Code of Ordinances is hereby amended to read as follows [additions are underlined; deletions are ~~overstruck~~]:

- (a) No person shall import or assist the import of any dog into the city unless and until said dog has been immunized against



Parvovirus and rabies at least seven days prior to entry of said dog into the city.

(b) Proof of immunization shall be submitted to the city clerk in the form of a signed certification by a licensed veterinarian, or such other similar form of proof acceptable to the city clerk.

(c) Dogs imported into the city without proof of immunization shall be seized and quarantined at the expense of the owner or claimant, and may be destroyed twenty-four hours after seizure unless the owner or claimant removes said dog from the greater Nome area or produces proof of immunization within said twenty-four-hour period. (Ord. O-14-01-01 § 2 (part), 2014)

(d) A person who violates this section is guilty of an infraction and upon conviction shall be fined in the amount set forth in NCO Section 1.20.040, plus any surcharge required by AS 12.55.039. Each day a person commits a violation of this chapter constitutes a separate offense.

**SECTION 3. Amendment to Section 1.20.040.** Section 1.20.040 of the Nome Municipal Code is hereby amended to include the following addition to the fine schedule:

Code Section	Offense	Penalty/Fine
10.30.100	Proof of Immunization	\$500

**SECTION 4. Effective Date.** This ordinance is effective upon passage.

**APPROVED** and **SIGNED** the 10<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
**JOHN K. HANDELAND**  
Mayor

**ATTEST:**

\_\_\_\_\_  
**DAN GRIMMER**  
City Clerk



Item A.  
Item A.

**Date:** June 17, 2024  
**From:** Dan Grimmer, City Clerk  
**Subject:** Council Determination of Disposition of Untimely Filed Senior Citizen Tax Exemption Form

**BACKGROUND & JUSTIFICATION:**

The City Clerk's office is in receipt of a Senior Tax Exemption Application which was not submitted by the February 1, 2024 deadline as required in NCO 17.20.040. The late application is as follows:

Michael and Betty Hannigan                      Received 06/17/2024

Per the letter Attached with the Sr. Exemption form the applicants state that they were out of town during the winter time and missed the filing date. They ask if possible that the Council accepts this late submission.

In accordance with the Nome Code of Ordinances, Section 17.20.030(a), "the City Council for good cause shown may waive the claimant's failure to make timely application for the exemption year and authorize the assessor to accept the application as if timely filed".

If the Council should determine the application as timely, then the Clerk shall consider the applications for tax exemption.

**RECOMMENDATION:**

We ask that the Council determine if the above applications for property tax exemption should be considered as timely.



Date: June 17, 2024  
From: Dan Grimmer City Clerk  
Subject: Council Determination Timely Filing of Personal Property Declaration and Closure of Account

**BACKGROUND & JUSTIFICATON:**

The City Clerk’s office is in receipt of a Personal Property Declaration for property of Mr. Ian Foster. The late application is as follows:

Ian Foster (Personal Property Declaration) Received 06/17/2024

Mr. Foster does not reside in the City of Nome nor the State of Alaska. He stated to the City Clerk that he simply was unaware of the declaration process for updating information for personal property. He stated that has not had the container that was originally claimed since 2018; which is why he had not paid personal property tax on it since 2018. He did agree to pay the remaining balance through 2023 on his personal property account. He is requesting that the council consider his late application for personal property as timely filed for 2024 so he can close the account and not incur any further taxes, fees, penalties or interest.

If the Council should determine the application as timely, then the Clerk shall consider the application as timely filed and will close this personal property account.

**RECOMMENDATION:**

We ask that the Council determine if the above personal property declaration should be considered as timely.

**CITY OF NOME  
CITY CLERK'S OFFICE**



P.O. Box 281  
102 Division Street  
Nome, Alaska 99762  
P: (907)-443-6663  
F: (907)-443-5345

**2024 PERSONAL & BUSINESS  
PROPERTY DECLARATION**

Return to City Clerk's Office on or  
before February 1, 2024

Amended

ACCOUNT NUMBER: \_\_\_\_\_

Business Name: Ian Foster Phone: 907 434 1780 Fax: \_\_\_\_\_

Contact Person: Ian Foster Email: \_\_\_\_\_

Mailing Address: 1065 Nome AK 99762  
P.O. Box City State Zip Code

**SECTION A - NO LONGER IN BUSINESS?**

(check one)

Closed-Sold Business (new owner name): \_\_\_\_\_ Address: \_\_\_\_\_  
Date of Sale: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Closed-Out of Business DATE of CLOSURE: \_\_\_\_\_ Property Disposed? Yes \_\_\_ No - If NO, see Section C to Declare

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

**SECTION B - ACTIVE BUSINESS WITHOUT BUSINESS PROPERTY**

If you have an active business with no Personal and/or Business (PBP) property to declare, check this box. A brief explanation as to why there is no PBP to declare is required. (Examples: fully furnished location, contract services only)

All property is outside of city limits.

SIGNATURE: [Signature] Date: 6-21-24 Phone: 907 434 1780

**SECTION C - MUST NOTIFY THE CITY IF PROPERTY HAS BEEN SOLD OR DISCARDED**

Personal and/or Business Property	\$ Full and True Value*
FURNITURE & FIXTURES (rental and business property only):	
MOTORCYCLES, ATVs, SNOW MACHINES (rental and business property only):	
CAMPERS & MOTOR HOMES:	
BOATS & MOTORS (rental and business property only):	
TRAILERS: (rental and business property only)	
MACHINERY & HEAVY EQUIPMENT:	
BUSINESS - PROPERTY (for operations only; DO NOT REPORT INVENTORY HELD FOR RESALE):	
BUSINESS - TECHNOLOGY (computers, software, office machinery):	
BUSINESS - CONSIGNED GOODS:	
BUSINESS - LEASED GOODS:	
CONTAINER VANS (if not included with Real Property Assessment or if located on property you do not own):	<u>2500</u>
OTHER: <u>Have not sold container van. Relocated out of Nome City limits.</u>	
Total Value \$ _____	

\*Full and True Value is the estimated price that the property would bring in an open market and under the then prevailing market conditions in a sale between a willing seller and a willing buyer both conversant with the property and with prevailing general price levels, this is an Alaska Statute provision. (AS 29.45.110(a))  
Business personal property includes all property used or held for use on a full or part-time basis, whether owned, gifted, leased, or rented, even if the property is fully depreciated or expensed for federal income tax purposes.

**SECTION D**

I, THE UNDERSIGNED, HEREBY DECLARE THAT THIS STATEMENT IS TO THE BEST OF MY KNOWLEDGE AND BELIEF TRUE, CORRECT AND COMPLETE, AND THAT IT INCLUDES ALL BUSINESS AND/OR PERSONAL PROPERTY, NOT EXEMPTED FROM TAXATION, OWNED, CLAIMED, POSSESSED OR CONTROLLED BY ME THE FIRST DAY OF JANUARY 2024, AT 12:01 AM ALASKA STANDARD TIME.

SIGNED: \_\_\_\_\_

SIGNED AND SWORN before me this \_\_\_\_\_ day of \_\_\_\_\_

seal \_\_\_\_\_ NOTARY PUBLIC / CITY CLERK'S OFFICE





P.O. Box 281 • Nome, Alaska 99762  
phone 907.443.6663 fax 907.443.5349

**Date:** June 17, 2024  
**From:** Dan Grimmer, City Clerk  
**Subject:** Council Determination of Disposition of An Untimely Filed  
Municipal Sales Tax Exemption Form

---

**BACKGROUND & JUSTIFICATION:**

The City Clerk’s office is in receipt of A Municipal Sales Tax Exemption Application which was not submitted by the December 1st, 2023 deadline. The late application is as follows:

Alaska Native Tribal Health Consortium (ANTHC) Received 06/18/2024

Alaska Native Tribal Health Consortium (ANTHC) submitted a late Municipal Sales Tax Exemption form for year 2024. This form is due by December 1st of the year prior to the year which is being applied for. Although ANTHC did not submit the required forms within the timeline outlined in NCO 17.10.050 they are requesting of the Nome Common Council to consider their application as timely filed.

In accordance of Nome Code of Ordinances, Section 17.10.30a "but during the same year the city council for good cause shown may waive the claimant’s failure to make timely application for the exemption for that year and authorize the assessor to accept the application as if timely filed".

If the Council should determine the application as timely, then the Clerk shall consider the application for Municipal Sales Tax Exemption.

**RECOMMENDATION:** We ask that the Council determine if the above application for Municipal Sales Tax exemption should be considered as timely.

# CITY OF NOME, ALASKA

Office of the City Clerk  
P.O. Box 281  
102 Division Street  
Nome, Alaska 99762-281  
(907)443-6663 (907)443-5345 fax

Item C.

## 2024 APPLICATION FOR MUNICIPAL SALES TAX EXEMPTION

### GENERAL INFORMATION:

- The applicant must file this application **no later than December 1** prior to the calendar year for which the exemption is sought.
- The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
- The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
- Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 – 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. **Applicant:** Alaska Native Tribal Health Consortium, Phone: 907-729-3600

Mailing Address 4500 Diplomacy Drive City Anchorage State Alaska

Physical Address 4500 Diplomacy Drive City Anchorage State Alaska

IRS Tax Exempt ID # 92-0162721 (please include IRS determination letter)

HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION?	X YES	NO
HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST?	YES	X NO
HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST?	YES	X NO

2. Grounds For Exemption Requested:

**NON-PROFIT RELIGIOUS**  **CHARITABLE**  **CEMETERY**   
**HOSPITAL**  **EDUCATIONAL**

3. Description of organization's primary activities and/or services:

ANTHC DEHE provides clean water and sanitation services to Alaska Natives in rural areas in an effort to decrease infectious disease. Our primary role is to study linkages and provide sustainable water and waste water systems with increased energy efficiency in community facilities and keeping individual homes healthy.

4. Description of anticipated purchases on which exemption will be claimed:

Purchases for supplies, gas, food and room and board from local merchants.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Description of anticipated community benefit arising from the tax exemption:

Increased energy efficiency in community facilities for long term use and explore ways to upkeep individual homes. After decades of public health studies available showing the close link between absence of clean water and the increase in respiratory or skin infections. Actively promoting the importance of operations and maintenance of these systems.  
\_\_\_\_\_  
\_\_\_\_\_

DATED this 18<sup>th</sup> day of June, Year 2024.

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

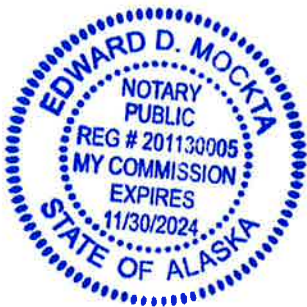
Lulu Swan-ANTHC  
APPLICANT

[Signature]  
PREPARER

STATE OF ALASKA )  
  )ss  
SECOND JUDICIAL DISTRICT )

SUBSCRIBED AND SWORN to or affirmed before me at Anchorage  
On this 18 day of June, 2024

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA  
My Commission Expires 11/30/2024



City Clerk Use Only:  
Received \_\_\_\_\_ No. \_\_\_\_\_  
Issued: \_\_\_\_\_ Denied: \_\_\_\_\_



## DEPARTMENT OF HEALTH &amp; HUMAN SERVICES

Public Health Service

March 23, 2000

Alaska Area Native Health Services  
4141 Ambassador Drive  
Anchorage, Alaska 99508-5928

Refer to: A-OAM

Paul Sherry, President/CEO  
Alaska Native Tribal Health Consortium  
4141 Ambassador Drive  
Anchorage, Alaska 99508

Dear Mr. Sherry:

RE: Authorization to Utilize Federal Supply Sources

This letter shall serve as authorization for the Alaska Native Tribal Health Consortium (ANTHC) to utilize all Federal sources of supply required in the performance of the Public Law 93-638 Compact between the Department of Health and Human Services and the ANTHC. The authority to utilize all Federal sources of supply is provided in the Alaska Tribal Health Compact and is authorized by Section 105(k) of the Indian Self Determination and Education Assistance Act, as amended, and further implemented by Part 51 of the Federal Acquisition Regulation. The FEDSTRIP activity address code and activity address shall remain as previously provided. The ANTHC shall be responsible for the prompt payment of all supplies and services obtained through this authorization. Should any Federal Supply Schedule Contractor refuse to honor an order placed by the ANTHC, the undersigned should be notified immediately.

This authority shall remain in effect as long as the Public Law 93-638 Compact between the Department of Health and Human Services is in effect.

Should you have any questions regarding this authorization, please call me at 729-2965.

Sincerely,

  
Burton J. Humphrey  
Contracting Officer



**DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
WASHINGTON, D.C. 20224**

Date: **SEP 28 1999**

Alaska Native Tribal Health  
Consortium  
4141 Ambassador Drive, 2nd Floor  
Anchorage, AK 99508-5928

Employer Identification Number:  
**92-0102721**  
Issuing Specialist:  
Mr. Jorge L. Cuadros ID 50-06075  
Toll Free Customer Service Number:  
877-829-5500  
Accounting Period Ending:  
September 30  
Foundation Status Classification:  
**509(a)(1) & 170(b)(1)(A)(iii)**  
Form 990 Required:  
Yes

Dear Applicant:

Based on the information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in the section(s) indicated above.

Please notify the Ohio Employee Plans/Exempt Organizations (EP/EO) Customer Service office if there is any change in your name, address, sources of support, purposes, or method of operation. If you amend your organizational document or bylaws, please send a copy of the amendment to the Ohio EP/EO Customer Service office. The mailing address for that office is: Internal Revenue Service, EP/EO Customer Service, P.O. Box 2508, Cincinnati, OH 45201.

You are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act.

If you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958 of the Code. In this letter we are not determining whether any of your present or proposed arrangements would be considered an excess benefit transaction resulting in tax under section 4958. Additionally, you are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Donors (including private foundations) may rely on this ruling unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your 509(a) status as indicated above, donors (other than private foundations) may not rely on the classification indicated above if they were in part responsible for, or were aware of, the act that resulted in your loss of such status, or they acquired knowledge that the Internal Revenue Service had given notice that you would be removed from that classification. Private foundations may rely on the classification as long as you were not directly or indirectly controlled by them or by disqualified persons with respect

- 2 -

**Alaska Native Tribal Health Consortium**

to them. However, private foundations may not rely on the classification indicated above if they acquired knowledge that the Internal Revenue Service had given notice that you would be removed from that classification.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fund-raising events may not necessarily qualify as fully deductible contributions, depending on the circumstances. If your organization conducts fund-raising events such as benefit dinners, shows, membership drives, etc., where something of value is received in return for payments, you are required to provide a written disclosure statement informing the donor of the fair market value of the specific items or services being provided. To do this you should, in advance of the event, determine the fair market value of the benefit received and state it in your fund-raising materials such as solicitations, tickets, and receipts in such a way that the donor can determine how much is deductible and how much is not. Your disclosure statement should be made, at the latest, at the time payment is received. Subject to certain exceptions, your disclosure responsibility applies to any fund-raising circumstance where each complete payment, including the contribution portion, exceeds \$75. In addition, donors must have written substantiation from the charity for any charitable contribution of \$250 or more. For further details regarding these substantiation and disclosure requirements, see the enclosed copy of Publication 1771. For additional guidance in this area, see Publication 1391, *Deductibility of Payments Made to Organizations Conducting Fund-Raising Events*, which is available at many IRS offices or by calling 1-800-TAX-FORM (1-800-829-3676).

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt from Income Tax. If "Yes" is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. If your gross receipts each year are not normally more than \$25,000, we ask that you establish that you are not required to file Form 990 by completing Part I of that Form for your first year. Thereafter, you will not be required to file a return until your gross receipts exceed the \$25,000 minimum. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. The maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$60,000. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it. Form 990 should be filed with the Ogden Service Center, Ogden, UT 84201-0027.

The law requires you to make your annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your exemption application, any supporting documents, and this exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are made widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).


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**Alaska Native Tribal Health Consortium**

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Please use the employer identification number indicated in the heading of this letter on all returns you file and in all correspondence with the Internal Revenue Service. Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records. If you have any questions about this letter, or about filing requirements, excise, employment, or other federal taxes, please contact the Ohio EP/EO Customer Service office at 877-829-5500 (a toll free number) or correspond with that office using the address indicated above.

Sincerely yours,

  
Marvin Friedlander  
Chief, Exempt Organizations  
Technical Branch 1

Enclosure:  
Pub. 1771

**Presented By:**  
City Manager

**Action Taken:**  
Yes \_\_\_  
No \_\_\_  
Abstain \_\_\_

**CITY OF NOME, ALASKA**

**RESOLUTION NO. R-24-06-04**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE NOME CHAMBER OF COMMERCE AND THE CITY OF NOME FOR OPERATION OF THE NOME CONVENTION AND VISITORS BUREAU**

**WHEREAS**, the City of Nome (City) recognizes that the Chamber of Commerce (Chamber) is a professional organization with experience in tourism; and,

**WHEREAS**, the City desires to contract out the services to be provided by the Nome Convention and Visitors Bureau (NCVB); and,

**WHEREAS**, the Chamber’s membership and history give it exposure to state, national, and international tourism; and,

**WHEREAS**, the Chamber recognizes the need to increase statewide, national, and international advertising efforts to bring tourists to Nome; and,

**WHEREAS**, it is the desire of the Chamber to create more community and regional tourism products to further enhance our visitors’ experience; and,

**WHEREAS**, the Chamber has been operating the NCVB since 2008; and,

**WHEREAS**, the Chamber wishes to continue to provide tourism and visitor services for the City, under the parameters defined in the accompanying agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Nome Common Council authorizes the City Manager to enter into an agreement with the Chamber of Commerce to operate the Nome Convention and Visitors Bureau effective July 1, 2024.

**APPROVED** and **SIGNED** this 24<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
**JOHN K. HANDELAND, Mayor**

**ATTEST:**

\_\_\_\_\_  
**DAN GRIMMER, Clerk**

**AGREEMENT FOR OPERATION OF NOME CONVENTION AND VISITORS CENTER**

Recitals:

**WHEREAS**, the Nome Chamber of Commerce, Inc. ("Chamber") is prepared to operate the Nome Convention and Visitors Center facility owned by the City of Nome ("City") located at 301 Front Street, and to undertake efforts to promote visitation to the City of Nome; and

**WHEREAS**, the City of Nome appropriated funds for operation of the Nome Convention and Visitors Bureau ("Visitors Center") in the FY09-FY22 municipal budgets and anticipates making future annual appropriations for operation of the Visitors Center and promotion of visitation to Nome.

In consideration of the above recitals and purposes named, the parties hereby agree as follows:

A. City of Nome.

Commencing July 1, 2024, City shall:

1. Subject to annual appropriation by the City Council, pay Chamber monthly payments of \$16,666.00 per month (\$200,000.00 per year) from the effective date of this agreement until June 30, 2025.
2. Continue to provide Chamber a non-exclusive revocable license for use of:
  - a. the name "Nome Convention and Visitors Bureau";
  - b. the address of P.O. Box 240 in Nome, so long as Chamber delivers to City any mail for City received at this address;
  - c. the phrase "There's no place like Nome.";
  - d. the "I [heart] Nome button design and logo;
  - e. all existing brochures/handouts, both print and electronic;
  - f. a month-to-month no cost lease on all furniture, fixtures and equipment, including "the musk ox" and other City owned exhibits at the Visitors Center. City may remove or utilize such item at any time in the future as City deems advisable upon giving reasonable notice to the Chamber.
  - g. Provide and pay for telephone/fax service at the Visitors Center.

3. Allow use of the Visitors Center by Chamber for rent of \$0 per month.
4. Provide a link from City's web site to the internet site established by Chamber.
5. Provide Chamber access to all public records related to the Visitors Center.
6. Maintain the exterior of the Center including, but not limited to, sidewalk, stair, and mobility ramp snow removal; exterior painting; and structural integrity.
7. Provide and pay for utility service (heat, electricity, water and sewer) to the Visitors Center.
8. The City does reserve the right to participate in the interview of a new executive director should the position become vacant during the term of this agreement.

B. Nome Chamber of Commerce, Inc., Obligations.

1. Commencing July 1, 2024, Chamber will:
  - a. Operate the Visitors Center in accordance with the Nome Chamber of Commerce Visitors Center Goals for FY24 and the Nome Chamber of Commerce Visitors Center Budget for FY24/25, copies of which are attached hereto as Exhibits A and B (collectively "the Goals").
    - i) Operating hours shall be a minimum of five days a week during the winter season and 6 days a week in the summer, with hours set to best meet visitor demand, but approximating a normal number of business hours (except for specific holidays to be agreed upon by City and Chamber). Business hours are to be acceptable to the City of Nome.
    - ii) Additional hours of operation shall be added to the regular operation schedule for special events, including, but not limited to, the Iditarod Trail Sled Dog Race, and to accommodate the seasonal cruise ship schedule.
    - iii) Visitors Center shall be staffed with at least one paid employee during all operating hours.
  - b. Submit quarterly written reports to City detailing actions towards realization of the goals. Said reports shall include:
    - i) Number of inquiries responded to;
    - ii) Traffic counts at Visitors Center;

- iii) Narrative description of visitor promotion activities for the previous quarter;
- iv) Planned visitor promotion activities for the current quarter;
- v) Current problems related to promotion of Nome as a visitor destination and proposed solutions.

- c. Coordinate the provision of Iditarod overflow housing;
- d. Maintain a community events calendar;
- e. Maintain a walking tour map of Nome;
- f. Provide City with user rights in any and all promotional brochures and/or marketing materials and/or videos created by the Chamber or its contractors during the term of this Agreement;
- g. Chamber shall mark or otherwise identify all Chamber owned furniture or equipment placed in the building so as to avoid confusion as to ownership. Furniture and equipment not so marked or identified shall be presumed to be City property;
- h. Provide and pay for internet service at the Visitors Center;
- i. Provide and pay for all interior maintenance of the Visitors Center, including, but not limited to, janitorial services;
- j. Provide public restroom services in the building;
- k. Keep interior of the Visitors Center in a clean and neat state which is comfortable for visitors;
- l. Ensure that excessive loitering by locals is prohibited on Visitors Center property;
- m. Post all materials to the Visitors Center website and Facebook page that City requests be posted;
- n. Attend all monthly City of Nome Department Head meetings unless excused;

C. Additional Obligations of Parties.

- 1. Term and Option to Renew. This Agreement shall commence July 1, 2024, and shall expire June 30, 2025, unless earlier terminated pursuant to Section C (2), below. This term may be extended for an additional one (1) year if both parties agree to such an extension.

2. Termination.
  - a. Either party may terminate this Agreement upon six (6) months prior written notice.
  - b. At termination or expiration of this Agreement, the Chamber shall provide City all documents and data files of Chamber related to its performance under this Agreement.
  - c. Upon expiration or termination of this Agreement, the Chamber shall surrender and deliver the Visitors Center to the City in as good condition as when received by the Chamber or as thereafter improved, excepting only: 1) ordinary wear and tear; 2) deterioration or functional obsolescence of improvements due to age; and 3) any defects objected to in a writing signed by the Chamber and delivered to the City prior to the Chamber's execution of this Agreement.
  - d. Not later than the expiration or termination date of this Agreement, or of any extended term, Chamber shall remove all of its property from the Visitors Center. Any damage caused to the Visitors Center by reason of such removal shall be immediately paid by Chamber. Any property not so removed by Chamber may become the property of the City at the City's option.
  - e. The City may, in its sole discretion, remove and store any or all property not timely removed from the Center. Storage shall be for the account and at the expense of Chamber, and without liability for loss thereof or damage thereto on the part of the City. If after a period of thirty (30) days or more Chamber has not retrieved its property from storage and paid City the reasonable cost of storage, the City may sell any or all of such property at a public or private sale. The City shall mail written notice of such sale to Chamber at least ten (10) days prior to sale. The notice shall state the date, time and place of the sale. The City may set the time, place, and manner of the sale in its sole discretion. The proceeds of any such sale shall be applied first to the costs of sale (including reasonable attorneys' fees), and then to storage charges. Any remaining balance shall be mailed to Chamber.
3. Equipment. Chamber shall provide all equipment necessary for performance of its obligations under this Agreement.



4. Improvements to Center. Chamber may make improvements to the interior of the Center; however, removal or relocation of doors, walls, or windows requires the written permission of the City.
5. Non-Discrimination. The Chamber shall not discriminate against any person or persons, or exclude any persons from participation in the Center's operations, programs, or activities conducted on the City's premises because of race, color, age, sex, handicap, national origin, or religion.
6. Indemnification/Insurance.
  - a. Chamber shall defend, indemnify and hold harmless the City, its agents or employees from and against any and all claims, demands, and causes of action of any nature whatsoever, and any expenses incident to defense of and by the City therefrom, for any injury to or death of persons or loss of or damage to property in any manner arising out of Chamber's use and occupation of the Visitors Center or performance of this Agreement, except to the extent caused by the sole negligence of the City.
  - b. In addition, Chamber shall procure and maintain commercial general liability insurance coverage written by responsible insurer(s) licensed to do business in the State of Alaska, naming the City as an additional named insured, which coverage shall not be less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, including death, property damage, and personal injury liability. Chamber shall also obtain "all risks" property insurance for all contents of the Visitors Center whether Chamber's personal property or City's personal property, in an amount at least equal to the replacement cost of all Chamber's fixtures and improvements in the Visitors Center. Such insurance shall also be written by responsible insurer(s) licensed to do business in the State of Alaska, and shall name the City as an additional named insured. Chamber agrees to furnish certificates of insurance evidencing such insurance coverage to the City at or before the effective date of this Agreement. Chamber further agrees to immediately notify the City of any cancellation, termination, or decrease in its insurance. The certificates of insurance shall contain an endorsement providing for not less than thirty (30) days' notice to the City of intent to cancel or decrease the insurance. Chamber shall also maintain required workers' compensation insurance. If at any time during the term of this Agreement or any extension or renewal thereof a competent insurance agent deems this amount of coverage inadequate, Chamber will immediately increase its coverage to an adequate level.
  - c. All insurance provided by Chamber under this Agreement shall (1) contain a waiver of subrogation by the insurer in favor of the City; (2) provide that an actor

omission of the City will not void the policy or be a condition to recovery; and (3) provide primary insurance coverage.

d. City shall procure and maintain property insurance covering the Visitors Center and all personal property of City in the Visitors Center and shall procure and maintain public liability insurance coverage.

7. Use of Visitors Center. The Chamber may use the Visitors Center solely for purposes related to the performance of this Agreement and may also use the Visitors Center as the Chamber's local office for Chamber purposes. Chamber shall not use the Visitors Center for residential purposes.

8. Compliance with Laws and Care of Premises/Indemnity.

a. Chamber shall comply with all applicable laws, ordinances and regulations now or hereafter enacted in any manner affecting the Visitors Center, or the use thereof. Chamber agrees to defend, indemnify, and hold the City, its agents, or employees financially harmless (a) from all consequences of any violation of such laws, ordinances, and/or regulations, and (b) from all claims for damages on account of injuries, death, or property damage resulting from such violation.

b. Chamber shall not permit any unlawful occupation, business, or trade to be conducted at the Visitors Center, or any use to be made thereof contrary to any law, ordinance, or regulation.

c. Chamber shall neither use nor permit any assignee to use the Visitors Center for any purpose which poses a substantial risk of damage by means of fire or otherwise.

9. Default.

a. If Chamber at any time during the term of this Agreement or any holdover period shall fail to observe or perform any of Chamber's other obligations hereunder, and if within thirty (30) days after the City shall have mailed to Chamber written notice specifying such default or defaults, Chamber shall not have commenced to cure such default and proceed diligently to cure the same, then the City may give Chamber notice of termination of this Agreement. In such a case, on a date specified in such notice, which date shall not be less than thirty (30) days after the date of mailing of such notice ("termination date"), the term of this Agreement shall come to an end.

b. The City shall not be in default of any of its obligations hereunder unless and until it shall have unreasonably failed to perform said obligation within thirty (30)

days, or such additional time as may be reasonably required, after receipt of written notice by the City specifying the default.

10. Notices. Any and all notices required or permitted under this Agreement, unless otherwise specified in writing by the party whose address is changed, shall be addressed as follows:

THE CITY: City of Nome, Attn: City Manager  
P. O. Box 281  
Nome, AK 99762

THE CHAMBER: Nome Chamber of Commerce, Attn: Executive Director  
P.O. Box 250  
Nome, AK 99762

11. Rights or Remedies. No right or remedy herein conferred upon or reserved to the Chamber or City is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

12. Waiver ad forbearance. Except to the extent that such party may have otherwise agreed in writing, no waiver by a party of any breach by the other party of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach.

13. Inspection. The City will retain a key to the Center. City may inspect the Visitors Center at its convenience without prior notice to Chamber.

14. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the parties hereto.

15. Assignment or Subletting. Chamber shall not assign, sublet, or grant a security interest in this Agreement without the prior written consent of the City.

16. Integration and Modification. This document contains the entire agreement of the parties hereto. All negotiations, statements, representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this Agreement, or the performance of either party hereto, are merged and integrated into the terms of this document. This Agreement may not be modified or amended except by a writing signed by both parties hereto, and any purported amendment or modification is without effect until reduced to a writing signed by both parties hereto.

17. Governing Law/Construction. This Agreement shall be construed and governed by the laws of the State of Alaska. This Agreement was negotiated between the parties and shall not be strictly construed against either party.

18. Covenants and Conditions. Each term and each provision of this Agreement shall be construed to be both a covenant and a condition.

19. Time of the Essence. Time is of the essence as to each term and provision of this Agreement to be performed by Chamber.

20. Severability. Any provision of this Agreement which shall prove to be invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

Dated this 10 day of June, 2024.

CITY OF NOME

NOME CHAMBER OF COMMERCE, INC.

BY: 

BY: 

Glenn Steckman  
ITS: CITY MANAGER

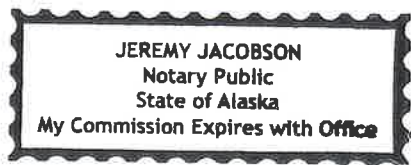
Drew McCann  
ITS: BOARD PRESIDENT


**Notary's Acknowledgment:**

STATE OF ALASKA            )  
  ) ss  
SECOND JUDICIAL DISTRICT    )

The foregoing instrument was acknowledged before me by Glenn Steckman and Drew McCann, both known to me personally, this 10<sup>th</sup> day of June, 2024.

Witness my hand and seal:



  
Notary Public for Alaska  
My Commission Expires: with Office

**Presented By.**  
City Manager / Port Director

**Action Taken:**  
Yes \_\_\_  
No \_\_\_  
Abstain \_\_\_

**CITY OF NOME, ALASKA**

**RESOLUTION NO. R-24-06-05**

**A RESOLUTION APPROVING A CONTRACT WITH LEGISLATIVE CONSULTANTS IN ALASKA (LCIA) FOR STATE LOBBYING SERVICES FOR THE FISCAL YEAR 2025**

**WHEREAS**, the City of Nome has determined that it is in the best interests of the community to retain a state lobbyist to pursue grant funds and legislative issues in Juneau on behalf of the City of Nome; and,

**WHEREAS**, Wendy Chamberlain of Legislative Consultants in Alaska has successfully performed lobbying services for the City of Nome since 2008 and is highly respected in all state offices.

**NOW, THEREFORE, BE IT RESOLVED** that the Nome Common Council hereby approves of a contract for state lobbying services with Legislative Consultants in Alaska for \$85,000 from July 1, 2024 through June 30, 2025.

**APPROVED** and **SIGNED** this 24<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
**JOHN K. HANDELAND,**  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**DAN GRIMMER,**  
**City Clerk**

## **CONSULTING SERVICES AGREEMENT**

This Agreement is effective as of July 1, 2024, between Legislative Consultants, LLC (hereinafter called LC), 224 Fourth Street, Juneau, Alaska 99801, and the City of Nome

***In consideration of the mutual promises herein set forth the parties agree that:***

- LC, as an independent contractor and not an employee of the City of Nome will perform consulting and lobbying services for and at the request of the City of Nome in furtherance of the City of Nome 's legislative and administrative priorities.

### **Terms**

- This Agreement shall be in effect from July 1, 2024, thru June 30, 2025. Either party may terminate this contract with 60 days written notice.

### **Compensation**

The City of Nome agrees to pay LC the sum of \$85,000/year for lobbying and consulting services. The City of Nome is not liable for the payment of Consultant's taxes including, but not necessarily limited to, state and federal income taxes, social security taxes, welfare taxes, unemployment contributions, disability insurance, training taxes and prepayments, estimated payments or withholdings required for such taxes. Any expenses related to travel or entertainment require prior authorization by Glenn Steckman.

### **Invoices**

The City of Nome will make payments for services set forth below upon receipt of an invoice from LC. The invoice will reference this Agreement and set forth a summary of services rendered.

\$17,000 per month for 12 months

**Assignment.**

- Consultant shall not assign this Agreement to any person, firm, partnership, corporation, or other entity without the prior written consent of the City of Nome.

**Reporting**

- LC will submit oral or written reports as appropriate and as requested by the City of Nome regarding the activities pursuant to this Agreement.

**Independent Contractor.**

- Consultant is an independent contractor that has agreed to perform the services. The City of Nome agrees to hold Consultant harmless and indemnify him for any and all claims, lawsuits, judgments or obligations, including attorney's fees, experts' fees and costs of litigation arising as a result of work performed under this Agreement, which are not caused by, nor arise from, any act of consultant or his representatives, in whole or in part. Consultant warrants that he/she has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement.

**Contract Administration**

- Glenn Steckman is the representative with authority to administer this Agreement. In that capacity he/she is authorized to receive and approve invoices and agree to any modifications of this Agreement (in writing).

Any requests for additional and/or different services to be performed by LC shall, unless expressly waived by LC, be the subject of a separate contract to be negotiated by the parties.

LC will use its best efforts to ensure that the clients' interests are represented as they pertain to legislation and appropriations. LC does not warrant or guarantee the success of its efforts.

LC recognizes that it may become aware of confidential information relating to the City of Nome and its' business plans and operations and covenants and

agrees that such information will remain confidential and not disclosed to any other party without permission from the City of Nome.

ACCEPTED BY:

  
\_\_\_\_\_  
City of Nome

\_\_\_\_\_  
Wendy Chamberlain,  
Legislative Consultants LLC

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





TO: The Mayor and Common Council

FROM: Glenn Steckman

RE: City Manager Report

June 21, 2024

**City Hall HV Replacement Project:**

With the upcoming city hall renovations to begin Monday July 15, city staff will be relocating to two buildings: the Richard Foster Building and the Public Safety Buildings. Both buildings have internet capacity to continue city services uninterrupted.

The Carrie M. Mc Lain Museum already has work stations available in the back office of their space to house Finance, HR and Building Inspector. The Public Safety Building's Training Room and former ambulance offices will serve the Clerk's Office and other administrative staff. The movement of personnel will start July 1 and will continue gradually until 7/11. Some desk equipment, file cabinets and all phones and desktop computers will move.

Staff has been briefed and a plan of responsibility has been drafted. Everyone understands the benefits of this temporary dislocation.

The first phase of the renovations will deal with asbestos and lead abatement. Then replacing duct work, radiators and the heating plant will be next. During this time renovation period, there will be no heat in city hall. City Hall is scheduled to reopen in mid to late October.

Starting July 15 all scheduled public meetings will take place at the Richard Foster Building Community Room.

**Westmark Visit:**

As of this report everything has gone well. The pop-up shops (repainted bus stops) are busy. The Visitor Center has been overflowing and the Rec Center with the Berry Festival and craft sales is packed. Trinh's coffee shop had a line of customers. The Westmark visit demonstrates what the economic impact of "port of call" visit can have versus the cruise ship turn around visit the city normally experiences.

**Sound System Council Chambers:**

The Chariot Company has reviewed the sound system in council chambers. They will be making recommendations to improve the sound in the chambers. However, due to city hall HV improvements, nothing will be done until the fall of this year.