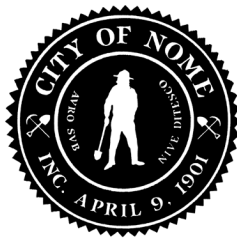


Mayor
John K. Handeland

Manager
Glenn Steckman

Clerk
Bryant Hammond



Nome Common Council
Scot Henderson
Doug Johnson
Mark Johnson
Adam Martinson
Cameron Piscoya
M. Sigvanna Tapqaq

**NOME COMMON COUNCIL
REGULAR MEETING AGENDA
MONDAY, JUNE 26, 2023 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 12, 2023 Nome Common Council Regular Meeting Minutes,

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COMMUNICATIONS

- A. Letter of June 19, 2023 from AMCO to City of Nome re: Transfer of Restaurant / Eating Place Alcohol from Bering Sea Bar and Grill to Golden China,

PAGE 11

- B. Memo of June 23, 2023 from Clerk Hammond to Nome Common Council re: Untimely Filed Tax Exemption Application,

PAGE 13

CITIZEN'S COMMENTS

SPECIAL ORDERS

- A. A Proclamation Recognizing Deputy Chief Robert "Bob" Pruckner for his Service to the City of Nome and its Residents,

PAGE 15

NEW BUSINESS

- A. R-23-06-05 A Resolution Approving a Contract Between the Nome Chamber of Commerce and the City of Nome for Operaton of the Nome Convention and Visitors' Bureau,

PAGE 17

- B. R-23-06-06 A Resolution Approving a Contract with Legislative Consultants in Alaska (LCIA) for State Lobbying Services for the Fiscal Year 2024,

PAGE 27

- C. R-23-06-07 A Resolution Approving a Contract with Windward Strategies for Fedearl Lobbying Service for the Fiscal Year 2024,

PAGE 31

- D. R-23-06-08 A Resolution Designating Bryant Hammond as Acting City Manager for June 28 to July 8, 2023,

PAGE 35

- E. R-23-06-09 A Resolution Approving an Employment Agreement Between the City of Nome and Robert Pruckner,

PAGE 37

- F. R-23-06-10 A Resolution Awarding the Contract for the Furnishing of a Loader Bucket to the Department of Public Works,

PAGE 43

- G: R-23-06-11 A Resolution Authorizing the City Manager or City Clerk to Administratively Forgive Small Amounts of Penalty and Interest Incurred by Sales & Bed Tax-Remitting Businesses as a Result of Difficulties to Use the LocalGov Platform After the Severing of the Quintillion Fiber Optic Cable,

PAGE 49UTILITY MANAGER'S REPORT

- A. Activity Report: June 13 - 23, 2023,

VERBALCITY MANAGER'S REPORT

- A. Activity Report: June 13 - 23, 2023,

PAGE 51

- B. March 23, 2023 Port Commission Regular Meeting Minutes,

PAGE 55CITIZEN'S COMMENTSCOUNCIL MEMBER'S COMMENTSMAYOR'S COMMENTS AND REPORT

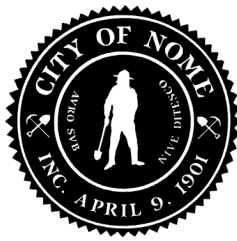
- A. Activity Report: June 13 - 23, 2023,

VERBALEXECUTIVE SESSIONADJOURNMENT

Mayor
John K. Handeland

Manager
Glenn Steckman

Clerk
Bryant Hammond



Nome Common Council
Scot Henderson
Doug Johnson
Mark Johnson
Adam Martinson
Cameron Piscoya
M. Sigvanna Tapqaq

NOME COMMON COUNCIL
WORK SESSION & REGULAR MEETING MINUTES
MONDAY, JUNE 12, 2023 at 12:00 / 5:30 / 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

WORK SESSION - 12:00 PM NOON

- A. Altman Rogers & Co Presentation of City of Nome FY 2022 Audit.

WORK SESSION - 5:30 PM

- A. 5:30 - Discussion Revenue Options and Exemptions.
Aircraft Landing Tax and Flat Property Tax
Sales Tax
Special Taxing Districts
Property Transfer Tax
- B. 6:30 - Discussion of FY2024 Budget.

ROLL CALL

Members Present: Scot Henderson; Doug Johnson; Mark Johnson; Adam Martinson; Cameron Piscoya; Sigvanna Tapqaq

Members Absent: Youth Rep. Kellie Miller (excused)

Also Present: John K. Handeland, Mayor; Glenn Steckman, City Manager; Bryant Hammond, Clerk; Nickie Crowe, Finance Director (telephonic); Joy Baker, Port Director; Ken Morton, NJUS Assistant Manager; Bob Pruckner, NPD Deputy Chief;

APPROVAL OF AGENDA

A motion was made by C. Henderson and seconded by C. Tapqaq to approve the agenda as presented.

Discussion:

- Mayor Handeland added a Special Order to the agenda.

At the roll call:

Aye: D. Johnson; M. Johnson; Martinson; Piscoya; Tapqaq;
Henderson

Nay:

Abstain:

The motion **CARRIED**.

COMMUNICATIONS

- A. April 2023 HomePlate Nome Apartments Update.
- B. Email of May 22, 2023 from William Glenn to Clerk Hammond re: Seppala House Restoration.
 - The Council requested a proposed timeline and vision from the restoration group.
- C. Letter of May 26, 2023 from AK DEC to Local and Tribal Government Leaders re: Wastewater Discharge Permit for Norton Sound Large Dredge Placer Miners.
- D. Letter of May 30, 2023 from NSEDC to Executive Assistant Thompson re: Community Spring Clean-up Donation.
- E. Letter to the Nome Nugget Editor of June 1, 2023 from Nikolai Ivanoff re: City of Nome Snow Removal.
- F. Flyer re: Gnome Rainbow Rock Hunt June 9 – 16.
- G. Alaska National Guard PSA re: Alaska National Guard to train in Nome, Kotzebue for state-wide emergency response exercise.
- H. FY 2024 City of Nome Budget Calendar.

CITIZEN'S COMMENTS

None were given

SPECIAL ORDERS

- A. Presentation of State of Alaska Citation to Josie Stiles.
 - Mayor Handeland presented an Alaska Legislative Citation, sponsored by Mary David and Kawerak, to Ms. Stiles.

UNFINISHED BUSINESS

- A. O-23-05-02 An Ordinance Authorizing Sale to AK DOT&PF of Parcels Adjacent to Steadman Street for Road Projects, **SECOND READING/PUBLIC HEARING/FINAL PASSAGE**.

For the purpose of holding a public hearing, the Council recessed at 7:22 PM.

The Council reconvened at 7:22 PM.

A motion was made by C. Henderson and seconded by C. Piscoya to adopt O-23-05-02.

At the roll call:

Aye: M. Johnson; Martinson; Piscoya; Tapqaq; Henderson; D. Johnson

Nay:
Abstain:

The motion **CARRIED**.

- B. Memorandum of June 9, 2023 from Finance Director Crowe to Nome Common Council re: Motion Requested for FY2024 General Fund Budget.
- C. O-23-06-01 An Ordinance to Establish, Approve, and Adopt the FY 2024 City of Nome General Fund Municipal Budget and Exercising the Power to Assess and Authorize the Levy of a General Tax, **SECOND READING/PUBLIC HEARING/FINAL PASSAGE**.

For the purpose of holding a public hearing, the Council recessed at 7:24 PM.

The Council reconvened at 7:24 PM.

A motion was made by C. Henderson and seconded by C. Tapqaq to adopt O-23-06-01.

A motion was made by C. Henderson and seconded by C. Tapqaq to amend O-23-06-01 per Finance Director Crowe's June 9, 2023 memo.

A motion was made by C. Henderson and seconded by C. M. Johnson to postpone the roll call on O-23-06-01 until after New Business C.

Discussion:

- Council Member Henderson opined that discussion on the ordinance should occur after the mill rate was set, or at least in conjunction with it.

At the roll call:

Aye: Tapqaq; Henderson; D. Johnson; M. Johnson; M. Johnson;
Martinson

Nay:
Abstain:

The motion **CARRIED**.

- D. O-23-06-02 An Ordinance to Establish, Approve, and Adopt the FY 2024 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 7:32 PM.

The Council reconvened at 7:32 PM.

A motion was made by C. Henderson and seconded by C. Piscoya to adopt O-23-06-02.

At the roll call:

Aye: Henderson; D. Johnson; M. Johnson; Martinson; Piscoya;
Tapqaq

Nay:

Abstain:

The motion **CARRIED**.

- E. O-23-06-03 An Ordinance to Establish, Approve, and Adopt the FY 2024 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 7:36 PM.

The Council reconvened at 7:36 PM.

A motion was made by C. Henderson and seconded by C. Tapqaq to adopt O-23-06-03.

At the roll call:

Aye: D. Johnson; M. Johnson; Martinson; Piscoya; Tapqaq;
Henderson

Nay:

Abstain:

The motion **CARRIED**.

- F. O-23-06-04 An Ordinance to Establish, Approve, and Adopt the FY 2024 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 7:39 PM.

A motion was made by C. Tapqaq and seconded by C. Martinson to adopt O-23-06-04.

At the roll call:

Aye: M. Johnson; Martinson; Piscoya; Tapqaq; Henderson; D.
Johnson

Nay:

Abstain:

The motion **CARRIED**.

- G. O-23-06-05 An Ordinance to Establish, Approve, and Adopt the FY 2024 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 7:41 PM.

The Council reconvened at 7:41 PM.

A motion was made by C. Tapqaq and seconded by C. Martinson to adopt O-23-06-05.

At the roll call:

Aye: Martinson; Piscoya; Tapqaq; Henderson; D. Johnson; M. Johnson

Nay:

Abstain:

The motion **CARRIED**.

- H. O-23-06-06 An Ordinance to Establish, Approve, and Adopt the FY 2024 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 7:42 PM.

The Council reconvened at 7:42 PM.

A motion was made by C. Tapqaq and seconded by C. Martinson to adopt O-23-06-06.

At the roll call:

Aye: Piscoya; Tapqaq; Henderson; D. Johnson; M. Johnson; Martinson

Nay:

Abstain:

The motion **CARRIED**.

- I. O-23-06-07 An Ordinance to Establish, Approve, and Adopt the FY 2024 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 7:44 PM.

The Council reconvened at 7:45 PM.

A motion was made by C. Tapqaq and seconded by C. Piscoya to adopt O-23-06-07.

At the roll call:

Aye: Tapqaq; Henderson; D. Johnson; M. Johnson; Martinson; Piscoya

Nay:

Abstain:

The motion **CARRIED**.

NEW BUSINESS

- A. R-23-06-01 A Resolution Assigning Forty (40) Percent of the General Fund Ambulance Net Revenue to the Capital Projects Fund for the Future Purchase of a New Ambulance.

A motion was made by C. Henderson and seconded by C. Tapqaq to adopt R-23-06-01.

At the roll call:

Aye: Henderson; D. Johnson; M. Johnson; Martinson; Piscoya;
Tapqaq

Nay:

Abstain:

The motion **CARRIED**.

- B. R-23-06-02 A Resolution Assigning Twenty-Five (25) Percent of General Fund General Interest Earned Toward the Purchase of a CAT 160M Grader.

A motion was made by C. Tapqaq and seconded by C. Martinson to adopt R-23-06-02.

At the roll call:

Aye: D. Johnson; M. Johnson; Martinson; Piscoya; Tapqaq;
Henderson

Nay:

Abstain:

The motion **CARRIED**.

- C. R-23-06-03 A Resolution Setting the City of Nome Mill Rate for Calendar Year 2023.

A motion was made by C. Henderson and seconded by C. Martinson to adopt R-23-06-03.

A motion was made by C. M. Johnson and seconded by C. Henderson to reduce the mill rate state in the now therefore it be resolved clause from 11 mills to 10.5 mills.

Discussion:

- Manager Steckman asked Finance Director Crowe the value of a ½ mill was, to which she replied \$215,058.17.
- The Common Council discussed the status of the unrestricted fund balance, its uses and best practices for the amount kept in the fund balance.
- Council Member Henderson argued a ½ mill could be cut from revenue as expenses usually came in below budget, which he opined was a laudable accomplishment each year.
- Manager Steckman discussed investment returns on the fund balance given high interest rates.

At the roll call:

Aye: Martinson; Piscoya, Tapqaq; Henderson; D. Johnson; M. Johnson

Nay:

Abstain:

The motion to amenda **CARRIED**.

Returning to the main motion

At the roll call:

Aye: M. Johnson; Martinson; Piscoya; Tapqaq; Henderson; D. Johnson

Nay:

Abstain:

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

Without objection, the Council returned to Unfinished Business B: O-23-06-01.

At the roll call:

Aye: Piscoya; Tapqaq; Henderson; D. Johnson; M. Johnson; Martinson

Nay:

Abstain:

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

- D. R-23-06-04 A Resolution Adopting the Results of the Fiscal Year 2022 Audit Performed by Altman, Rogers & Co.

A motion was made by C. Tapqaq and seconded by C. Henderson to adopt R-23-06-04.

At the roll call:

Aye: Henderson; D. Johnson; M. Johnson; Martinson; Piscoya; Tapqaq

Nay:

Abstain:

The motion **CARRIED**.

UTILITY MANAGER'S REPORT

- A. Activity Report: May 23 - June 9, 2023.
- Assistant Utility Manager Morton discussed the ongoing generator overhaul for Engine 16 as well as other routine June projects.

CITY MANAGER'S REPORT

- A. Activity Report: May 23 - June 9, 2023.

- Manager Steckman presented his report. He discussed the status of the 3D house printing project and the Mancamp required for the Port project with the Council.

CITIZEN'S COMMENTS

none given

COUNCIL MEMBER'S COMMENTS

1. Council Member Doug Johnson – no comments
2. Council Member Mark Johnson reiterated his desire to discuss the vaping problem among kids in a work session.
3. Council Member Martinson – no comments.
4. Council Member Piscoya – no comments.
5. Council Member Tapqaq – no comments.
6. Council Member Henderson – no comments.

MAYOR'S COMMENTS AND REPORT

- A. Activity Report: May 23 - June 9, 2023.
 - Mayor Handeland thanked all those involved in the Spring Clean up and suggested the City help out in some areas just outside of City Limits to better present to visitors and tourists. He discussed the annual Lion's Club chicken feed and the upcoming Midnight Sun events at the Golden Goose lot. He thanked Gail Schubert, the departing CEO of Bering Straits Native Corporation, for her service to the region.

EXECUTIVE SESSION

- A. Discussion of Legal Matters the Immediate Knowledge of Which May Have Adverse Effects on City of Nome Finances.

A motion was made by C. Tapqaq and seconded by C. Piscoya to enter into executive session to discuss legal matters the immediate knowledge of which may have adverse effects on City of Nome finances.

The Council entered executive session at 8:31 PM.

The Council came out of executive session at 9:05 PM.

ADJOURNMENT

Hearing no objections, the Council adjourned at 9:05 PM.

APPROVED and SIGNED this 26th day of June 2023

JOHN K. HANDELAND
Mayor

ATTEST:

BRYANT HAMMOND
Clerk



June 19, 2023

City of Nome

Via Email: clerksoffice@nomealaska.org; bhammond@nomealaska.org

License Type:	Restaurant /Eating Place	License Number:	5884
Licensee:	JPS Enterprises Inc		
Doing Business As:	Golden China		
Premises Address:	231 W Front Street		

- New Application**
 Transfer of Ownership Application with a name change
 Transfer of Location Application
 Transfer of Controlling Interest Application

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provides that the board will deny a license application if the board finds that the license is prohibited as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant’s proposed licensed premises are in a place within the local government where a local zoning ordinance prohibits the alcohol establishment unless the local government has approved a variance from the local ordinance.

Sincerely,
Joan Wilson Director
amco.localgovernmentonly@alaska.gov



Date: June 23, 2023
From: Bryant Hammond, City Clerk
Subject: Council Determination of Disposition of Untimely Filed Tax Exemption Forms

BACKGROUND & JUSTIFICATION:

The City Clerk's office is in receipt of a Tax Exemption Application which were not submitted by the February 1, 2023 deadline. The late application is as follows:

Sally Seppilu (Senior Exemption) Received 6/22/23

Ms. Seppilu has qualified for a senior exemption in the past and appears to still qualify.

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 application for property tax exemption should be considered as timely.

CITY OF NOME, ALASKA
PROCLAMATION

A PROCLAMATION RECOGNIZING DEPUTY CHIEF ROBERT “BOB” PRUCKNER FOR HIS SERVICE TO THE CITY OF NOME AND ITS RESIDENTS

WHEREAS, Robert “Bob” Pruckner first came to Nome as a Police Investigator in 2018 from Chesterfield, Virginia where he retired with 27 years of service with the Chesterfield County Police Department as a police officer, school resource operator, investigator and polygraph operator and;

WHEREAS, he served his nation as a member of the United States Air Force, where he was tasked with protecting its nuclear weapons; and,

WHEREAS, he began serving as the Deputy Police Chief of Nome in June of 2020; and,

WHEREAS, he was a strong proponent of best use practices and policy standards for the Nome Police Department; and,

WHEREAS, during his time as Deputy Police Chief, the Nome Police Department began to pursue accreditation as a police department; and,

WHEREAS, during his tenure the Nome Police Department began to upgrade its equipment and operations to better respond to the residents of Nome; and,

WHEREAS, his efforts to improve the services the Nome Police Department are appreciated by the Mayor, the Nome Common Council, and the administration of the City of Nome;

NOW THEREFORE BE IT PROCLAIMED that the City of Nome thanks Deputy Chief Bob Pruckner for his service to its citizens and to his contributions to developing a more professional and responsive Nome Police Department.

APPROVED and **SIGNED** this 26th day of June, 2023

JOHN K. HANDELAND, MAYOR

ATTEST:

BRYANT HAMMOND, Clerk

Presented By:
City Manager

Action Taken:
Yes ___
No ___
Abstain ___

CITY OF NOME, ALASKA

RESOLUTION NO. R-23-06-05

**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, 2023.

APPROVED and **SIGNED** this 26th day of June, 2023.

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-FY23 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, 2023, City shall:

1. Subject to annual appropriation by the City Council, pay Chamber monthly payments of \$16,666.67 per month for 11 months and \$16,666.63 for the final month of the agreement (\$200,000.00 per year) from the effective date of this agreement until June 30, 2024.
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, 2023, Chamber will:
 - a. Operate the Visitors Center in accordance with the Nome Chamber of Commerce Visitors Center Goals for FY23 and the Nome Chamber of Commerce Visitors Center Budget for FY23/24, 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, Iron Dog 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 and Iron Dog 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, 2023, and shall expire June 30, 2024, 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 26th day of June, 2023

CITY OF NOME

NOME CHAMBER OF COMMERCE, INC.

BY: _____

Glenn Steckman
ITS: CITY MANAGER

By: _____

Paul 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: _____

Presented By:
City Manager / Port Director

Action Taken:
Yes ___
No ___
Abstain ___

CITY OF NOME, ALASKA

RESOLUTION NO. R-23-06-06

**A RESOLUTION APPROVING A CONTRACT WITH LEGISLATIVE CONSULTANTS IN ALASKA
(LCIA) FOR STATE LOBBYING SERVICES FOR THE FISCAL YEAR 2024**

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, 2023 through June 30, 2024.

APPROVED and SIGNED this 26th day of June, 2023.

JOHN K. HANDELAND,
Mayor

ATTEST:

BRYANT HAMMOND,
Clerk

CONSULTING SERVICES AGREEMENT

This Agreement is effective as July 1, 2023 between Legislative Consultants, LLC (hereinafter called LC), 224 Fourth Street, Juneau, Alaska 99801 and the City of Nome (hereinafter call the City).

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

Services

LC, as an independent contractor and not an employee of the City of Nome will perform consulting and lobbying services in furtherance of the City's legislative and administrative priorities. LC shall perform and complete the consulting and lobby services and its other obligations under this Agreement in accordance with all applicable laws and regulations, this Agreement and prudent industry practices and standards.

Terms

This Agreement shall be in effect from July 1, 2023 thru June 30, 2024. This Agreement shall remain in full force and effect for the term specified unless terminated.

Compensation

The City of Nome agrees to pay LC the sum of \$85,000 for lobbying/consulting services. The City 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.

Invoices

The City of Nome will make payment for services set forth above upon receipt of an invoice from LC. The invoice will reference this Agreement and P.O. All unpaid monthly fees set forth above shall be due and payable upon the termination of this Agreement.

Reporting

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

Lobbying Disclosures

LC shall comply with all laws requiring registration and reporting of its actions pursuant to this Agreement. All registrations and reports shall be filed in a timely manner.

Assignment.

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

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/her 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).

LC will seek authorization and approval from the Contract Administrator before submitting any requests for reimbursement of additional, non-specific expenses.

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 assure 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 affiliates business plans, including without limitation, products, services, standards, procedures, techniques, future plans, and other information or material and operations and covenants and agrees that such information will remain confidential and not disclosed to any other party without written permission from the City Manager.

Governing Law. This Agreement shall be governed by the internal laws of the State of Alaska without regard to its conflict of law principles. LC and the City each agree to waive any right to a trial by jury pertaining to any claim, counterclaim or action originating under or related to this Agreement.

ACCEPTED BY:

Glenn Steckman, City Manager
City of Nome

Wendy Chamberlain, partner
Legislative Consultants, LLC

Date

Date

Presented By:
City Manager / Port Director

Action Taken:
Yes ___
No ___
Abstain ___

CITY OF NOME, ALASKA

RESOLUTION NO. R-23-06-07

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.

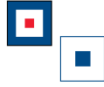
NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council hereby approves of a contract for federal lobbying services with Windward Strategies with a monthly retainer of \$5,000 (Five Thousand Dollars) from July 1, 2023 through June 30, 2024.

APPROVED and SIGNED this 26th day of June, 2023

JOHN K. HANDEAND,
Mayor

ATTEST:

BRYANT HAMMOND,
Clerk



WINDWARD STRATEGIES LLC

June 21, 2023

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.

Scope

- 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.

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

Cost

The City of Nome agrees to pay Windward Strategies a \$5400.00 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, 2023 and continue through June 30, 2024.

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.

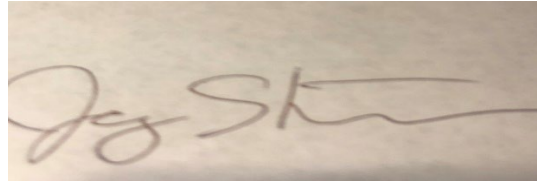
Either party may withdraw from this agreement without cause upon the provision of 30 days' notice to the other party.

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,

A photograph of a handwritten signature in dark ink on a light-colored surface. The signature appears to read "Jay Sterne" in a cursive, slightly stylized font.

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-23-06-08

**A RESOLUTION DESIGNATING BRYANT HAMMOND
AS ACTING CITY MANAGER
FOR JUNE 28 TO JULY 8, 2023**

WHEREAS, NCO 2.335.030 provides that “During the city manager’s absence or disability, the city council shall designate by resolution an official to act as city manager”; and,

WHEREAS, modern advancements in communications technology allow individuals to perform duties from locations other than a fixed office, so job responsibilities and functions can be performed from anywhere on the globe, but on occasion it is necessary, prudent and healthy for an employee to be able to “unplug” on occasion; and,

WHEREAS, Glenn Steckman, City Manager believes it prudent to have an Acting City Manager available in town during this period to be able to address any necessary matters promptly; and,

WHEREAS, the City Manager recommends Bryant Hammond, be designated Acting City Manager with authority to perform powers and duties of manager during the period;

NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council accepts the manager’s recommendation and appoints/designates Bryant Hammond Acting City Manager for the period of June 28 to July 8 to perform delegated duties and assume the responsibilities as provided in NCO 2.35.020, elsewhere in the Code, and in Alaska Statutes – Title 29.

APPROVED and SIGNED this 26th day of June, 2023

JOHN K. HANDELAND, Mayor

ATTEST:

BRYANT HAMMOND, Clerk

Presented By:
City Manager

Action Taken:
Yes____
No____
Abstain____

CITY OF NOME, ALASKA

RESOLUTION NO. R-23-06-09

**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF NOME AND WILLIAM CROCKETT FOR THE POSITION OF
DEPUTY CHIEF OF POLICE**

WHEREAS, the City of Nome wishes to employ the services of William Crockett as the Deputy Chief of Police; and,

WHEREAS, Mr. Crockett wishes to be employed as the Deputy Chief of Police under the terms and conditions recited in the accompanying contract; and,

WHEREAS, the Deputy Chief of Police position is considered a professional exempt position not subject to overtime provisions of the Federal Fair Labor Standards Act and Alaska Wage and Hour Act; and,

WHEREAS, the City and Mr. Crockett desire to provide for certain procedures, benefits, and requirements regarding the employment of Mr. Crockett by the City.

NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council authorizes the City Manager to enter into the accompanying agreement with William Crockett for the position of Deputy Chief of Police.

APPROVED and **SIGNED** this 26th day of June, 2023.

JOHN K. HANDELAND
Mayor

ATTEST:

BRYANT HAMMOND,
Clerk

EMPLOYMENT AGREEMENT
Between the CITY of NOME, ALASKA
and William Crockett to
serve as the Deputy Police Chief

This Agreement is effective when signed by both parties and approved by the Nome Common Council and is between the City of Nome (hereinafter referred to as "City") and William Crockett (hereinafter referred to as "Employee"). The City agrees to employ Employee as Deputy Police Chief under the direction of the Chief of Police. This Agreement shall continue for the Initial Term of employment described in paragraph 5 unless sooner terminated or extended as provided below.

In consideration of the mutual covenants and promises of the parties hereto, the City and Employee agree as follows:

Section 1. MUTUAL ASSENT TO EMPLOYMENT

Effective June 26, 2023 the City employs Employee to act as the Deputy Police Chief for the City of Nome, Alaska, and Employee accepts and agrees to such employment.

Section 2. GOVERNING LAW

Unless otherwise provided in this Agreement, this Agreement and the employment of Employee hereunder shall be subject generally to all applicable provisions of Title 29 of the Alaska Statutes and the Nome Municipal Code and all amendments thereto and judicial determinations thereof.

Section 3. DUTIES OF OF THE DEPUTY POLICE CHIEF

Employee shall perform all the duties required of a Deputy Police Chief by the laws of the State of Alaska and the Nome Municipal Code, including but not limited to NCO 2.40.040, and such other duties as the City Manager and Common Council from time-to-time require of him under the general supervision and direction of the Nome Police Chief.

Section 4. EXTENT OF SERVICES

Employee shall devote sufficient time, attention, knowledge and skills to the interest of the City to provide for efficient and effective operation of the City Department of Public Safety. Employee agrees not to undertake any obligations, have other business affiliations, or engage in any activities which are competitive, incompatible, adverse to, or in conflict with the City's interests, except as provided in this Agreement or as specifically approved by the Common Council. This does not prohibit Employee from being involved with unrelated business or passive personal investments.

Section 5. TERM OF EMPLOYMENT

A. The Initial Term of employment shall be three years from June 26, 2023 until June 25, 2026, subject to termination provisions by either of the parties as addressed in Section 6 of this Agreement. Upon the expiration of the Initial Term, it shall specifically not be considered renewed without further action upon the part of the City.

B. Upon expiration of the Initial Term, the parties may, by mutual consent, extend the Agreement and term of employment for additional years. The parties must provide to each other at least ninety days written notice prior to the expiration of the Initial Term of the Agreement informing the other party of its intent to enter into an extension, except that failure to provide such timely notice shall not preclude the parties from agreeing to extend.

Section 6. TERMINATION OF THE EMPLOYMENT AGREEMENT

Because of the professional and executive nature of the Deputy Police Chief position, it is agreed that the City's business can only succeed if the Deputy Police Chief and the Police Chief enjoy a working relationship based on mutual respect, trust and positive attitudes. It may, therefore, be impossible to quantify "unsatisfactory performance" or "just cause" for termination given the complexities which often involve personality factors as opposed to legal or contractual factors. It is, therefore, the intent of the City and Employee to provide for termination of this Agreement by either the City or Employee without resort to any determination of cause or any necessary explanation by the City or Employee except as specifically identified below. Accordingly, this Agreement may be terminated as follows:

A. By Employee for any reason or no stated reason upon giving sixty days' written notice to the City. Upon receipt of notice, the City may immediately terminate the relationship or require Employee to continue for a period of not to exceed sixty days at his regular rate of pay from the date of receipt of the notice. If the relationship is terminated by Employee, the City shall not be responsible for any severance or termination pay. Employee shall be entitled to the balance of accrued leave to the date of termination.

B. By the City for any reason or no stated reason upon giving sixty days' written notice to Employee. City may, at its sole and exclusive option, terminate the relationship immediately or continue Employee's employment for an additional period mutually agreed upon by the parties, but not exceeding sixty days.

In the event of termination under this paragraph, the City shall pay Employee a lump sum cash payment equal to one month of Employee's annual compensation. Upon termination under this paragraph, Employee shall not be entitled to any additional compensation, including but not limited to, relocation costs, of any nature whatsoever **except** for accrued annual leave. The City shall also provide one months' health insurance coverage for Employee and dependents under the City's then-existing health plan;

Provided, however, that in the event Employee is terminated because of any illegal act involving personal gain to him, or any misconduct involving an act of moral turpitude or illegality, then the City shall have no obligation to pay the severance sum or to provide the health insurance stated above, except legally accrued and unused annual leave to the date of termination. Prior to any termination because of any illegal act involving personal gain to Employee or any misconduct involving an act of moral turpitude or illegality, Employee may request a hearing

before the Common Council at which Employee may be represented by counsel paid for by Employee, and present and cross-examine witnesses reasonably necessary to rebut allegations against him.

Section 7. COMPENSATION

A. The City shall pay Employee in full payment of Employee's service compensation at the annual rate \$130,000.00 for the Initial Term of this Agreement.

B. At the anniversary date of employment, the Chief of Police shall conduct a performance evaluation. Employee will receive a minimum 3% per annum salary increase upon the conclusion of each year of service during the term of this Agreement based upon performance evaluation by the Chief of Police and approval of the City Manager.

C. It is specifically understood by the City and Employee that Employee is exempt from overtime provisions of the Fair Labor Standards Act and comparable State Statutes. It is further specifically understood by the parties that no overtime compensation will accrue to Employee or be offered or paid to Employee.

Section 8. BENEFITS

A. The City shall provide Employee, Employee's spouse and dependents with health (medical, dental, vision) insurance coverage equivalent to the insurance package provided to regular City employees.

B. The City shall provide Employee with a term life insurance policy in an amount of \$50,000.

C. The City shall include Employee as a named insured on the City's public officials' liability policy.

D. The City shall provide Employee workers' compensation insurance coverage.

E. Use of a City vehicle twenty-fours a day.

F. Participation in the Employee Pers program administered by the State of Alaska.

Section 9. LEAVE

A. Employee shall accrue 30 days (240 hours) of paid annual leave per year on a prorated basis each pay period. At the time of termination of employment, Employee shall receive a cash payment, at his current annual compensation rate, for all accrued but unused annual leave.

B. Employee is entitled to 5 days (60 hours) of unpaid personal leave per year calculated on a pro rata basis each pay period. The personal leave hours may not be carried over from year to year. Unused personal leave has no cash value upon termination of employment.

C. Employee shall be entitled to five floating holidays and seven paid holidays.

Section 11. BUSINESS CONFERENCE TRAINING AND EDUCATION

A. The City shall either advance funds or reimburse Employee within thirty (30) days of receipt of billing for all reasonable employment related expenses within the approved budget, including, but not limited to, meals, travel, City-approved civic club memberships and participation costs and official functions hosted or attended by Employee for the benefit of the City.

B. The City shall provide Employee's individual membership dues in the Alaska Police Chiefs Association, dues to maintain certifications as an Alaskan certified police officer.

C. The City shall budget and pay for all costs related to the attendance at City Manager approved seminars and training events to continue the professional educational development of Employee.

Section 12. FACILITIES AND SUPPLIES

The City shall furnish Employee, at City's expense, with office facilities within the City suitable for performance of his duties as Deputy Police Chief. The City shall also provide, at the City's expense, such supplies, equipment, and material as may be required in the performance of such duties to include, but not be limited to, a personal computer for the Deputy Police Chief's office. Such facilities and supplies shall remain the personal property of the City upon termination of this Agreement.

Section 13. ANNUAL PERFORMANCE EVALUATIONS

The City Manager shall annually conduct and present a written performance evaluation of Employee's work.

Section 14. ENTIRE AGREEMENT

This instrument contains the entire Agreement of the parties. It may not be changed orally, but only by agreement in writing signed by all parties hereto. Wherever approval of the City is required, it is understood that such approval will be by the Common Council of the City of Nome, Alaska.

Section 15. CONTRACT APPROVAL

This Agreement was authorized by the Nome Common Council at a regular meeting on June 26, 2023. This Agreement shall become effective after signature by the Mayor, attesting countersignature by the City Clerk, and signing by Employee.

IN WITNESS WHEREOF, the parties have executed this Agreement, as of the dates indicated.

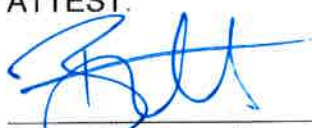
CITY OF NOME

DATE: 6/15/23

by: 
City Manager

DATE: 6/15/23

BY: 
Employee

ATTEST:

Bryant Hammond
City Clerk

DATE: June 15, 2023

Presented By:
City Manager

Action Taken:
Yes____
No____
Abstain____

CITY OF NOME, ALASKA

RESOLUTION NO. R-23-06-10

**A RESOLUTION AWARDING THE CONTRACT FOR THE FURNISHING OF
A LOADER BUCKET TO THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the City of Nome solicited proposals to furnish a loader bucket on May 12, 2023;
and

WHEREAS, one proposal was received before the deadline of June 15, 2023 at 3:00 PM; and,

WHEREAS, the lowest responsive proposal received was from Construction Machinery Industrial, LLC for \$38,000; and,

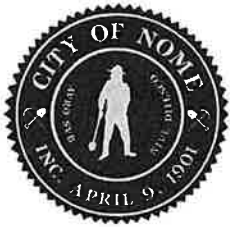
NOW, THEREFORE BE IT RESOLVED that the Nome Common Council awards to Construction Machinery Industrial, LLC the contract to furnish the Department of Public Works with a loader bucket.

APPROVED and **SIGNED** this 26th day of June, 2023.

JOHN K. HANDELAND, Mayor

ATTEST:

BRYANT HAMMOND, Clerk



BID FORM

Company: Construction Machinery Industrial Phone: 907-563-3822
Address: 5400 Homer Dr Fax: _____
Anchorage, AK 99518 Email: j.ahrenholz@cmiac.com

Description and Specifications Enclosed



BASE BID (Required)

- Loader bucket

\$ 38,000.⁰⁰

ADDITIVE ITEM (Optional)

- Delivery to Nome, AK (by 6/30/2023)

\$ _____

By signing below, you acknowledge that you have received and reviewed all RFP Documents, including the form of Agreement for Purchase and Sale of Goods, and if selected by the City agree to enter into the Agreement for Purchase and Sale of Goods on the basis of your proposal for the amount bid, including the additive item if bid and elected by the City.

Date: 6-7-2023

Title: Sales Rep

Name: Jay Ahrenholz

Signature: [Handwritten Signature]



PROPOSAL

5400 Homer Drive
 Anchorage, AK 99518
 Ph: (907) 563-3822 Fax: (907) 563-1381

Proposal #: Nome Esco Spade
 Page: 1 of 1
 Date: 6/6/2023
 Issued by: Jay Ahrenholz
 Cell #: 907-351-0191
 Email: jahrenholz@cmiak.com

To: City of Nome

Attention: Bryant

<p>We at Construction Machinery are pleased to quote the following equipment for your review:</p>	
<p>1 Esco 5.0 cu yd spade nose bucket</p> <p>1.5" semi spade base edge 3/8" AR400 mainsheet 3/8" AR400 outside cheek plates Spill guard Bolt on heel plates Bolt on reversible segments 8X Esco U35AP teeth 4X Esco WSW25X260 weld on wing shrouds</p> <p>Current lead time is 15 weeks</p> <p>Balderson coupler to fit Cat 966F loader</p>	
<p>Sales Price FOB Port of Tacoma.....</p> <p>Prices are valid for 30 days.</p> <p>Machine availability subject to prior sale or lease.</p> <p>Any applicable taxes not included.</p>	<p>\$38,000.00</p>
<p><small>WARRANTIES: Buyer acknowledges that it has examined the merchandise as fully as it desires and that the merchandise is of the size, design, type, and manufacture selected by Buyer. IF THE MERCHANDISE SOLD IS NEW, THE PARTIES AGREE THAT IMPLIED WARRANTIES OF SUCH MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS WELL AS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE MERCHANDISE SOLD. However, for new merchandise, Seller shall make available to Buyer, to the extent provided by the manufacturer of the merchandise, solely on behalf of the manufacturer, any warranty provided by the manufacturer, which shall be Buyer's sole and exclusive remedy. For used merchandise, Buyer is purchasing the merchandise AS AND WITH ALL FAULTS, unless Seller has explicitly written in this document that there is an express warranty for a limited period of time for the replacement of parts that Seller, in its sole judgment, determines to be defective. If seller has explicitly written such an express warranty in this document, the replacement of parts found to be defective during the warranty period shall be Buyer's sole and exclusive remedy. EXCEPT FOR SUCH AN EXPRESS WARRANTY THAT SELLER HAS EXPLICITLY WRITTEN IN THIS DOCUMENT, THERE IS NO WARRANTY OF ANY KIND FOR USED MERCHANDISE, EXPRESS OR IMPLIED AND IN PARTICULAR, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE MERCHANDISE SOLD. AS TO EITHER NEW OR USED MERCHANDISE SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FOR PERSONAL INJURY, DEATH, DAMAGE OR DESTRUCTION OF PROPERTY, LOST EARNINGS, LOST PROFITS, ECONOMIC LOSSES, OR OTHER INCIDENTAL OR CONSEQUENTIAL LOSSES.</small></p>	
<p>Construction Machinery Industrial, LLC</p> <p>By: Jay Ahrenholz</p> <p>Title: Equipment Sales/Rentals</p>	<p>Accepted by: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p style="text-align: right;">City of Nome</p>

ESCO® mining class wheel loader buckets

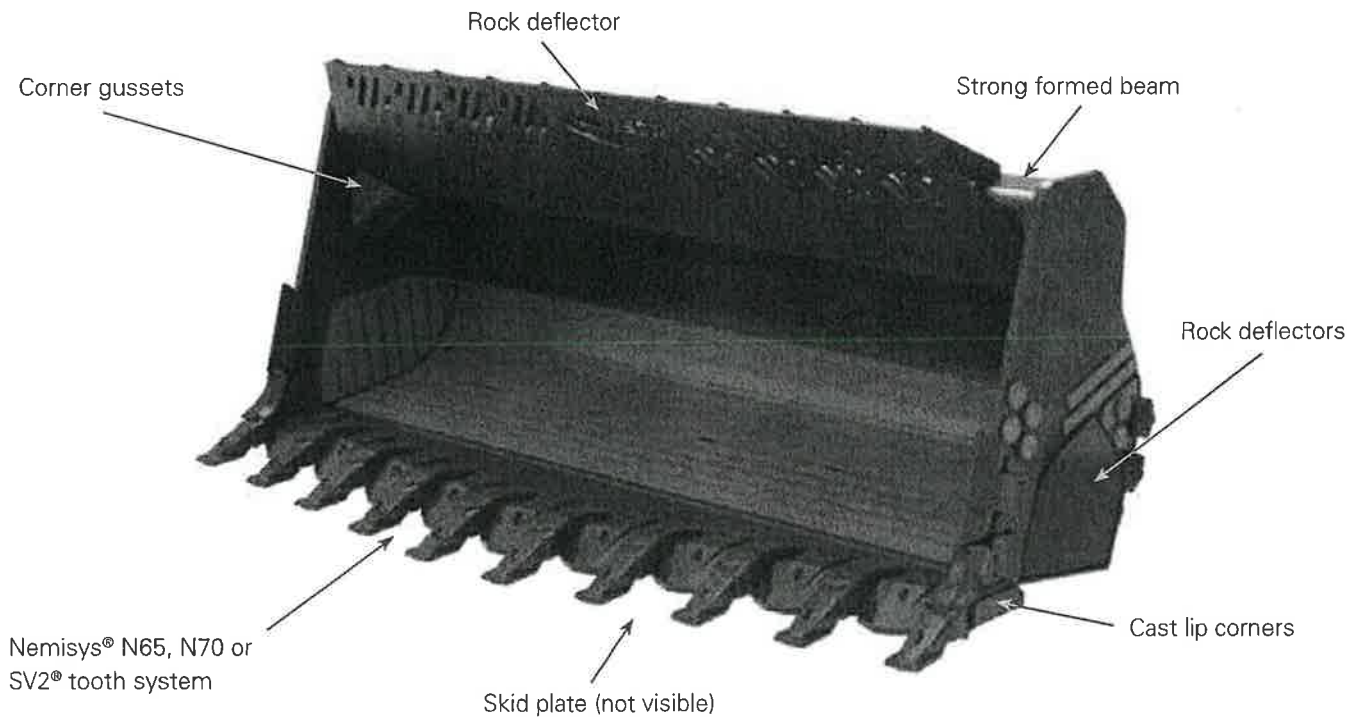
ESCO produces reliable, performance-driven wheel loader buckets built for the world's most demanding mine sites. ESCO buckets are compatible with most 5 m³ (6.5 yd³) class and larger loaders from CAT®, LeTourneau™, and Komatsu®.

Engineered to deliver payloads meeting site production requirements, buckets are available in extra heavy-duty (XHD), heavy-duty (HD) and general purpose (GP) duty classes. Plate lip system options include best-in-class Nemisys® N65 and N70 or SV2® tooth system.

Unsurpassed durability

- Lower maintenance cost over competitive designs
- Fewer and faster wear parts replacement
- Full wear protection options available
- Greater productivity
- Engineered to outlast
- Reduced stress points

ESCO wheel loader bucket standard features



Presented By:
City Clerk
Action Taken:
Yes ___
No ___
Abstain ___

CITY OF NOME, ALASKA

RESOLUTION NO. R-23-06-11

A RESOLUTION AUTHORIZING THE CITY MANAGER OR CITY CLERK TO ADMINISTRATIVELY FORGIVE SMALL AMOUNTS OF PENALTY AND INTEREST INCURRED BY SALES & BED TAX-REMITTING BUSINESSES AS A RESULT OF DIFFICULTIES TO USE THE LOCALGOV PLATFORM AFTER THE SEVERING OF THE QUINTILLION FIBER OPTIC CABLE

WHEREAS, the City of Nome adopted R-22-07-03 authorizing management to enter into an agreement with Azavar Solutions for the provision of online sales and bed tax collection; and,

WHEREAS, the City Clerk's Office has worked with the LocalGov staff at Azavar Solutions since January in implementing a cloud-based solution to simplify sales tax payments and reporting; and,

WHEREAS, on or about June 10, 2023 the fiber optic line providing the majority of Internet bandwidth to Western Alaska was severed, causing widespread Internet outages resulting in challenges to operating clou- based systems; and,

WHEREAS, City of Nome staff recommend authorization for the City Manager or the City Clerk to administratively forgive penalty & interest incurred as a direct result of the cable severing in amounts up to \$500 per account;

NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council hereby authorizes the City Manager or City Clerk to forgive small amounts of penalty and interest incurred as a direct result of the Quintillion cable severing incident.

APPROVED and **SIGNED** this 26th day of June, 2023.

JOHN K. HANDELAND, Mayor

ATTEST:

BRYANT HAMMOND, Clerk

TO: The Mayor and Common Council

FROM: Glenn Steckman

RE: City Manager's report

June 24,2023

3D Housing:

The City of Nome has secured a grant of \$600,000 for the 3D housing project. Unfortunately, this was less than the \$1,000,000 requested. However, this will allow one home to be constructed initially with more dollars being applied to construct a second house. I propose the first house be constructed on a lot the city owns that faces Warren Place and Fourth Ave.

FEMA:

FEMA officials were in the city this past week for the city municipal government claims related to Merbok. The meeting allowed FEMA officials to see first hand the property damage to city-owned property. The city requests for reimbursement include but are not limited to: the sea pump under the Visitor Center, the Mini-Convention Center and items damaged inside the Mini, the Garco building, dock damages at the port, East End Park, the land around the Visitor Center, storm debris along River Street, the road alongside the Post Office Annex, City Hall smoke damage, Cape Nome dock damage, first responder equipment damage related to the Bering Sea Restaurant.

This past Friday a general public meeting was also held on FEMA claims at the Mini.

Department of Health:

The regional rep for the Department of Health came to Nome and visit the local office and to see the city's acquisitions with the grant funds by them to the city. These funds purchased kitchen equipment for the Rec Center, the sweeper to keep the gym floor clean and the side by side for the Ambulance Department.

New funds that have been granted will replace the Refrigerator and Freezer at Rec Center. Additionally, a commercial micro-wave, forty tables and 300 chairs will be purchased for the Rec Center.

The Alaska Gold Power Plant:

Efforts to repair the cap for the Alaska Gold Power Plant will resume on July 10th after being disrupted by Typhoon Merbok. Stampede Construction will repair the cap under a contract with Donlin Gold, the current owners of the site.

Internet Down:

With the cut to fiber-optic cable of Quintillion, municipal operations have been crippled. While we can receive and send emails (at times), the service is very slow. City issued ATT cellphones have very limited service except for text messaging. Posting information to our website is near impossible. Our cloud-based services also are unreachable. There will be a resolution on your agenda Monday night to give the city clerk's office discretion in waving late charges

Paving:

Unfortunately, there will be no paving this year in Nome. Contractors have sent their asphalt making equipment out of Nome for the season.

Ice rink:

Northern Winter Sports Association will be demolishing and removing items from the current location in Nome to relocate to the Rec Center property. New/used dasher boards are to be purchased by the Association for installation at Rec Center by next winter. A fence or netting will also be installed on the side of the rink facing 5th Street to catch errant pucks from hitting cars and pedestrians.

Rec Center:

The fence installation for the children's field is scheduled to begin soon. Unfortunately, there has been little interest in team play as of this date.

The Swimming Pool:

As of July 10, the pool will be closed to public use to begin the repairs to repair piping, control systems while repairs are underway. The pool is expected to reopen on August 31.

XYZ Building:

The new fire alarm system has finally been installed in the XYZ Building after a year of supply chain issues.

Public Works:

With the arrival of the first barge, the DPW took delivery of two new vehicles. One vehicle was a panel van that will allow city personnel to arrive at the job site with the necessary tools and supplies to avoid having to run back and forth to the PW building.

Calcium Chloride for the dust suppression and the fencing for the children's ballfield also came in on the barge.

Masonic and Odd Fellows Vault:

If you have driven through the Belmont Point Cemetery, you may have noticed a shed like building to your left. This building actually has a name. It is named the Masonic and Odd Fellows vault and is on the platted road named Masonic Drive. In the early days of Nome, apparently the bodies of the deceased were stored in the vault until burial in the spring. The cost to repair and renovate the structure is estimated to be \$30,000.00.

Just an FYI, the cemetery was originally divided into sections for Odd Fellows, Masons, Catholics, Eagles, Pioneers, Moose and the Arctic Brotherhood. Some of these sections still have their old identity markers in place

Mortuary:

Twice in the past four years, the morgue has been full as the winter season ended. We may need to start planning and budgeting to add another refrigeration unit in the future to hold additional remains until they can be buried.

Governor Dunleavy:

The Governor came to Nome to sign a bill SB 98 related to the shifting the management of the funds in the PCE to the fund managers of the PFD.

Upcoming meetings:

August 1- National Night Out

August 7 – Public Safety Advisory Commission

August 8 – Planning Commission

City Manager
Glenn Steckman

Port Director
Joy Baker

Harbormaster
Lucas Stotts



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Nome Port Commission
Jim West, Jr., Chairman
Charlie Lean, Vice Chairman
Derek McLarty
Shane Smithhisler
Russell Rowe
Gay Sheffield
Drew McCann

**NOME PORT COMMISSION
MINUTES
REGULAR MEETING
MARCH 23th 2023 @ 5:30 PM
COUNCIL CHAMBERS CITY HALL**

The Regular Meeting of the Nome Port Commission was called to order at 5:36 pm by Chairman West at the City Hall Council Chambers.

ROLL CALL

Members Present: Smithhisler, Lean, West, McCann, McLarty

Absent: Rowe, Sheffield

Also Present: Joy Baker (virtual), Glenn Steckman

In the audience: Megan Gannon – Nome Nugget; Howard Farley; Greg Knight – KNOM;

APPROVAL OF AGENDA

Chairman West asked for a motion to approve the agenda.

Motion to approve made by Smithhisler, seconded by McCann
At the Roll Call:

Ayes: Lean; West; McCann; McLarty; Smithhisler

Nays:

Abstain:

The motion **CARRIED**.

Discussion: none

APPROVAL OF MINUTES

February 15nd, 2023 Motion made by Lean, seconded by McCann to approve minutes;

Discussion:

- None

At the Roll Call:

Ayes: West; McCann; McLarty; Smithhisler; Lean

Nays:

Abstain:

The motion **CARRIED**.

CITIZENS' COMMENTS

- Howard Farley

COMMUNICATIONS

- 23-03-13 AK Headlamp Graphite One Update
- 23-03-17 USACE Request for Additional Design Funds

Discussion:

- None

COMMISSIONER'S UPDATES

- None

HARBORMASTER'S REPORT

- Floating Docks – Spring Maintenance Project
- F23 Cruise Passenger Vessel (CPV) Funds \$6465 – Potential Projects
- 2020-2022 Facility Garbage Expense vs User Revenue (handout)

Discussion:

- PD Baker detailed maintenance for Floating Docks – 2 pieces of equipment that will be shared with the Public Works team – Sandblasting Machine and a Paint Stripper
 - One set of floats this spring, and other one next spring
- PD Baker stated the F23 Cruise Passenger Vessel (CPV) is part of the State funds, not what the City collects. The City gets \$5/head from the CPV funds for each passenger on vessels which call on Nome within the first 7 ports of call on their voyage.
- PD Baker stated the facility garbage expenses are being reconciled due to some incorrect billings, and once resolved, will be shared at an upcoming meeting.
 - Commissioner McCann asked if there was any wiggle room in the budget
 - PD Baker advised more info will be in the next meeting, but some is built in
 - Howard Farley stated Farley Marine assists with Garbage being brought in from Cruise ships.
 - PD Baker stated fees should be charged for use of the harbor dumpsters
 - PD Baker clarified the garbage dumpsters are included with the Docking Permits, but that does not include the commercial usage of said dumpsters.
 - Chairman West stated the garbage contractor should be separate from the utilities to ease disputes process.
 - PD Baker stated there are regulations the apply to garbage coming off foreign-flagged vessels. Farley agreed this is an important discussion prior to the season start.

PORT DIRECTOR'S REPORT

- 23-03-20 Port Director/Projects Status Report
 - 2022 ANC CPI-Urban (5-year average)
 - 2015-2023 Tariff Rate History Report
 - USDOT RAISE Grant Strategy – Ongoing Design Costs

Discussion:

- PD Baker stated things are progressing along with the Corps.
- City's Design elements are on track with the Corps, in providing LSF details.
- The Corps is planning to complete the causeway bridge repairs, but work is scheduled for 2024.
- Alaska Marine Excavation is on the last year of their 3-year contract – Corps will solicit in winter.
- Commissioner Lean inquired whether the match has been finalized at 90/10
 - PD Baker stated it has become law, but Corps HQ is moving slow to execute the change.
- Commissioner Lean shared the difference between Sea Ice and Freshwater Ice in terms of proceeding through the design steps.
- Commissioner McCann inquired about further delays with the construction/agreement

- PD Baker stated there can be no further significant delays based on high visibility
- PD Baker discussed the increase in tariff rates due to CPI Increase, shared in the packet, changes will be incorporated into the tariff, which will be labeled as #16.3 and distributed to the public.
- Commissioner McLarty stated increasing beyond the 6.18% CPI would make costs harder/impactful
 - Commissioner Lean and McLarty inquired on the specifics of the 5-year average of the CPI
- PD Baker stated the RAISE grant was submitted on 28 Feb 2023

OLD BUSINESS

- None

NEW BUSINESS

- USDOT PIDP Grant Strategy – Utilities Expansion Construction Funds
 - PD Baker stated intention to use SOA Funds which are eligible for match to Federal Funds \$11.25M for the Small Projects at Small Ports Program.
 - This would cover all the costs of utilities in Phase 1; adding to state funds as an additional and helpful source of funding.
 - There is little financial risk, due to the matching funds already being available.

Motion made by McLarty, seconded by McCann, to show support for the USDOT PIDP Grant Application

At the Roll Call:

Ayes: McCann; McLarty; Smithhisler; Lean; West

Nays:

Abstain:

The motion **CARRIED.**

Discussion:

- Chairman West inquired why the hesitation in decision of the Port Commission in regards to the USDOT PIDP Grant Strategy.
 - Commissioner Smithhisler inquired if no success with this Grant, what options will be left
 - PD Baker stated there are more options, not putting all eggs in one basket, this was the best first opportunity
 - PD Baker stated it is a good opportunity due to the matching benefit

CITIZENS' COMMENTS

- None

COMMISSIONER'S COMMENTS

- McCann – No Comment
- McLarty – No Comment
- Lean asked for emails not to be sent to his work email, as he is retired and does not check that email often. Office of Subsistence of Land Management is being absorbed by Bureau of Indian Affairs from Fish and Wildlife Service.
- Smithhisler – Should have mentioned for commissioner comments, a transportation committee meeting on Tuesday, Sitnasuak is contracting with Bristol to update the inventory, attempting to get the Port Facility into the inventory, progress is happening after two- or three-years of collaboration.
 - CM Steckman inquired if Nome Eskimo Community had hired an Executive Director yet.
 - Commissioner Smithhisler stated NEC filled the position to address various projects that have been in queue.
- West – Nice to see the guys out drilling and sampling as part of the Corps/Construction project; Hopefully they will be able to get their work complete as it is more expensive when they have to cease work before they are done, then remobilize.

- CM Steckman stated there is a Council Work Session on Monday, to get an update from Jay Sterne, our federal lobbyist, and will also include our state lobbyist Wendy Chamberlain, along with Senator Donny Olson and Representative Neal Foster.

ADJOURNMENT

Motion was made by for adjournment at 6:40 pm.

APPROVED and **SIGNED** this 18th day of May 2023.

ATTEST:


Joy Baker, Port Director


Jim West, Chairman
DEREK McLARTY