**Mayor** John K. Handeland

**Manager** Glenn Steckman

**Clerk** Bryant Hammond



Nome Common Council Jerald Brown Scot Henderson Doug Johnson Mark Johnson Adam Martinson M. Sigvanna Tapqaq

#### **NOME COMMON COUNCIL REGULAR MEETING AGENDA** MONDAY, JUNE 27, 2022 at 7:00 PM COUNCIL CHAMBERS IN CITY HALL

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

#### ROLL CALL

#### APPROVAL OF AGENDA

#### APPROVAL OF MINUTES

A. June 13, 2022 Nome Common Council Regular Meeting Minutes,

PAGE 3

#### **COMMUNICATIONS**

#### **CITIZEN'S COMMENTS**

#### **UNFINISHED BUSINESS**

#### NEW BUSINESS

<u>A.</u> Community Development Block Grant for HomePlate, LLC, a Permanent Supportive Housing Project, **PUBLIC HEARING**,

#### **PAGE 12**

B. R-22-06-03 A Resolution Approving the City of Nome's FY 2023 Schedule of Rental and Use Fees and Fines,

#### **PAGE 13**

C. R-22-06-04 A Resolution Approving a Contract with Windward Strategies for Federal Lobbying Services for the Fiscal Year 2023,

#### **PAGE 44**

D. R-22-06-05 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 48**

#### UTILITY MANAGER'S REPORT

A. Activity Report: June 14 - 24, 2022,

#### VERBAL

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

A. Activity Report: June 14 - 24, 2022,

**PAGE 58** 

#### **CITIZEN'S COMMENTS**

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

#### MAYOR'S COMMENTS AND REPORT

A. Activity Report: June 14 - 24, 2022,

#### VERBAL

B. Reappointment of Carol Piscoya to Seat D of the Nome Planning Commission,

#### VERBAL

#### **EXECUTIVE SESSION**

A. Discussion of Contractual Matters the Immediate Knowledge of Which May Have Adverse Impacts on City Finances,

#### VERBAL

#### **ADJOURNMENT**

**Mayor** John K. Handeland

**Manager** Glenn Steckman

**Clerk** Bryant Hammond



Nome Common Cound Jerald Brow Scot Henderson Doug Johnson Mark Johnson Adam Martinson M. Sigvanna Tapqaq

### NOME COMMON COUNCIL REGULAR MEETING MINUTES MONDAY, JUNE 13, 2022 at 7:00 PM COUNCIL CHAMBERS IN CITY HALL

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

#### ROLL CALL

Members Present:	Jerald Brown; Scot Henderson; Mark Johnson (telephonic); Adam Martinson
Members Absent:	Doug Johnson(excused); Sigvanna Tapqaq (excused)
Also Present:	John Handeland, Mayor; Glenn Steckman, City Manager; Brad Soske, Clerk's Office Administrative Assisstant; Bryant Hammond, City Clerk (telephonic); Nickie Crowe, Finance Director (telephonic)
In the audience:	Diana Haecker (Nome Nugget); Rhonda Schneider; Keith Comstock (telephonic); Erik O'Brian (Denali Commission; telephonic)
APPROVAL OF AGE	<u>NDA</u>
	A motion was made by C. Martinson and seconded by C. Henderson to approve the agenda.
	At the roll call:

Aye: Henderson; Brown; M. Johnson; Martinson Nay: Abstain:

The motion **CARRIED**.

#### **APPROVAL OF MINUTES**

A. May 23, 2022 Nome Common Council Regular Meeting Minutes.

A motion was made by C. Brown and seconded by C. Henderson to approve the May 23, 2022 minutes.

At the roll call: Aye: M. Johnson; Martinson; Brown; Henderson Nay: Abstain:

The motion **CARRIED**.

### **COMMUNICATIONS**

A. City of Nome FY 2023 Budget Calendar.

#### CITIZEN'S COMMENTS

None given

#### **UNFINISHED BUSINESS**

A. O-22-06-01 An Ordinance to Establish, Approve, and Adopt the FY 2023 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 7:04 PM.

The Council reconvened at 7:04 PM.

A motion was made by C. Henderson and seconded by C. Martinson to adopt O-22-06-01.

A motion was made by C. Henderson and seconded by C. Martinson to amend O-22-06-01 per Finance Director Crowe's memo included in the packet =.

At the roll call: Aye: Martinson; M. Johnson; Henderson; Brown Nay: Abstain:

The motion to amend **CARRIED**.

Returning to the main motion

At the roll call: Aye: M. Johnson; Henderson; Brown; Martinson Nay: Abstain:

The motion, as amended, **CARRIED**.

B. O-22-06-02 An Ordinance to Establish, Approve, and Adopt the FY 2023 City Nome School Debt Service Fund Budget, **SECOND READING/PUBLIC HEARING/FINAL PASSAGE.** 

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

The Council reconvened at 7:09 PM.

A motion was made by C. Henderson and seconded by C. Martinson to adopt O-22-06-02.

At the roll call: Aye: Martinson; M. Johnson; Henderson; Brown Nay: Abstain:

#### The motion **CARRIED**.

C. O-22-06-03 An Ordinance to Establish, Approve, and Adopt the FY 2023 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 7:10 PM.

The Council reconvened at 7:10 PM.

A motion was made by C. Henderson and seconded by C. Martinson to adopt O-22-06-03.

At the roll call: Aye: Brown; Martinson; M. Johnson; Henderson Nay: Abstain:

The motion **CARRIED**.

D. O-22-06-04 An Ordinance to Establish, Approve, and Adopt the FY 223 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 7:12 PM.

The Council reconvened at 7:12 PM

A motion was made by C. Henderson and seconded by C. Martinson to adopt O-22-06-04.

At the roll call: Aye: Henderson; Brown; Martinson; M. Johnson Nay: Abstain:

The motion CARRIED.

E. O-22-06-05 An Ordinance to Establish, Approve, and Adopt the FY 2023 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 7:14 PM.

The Council reconvened at 7:14 PM.

A motion was made by C. Henderson and seconded by C. Martinson to adopt O-22-06-05

At the roll call: Aye: Henderson; Brown; Martinson; M. Johnson Nay: Abstain:

The motion CARRIED.

F. O-22-06-06 An Ordinance to Establish, Approve, and Adopt the FY 2023 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 7:16 PM.

The Council reconvened at 7:16 PM.

A motion was made by C. Henderson and seconded by C. Martinson to adopt O-22-06-06.

A motion was made by C. Brown and seconded by C Martinson to amend O-22-06-06 per Finance Director Crowe's memo in the packet.

At the roll call: Aye: Brown; Henderson; M. Johnson; Martinson Nay: Abstain:

The motion to amend **CARRIED**.

Returning to the main motion

At the roll call: Aye: M. Johnson; Henderson; Brown: Martinson Nay: Abstain: The motion, as amended, CARRIED.

G. O-22-06-07 An Ordinance to Establish, Approve and Adopt the FY 2023 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 7:18 PM.

The Council reconvened at 7:19 PM.

A motion was made C. Henderson and seconded by C. Martinson to adopt O-22-06-07

A motion was made by C. Brown and seconded by C. Henderson to amend O-22-06-07 per Finance Director Crowe's memo included in the packet.

At the roll call: Aye: Brown; Henderson; M. Johnson; Martinson Nay: Abstain:

The motion to amend **CARRIED**.

Returning to the main motion

At the roll call: Aye: Martinson; M. Johnson; Henderson; Brown Nay: Abstain:

The motion, as amended, **CARRIED**.

H. O-22-06-08 An Ordinance Approving the 2022 Operations and Maintenance Budget for Nome Joint Utilities System, **SECOND READING/PUBLIC HEARING/FINAL PASSAGE.** 

For the purpose of holding a public hearing, the Council recessed at 7:21 PM.

The Council reconvened at 7:21 PM.

A motion was made by C. Henderson and seconded by C. Martinson to adopt O-22-06-08.

Discussion:

- Council Member Brown noted the budgets covered 2022.

At the roll call:

Aye: Martinson; M. Johnson; Henderson; Brown Nay: Abstain:

The motion **CARRIED**.

I. O-22-06-09 An Ordinance Approving the 2022 Capital Investments Budget for Nome Joint Utility System, **SECOND READING/PUBLIC HEARING/FINAL PASSAGE.** 

For the purpose of holding a public hearing, the Council recessed at 7:23 PM.

The Council reconvened at 7:23 PM.

A motion was made by C. Henderson and Martinson to adopt O-22-06-09.

At the roll call: Aye: Henderson; Brown; M. Johnson; Martinson Nay: Abstain:

The motion CARRIED.

#### **NEW BUSINESS**

A. R-22-06-01 A Resolution Designating Charles "Chip" Leeper as Acting City Manager for June 29 to July 9, 2022.

A motion was made by C. Martinson and seconded by C. Henderson to adopt R-22-06-01.

At the roll call: Aye: Martinson; Henderson; Brown; M. Johnson Nay: Abstain:

The motion **CARRIED**.

B. R-22-06-02 A Resolution Authorizing the City Manager to Enter Into a Collaborative Agreement with Pennsylvania State University and Extreme Habitats Institute to Develop a 3D Concrete Printing Demonstration Project in Nome and Submit Applications for its Funding.

A motion was made by C. Henderson and seconded by C. Brown to adopt R-22-06-02.

Discussion:

- Manager Steckman introduced Keith Comstock, the CEO of Extreme Habitats Institute and gave an overview of the project, partnerships, and its goals. He noted that different sites

would be used, selected for different soil stability characteristics. He noted the City intended to work with tribes and that it would hopefully be a demonstration project for the entire region. He noted a general positive atitudes towards the project and that hopefully the technology could be transferred into the private sector.

- Mayor Handeland summarized a previous work session on the subject, noting passing the present resolution and signing the resolution wouldn't obligate any city funds yet.
- Council Member Henderson asked if further steps would be brought back to the Council.
- Council Member Brown asked if the collaborative relationship would extend to funding applications.
- Mayor Handeland thanked Mr. Comstock for coming to Nome to go over the partnership with the City of Nome.
- Mr. Comstock noted the desire to move forward and said he was looking forward to working with the City.

At the roll call: Aye: Martinson; Brown; Henderson; M. Jonhson Nay: Abstain:

### The motion CARRIED.

### UTILITY MANAGER'S REPORT

- A. Activity Report: May 24 June 10, 2022.
  - Assistant Utility Manager Morten discussed the current work on City Feeder 1, requiring periodic power outages to reattach lines to the tops of poles. He gave advance notice of power outages next week 9 11.
  - He announced Marty Silvernail's retirement as of the coming Friday.
  - He noted the Utility was working with DEC on the tank farm relocation project. He noted he would return to the Council when it was time to submit loan applications.
  - With respect to the water & sewer crew, they are continuing to j et drains, saying it was a goal to jet all of town this summer.
  - Council Member Brown asked how the Utility determines how and when to lock in a price on fuel.
  - Assistant Manager Morten discussed the option to advance for an agreed upon volume at an agreed upon price. If not, it is the average of the month of loading on the Singapore spot index. He noted that NJUS did not lock in a price yet.
  - Manager Steckman discussed pricing
  - Mayor Handeland noted the markets are quite volatile now. He discussed the lift window would be in August and they are looking for possible gluts or downward spikes.
  - Council Member Henderson discussed trends and the lack of ability to rely on them this year.

### CITY MANAGER'S REPORT

- A. Activity Report: May 24 June 10, 2022.
  - Manager Steckman discussed the Community Development Block Grant hearing at the next meeting. He noted the Homeplate, LLC project would break ground this summer, with a man camp being built for the construction workers. He discussed the busy Monday public

hearing, Council meeting, the Governor's visit, and the AMCO Board meeting. He gave an overview of the schedule that day.

- He noted that the ball fields are 90% completed and Parks and Rec are putting together a league.
- He discussed upcoming repairs and maintenance to the visitor center and the upgrades done at the mini.
- Major Handeland discussed the upcoming election ordinance review work session.
- B. Port Capital Projects Update June 2022.
- C. March 17, 2022 Nome Port Commission Regular Meeting Minutes.
- D. April 21, 2022 Nome Port Commission Regular Meeting Minutes.
- E. Demolition Permit Revised May 2022 to Meet DEC Requirements.
  - Manager Steckman discussed the updated requirements for demo permits as explained by John Blees.
  - Council Member Brown noted rules pertaining to asbestos demolition have been in place for decades. He asked which of City Staff was tasked with checking to see if asbestos is present.
  - Manager Steckman noted that staff would handle it up until needing to hire a third party contractor that would have to come to Nome. He discussed the possibility of certifying the building inspectors or keeping it outsourced.
  - Council Member Brown asked ife the permit distinguished between commercial space and residential.
  - Manager Steckman noted the City would probably have to update the permit in some ways.
  - Council Member Brown discussed the importance of delineating when an inspection needs to occur. He didn't want someone have to pay a bunch of money for demoing a container van when it's obvious the container doesn't contain asbestos.

### CITIZEN'S COMMENTS

- 1. Rhonda Scheider thanked the City for taking on the 3d printing project. She encouraged those present to stop by the community garden to check it out. She noticed that some beds will be distributed to the food bank and the 8 beds along seppala are available first come frist serve for those that don't have back yards.
- 2. Brad Soske thanked Mayor Handeland and the water & sewer crew for blocking the stream of water that was assaulting his front door the other day.

### COUNCIL MEMBER'S COMMENTS

- 1. Council Member Martinson thanked Nickie and Glenn for all their work on the budget process and expressed excitement for the 3d projec
- 2. Council Member Brown no comments.
- 3. Council Member Henderson congratulated Nome Community Center on the community garden. He noted being able to see the progress made each time he drives by. He discussed

the new ordinances and asked questions about the incentives. He echoed Council Member Brown's comments on the demo precedures, asking the process to be made clear. He discussed bringing up the plastic bag ban again, as it was on the agenda right before Covid.

4. Council Member Mark Johnson discussed seeing the birders being back in town and asked people to welcome them and make them feel welcome.

### MAYOR'S COMMENTS AND REPORT

- A. Activity Report: May 24 June 10, 2022.
  - Mayor Handeland discussed reinvigorating the Museum and Library Commission. He discussed the present application for a full service bank in Nome for Northrim, with a 30 day public comment period being open.
  - He discussed various recent visitors to Nome and said there would be more info forthcoming on the Governor's visit.
  - Mayor Handeland finished by wishing the clerk a speedy recovery so he could get back to work soon.

#### EXECUTIVE SESSION

#### ADJOURNMENT

Hearing no objections, the Council adjourned at 8:08 PM.

**APPROVED** and **SIGNED** this 27<sup>th</sup> day of June, 2022

JOHN K. HANDELAND Mayor

ATTEST:

BRYANT HAMMOND Clerk





## NOTICE OF PUBLIC HEARING

Monday, June 27, 2022 7:15 PM Nome Common Council Chambers

Nome Community Center and the City of Nome will together apply for a Community Development Block Grant in support of the HomePlate Nome, LLC, a permanent supportive housing project.

A hearing to receive public comment has been scheduled for Monday, June 27, 2022 at 7:15 pm in the City Council Chambers. This will be a part of the regularly scheduled City Council Meeting.

Community members are encouraged to attend to learn more about the project and provide comment.

**Presented By.** Finance Director

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

#### **CITY OF NOME, ALASKA**

#### RESOLUTION NO. R-22-06-03

## A RESOLUTION APPROVING THE CITY OF NOME'S FY 2023 SCHEDULE OF RENTAL AND USE FEES AND FINES

WHEREAS, as a First Class City of the State of Alaska, the City of Nome (City) is obligated to provide certain services for its citizenry; and,

WHEREAS, historically, the City has also endeavored to provide services that go above-andbeyond those minimum requirements; and,

WHEREAS, the City has maintained an annual Schedule of Rental and Use Fees and Fines for decades; and,

WHEREAS, on June 13, 2022, the Council approved the FY 2023 General Fund Budget, which was based in part on the attached Schedule of Rental and Use Fees and Fines;

**NOW, THEREFORE, BE IT RESOLVED** that the Nome City Council hereby approves the City of Nome's FY 2023 Schedule of Rental and Use Fees and Fines.

**APPROVED** and **SIGNED** this 27<sup>th</sup> day of June, 2022.

JOHN K. HANDELAND, Mayor

ATTEST:

BRYANT HAMMOND, City Clerk



# CITY OF NOME SCHEDULE OF RENTAL & USE FEES AND FINES

R-22-06-03 Approved by the Nome Common Council on June 27, 2022

Effective as of July 1, 2022



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Page 2



Administrative Fees - All Departments 102 Division Street, PO Box 281, Nome, Alaska 99762

The following fees and services apply to all City of Nome departments unless stated in a Department's specific fee schedule. See Chapter 1.20 of the Nome Code of Ordinances for the Minor Offense Fine Schedule.

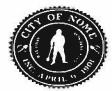
Sales tax for July and August 2022 is 5% per O-22-04-01 Sales tax for September through to April is 5%

Sales tax for May and June 2023 is 7%

Jtem:		Fees:
Hours of Operation for each department are posted a	t www.nomealaska.org.	
NSF Check Fee	\$	35.00
Copies: B/W per page (including microfilm)	S	0.30
Copies: Color per page (including microfilm)	S	0.55
Fax: Outgoing (first 5 pages)	S	2.25
Fax: Outgoing (subsequent pages) per page	S	0.50
Fax: Incoming (first 5 pages)	S	2.25
Fax: Incoming (subsequent pages) per page	S	0.50
Document Scan with Email to Customer per page	S	0.50

#### Notes:

All fees except NSF check fee is subject to sales tax.



Animal Control (443-5262) 102 Greg Kruschek Avenue, Nome, Alaska 99762

NCC Ordinance Numbers	Item:	Fees/ Penalties/Fines:	
	License Fee:		
10.30.010(d)	Unaltered Dog or Cat	\$ \$ \$ \$ \$	30.00
10.30.010(d)	Altered Dog or Cat	\$	15.00
10.30.010(d)	Horse or Reindeer	\$	30.00
10.30.010(e)	Kennel - 10 dogs or less	\$	100.00
10.30.010(e)	Kennel - 11 dogs or more	\$	150.00
	Unlicensed Animal:		
10.30.010(a)	Correctable - 1st Offense	\$	50.00
10.30.010(a)	2nd Offense	\$	75.00
10.30.010(a)	3rd and Subsequent Offenses	\$	100.00
	Unattended Animal:		
10.30.020(b)	1 st Offense	\$	50,00
10.30.020(b)	2nd Offense	\$ \$	75.00
10.30.020(b)	3rd and Subsequent Offenses	\$	100.00
	Animals In Prohibited Areas:		
10.30.030(a)	1st Offense	\$	50.00
10.30.030(b)	2nd Offense	¢	75.00
10.30.030(c)	3rd and Subsequent Offenses	\$ \$	100.00
	Objectionable Animals:		
10.30.040(d)	1st Offense	\$	50.00
10.30.040(d)	2nd Offense	\$	75.00
10.30.040(d)	3rd and Subsequent Offenses	э \$	100.00
10.30.040(0)	Sid and Subsequent Onenses	Φ	100.00
10.30.050(a)	Interference with enforcement officer	\$	300.00
	Impound Fee (plus daily fee)		
10.30.070(a)	1st Offense	\$	50.00
10.30.070(a)	2nd Offense	\$	75.00
10.30.070(a)	3rd or Subsequent Offenses	\$	100.00
10.30.070(a)	Daily Fee (maximum \$300 for each 10-day period)	\$ \$	30.00
10.30.075(a)	Surrender of Unwanted Animals	\$	40.00
	Adoption:		
10.30.080	Unaltered Male or Female (\$50 refund upon showing proof	\$	100.00
10.30.080	Altered Male or Female	\$	50.00
10.30.080	Altered Male/Female > 20 miles from town		FREE

<u>Note:</u> Fees/Penalties/Fines are exempt from sales tax



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Animal Control (443-5262) 102 Greg Kruschek Avenue, Nome, Alaska 99762

NCC Ordinance Numbers	Item:	Pe	Fees/ Penalties/Fines:	
10.30.120(a) 10.30.120(b) 10.30.120(b)	Failure to Provide Sanitary Enclosure/Exercise: 1st Offense 2nd Offense 3rd and Subsequent Offenses	\$ \$ \$	50.00 75.00 100.00	
10.30.130(a) 10.30.130(a) 10.30.130(a)	Failure to Provide Humane Animal Care: 1st Offense 2nd Offense 3rd and Subsequent Offenses	\$ \$ \$	50.00 75.00 100.00	
10.30.140 10.30.140 10.30.140	Cruelty to Animals: 1st Offense 2nd Offense 3rd and Subsequent Offenses	\$ \$ \$	100.00 200.00 300.00	
10.30.160 10.30.160 10.30.160	Dog Teams: Failure to signal - first offense Failure to signal - second offense Failure to signal - third and subsequent offenses	\$ \$ \$	5.00 7.50 10.00	
10.30.170	Trapping Prohibited Within Municipal Boundaries	\$	150.00	

Note:

Fees/Penalties/Fines are exempt from sales tax



#### Belmont Point Cemetery (443-6604)

Belmont, Nome, AK 99762 Hours of Operation: Monday to Friday 8:30 am to 5:00 pm

Cemetery Fees Burial Plots: Standard/Adult Child Cremains	\$ \$ \$	100.00 50.00 25.00
Summer Grave Opening/Closing (May - October): (Mondays to Fridays during normal business hours)		
Standard/Adult	\$	400.00
Child	ŝ	200.00
Cremains	\$	100.00
(Saturdays and Sundays during normal business hours)		
Standard/Adult	\$	800.00
Child	\$	400.00
Cremains	\$	200.00
Winter Grave Opening/Closing (November - April)		Unavailable

#### Notes:

1) Opening and closing of graves are not available on holidays

2) Cost of grave opening/closing covers up to 6 hours. If grave preparation exceeds 6 hours, an additional cost of \$100.00 per hour will be charged

3) Fees are exempt from sales tax



**Building Inspector (443-6604)** 102 Division Street, Nome, Alaska 99762 Hours of Operation: Monday to Friday 8:30 am to 5:00 pm

NCC Ordinance Numbers	Item:	Fees/Penalties/Fines:		
5.10.080	Building Permit Fees (based on total vaulation)	Set by Building Inspector		
ſ	Total Valuation			
5.10.080	\$1.00 to \$500.00	\$ 23.50		
5.10.080	\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00		
5.10.080	\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additiona \$1,000.00, or fraction thereof, to and including \$25,000.00		
5.10.080	\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00		
5.10.080	\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00		
5.10.080	\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00		
5.10.080	\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00		
5.10.080	\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof		
5.10.080 5.10.080 5.10.080 5.10.080 5.10.080 5.10.080	Remodeling Fee Electrical/Mechanical Permit Fee Demolition Permit Moving Permit (May require ADOT permit) Fill/Excavation Permit Inspections per hour Reinspection Fee per hour Additional Plan Review required by changes per hour	Set by Building Inspector           75.00           Set by Building Inspector           \$ 25.00           \$ 47.00           \$ 47.00           \$ 47.00		
5.10.080	Outside consultants for plan checking and inspections, or both	Actual costs		
5.40.060 5.40.080 5.40.090 5.40.100 5.40.110	Failure to register vacant property Vacant Structure Registration Fee (per structure) Failure to keep information current Failure to maintain or secure property Monitoring of Structure Fee (monthly) Open Structure Securing Fee	\$ 100.00 \$ 25.00 \$ 50.00 \$ 100.00 \$ 50.00 \$ 50.00 \$ 50.00 \$ 50.00		
5.40.090 5.40.100 5.40.110	Failure to keep information current Failure to maintain or secure property Monitoring of Structure Fee (monthly)	\$ 50.00 \$ 100.00 \$ 50.00		

Note:

Fees/Penalties/Fines are exempt from sales tax.



Building Inspector (443-6604) 102 Division Street, Norne, Alaska 99762 Hours of Operation: Monday to Friday 8:30 am to 5:00 pm

NCC Ordinance Numbers	ltem:	Per	Fees/ alties/Fines:
	Performance Deposit (refundable) - Fill within the Right of Way Floodplain Development Permit	\$	250.00 No charge
	Excavation	\$	25.00
	Performance Deposit (refundable) - Asphalt	\$	500.00
	Performance Deposit (refundable) - Concrete	\$	500.00
	Performance Deposit (refundable) - Sewer and Water Laterals	\$	250.00
	Variance Application Fee - Regular Meeting	\$	200.00
	Variance Application Fee - Special Meeting	\$	300.00
	Conditional Use Permit Fee - Regular Meeting	\$	200.00
	Conditional Use Permit Fee - Special Meeting	\$	300.00
	Minor offense fine schedule	Refer to NCO 1,20.040	

<u>Note:</u> Fees/Penalties/Fines are exempt from sales tax.



#### Carrie M. McLain Memorial Museum (443-6630)

100 W. 7th Avenue, Nome, AK 99762

Hours of Operation are posted at www.nomealaska.org.

Item: Daily Admission		Resident	Fees:	Non-Resident	
Adult admission (19-54 yrs) Youth admission (5-18 yrs) Senior admission (55 yrs and above)		Free Free Free	\$ \$ \$		4.00 3.00 3.00
Annual Membership Individual Couple Family (2 adults with children under 18 yrs) (Contact museum staff for more information)	\$\$ \$\$ \$\$		Fees: 40.00 70.00 90.00		
Group Tours	(Conta	ict museum sta	ff for more info	rmation)	
Historical Photographs: 5" x 7" 8" x 10" 11" x 24" 16" x 20"	\$\$ \$\$ \$\$	Black & White	15.00 18.00 30.00 57.00		
<u>Staff Research:</u> First thirty (30) minutes Thirty minutes to five (5) hours Over five (5) hours		Free \$50 / hour \$60 / hour			
Photocopies of Historical Documents per page Digital Photographs for Publication per copy Shipping Fee USACE Archaeological Review of excavation & fill permits	\$ \$ \$	\$50 / hour	2.25 35.00 10.00		
Note: Fees are subject to sales tax					



City Clerk's Office (443-6663) 102 Division Street, Nome, Alaska 99762

Hours of Operation: Monday to Friday 8:30 am to 5:00 pm

NCC Ordinance Numbers	ltem:		Fees:
	Sales Tax License:		
17.10.060(d)	New	\$ \$	.00
17.10.060(d)	Renew (Annual)	\$	.00
17.30.030(a)	Bed Tax License (One Time Fee)	\$	15.00
3.35.010(b)	Pull Tab License (Annual)	\$	100.00
10.10.030(c)	Health Certificate (Annual)	\$ \$ \$	10.00
17.10.175(b)	Resale Certificate (Annual)	\$	150.00
	Chauffeur License:		
3.10.025(f)	New	\$	50.00
3.10.040(a)	Renew (Annual)	\$	50.00
3.10.040(c)	Late Fee (Additional)	\$ \$	25.00
3.10.095(a)(1)	Taxi License (Annual)	\$	100.00
	Transient Merchant License:		
3.15.030(a)	April - January per day	\$ \$	5.00
3.15.030(a)	February - March per day	\$	250.00
17.10.100(c)	Late filing fee for monthly zero sales tax return	\$	25.00
	Notary Services	\$ \$	Free
	Election Candidate Fee	\$	20.00
	Film License Application - Flat Fee	\$	347.79

Note: 1) Refer to Chapter 17.10.100 (a) and (b) for penalities and interest for delinquency 2) Fees/licenses are exempt from sales tax



#### **Emergency Services**

EMS/Ambulance (443-5262) 102 Greg Kruschek Avenue, Nome, Alaska 99762

NCC Ordinance Numbers	Item:	I	Fees:
2.40.160 2.40.160 2.40.160	Ambulance Transport (BLS) Advanced Life Support (ALS) Ambulance Transport: Per Mile (Calculated while patient is in Ambulance)	\$ \$ \$	675.00 725.00 15.00
	BLS CPR class Medic First Aid class	\$ \$	100.00 60.00
	Fire (443-5262) 500 Bering Street, Nome, AK 99762		
	Item:	1	Fees:
O-88-6-3	False Alarm Fees (Within a one-month period) First false alarm Second false alarm Third false alarm Fourth false alarm and each one thereafter - Each	\$ \$ \$ \$	100.00 200.00
	Note: 1) Fees for classes are subject to sales tax		



Engineering Office (443-6663) 102 Division Street, Nome, Alaska 99762 Hours of Operation: Monday to Friday 8:30 am to 5:00 pm

item:	Fees:
Standard Plots -Each Plot Plans - Each Custom Plots	A Size B Size 8.5" x 11" 11" x 17" 7.00 \$ 7.00 5 7.00 \$ 7.00 \$ 7.00 \$ 7.00 \$ 55.00 per hour plus \$7.00 per linear foot
Standard Plots -Each Plot Plans - Each Custom Plots	C Size         D Size           17" x 22"         22" x 34"           \$         10.00         \$         15.00           \$         10.00         \$         15.00           \$         10.00         \$         15.00           \$         10.00         \$         15.00           \$         10.00         \$         15.00           \$         10.00         \$         15.00
Standard Plots -Each Plot Plans - Each Custom Plots	D-Extended 22" x 70" \$ 35.00 \$ 35.00 \$55.00 per hour plus \$7.00 per linear foot
Standardized Digital Data CD with all maps Zip disk or CD with specific map	\$ 85.00 \$ 50.00
Standard Plots:	Drawings plotted and stocked regularly by the City of Nome, such as street and block maps.
Custom Plots:	Drawings not stocked regularly by the City of Nome, but are custom-made for a specific project or purpose.
Plot Plans:	A or B sized plans of any lot in the City of Nome produced for any purpose.
Standardized Digital Data:	City of Nome electronic maps in .DWG format.
Note: Fees are subject to sales tax	



#### Kegoayah Kozga Public Library (443-6628)

Richard Foster Building, 100 W. 7th Avenue, Nome, AK 99762 Hours of Operation are posted at www.nomealaska.org.

Item:

Overdue Books: Overdue Movies: Lost or Damaged Books or Movies: Interlibrary Loan: Copies of Historical Documents: Temporary Library Card Fees:

\$0.10/day \$10.00 max. \$1.25/day \$30.00 max. Replacement Cost, plus \$2.50 processing fee \$2.25/page \$20.00/6-month

Note: Copies fees are subject to sales tax



### Mini Convention Center (443-2911)

405 River Street, Nome, Alaska 99762

Item:		Fees:		Deposit:
Rental per day (any portion of a 24-hour period) Rental with Food & Drink per day	\$ \$	165.00 220.00	-	200.00 250.00
Sound System Rental (weekday during normal business hours)	\$	55.00	\$	200.00
Sound System Rental (weekend or outside of normal business hours)	\$	110.00	\$	200.00

#### Notes:

1) Contact the Clerk's Office for reservation of facility.

2) Please be sure to include the additional time needed for Set-Up and Take-Down in your reservation request.

3) Rental and Deposit fees are payable in advance. Fees except deposit fee are subject to sales tax.

4) Sound System Deposit is in addition to the facility deposit.

5) Deposit refund is conditional upon satisfactory clean up of facility per checklist.6) Cleaning and/or damage fee will be assessed if facility is left unclean or damaged.



#### Municipal Landfill & Monofill (443-6663)

102 Division Street, Nome, Alaska 99762

Landfill Hours of Operation: Monday, Wednesday & Saturday 9:00 am to 4:00 pm Monofill Key Sign-Out at City Hall: Monday to Friday 9:00 am to 4:30 pm

Item:	Monofill Fees Permit#9732-BA001		Pe	Landfill Fees mit#0032-BA003
	MP 2.5	5 Center Creek Road	MP 3	Kougarok Highway
Pickup Truck Covered Uncovered	\$ \$	25.00 35.00	\$ \$	25.00 35.00
Flat Bed Truck Covered Uncovered	\$ \$	55.00 95.00	\$ \$	55.00 95.00
Dump Truck Covered Uncovered	\$ \$	130.00 155.00	\$ \$	130.00 155.00
Side Dump Truck Covered Uncovered	\$ \$	200.00 250.00	\$ \$	200.00 250.00
Junk Vehicle Battery & Fluids Removed - per vehicle Battery & Fluids NOT Removed - per vehicle	\$ \$	25.00 65.00		Not Accepted Not Accepted
Refrigerators & Freezers With CFC's Without CFC's		Not Accepted Not Accepted	\$ \$	55.00 20.00
Wooden Structures < 2000 square feet 2001 - 4000 square feet	\$ \$	825.00 1,100.00		Not Accepted Not Accepted
Contractor/Project		Negotiated		Not Accepted

#### Notes:

1) Fees are subject to sales tax.

2) Access to the site is controlled by locked gates at the main road and at the monofill. Keys for the site are strictly controlled.

3) Control of wastes delivered to the site is accomplished by requiring the user to sign the "Disposal Agreement" at City Hall.

4) Random inspection of deposited wastes can be made at any time. A violation of the agreement may cause the user to be responsible for all costs associated with the removal, remediation, and final disposal of unacceptable waste.



#### Municipal Landfill & Monofill (443-6663)

102 Division Street, Nome, Alaska 99762

Landfill Hours of Operation: Monday, Wednesday & Saturday 9:00 am to 4:00 pm Monofill Key Sign-Out at City Hall: Monday to Friday 9:00 am to 4:30 pm

ltem:		<b>onofill Fees</b> Center Creek Road	 n <b>dfill Fees</b> ougarok Highway
Asbestos (friable & non-friable) Plus \$50/ one-half hour (min.) handling fee	Ν	lot Accepted	Accepted
0-500# per cubic yard			\$ 225.00
501-1000# per cubic yard			\$ 190.00
1001 - 1500# per cubic yard			\$ 165.00
1501 - 2000# per cubic yard			\$ 140.00
2001# > per cubic yard			\$ 135.00
Late Return of Key (daily fee)	\$	25.00	\$ 25.00

#### Notes:

1) Fees are subject to sales tax.

2) Access to the site is controlled by locked gates at the main road and at the monofill. Keys for the site are strictly controlled.

3) Control of wastes delivered to the site is accomplished by requiring the user to sign the "Disposal Agreement" at City Hall.

4) Random inspection of deposited wastes can be made at any time. A violation of the agreement may cause the user to be responsible for all costs associated with the removal, remediation, and final disposal of unacceptable waste.



Old St. Joe's (443-7856)

407 Bering Street, Nome, Alaska 99762

Item:	Fees:			Deposit:	
<b>Facility</b> Rental per day (any portion of a 24-hour period) Rental with Food & Drink per day	\$ \$	165.00 220.00	+	200.00 250.00	
Sound System Rental (weekday during normal business hours)	\$	55.00	\$	200.00	
Sound System Rental (weekend or outside of normal business hours)	\$	110.00	\$	200.00	

#### Notes:

1) Contact the Clerk's Office for reservation of facility.

2) Please be sure to include the additional time needed for Set-Up and Take-Down in your reservation request.

3) Rental and Deposit fees are payable in advance. Fees except deposit fee are subject to sales tax.

4) Sound System Deposit is in addition to the facility deposit.

5) Deposit refund is conditional upon satisfactory clean up of facility per checklist.

6) Cleaning and/or damage fee will be assessed if facility is left unclean or damaged.



#### Parks & Recreation

#### Golden Strike Bowling Alley

208 E. 6th Avenue, Nome, Alaska 99762

Hours of Operation: Thursday to Saturday 6:00 pm to 10:00 pm

Item:	Fees:		
Game	\$	5.00	
Shoe Rental	\$	3.00	
Lane Rental (per lane/hour)	\$	35.00	
League Bowling		Call For Rates	
Dining Area Rental (per hour)	\$	60.00	
Security Deposit	\$	100.00	
Rental Items			
*Tables	\$	12.00	
*Chairs	\$	3.00	
*3-Section Warmer	\$	27.00	
Security Deposit	\$	200.00	

#### Notes:

Rental and Deposit fees are payable in advance. Sales tax is included in the fees.
 Please be sure to include the additional time needed for Set-Up and Take-Down in your facility reservation request.

3) Cleaning and/or damage fee will be assessed if rooms are left unclean or damaged.

4) The NRC reserves the right to pre-empt days with facility rentals/closures.
 \* Reflects rental per item for 2 Full Days. Each extra day is 20% of fee.



#### Nome Campground

1.1 mile Greg Kruschek Avenue, Nome, Alaska 99762

ltem:	Fe	es:
Camping permit fee per day (Maximum rental period is 6 days)	\$	20.00

#### Notes:

1) All fees are payable in advance. Sales tax is included in the fees.

2) Camping permit can be purchased at the Nome Recreation Center

Renewal is conditional upon satisfactory clean-up of site per checklist.

4) Cleaning and/or damage fee will be assessed if site is left unclean or damaged.



#### Nome Recreation Center (443-5432)

208 E. 6th Avenue, Nome, Alaska 99762

Hours of Operation:

Summer Hours - Monday to Friday 5:30 am to 10:00 pm; Saturday & Sunday Closed

Winter Hours - Monday to Friday 5:30 am to 10:00 pm; Saturday 12:00 pm to 6:00 pm; Sunday 12:00 pm to 6:00 pm

Item:	Fees:			
		Youth		Senior
Admission	•	2 - 18 Years		55 Year & Up
Daily	\$	6.00	\$	6.00
15-Visit Pass	\$ \$ \$	85.00	\$	85.00
30-Visit Pass	\$	160.00	\$	160.00
1-Month Membership	\$	70.00	\$	70.00
Yearly Membership	\$	450.00	\$	450.00
		Adults		Family
Admission		<u>19 - 54 Years</u>		2 Adults/2 Youth
Daily	\$	7.00	\$	26.00
15-Visit Pass	\$	100.00	\$	300.00
30-Visit Pass	\$	190.00	\$	590.00
1-Month Membership	\$	80.00	\$	280.00
Yearly Membership	\$	650.00	\$	Request Rate
		Fees:		
Locker Rentals				
Year	\$	80.00		
Month	\$	60.00		
Day	\$	3.00		
Towel Rental	\$	2.00		
Lost Towel	\$	5.00		
Gatorade/Vitamin Water	\$	3.00		
Gymnasium (Full Court)		100.00		
8am - 5pm/Per Hour	\$	120.00		
5pm - 10pm/Per Hour	\$	150.00		
Multi-Purpose Room				
8am - 5pm/Per Hour	\$ \$	75.00		
5pm - 10pm/Per Hour	\$	90.00		
Climbing Wall Room				
8am - 5pm/Per Hour	\$	50.00		
5pm - 10pm/Per Hour	\$ \$	50.00		
	•			

#### Notes:

1) All fees are payable in advance. Sales tax is included in the fees.

2) All Visit Pass expire one year from date of purchase.

3) Visit Pass provides unlimited use of the NRC on a daily basis and includes use of the entire facility with the exception of bowling, special events, league sports, or structured NRC activities.

4) Facility includes Multi-purpose Room, Climbing Wall, and Racquetball Rooms

5) The NRC reserves the right to pre-empt days with facility rentals/closures.



#### Nome Recreation Center (443-5432)

208 E. 6th Avenue, Nome, Alaska 99762 Hours of Operation: Summer Hours - Monday to Friday 5:30 am to 10:00 pm; Saturday & Sunday Closed Winter Hours - Monday to Friday 5:30 am to 10:00 pm; Saturday 12:00 pm to 6:00 pm; Sunday 12:00 pm to 6:00 pm

Item:	Fees:		
*Facility 8am - 5pm/Per Hour 5pm - 10pm/Per Hour Plus Kitchen/Dining Area Add-on Per Hour All day (8 Hours Plus) Per Day Plus Kitchen/Dining Area Add-on Per Day Plus Area Add-on Per Day	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	135.00 165.00 55.00 1,100.00 1,320.00 220.00	
Security Deposit	\$	200.00	

#### Notes:

1) All fees are payable in advance. Sales tax is included in the fees.

2) Please be sure to include the additional time needed for Set-Up and Take-Down in your facility reservation request.

3) Cleaning and/or damage fee will be assessed if rooms are left unclean or damaged.

4) Visit Pass provides unlimited use of the NRC on a daily basis and includes use of the entire facility with the exception of bowling, special events, league sports, or structured NRC activities.

5) All Visit Pass expire one year from date of purchase.

6) The NRC reserves the right to pre-empt days with facility rentals/closures.

Facility includes Multi-purpose Room, Climbing Wall, and Racquetball Rooms



#### Nome Swimming Pool

3.5 Mile Nome-Teller Highway, Nome, Alaska 99762 Hours of Operation: Tuesday 11:45 am to 1:15 pm Lunch Laps Wednesay 5:00 pm to 6:30 pm PM Laps; 6:30 pm to 8:00 pm Open Swim Thursday 11:45 am to 1:15 pm Lunch Laps Friday 6:00 am to 7:30 am AM Laps Saturday 8:30 am to 10:00 am Laps

Item:		Fees:			
		Youth (2 -18 Years) Senior (55 Year &			
Daily	\$	6.00	\$	6.00	
15-Visit Pass	\$	82.00	\$	82.00	
30-Visit Pass	\$	160.00	\$	160.00	
		Adulta (40 Ed Mana)	1	amily (2 Adulta (2 Moutho)	
D-11	_	Adults (19 - 54 Years)		amily (2 Adults/2 Youths)	
Daily	\$	7.00	\$	20.00	
15-Visit Pass	\$	90.00	\$	200.00	
30-Visit Pass	\$	165.00	\$	360.00	
		Fees:			
Pool Rental - Public					
1 - 24 Swimmers Per Hour	\$	85.00			
25-48 Swimmers Per Hour	\$ \$	110.00			
Pool Rental - School/Education					
1 - 24 Swimmers Per Hour	\$	80.00			
25-48 Swimmers Per Hour	\$ \$	100.00			
Looks Destals					
Locker Rentals	-				
Yearly	\$	55.00			
Monthly	\$	16.00			
Daily	\$	2.00			

Notes:

1) Rental and Deposit fees are payable in advance. Sales tax is included in the fees.

2) The Pool reserves the right to pre-empt days with facility rentals/closures.



#### Police Department (443-5262)

102 Greg Kruschek Avenue, Nome, Alaska 99762

ltem:	Fees:		Room	
Finger Printing - single card	S	20.00		
Finger Printing - second card	S	15.00		
Photographs	S S S	6.00		
Copies of Case Report - Up to 25 Pages	\$	15.00		
Case Report Over 25 Pages - Per Additional Page	\$ \$ \$	0.30		
Case Report with Photos/CD	\$	25.00		
Alarm monitor user fee per device - monthly				
(per O-88-6-3)	\$	50.00		
Civil Service Charge	\$	50.00		
Criminal Background Investigation	\$ \$	25.00		
Towing Fee		plus actual costs		
Impound Fee per day	\$	10.00		
Storage Fee per day	\$ \$	15.00		
Public Safety Conference Room (#109)	\$	150.00	\$	100.00
Public Safety Training/EOC Room (#103)	\$ \$	200.00	\$	250.00
Minor offense fine schedule	Refer to	NCO 1.20.040		

#### Notes:

1) Contact the Clerk's Office for reservation of conference and training rooms.

2) Fees are subject to sales tax. Rental and Deposit fees are payable in advance.

3) Please be sure to include the additional time needed for Set-Up and Take-Down in your reservation request.

4) Deposit refund is conditional upon satisfactory clean up of facility per checklist.

6) Cleaning and/or damage fee will be assessed if facility is left unclean or damaged.



#### **Public Works Equipment Rental** 500 Bering Street, Nome, Alaska 99762

Item:	Fees:		
End Dump Truck per hour	\$	120.00	
Cat 160M Grader per hour	\$	125.00	
Volvo 150G Wheel Loader per hour	\$	155.00	
Cat D7 Dozer per hour	\$	150.00	
Case 580D Backhoe per hour	\$	120.00	
Hitachi EX310 Excavator per hour	\$	150.00	
Volvo 125C Skidsteer Loader per hour	\$	95.00	
Cat 966F Loader per hour	\$	155.00	
Cat 966H Loader per hour	\$	155.00	
Pickup Truck per hour	\$	40.00	
Turf Master Hydro-seeder per hour	\$	110.00	
Genie Scissor Lift per hour	\$	60.00	

Notes: 1) Equipment rates do not include the cost of an operator. 2) Labor costs are in addition to the equipment rates. See Port tariff for labor charge out rates.

2) Minimum rental is one hour.

4) Sales tax will be added to equipment rental fees.



#### Port of Nome (443-6619)

307 Belmont Street, Nome, Alaska 99762 Hours of Operation: Summer (May 1 to November 15) Monday to Friday 8:00 am to 5:00 pm Winter (November 16 to April 30) Closed

Item: 05.010 Dockage Rates	Fees:
Vessels - Daily Rate	
<200 ft in length - per foot	\$ 1.40
>200 ft in length - per foot	\$ 2.15
Vessels anchored within the breakwaters	
(outer harbor)	\$ 0.71

Homeported vessels operating out of the port & harbor from June through October shall have the option to apply for a docking permit and pay at the current rate (for that size vessel) as follows:

(1) Inner Harbor - Vessels:	Seasonal*		
32 ft and under	S	914.69	
Over 32 ft to 52 ft		15%	
Over 52 ft to 72 ft		25%	
Over 72 ft to 92 ft		35%	
Over 92 ft to 125 ft		45%	
Over 125 ft to 175 ft	55%		
Over 175 ft		65%	

Notes: \*Percentages of standard daily dockage rate calculated on length of permit (see Docking Rate Permit Schedule attached as Appendix C)



#### Port of Nome (443-6619)

307 Belmont Street, Nome, Alaska 99762 Hours of Operation: Summer (May 1 to November 15) Monday to Friday 8:00 am to 5:00 pm Winter (November 16 to April 30) Closed

#### Item: 05.010 Dockage Rates

Fees:

## Home-ported vessels dry-docked within the Port of Nome that remain idle throughout the applicable period shall pay a flat rate identified below:

Vessels:

/essels:	 Winter	Summer
32 ft and under	\$ 608.63 \$	486.91
Over 32 ft to 42 ft	\$ 913.53 \$	730.36
Over 42 ft to 52 ft	\$ 1,217.27 \$	973.81
Over 52 ft to 62 ft	\$ 1,825.90 \$	1,460.72
Over 62 ft to 72 ft	\$ 2,434.53 \$	1,947.62
Over 72 ft to 92 ft	\$ 3,408.34 \$	2,677.98
Over 92 ft to 125 ft	\$ 5,477.69 \$	4,016.97
Over 125 ft to 175 ft	\$ 8,764.31 \$	6,428.32
Over 175 ft	\$ 13,587.00 \$	9,964.18

#### Notes:

1) Snake River Docking Permit is 1/2 the rate. Please apply to the Harbormaster.

2) Please refer to Port Tariff No. 16.2 for details.

3) Fees are subject to sales tax.

4) Administration fee of 20% charged on all issues that require administrative services to process and handle

5) All foreign and domestic banking transaction fees incurred when making payments will be the responsibility of all users



Port of Nome (443-6619) 307 Belmont Street, Nome, Alaska 99762 Hours of Operation: Summer (May 1 to November 15) Monday to Friday 8:00 am to 5:00 pm Winter (November 16 to April 30) Closed

Item:		Fees:
<b>05.020 Wharfage Rates</b> Bulk Liquid Products		
Inbound Only Per Gallon	\$	0.041
Outbound Only Per Gallon	\$ \$ \$	0.026
Over-side Only Per Gallon** Inter-Facility Transfer Per Gallon	¢ ¢	0.014 0.041
Dry Commodities, Scientific Equip, ISO Tanks, & Co Gear (Excludes Rock, Sand, & Gravel) Inbound/Outbound Per Ton Over-side Cargo Per Ton Over-stow Cargo (Outbound) Per Ton*	\$	13.40 6.72 6.72
Inter-Facility Transfer Per Ton	\$	10.09
Rock, Sand, & Gravel -(bulk non-bagged)		
50,000 tons or under 50,001-100,000 tons 100,001-200,000 tons 200,001-300,000 tons Over 300,000 tons	\$	2.23 2.12 2.05 1.96 1.90
Project Cargo in excess of 2,000 Tons in one shipment for one consignee to be consumed in one project		75% of Published Rate
Empty Containers, bottles or tanks, that are non-revenue cargo, being shipped in or our for re-fill of product only		No Charge
Ship's gear, ship's stores, and shore-side cargo handling equipment (as defined)		No Charge
Load or Discharge of Passengers at any Port of Nome Facility - See Tariff 16.2 Section 05.020 Wharfage Rates: (b) for Passenger Fees & Facility Charges		See 05.020 (b)

\* Overstow rate based on qualifying cargo in which full wharfage is being paid for inbound movement, and is destined to points beyond Nome \*\* Refer to Port Tariff No. 16.2 Section 03.050 and 03.080 for restrictions

1) Please refer to Port Tariff No. 16.2 for details.

2) Fees are subject to sales tax.

3) Administration fee of 20% charged on all issues that require administrative services to process and handle

4) NSF fee of \$35 charged on all bounced checks and collection fees will be assessed on outstanding accounts

5) All foreign and domestic banking transaction fees incurred when making payments will be the responsibility of all users

and will be charged to the applicable user account

Item B.



#### Port of Nome (443-6619)

307 Belmont Street, Nome, Alaska 99762 Hours of Operation: Summer (May 1 to November 15) Monday to Friday 8:00 am to 5:00 pm Winter (November 16 to April 30) Closed

Item:		Fees:
05.030 Terminal Storage Rates For Open Storage on uplands east and west of the Snake River (except Causeway) per s.f. per week	\$	0.07
For Open Storage on Causeway road or docks per s.f. per week	\$	0.09
Secured Storage (Palletized or exceeds 50#) per day	\$	20.87
05.035 Amenities & Other Charges		
Line Handling - Ships over 300' (tie up & throw-off) per visit*	S	1,623.02
Line Handling - Ships under 300' (tie up & throw-off) per visit*	\$	811.51
Dump Truck/Refuse (Ships over 300') Unregulated Refuse per Load	\$	493.23
Potable Water First 1,000 gallons - Flat Fee* 1,001 - 9,999 gallons - Per Gallon 10,000 gallons and above - Per Gallon	\$ \$ \$	210.99 0.07 0.04
Garbage Dumpster Fee per Visit	\$	49.85
Security Fee (Foreign Flagged and/or Passenger Vessels) per 12 hour shift* (Vessels that overnight require 2 Security Shifts)	\$	2,109.93
Used Oil per 55 gallon drum (or any portion thereof)*	\$	2,731.31
Emergency Services Stand By First Hour Each Additional Hour	\$ \$	1,918.11 1,278.39

#### Notes:

\* Rates for these services performed beyond regular operating hours will be charged per man hour at the applicable rate defined in Section 05.035(a)8 of the Port Tariff. Regular operating hours are from 8:00 am to 5:00 pm, Mondays through Fridays, excluding holidays.

1) Please refer to Port Tariff No. 16.2 for details.

2) Fees are subject to sales tax.

3) Administration fee of 20% charged on all issues that require administrative services to process and handle

4) NSF fee of \$35 charged on all bounced checks and collection fees will be assessed on outstanding accounts

5) All foreign and domestic banking transaction fees incurred when making payments will be the responsibility of all users and will be charged to the applicable user account



#### Port of Nome (443-6619) 307 Belmont Street, Nome, Alaska 99762 Hours of Operation: Summer (May 1 to November 15) Monday to Friday 8:00 am to 5:00 pm Winter (November 16 to April 30) Closed Item: Fees: Personnel Labor Rates Regular/Straight Time per Hour S 98 17 Over Time per hour S 147.26 Holiday Time per hour S 245.43 After Hours Call Out per hour 274 88 S Stand by per hour S 274.88 Refer to rates shown in Section 05.030(a) Terminal Storage Trailer Parking Fee (ice-free season) Rates Smart Ash Burner Operation (burning used absorbents) per hour \$ 141.43 176.21 Gangway or Brow Rental per day\* S Rubber Tire Fendering per day\* \$ 176.21 Vessel Assist - 28' Guardian After Hours - Flat Rate \$ 1,054.96 Regular Hours - Flat Rate 309.53 s Plus Fuel Oil (1 hr minimum) per hour \$ 22.03 Plus Labor See Personnel Labor Rates above 18' Skiff (1 hr minimum) per hour \$ 34.78 Film License Application - Flat Fee \$ 347.79

Notes: \* Rates for these services performed beyond regular operating hours will be charged per man hour at the applicable rate \* Rough the services performed beyond regular operating hours will be charged per man hour at the applicable rate \* Rough the services performed beyond regular operating hours will be charged per man hour at the applicable rate defined in Section 05.035(a) 8 of the Port Tariff. Regular operating hours are from 8:00 am to 5:00 pm, Mondays through Fridays excluding holidays

1) Please refer to Port Tariff No. 16.2 for details.

2) Fees are subject to sales tax.

3) Administration fee of 20% charged on all issues that require administrative services to process and handle

4) NSF fee of \$35 charged on all bounced checks and collection fees will be assessed on outstanding accounts

5) All foreign and domestic banking transaction fees incurred when making payments will be the responsibility of all users and will be charged to the applicable user account



**Richard Foster Building** 100 W. 7th Avenue, Nome, AK 99762

	Fees:	Deposit:
Richard Foster Room Rental Per Day (\$40.00 per hour)	\$ 200.00	\$ 250.00

#### Notes:

1) Contact the Clerk's Office for reservation of facility.

2) Fees are subject to sales tax. Rental and Deposit fees are payable in advance.
3) Please be sure to include the additional time needed for Set-Up and Take-Down in your reservation request.

4) Deposit refund is conditional upon satisfactory clean up of facility per checklist.

6) Cleaning and/or damage fee will be assessed if facility is left unclean or damaged.

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

### **CITY OF NOME, ALASKA**

### RESOLUTION NO. R-22-06-04

# A RESOLUTION APPROVING A CONTRACT WITH WINDWARD STRATEGIES FOR FEDERAL LOBBYING SERVICES FOR THE FISCAL YEAR 2023

**WHEREAS**, the City of Nome (City) has determined that it is in the best interests of the community to retain a federal lobbyist to pursue legislative issues and support constructive Arctic policy on behalf of the City in Washington, D.C.; and,

WHEREAS, Jay Sterne of Windward Strategies has successfully performed lobbying services for the City since 2016 and proven to be highly effective in navigating the political dynamics at the federal level to the benefit of the City, and was instrumental in helping to secure a restart of the Arctic Deep Draft Port Study.

**NOW, THEREFORE, BE IT RESOLVED** that the Nome Common Council hereby approves of a contract for federal lobbying services with Windward Strategies with a monthly retainer of \$5,000 (Five Thousand Dollars) from July 1, 2022 through June 30, 2023.

**APPROVED** and **SIGNED** this  $27^{th}$  day of June, 2022

JOHN K. HANDEAND, Mayor

ATTEST:

BRYANT HAMMOND, Clerk

## WINDWARD STRATEGIES LLC

June 24, 2022

Glenn Steckman City Manager City of Nome 102 Front Street Nome, AK 99762

Re: Engagement Letter

Dear Glenn:

I am very pleased to have the opportunity to continue to provide government affairs services to the City of Nome. This letter will serve to record our agreement of the terms and conditions of the representation.

<u>Scope</u>

- Windward Strategies agrees to represent the City and Port of Nome as follows:
- Engaging with ACOE HQ and OMB officials to ensure the Arctic Deep Draft Port project continues to move forward;
- Facilitating the City's communications with the Alaska Congressional delegation;
- Exploring federal funding sources for the ADDP;
- Supporting the City's requests for, and implementation of, federal appropriations, and legislative and regulatory provisions to benefit the community of Nome
- Other matters as identified by the City and Port of Nome.

On matters covered by this agreement, Windward Strategies agrees to provide such government relations services as determined to be reasonably required to represent the City and Port of Nome, to take reasonable steps to keep you informed of facts and developments concerning the subject matter of this engagement as they come to our attention, and to respond to your reasonable inquiries.

202.841.5097

All work will be coordinated by the Mayor, City Manager and Port Director, including any collaboration with additional resources.

#### <u>Cost</u>

The City of Nome agrees to pay Windward Strategies a \$5000.00 monthly retainer for this representation. In addition to this monthly retainer, Windward Strategies may incur various out-of-pocket expenses performing services on behalf of the City of Nome, including but not limited to local transportation costs in DC and Seattle. Prior to incurring any travel expenses such as airfare or hotel, Windward Strategies will seek prior approval from the City of Nome.

Windward Strategies will send you monthly statements for the retainer amount and any additional costs incurred. Payment is due within 30 days of the date of invoice and may be made by electronic transfer or check.

#### Term

This contract will commence on July 1, 2022 and continue through June 30, 2023.

#### Additional provisions

Nothing in this agreement and nothing in Windward Strategies' statements to you should be construed as a guarantee or promise about the outcome of your matter or any phase thereof. Comments about the course or outcome of your matter or any phase thereof which may be made from time to time are expressions of opinion only.

This agreement constitutes a single, integrated written contract expressing the entire agreement of the City of Nome and Windward Strategies. There is no other agreement, written or oral, express or implied, between the parties with respect to the subject matter of this agreement. This agreement may be modified only in a writing signed by all the parties. This agreement shall be construed by giving effect to the plain meaning of its terms.

Either party may withdraw from this agreement without cause upon the provision of 30 days' notice to the other party.

This agreement will take effect when you sign it, but its effect will be retroactive to the date Windward Strategies first performed services on your behalf.

If these terms are acceptable to you, please sign in the space provided below and return an electronic copy of this agreement and retain a copy for your files.

I appreciate your confidence in Windward Strategies and look forward to working with you.

Sincerely,



Jay Sterne

### **ACCEPTANCE**

I have read and understand the foregoing terms and agree to them as of the date that Windward Strategies first provided services to the City and Port of Nome.

Dated: \_\_\_\_\_ City of Nome

By:\_\_\_\_\_Glenn Steckman, City Manager

Presented By. City Manager

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

#### **CITY OF NOME, ALASKA**

#### RESOLUTION NO. R-22-06-05

#### 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, 2022.

**APPROVED** and **SIGNED** this 27<sup>th</sup> day of June, 2022.

JOHN K. HANDELAND, Mayor

ATTEST:

**BRYANT HAMMOND, 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, 2022, 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, 2023.

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. Should the position of Executive Director remain vacant for ninety (90) days the City will reduce its payment to the visitor center by \$5,000.00 per month or a pro-rated period per each thirty (30) day period of vacancy of the position.

9. 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, 2022, Chamber will:

a. Operate the Visitors Center in accordance with the Nome Chamber of Commerce Visitors Center Goals for FY21 and the Nome Chamber of Commerce Visitors Center Budget for FY22/23, 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 shallinclude:

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 lditarod 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;

I. 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, 2022, and shall expire June 30, 2023, 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 act or

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. 0. 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 \_\_\_\_ day of June, 2022.

**CITY OF NOME** 

NOME CHAMBER OF COMMERCE, INC.

BY:\_\_\_\_\_

BY: \_\_\_\_\_

Glenn Steckman ITS: CITY MANAGER Paul G. Kosto ITS: EXECUTIVE DIRECTOR

Notary's Acknowledgment:

STATE OF ALASKA ) ) ss SECOND JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me by Glenn Steckman and Paul G. Kosto, both known to me personally, this\_\_\_\_\_ day of June, 2022.

Witness my hand and seal:

Notary Public for Alaska My Commission Expires:\_\_\_\_\_\_

Item D.

TO: The Mayor and Common Council FROM: Glenn Steckman RE: City Manager's Report June 24, 2022

#### Alcohol and Marijuana Control Office:

The AMCO will be in Nome for their quarterly meeting this week. On Monday from 1:30pm to 3:00pm and 4:00pm to 6:00pm, AMCO will hold a public meeting to discuss alcohol related issues affecting the City of Nome. The meetings on Monday will take place in the council chambers.

#### The Rec Center ball field:

The adult field has been completed with fencing installed, a new "in place" back stop completed and the bases in place. The backstop was replaced because it fell apart and trying to repair had become too difficult. The youth field is next and the youth field dugouts also will be painted.

#### **Visitor Center Contract:**

I have placed the Visitor Center contract on the agenda for approval. The Executive Director would not agree to my requests. I am only agreeing to recommend this because contract I now want to develop plans on the future of the Visitor Center. The City of Nome will be investing time and materials to repair the Center to a standard that I believe is important to show the City of Nome in the best light. I think it is also important for the city to understand with the vacancies in the visitor center staff on how those unused funds for salaries is spent.

#### **Recreational Activities:**

I have asked Chip Leeper to form a study group on how we can expand our youth activities to serve various age groups in Nome. It's important to know what activities our youth and young adults are interested in today. How I define youth activities at my age perspective is different from how the current youth may view it. By developing a plan, and with approval from the council, it will allow the city to look at youth activity development and funding. Just as an FYI, the Recreation Department does not have a programmer for sports activities.

#### **Swimming Pool:**

City staff will be working with Bob Walker to perform the necessary repairs to the swimming pool. Staff is still waiting for the final proposal from him for work anticipated to done in late August and September.

#### Health Care Committee:

The Employee Union and Nickie Crowe and I are meeting to discuss the cost of healthcare for employees and their dependents. This includes reviewing benefits that could be offered to save money for the employees and the city.

Our current plan with Aetna is not "in" network with Norton Sound Hospital. I am trying to determine what, if any, the true cost of the impact of not being in network is to the city.

#### The Mini:

The city staff is getting positive reviews from the improvements to the Mini. If you have not been down to the building, please contact me and I will take you inside.

Other buildings scheduled for minor refreshing is the Visitor Center (sometime this fall/winter) and the Rec Center lobby hopefully during the rainy season of August.

#### **Governor Dunleavey:**

The Governor will be in town on Monday meeting with community representatives on energy needs and he will visit the port.