

Mayor
John K. Handeland
Manager
Glenn Steckman
Clerk
Bryant Hammond



Nome City Council
Jerald Brown
Doug Johnson
Mark Johnson
Adam Martinson
Jennifer Reader
Meghan Sigvanna Topkok

**NOME COMMON COUNCIL
REGULAR MEETING AGENDA
MONDAY, SEPTEMBER 14, 2020 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. August 24, 2020 City Council Regular Meeting Minutes,
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- B. September 3, 2020 City Council Special Meeting Minutes,
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COMMUNICATIONS

- A. Email of August 24, 2020 from Ben Rowe to Clerk Hammond re: Tax Bill Penalty Relief Request,
PAGE 10
- B. Letter of August 25, 2020 from Jean Poulin to Carrie M. McLain Memorial Museum re: Thank you,
PAGE 11
- C. Memo of September 11, 2020 from Clerk Hammond to Nome Common Council re: Supplemental Roll,
PAGE 14

CITIZEN'S COMMENTS

NEW BUSINESS

- A. R-20-09-02 A Resolution of the City of Nome, Alaska Providing for the Issuance of a Utility Revenue Anticipation Note of the City in the Aggregate Principal Amount of Not to Exceed \$3,800,000.00 to Finance the Purchase of Diesel Fuel for the Nome Joint Utility System and Authorizing the Sale of the Note by Negotiation,
PAGE 16
- B. R-20-09-03 A Resolution Awarding the Contract for the Furnishing of Crushed Aggregate for Road Surface Course to Board of Trade, Inc.,
PAGE 32
- C. R-20-09-04 A Resolution of the City of Nome Authorizing Additional Funding in the Amount of \$90,000 to Nome Public Schools to Cover Additional Costs and Materials Due to COVID-19,

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- [D.](#) R-20-09-05 A Resolution Expressing the City of Nome's Support for the Iditarod Trail Sled Dog Race,

PAGE 38**UTILITY MANAGER'S REPORT**

- A. Activity Report: August 25 - September 11, 2020,

VERBAL**CITY MANAGER'S REPORT**

- [A.](#) Activity Report: August 25 - September 11, 2020,

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- B. Briefing on Search and Rescue Efforts for Florence Okpealuk,

VERBAL

- [C.](#) CARES Act Update,

PAGE 42**CITIZEN'S COMMENTS****COUNCIL MEMBER'S COMMENTS****MAYOR'S COMMENTS AND REPORT**

- A. Activity Report: August 25 - September 11, 2020,

VERBAL

- B. Reappointment of Carol Piscoya to Public Safety Advisory Commission Seat "H",

VERBAL**EXECUTIVE SESSION**

Discussion of Property Acquisition the Immediate Knowledge of Which May Have an Adverse Impact on City Finances,

VERBAL**ADJOURNMENT**

Mayor
John K. Handeland

Manager
Glenn Steckman

Clerk
Bryant Hammond



**NOME CITY COUNCIL
REGULAR MEETING MINUTES**

**MONDAY, AUGUST 24, 2020 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

Nome City Council Item A.

Jerald Brown
Doug Johnson
Mark Johnson
Adam Martinson
Jennifer Reader
Meghan Sigvanna Topkok

The regular meeting of the Nome City Council was called to order at 7:00 PM by Mayor Handeland in Council Chambers located at 102 Division St in Nome Alaska.

ROLL CALL

Members Present: Jerald Brown; Doug Johnson (telephonic); Mark Johnson; Adam Martinson; Jennifer Reader; Meghan Topkok (telephonic); Molly Kenick (telephonic)

Members Absent:

Also Present: John K. Handeland, Mayor; Glenn Steckman, City Manager; Bryant Hammond, City Clerk; Ken Morton, Assistant Utility Manager; Joy Baker, Port Director (telephonic)

In the audience: Emily Hofstaedter (KNOM); Diana Haecker (Nome Nugget); Ken Hughes;

APPROVAL OF AGENDA

Mayor Handeland asked if there were any changes to the agenda.

A motion was made by C. Brown and seconded by C. M. Johnson to approve the agenda.

At the roll call:

Aye: D. Johnson; M. Johnson; Martinson; Reader; Topkok;
Brown

Nay:

Abstain:

The motion **CARRIED**.

COMMUNICATIONS

- A. Senate Congressional Record or June 24, 2020 re: Remembering Richard Beneville.
- B. Department of the Army Public Notice of July 31, 2020 re: IPOP Suction Dredge Gold Mining Project for Bonanza Channel.
- C. Thank You Card of August 14, 2020 re: Nome Animal House X-Ray Project.

D. Thank You Card From Nome Chamber of Commerce re: Sponser a Flag Program.

E. Letter of August 20, 2020 from AMCO to City of Nome re: Grass Station 49 Marijuana Retail Store License Approval.

CITIZEN'S COMMENTS

- 1) Ken Hughes thanked the City for efforts to mitigate dust and to get CARES Act funding into the community quickly. He requested the City allow businesses to pay sales tax online. He opined the travel form was an embarrassment to Nome and noted the properties being put up for sale were probably not worth assessed value. He finished by advocating for a short period over-the-counter provision for land disposal following the sealed bid process.

UNFINISHED BUSINESS

- F. R-20-08-01 A Resolution Awarding a Contract to Nome Machine Works for the Provision of Light Duty, Emergency, and Heavy Duty / Specialty Vehicle Repair and Maintenance,

A motion was made by C. M. Johnson and seconded by C. Brown to adopt R-20-08-01.

At the roll call:

Aye: Martinson; Reader; Topkok; Brown; D. Johnson; M. Johnson

Nay:

Abstain:

The motion **CARRIED**.

NEW BUSINESS

- G. O-20-08-01 An Ordinance Authorizing the Sale of Surplus Real Property Ownded by the City of Nome by Public Sealed Bid, **FIRST READING**.

A motion was made by C. M. Johnson and seconded by C. Brown to advance O-20-08-01 to second reading.

Discussion:

- Council Member Brown asked for the rationale behind disposing of these properties.
- Manager Steckman explained that interest was expressed.
- Council Member Mark Johnson suggested looking at over-the-counter sales again.

At the roll call:

Aye: Topkok; Brown; D. Johnson; M. Johnson; Martinson; Reader

Nay:
Abstain:

The motion **CARRIED**.

- H. R-20-08-04 A Resolution Approving the Hiring and Employment of Scott Weaver for the Position of Investigator in the Nome Police Department.

A motion was made by C. M. Johnson and seconded by C. Brown to adopt R-20-08-04.

Discussion:

- Manager Steckman explained Mr. Weaver was well qualified and that the provisions presented in the resolution were necessary to attract Mr. Weaver to Nome.

At the roll call:

Aye: D. Johnson; M. Johnson; Martinson; Reader; Topkok;
Brown

Nay:
Abstain:

The motion **CARRIED**.

- I. R-20-08-05 A Resolution Approving the Hiring and Employment of an Additional Communications Officer in the Nome Police Department.

A motion was made by C. Brown and seconded by C. M. Johnson to adopt R-20-08-05.

Discussion:

- Manager Steckman explained the need to decrease overtime among dispatchers, that the position would be covered by CARES Act funding for the time being, but would most likely be a permanent position.

At the roll call:

Aye: Martinson; Reader; Topkok; Brown; D. Johnson; M.
Johnson

Nay:
Abstain:

The motion **CARRIED**.

UTILITY MANAGER'S REPORT

- J. Activity Report August 11 - 21, 2020.
- Assistant Manager Morton presented his report.

CITY MANAGER'S REPORT

- K. Activity Report August 11 - 21, 2020.
 - Manager Steckman presented his report.
- L. Memo of August 19, 2020 from Acting Finance Director Crowe to Manager Steckman re: F20 Draft Revenue and Expense for General Fund & Port Operating.
- M. Memo of August 19, 2020 from Acting Finance Director Crowe to Manager Steckman re: July 2020 - Purchases over \$10,000.
- N. June 18, 2020 Nome Port Commission Regular Meeting Minutes.

CITIZEN'S COMMENTS

- 1) Ken Hughes read aloud the URL for the IPOP proposal to the Corps of Engineers to mine the Bonanza Channel. He encouraged participation in the Census and announced his candidacy for Mayor.

COUNCIL MEMBER'S COMMENTS

- 1) Council Member Reader described her experience coming into Nome and filing sales tax. She requested City Lobbyist Chamberlain advocate for the continuation of bypass mail.
- 2) Council Member Topkok noted appreciation for hyperlinked agenda items in the packet but missed the colorful covers.
- 3) Council Member Brown noted that \$379,059 of the \$650,000 in CARES Act funding allocated to business relief had been committed or applied for.
- 4) Council Member Doug Johnson – no comments.
- 5) Council Member Mark Johnson noted that bypass mail comes to the chopping block often and that the AK codelegation strongly supports the programs continuation.
- 6) Council Member Martinson – no comments.
- 7) Youth Representative Kenick – no comments.

MAYOR'S COMMENTS AND REPORT

- Activity Report August 11 - 21, 2020.
- Mayor Handeland presented his report.

ADJOURNMENT

Hearing no objections, the Nome Common Council
adjourned at 8:38 PM.

APPROVED and **SIGNED** this 14th day of September, 2020.

JOHN K. HANDELAND
Mayor

ATTEST:

BRYANT HAMMOND
City Clerk

**MINUTES
NOME CITY COUNCIL
SPECIAL MEETING
SEPTEMBER 3, 2020**

The special meeting of the Nome City Council was called to order at 12:00 PM by Mayor Handeland in Council Chambers located at 102 Division St in Nome Alaska.

ROLL CALL

Members Present: Jerald Brown; Doug Johnson (telephonic); Mark Johnson; Jennifer Reader; Meghan Topkok (telephonic)

Members Absent: Adam Martinson (excused); Molly Kenick (excused)

Also Present: John Handeland, Mayor; Glenn Steckman, City Manager; Bryant Hammond, City Clerk

In the audience:

APPROVAL OF AGENDA

Mayor Handeland asked if there were changes to the agenda.

A motion was made by C. Reader and seconded by C. M. Johnson to approve the agenda.

At the roll call:

Aye: D. Johnson; M. Johnson; Reader; Topkok; Brown

Nay:

Abstain:

The motion, **CARRIED**.

CITIZENS' COMMENTS

None given

NEW BUSINESS

A. R-20-09-01 A Resolution Awarding the Port of Nome Inner Harbor Analytical Sampling of Dredge Sediment to Kinnetic Laboratories, Inc.

A motion was made by C. Reader and seconded by C. Brown to adopt R-20-09-01.

Discussion:

- Council Member Brown asked where the money was coming from.
- Port Director Baker explained that the project was being funded through a grant that was previously approved by the Council.

At the roll call:

Aye: M. Johnson; Reader; Topkok; Brown; D. Johnson

Nay:

Abstain:

The motion **CARRIED**.

ADJOURNMENT

Without objection, the Nome Common Council
adjourned at 12:05 PM

APPROVED and **SIGNED** this 14th day of September, 2020.

JOHN K. HANDELAND
Mayor

ATTEST:

BRYANT HAMMOND
City Clerk

From: [benr](#)
To: [Bryant Hammond](#)
Subject: Tax Bill Penalty Relief Request
Date: Monday, August 24, 2020 12:18:41 PM

Mr. Hammond,

Thank you for taking the time to speak to me today. I am writing to request relief from a tax bill penalty payment of 8% on Tax lot 198.2.520. Allow me to briefly explain my situation.

I was out of town traveling internationally for work between June 8, 2020 and July 31, 2020. During that time a tax bill arrived in my post office box for payment. On Aug 3, 2020, I sorted through my mail, found the tax bill, which was already past due by 4 days. My quarantine required me to avoid public places for 14 days. I therefore scheduled a check through Wells Fargo bill pay on Aug 3, and it was scheduled to arrive in the City of Nome post office box on Aug 10, 2020. The second half payment is already scheduled for delivery on Oct 22, 2020.

I am requesting relief from the penalty payment billed to me on Aug 14, 2020 in the amount of \$188.14. I feel the amount is unreasonable for a bill that was paid as soon as I received my mail and ultimately arrived 10 days late. Had I received the bill electronically it would have been paid immediately. The second half payment is scheduled to arrive to your office well prior to the due date.

Thanks for your time and consideration in this matter. I understand your hands may be tied to make adjustments in this case, and that we do have to set limits to abide by. Please let me know the decision either way, so that I may bring my account immediately back into good standing with the City.

Best regards,
Ben

Ben Rowe
PO Box 754
Nome, AK 99762
907-350-8096

I am overdue for Thanking you for the good time we all had in Nore last fall. We all had a grand time. you made us feel very welcome. We enjoyed your museum and seeing the town and country side. We all agree it was a terrific experience.

I meant to send a note with the book. I didn't think of it as a gift, just passing along old stuff. You must have lots of pictures. Did you ever visit there?

I would love to see Nore in the summer. It must be quite different from our "fall" weather experience.

I feel very good knowing the artifacts are with you and will have good care.

Thank You
Jean P.

Letter from museum donor Jean Poulin, granddaughter of Tom and Ellen Lopp, to the Carrie M. McLain Memorial Museum, August 25, 2020



CALM—Two cruiseships, *The World*, left, and the *Roald Amundsen*, docked, a gold dredge rig and a gravel barge enjoy the calm before the forecasted storm. Photo by Diana Haecker

The Nome Nugget[®]

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VOLUME CXIX NO. 37 September 12, 2019

Council approves mayor's slate of public safety commissioners

By Sandra L. Medearis

Nome's new Public Safety Commission, an advisory panel to the Council, reached a milestone Monday night after a year of planning. Mayor Richard Beneville submitted a list of commission appointments to the Nome Common Council for their approval. The length of the appointments are staggered to avoid all seats expiring at the same time. The Council, without comment, approved the following

list: Lisa Ellanna, (John) Justin Noffske, Ivory Okleasik—three year terms; Janna Hoggan, Andy Miller Jr., Tracy McGarry—two year terms; and for one-year terms, Carol Piscoya, Irvin Barnes and Maureen Koezuna.

"While the application, solicitation, background check requirement and selection process did take some time, this body will serve a valuable function in our community, and it was important to be deliberative and

inclusive in determining the composition," Beneville's memo to the Council said at the bottom of the page.

The idea of a commission, which ostensibly would be an advisory group on public safety issues, but in reality would focus on Nome Police Dept. procedures and policies, came up last summer with complaints from the public that the department was not responding to Alaska Native victim reports of domestic violence

and sex crimes.

The commission would be meeting soon, to get underway, according to John K. Handeland, interim city manager.

In other news, the efforts made by the City to purchase "Block 20 of the Airport" from the Alaska Dept. of Transportation and Public Facilities for at least 15 years when the land became available at last. The Council at its regular meeting Sept. 9 unanimously adopted an ordinance allowing Nome Joint Utility System to pay \$200,000 from its FY-2019 budget for the 2.12 acres adjacent to Port Road. NJUS has plans for the future construction of utility maintenance response equipment storage and a new office facility.

With election season coming up, the Council unanimously passed a

resolution naming the following citizens as qualified electors: Jill Nederhood, chairwoman and judge; James Ferguson, inspector and judge; Carol Gales, judge; and Debbie Scott, James Dory and Erin Lillie, clerks.

The Council in the action set the pay for the election personnel at \$11 per hour for judges and \$10.50 per hour for clerks. This rate is one dollar higher than the State of Alaska's rate of pay.

City and utility staff participated in mandatory training this week on sexual harassment and building a civilized work place, with training spread over several sessions to allow all employees to participate.

The city manager's report con-

continued on page 4



Photo by James Mason

DONATION TO THE MUSEUM— Descendants of Tom and Ellen Lopp donated a trove of artifacts that were collected by the Lopps while in Wales around the turn of the 19th century. They posed before much of the collection for a group photo Saturday at the Carrie M. McLain Memorial Museum. See story on page 8.

Nomeites show little appetite to run for municipal office

By Diana Haecker

With the annual city elections coming up on October 1, Tuesday, Sept. 10 marked the deadline to file for candidacy and the lack of interest in civic engagement spoke loud in clear as only one city office up for election produced a challenger.

The lone race to watch in this round of municipal elections is the race for the two-year Mayor of Nome office. Incumbent Richard Beneville filed his candidacy as did challenger Keith Morrison.

Council seats E and F, held by Jerald Brown and Mark Johnson, respectively, went unchallenged with the incumbents filing for re-election. Both seats hold three-year terms.

Schoolboard seats A and E, held by Darlene Trigg and Barbara Josephine Amarok, respectively, also see no challenger, with incumbents running to continue to serve on the school board. Both seats are for three-year terms.

Nome Joint Utilities board sees incumbent of Seat A, Patrik Knodel, running for re-election, unchallenged. Utility board seat D, currently held by Chuck Wheeler, most likely will be filled by write-ins as Wheeler didn't seek re-election and nobody else filed candidacy for the seat.

The elections take place on October 1 at Old St. Joe's Hall at Anvil City Square.

NOAA researchers visit Nome and Shishmaref

By Diana Haecker

As the National Weather Service warned of an impending fall storm to pummel western Alaska including Nome and Norton Sound communities on Wednesday, two high-level NOAA researchers made landfall here to hear the public's first hand experience of climate change in a roundtable meeting held at the Mini

Convention Center on Tuesday morning.

Town was bursting at its seams with visitors from the luxury cruise ships *The World* and the *Roald Amundsen* touring Nome, a delegation of the Inuit Circumpolar Council holding a closed Food Security Workshop at the Covenant Church and the ABC board meeting at the Aurora Hotel.

The officials from NOAA were Ko Barrett, one of the three vice chairs of the Intergovernmental Panel on Climate Change, or IPCC for short, and Renee Crain, acting director of NOAA's Arctic Research Program.

The IPCC gathers and assesses scientific, technical and socio-economic information from around the world to better understand climate change. It regularly produces reports to provide governments at all levels with scientific information that they can use to develop climate policies.

Barrett said in her introduction that the IPCC plans to release a special report in two weeks that focuses on the oceans and cryosphere in a changing climate. Barrett said she cannot reveal the findings of the report, but those in the room knew from first hand experience that the loss of sea ice has caused dramatic changes in the Bering Sea that impact people's lives here. And that is what Barrett and Crain wanted to hear: What are the ramifications of climate change in your life?

Ukallaysaq Okleasik took to the microphone and spoke of the casualties of climate change. His father Frank Okleasik, a lifelong subsistence hunter and fisher, died when he came upon unstable ice while trout fishing at a spot he had used for years. And he is not the only casualty to unpredictable ice. Earlier this year, a whole family from Kiana perished

continued on page 4



Photo by Diana Haecker

CLIMATE ROUNDTABLE— Ko Barrett, vice chair with the Intergovernmental Panel on Climate Change, addresses a thin crowd at the Tuesday roundtable meeting on the effects of climate change, in Nome.

On the Web:

www.nomenugget.net





THE COLLECTION (top)– Family members and Dr. Amy Chan from the museum talk about various pieces included in the collection donated by the descendants of Tom and Ellen Lopp.

TOM LOPP (left)– Teacher and missionary Tom Lopp and his wife Ellen were stationed in Wales from 1892 to 1902.

A treasured collection comes to Nome’s museum

By James Mason

Tom and Ellen Lopp spent ten years in Wales, from 1892 to 1902, as teachers and missionaries and during that time they acquired a large number of carvings, household items and other bits and pieces of local life. They cherished their collection enough that after moving to Seattle, where they spent the remainder of their lives, they kept the things together and shared them with their children. “They thought that it spoke of their time in Wales,” said Carrie M. McLain Memorial Museum director Dr. Amy Chan.

The descendants of Tom and Ellen Lopp recently decided to donate the entire collection to the museum and a dozen of them came to Nome with the artifacts last week and met with museum staff. “There are over 200

items that are being donated by three descendants of the Lopp family,” said Dr. Chan. “They’re all first cousins, two sisters and then Anne, the third one. The collection is comprised of a diversity of material, cultural items primarily from Wales, but from the surrounding communities as well. The collection is unique because it was assembled right at the turn of the 20th century. The Lopps were here from 1892 to 1902. You see this transition from a reliance on traditional tools and hunting implements to a transition incorporating more modern materials, manufactured items.”

Along with the actual objects comes a very large body of written documentation of the Lopps’ life in Wales and other parts of Northwest Alaska. Ellen Lopp wrote a letter

each day. During the winter none of the letters would be posted until the revenue cutter Bear arrived after break-up. But her well-written tales of the life in Wales add much to the material objects. Also there are two books about the Lopps, both thoroughly researched and documented. One is “In A Far Country” by John Taliaferro. It tells the tale of Lopp and a group of Native reindeer herders driving four hundred reindeer from the area around Wales to Barrow to save several hundred whalers whose ships were trapped in the ice. Another book is “Ice Window: Letters from a Bering Strait Village 1898-1902” by Kathleen Lopp-Smith.

“In the museum world it is the ideal situation,” said Dr. Chan. “There is written documentation to support these objects. We know the specific village they came from, Wales. And we have that time frame, 1890 to 1892. We have all their written letters, their photographs, diaries. All of that helps to contextualize the collection and enrich it. And it helps the museum share information about the collection, which is wonderful.”

“Our goals for the collection in-

clude connecting the objects with the community. What we’d like to see is a collaborative project with the community of Wales, working with ivory carvers from Wales, reindeer herders who are still there, crafting a project working with the community or with the school to develop something that can be of benefit to the community members. So even if the objects are here in Nome we can do a visual repatriation, a visual repatriation, back to the community. And bring some of the community members in because of our close proximity. There are a lot of possibilities with the collection and we’re super excited to be working on these different projects,” she said.

Tom Lopp, born and raised in the Midwest, traveled to Wales to teach at a mission school in 1890. Two years later Ellen Louise Kittredge journeyed to Wales for the same reason. The two fell in love and were married, eventually having nine children together. The Lopps learned the Inupiaq language and taught English to their students. Mr. Lopp was concerned about food sources the Natives depended on becoming scarce with hunting pressure from the white

newcomers to the region. He advocated introducing reindeer herding and collaborated with Sheldon Jackson in bringing the “tame caribou” to Alaska. In 1893 Lopp was named superintendent of the newly created reindeer station at Port Clarence.

After returning to the Lower 48 in 1892 he became Superintendent of government schools, Native section, and also of reindeer for the northern district of Alaska. From 1910 to 1923 he was Chief of the Alaska division of the U.S. Bureau of Education. And from 1923 to 1925 he was Superintendent of Education of Natives of Alaska.

How was it the descendants of the Lopps decided to donate the collection to the Nome Museum? “All we have are these little parts and pieces and to try and divvy it up among our children breaks it down too much,” said Margie Anderson, one of the granddaughters of the Lopps. “The next generation wouldn’t even know what it’s all about. We all decided together that we’d like to give it to one place where everyone can enjoy it.”



DAILY OBJECTS – Among the artifacts donated to the Carrie M. McLain Memorial Museum by the descendants of Tom and Ellen Lopp are familiar every day items used back then and today also.



EXAMINING – The family members and Nome’s Charlie Lean examine and identify objects included in the gift to the museum.

PUBLIC NOTICE OF IDENTITY OF CANDIDATES

The following people have filed for elected office to be determined at the October 1, 2019 City of Nome Municipal Election:

Mayor

Two (2) Year Term
Richard Beneville
Keith Morrison

Common Council Seat “E”

Three (3) Year Term
Jerald Brown

Common Council Seat “F”

Three (3) Year Term
Mark A. Johnson

Utility Board Seat “A”

Two (2) Year Term
Patrick Knodel

Utility Board Seat “D”

Three (3) Year Term

School Board Seat “A”

Three (3) Year Term
Darlene Trigg

School Board Seat “E”

Three (3) Year Term
Barbara J. Amarok

Any person with information intending to establish that a municipal candidate may be ineligible to fill that office may challenge the eligibility of the candidate. A challenge may be submitted at any time preceding the date and time of the Municipal Election and must be submitted to the City Clerk at City Hall (located at 102 Division Street, Nome, Alaska).



CITY OF NOME

CITY CLERK'S OFFICE

MEMORANDUM

DATE: September 11, 2020

TO: Mayor Handeland and Nome Common Council

FROM: Bryant Hammond, Clerk

SUBJECT: Supplemental Assessment Roll

Over the past year, the City Clerk's Office has been transitioning from paper record property cards to digital records as part of the shift to making assessment via a computer aided mass assessment (CAMA) system. In doing so, values on some properties did not transfer correctly into our accounting software, Caselle, which we use to generate tax bills. Generally, there are two classes of property where the values did not attach correctly: properties whose taxable land value is assessed via a possessory interest calculation and properties consisting of two or more legal lots where the improvements (structures) value did not upload correctly.

Below is a list of property by tax ID and the impact to the tax roll value:

Parcel ID	Taxroll Value Impact	Revenue Impact
001.201.01-09	-\$1,018,500	-\$13,240.50
198.2.286B	-\$133,400	-\$1,734.20
198.2.286D	-\$50,900	-\$661.70
AIRPORT.04	-\$116,500	-\$1,514.50
AIRPORT.15	-\$99,200	-\$1,289.60
AIRPORT.06	-\$68,200	-\$886.60
AIRPORT.01	-\$67,200	-\$873.60

001.471.01A	-\$64,700	-\$841.10
AIRPORT.09	-\$62,100	-\$807.30
AIRPORT.17	-\$29,200	-\$379.60
AIRPORT.19	-\$24,700	-\$321.10
AIRPORT.12	-\$13,300	-\$172.90
AIRPORT.11	-\$13,100	-\$170.30
AIRPORT.10	-\$11,400	-\$148.20
001.231.43	-\$8,400	-\$109.20
AIRPORT.14	-\$1,500	-\$19.50
AIRPORT.21	-\$800	-\$10.40
AIRPORT.02	-\$600	-\$7.80
AIRPORT.03	-\$500	-\$6.50
001.232.12A	\$2,000	\$26.00
001.011.04A	\$3,000	\$39.00
001.152.02D	\$8,400	\$109.20
001.051.01C	\$10,000	\$130.00
001.132.13E	\$14,200	\$184.60
001.132.21	\$45,300	\$588.90
001.131.16A	\$58,900	\$765.70
001.132.19	\$100,600	\$1,307.80
001.201.01-09A	\$173,300	\$2,252.90
001.151.19A	\$192,100	\$2,497.30

The total impact to revenue for 2020 is \$-15,293.20.

The Clerk's Office will be issuing a supplemental tax toll correcting these values. Property owners who are impacted by the supplemental roll will have 30 days to appeal, as with the first notice of assessments. Appeals will go the assessor first; ideally we will not have to call another Board of Equalization meeting, but will cross that bridge when we come to it.

CITY OF NOME, ALASKA

RESOLUTION NO. R-20-09-02

A RESOLUTION OF THE CITY OF NOME, ALASKA PROVIDING FOR THE ISSUANCE OF A UTILITY REVENUE ANTICIPATION NOTE OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,800,000.00 TO FINANCE THE PURCHASE OF DIESEL FUEL FOR THE NOME JOINT UTILITY SYSTEM AND AUTHORIZING THE SALE OF THE NOTE BY NEGOTIATION.

WHEREAS, the City of Nome (the “City”), a first class city organized under the statutes of the State of Alaska, now owns and operates the Nome Joint Utility System (the “Utility”) as a separate utility under Title 15 of its Code of Ordinances; and

WHEREAS, it is deemed necessary and in the best interest of the City that a utility revenue anticipation note of the City now be authorized to be sold and the funds derived therefrom be used to purchase diesel fuel for electric power generation (the “Fuel Purchases”); and

WHEREAS, the Constitution and statutes of the State of Alaska permit the City to issue revenue anticipation notes payable from the revenues of the Utility without ratification by an election; and

WHEREAS, the City anticipates that the Utility will receive sufficient revenues to pay the Note when due; and

NOW THEREFORE, BE IT RESOLVED:

1. Definitions. In addition to the terms that are defined in the recitals above, the following terms shall have the following meanings in this Resolution:

1.1 “Authorized Denominations” means \$250,000 or any greater amount in multiples of \$5,000, or if the principal amount is at any time less than \$250,000, the principal amount of the outstanding Note.

1.2 “Bond Counsel” means Birch Horton Bittner & Cherot or any other law firm appointed by the City, having a national reputation in the field of municipal finance whose opinions are generally accepted by purchasers of municipal bonds.

1.3 “City” means the City of Nome, a municipal corporation of the State of Alaska, organized as a first class city under Title 29 of the Alaska Statutes.

1.4 “Code” means the Internal Revenue Code of 1986, as amended from time to time, together with all regulations applicable thereto.

1.5 “Council” means the Council of the City of Nome, as the general legislative authority of the City, as the same shall be duly and regularly constituted from time to time.

1.6 “Default Rate” means the interest rate per annum equal to the sum of three percent (3.00%) plus the greatest of (i) the Prime Rate plus one percent (1.00%), (ii) the Federal Funds Rate plus two percent (2.00%), or (iii) seven percent (7.00%).

1.7 “Determination of Taxability” means (a) the occurrence of any action that, in the judgment of the City, in reliance on the advice of Bond Counsel, will adversely affect the tax-exempt status of the Note, (b) the failure to take any action that, in the judgment of the City, in reliance on the advice of Bond Counsel, is necessary to preserve the exemption from income taxation of interest on the Note, (c) a final judgment or order of a court of competent jurisdiction, or a final ruling or decision of the Internal Revenue Service, in any such case to the effect that the interest on the Note is includable for Federal income tax purposes in the gross income of the recipients thereof, or (d) the enactment of Federal legislation that would cause the interest on the Note to be includable for Federal income tax purposes in the gross income of the recipients thereof. A judgment or order of a court of competent jurisdiction or a ruling or decision of the Internal Revenue Service shall be considered final only if no appeal or action for judicial review has been filed (and is pending) and the time for filing such right of appeal or action has expired.

1.8 “Federal Funds Rate” means, for any period, a fluctuating interest rate per annum equal for each day during such period to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published for such day (or, if such day is not a Business Day, for the immediately preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Registered Owner from three (3) Federal Funds brokers of recognized standing selected by the Registered Owner. If the Federal Funds Rate determined as provided above would be less than fifty hundredths of a percent (0.50%), then the Federal Funds Rate shall be deemed to be fifty hundredths of a percent (0.50%).

1.9 “Material Adverse Effect” means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business or operations of the City, (b) the ability of the City to carry out its business as of the date of the issuance of the Note or as proposed to be conducted or to meet or perform its obligations under this Resolution or any of the Note Documents on a timely basis, (c) the validity or enforceability of this Resolution or any other Note Documents, or (d) the rights or remedies of the Registered Owner under this Resolution or any other Note Documents.

1.10 “Note” means the “Utility Revenue Anticipation Note, 2020” of the City of Nome, the issuance and sale of which are authorized herein.

1.11 “Note Documents” mean and include, without limitation, the Note, this Resolution and all other documents relating to the Note.

1.12 “Note Register” means the registration books maintained by the Registrar as Note registrar, which include the names and addresses of the owners or nominees of the owners of the Note.

1.13 “Operating Expenses” means the current expenses incurred for operation, maintenance or repair of the System of a non-capital nature, and shall include, without limiting the generality of the foregoing, payments required by any power purchase agreements, source of supply expenses, fuel expenses, production, transmission and distribution expenses, customer accounts expenses, administrative and general expenses, insurance premiums, lease rentals, legal and engineering expenses, payments to pension, retirement, group life insurance, health and hospitalization funds or other employee benefit funds which are properly chargeable to current operations, interest on customers’ deposits, payroll tax expenses, and any other expenses required to be paid under the provisions of this Resolution or by law or permitted by standard practices for public utility systems similar to the properties and business of the System (adjusted to reflect public ownership) and applicable in the circumstances. Operating Expenses shall not include any allowances for depreciation or amortization or any principal, redemption price or purchase price of, or interest on, any obligations of the City incurred in connection with and payable from Revenues, except that operating expenses shall include equal monthly payments required for repayment of principal and interest on borrowings to provide for the bulk purchase of diesel fuel for the operation of the System’s electric generators.

1.14 “Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership or other entity.

1.15 “Prepayment Fee” means, the Make Whole Amount. For purposes herein, “Make Whole Amount” means an amount equal to the greater of (a) the Current Value of (i) the interest that would have accrued on the principal amount prepaid at the Cost of Funds Rate, minus (ii) the interest that could accrue on the principal amount prepaid at the Prepayment Swap Rate, in each case, interest will be calculated from the applicable prepayment date to the Maturity Date, and (b) zero (0); “Current Value” means the net present value of the dollar amount of the interest to be earned, discounted at the Prepayment Swap Rate; “Cost of Funds Rate” means the Swap Rate as of the second (2nd) Business Day prior to the Reference Date, for a term, as determined by Registered Owner, comparable to the Original Term; “Original Term” means the term of the Note as of the Reference Date; “Prepayment Term” means remaining term of the Note as of the date of prepayment; “Reference Date” means, the Closing Date with respect to the Note; and “Prepayment Swap Rate” means the Swap Rate as of the second (2nd) Business Day prior to date of prepayment, for a term, as determined by the Registered Owner, comparable to the Prepayment Term.

1.16 “Prime Rate” means, for any day, the rate of interest per annum announced from time to time by the Registered Owner in its sole discretion as its prime rate. The Prime Rate shall change on the day on which such a change is announced by the Registered Owner. The Prime Rate is not necessarily announced to the public or the lowest rate charged to any corporate customer by the Registered Owner.

1.17 “Registered Owner” means the person named as the registered owner of the Note in the Note Register.

1.18 “Registrar” means the City Treasurer, or any successor that the City may appoint by resolution.

1.19 “Resolution” means this Resolution No. R-20-09-02 of the City.

1.20 “Revenues” means all rates and charges and other income, in each case derived by or for the account of the City from the ownership, leasing or operation of the System except interest received and profits derived from the investment of moneys other than moneys in the Utility Revenue Fund. For purposes of this Resolution, Revenues shall not include allowances for funds used during construction and shall also exclude piped water, wastewater, sanitation and solid waste revenues.

1.21 “Swap Rate” means the daily ICE Swap Rate (or if such rate is unavailable, another daily rate for interest rate swaps as determined by the Registered Owner from another recognized source or interbank quotation) for the stated term, as of the date of determination, using commercially available published swap rates as determined by the Registered Owner in good faith.

1.22 “System” means the existing electric, sewer and water utility system of the City as the same may be added to, improved and extended for as long the Note is outstanding.

1.23 “Utility Revenue Fund” means the special fund of that name created by Ordinance No. O-88-8-2, as amended.

2. Authorization of Note and Purpose of Issuance. For the purpose of providing part of the funds necessary for the Fuel Purchases, and to pay all costs incidental thereto and to the issuance of the Note, the City shall issue the Note in a principal amount equal to the aggregate amount of the advances that the Registered Owner makes to the City for Fuel Purchases, but not to exceed \$3,800,000.00.

3. Obligation of Note. The Note shall be an obligation only of the Utility Revenue Fund and shall be payable and secured as provided herein. Neither the faith and credit nor the taxing power of the City is pledged for the payment of the Note.

4. Description of Note. The Note shall be designated “City of Nome Utility Revenue Anticipation Note, 2020”, shall be issued in fully registered form, and shall be numbered in the manner and with such additional designation as the Registrar deems necessary for purposes of identification. The Note shall be dated as of its delivery date and shall bear interest at a rate which shall not exceed one and seventy-five hundredths percent (1.75%) per annum as approved by the City Manager and/or City Utility Manager pursuant to Section 18 of this Resolution. Interest on the Note shall be computed on the basis of a 360-day year for the actual number of days elapsed.

The Note shall be payable in an installment of principal plus accrued interest due on October 26, 2020, and thereafter in nine (9) equal monthly installments of principal and interest, commencing on November 26, 2020, and on the same day of each month thereafter until July 26, 2021 (each, an “interest payment date”), when the remaining principal balance of the Note, plus accrued interest, shall be due and payable.

Upon the occurrence of a Determination of Taxability, the interest rate on the Note shall automatically adjust to a rate equal to the product of the (i) original interest rate on the Note and (ii) one divided by one minus the prevailing maximum federal corporate tax rate. The City also shall pay any other expense incurred by the Registered Owner as a result of the Determination of Taxability.

5. Optional Redemption. The Note shall be subject to optional redemption in whole or in part on any interest payment date, at a redemption price equal to the principal amount of the Note to be redeemed, plus accrued interest to the date of redemption and plus a Prepayment Fee.

6. Notice of Redemption. Notice of any intended redemption of the Note shall be given not less than 10 nor more than 45 days prior to the date fixed for redemption by first class mail to the Registered Owner of the Note at its address as it appears on the Note Register on the day the notice is mailed. The requirements of this section shall be deemed to be complied with when notice is mailed as herein provided, whether or not it is actually received by the Registered Owner. All official notices of redemption shall be dated and shall state the redemption date and the redemption price.

7. Form of Note. Each Note shall be in substantially the following form, with such variations, omissions and insertions as may be required or permitted by this Resolution:

UNITED STATES OF AMERICA
STATE OF ALASKA
CITY OF NOME

TRANSFER RESTRICTED

THIS NOTE MAY NOT BE TRANSFERRED EXCEPT IN ACCORDANCE
WITH THE REQUIREMENTS SET FORTH IN THE NOTE.

No. _____

\$3,800,000

UTILITY REVENUE ANTICIPATION NOTE, 2020

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: Three Million Eight Hundred Thousand Dollars

The City of Nome (the “City”), a municipal corporation of the State of Alaska, acknowledges itself indebted and for value received promises to pay (but only out of the sources mentioned herein) to the Registered Owner identified above, or its registered assigns, a principal amount equal to the aggregate amount of the advances that the Registered Owner makes to the City for Fuel Purchases, but not to exceed \$3,800,000, together with accrued interest on the outstanding principal balance of this Note at a rate of _____ percent (____%) per annum. This Note is payable in an installment of principal plus accrued interest due on October 26, 2020, and thereafter in nine equal monthly installments of principal and interest, commencing on November 26, 2020, and on the same day of each month thereafter until July 26, 2021 (each, an “interest payment date”), when the remaining principal balance of this Note, plus accrued interest, shall be

due and payable. Both principal of and interest on this Note shall be payable in any lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest on the Note shall be computed on the basis of a 360-day year for the actual number of days elapsed. Installments of principal and interest on the Note shall be paid at an office of the Register Owner designated by the Registered Owner, or at the option of the Registered Owner at the office of the Treasurer of the City in Nome, Alaska. For each payment of principal or interest which has not been paid in full within fifteen days after its date due, the City will pay to the Registered Owner a late charge of \$15.00 or five percent (5%) of the amount due, whichever is greater. The City acknowledges and agrees that the amount of this late fee is reasonable with respect to this Note, taking into account the Registered Owner's expectation of timely receipt of payments with regard to the favorable pricing of this Note, and the operational, administrative and regulatory burdens flowing from late payments and delinquencies. To the extent this late fee or any other fee or charge set forth in this Note may be prohibited or exceed any limit provided by any present or future applicable law, such fee or charge shall be reduced to the maximum amount allowed.

Upon the occurrence of a Determination of Taxability, the interest rate on this Note shall automatically adjust to a rate equal to the product of the (i) original interest rate on this Note and (ii) one divided by one minus the prevailing maximum federal corporate tax rate. The City also shall pay any other expense incurred by the Registered Owner as a result of the Determination of Taxability.

Each of the following shall constitute an event of default under this Note: (1) the City fails to make any payment when due under this Note; (2) any event which results in a Material Adverse Effect (as defined in the Resolution); and (3) Resolution R-20-09-02 of the City, duly and regularly adopted on September 14, 2020 (the "Resolution"), or any other document executed in connection with the issuance of the Note is deemed invalid. Upon default, the Registered Owner may declare the entire unpaid principal balance under this Note and all accrued and unpaid interest immediately due, and then City will pay that amount, and upon default in the payment of principal or interest on the Note, the Note thereafter shall bear interest at the Default Rate (as defined in the Resolution). Upon default, the Registered Owner may offset against any monies, securities, or accounts of the Nome Joint Utility System that are held separately pursuant to Nome Ordinance 15.10.090 and that are on deposit with the Registered Owner, and apply said offset funds against the amounts due hereunder.

This Note is subject to prepayment by or on behalf of the City, in whole or in part on any interest payment date at a redemption price equal to the principal amount of the Note to be prepaid, plus accrued interest to the date of prepayment and plus a Prepayment Fee, upon notice and as further described in the Resolution.

This Note is issued pursuant to Chapter 47, Title 29 of the Alaska Statutes and the Resolution, for the purpose of providing funds to acquire diesel fuel for use in the provision of electric utility service in the City and is the single registered Note entitled \$3,800,000 City of Nome Utility Revenue Anticipation Note, 2020.

THIS NOTE MAY ONLY BE TRANSFERRED IN AUTHORIZED DENOMINATIONS AND ONLY TO (I) AN AFFILIATE OF THE REGISTERED OWNER, (II) A TRUST OR

OTHER CUSTODIAL ARRANGEMENT ESTABLISHED BY THE REGISTERED OWNER OR ONE OF ITS AFFILIATES, THE OWNERS OF THE BENEFICIAL INTERESTS IN WHICH ARE LIMITED TO “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (III) A PERSON THAT IS A QUALIFIED INSTITUTIONAL BUYER AND A COMMERCIAL BANK HAVING CAPITAL AND SURPLUS, DETERMINED AS OF THE DATE OF ANY TRANSFER, OF \$5,000,000,000 OR MORE THAT HAS EXECUTED AND DELIVERED TO THE REGISTERED OWNER AND THE CITY AN INVESTOR LETTER IN THE FORM OF EXHIBIT A TO THE RESOLUTION. THE PERSONS AND ENTITIES IDENTIFIED IN CLAUSES (I) AND (II) OF THE FOREGOING SENTENCE SHALL BE REFERRED TO AS THE “ELIGIBLE TRANSFEREE(S).” NOTWITHSTANDING THE FOREGOING, IF THE PRINCIPAL AMOUNT OF THE OUTSTANDING NOTE IS LESS THAN \$250,000, THE NOTE MAY NOT BE TRANSFERRED TO ANY ELIGIBLE TRANSFEREE WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY.

THIS NOTE IS PAYABLE SOLELY FROM THE REVENUES OF THE UTILITY. THIS NOTE IS NOT A GENERAL OBLIGATION OF THE CITY AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY IS PLEDGED FOR ITS REPAYMENT.

IT IS HEREBY CERTIFIED and declared that this Note is issued pursuant to and in strict compliance with the Constitution and laws of the State of Alaska and the ordinances of the City of Nome, and that all acts, conditions and things required to happen, to be done and to be performed precedent to and on the issuance of this Note have happened, been done and been performed.

IN WITNESS WHEREOF, the City of Nome, Alaska, has caused this Note to be executed by the signature of its Mayor and attested by its Clerk under the seal of the City on this ____ day of September, 2020.

CITY OF NOME

By: _____
Interim Mayor

[S E A L]

A T T E S T:

City Clerk

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address, zip code and Social Security number or other tax identification number of Transferee)

this Note and irrevocably constitutes and appoints _____
attorney to transfer this Note on the Note Register, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of this Note.

8. Execution. The Note shall be executed in the name of the City by the signature of the Interim Mayor, and its corporate seal shall be impressed or otherwise reproduced thereon and attested by the signature of the City Clerk. The execution of the Note on behalf of the City by persons who at the time of the execution are duly authorized to hold the proper offices shall be valid and sufficient for all purposes, although any such person shall have ceased to hold office at the time of delivery of the Note or shall not have held office on the date of the Note.

9. Payment of Principal and Interest. The Note shall be payable in lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Installments of principal and interest on the Note shall be paid at the office of the Registered Owner designated by the Registered Owner, or at the option of the Registered Owner at the office of the Registrar in Nome, Alaska, without presentment of the Note to the Registrar for such payment; provided that the final installment of the principal of the Note, plus accrued interest, shall be payable upon presentation and surrender of the Note by the Registered Owner at the principal office of the Registrar. For each payment of principal or interest which has not been paid in full within fifteen days after its date due, the City will pay to the Registered Owner a late charge of \$15.00 or five percent (5%) of the amount due, whichever is greater. The City acknowledges and agrees that the amount of this late fee is reasonable with respect to this Note, taking into account the Registered Owner's expectation of timely receipt of payments with regard to the favorable pricing of this Note, and the operational, administrative and regulatory burdens flowing from late payments and delinquencies. To the extent this late fee or any other fee or charge set forth in the Note may be prohibited or exceed any limit provided by any present or future applicable law, such fee or charge shall be reduced to the maximum amount allowed.

10. Registration.

10.1 Note Register. The Note shall be issued only in registered form as to both principal and interest. The Registrar shall keep, or cause to be kept, a Note Register at its principal office. The treasurer of the City is hereby appointed as Registrar and paying agent for the Note.

10.2 Registered Ownership. The City and the Registrar, each in its discretion, may deem and treat the Registered Owner of the Note as the absolute owner thereof for all purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary. Payment of the Note shall be made only as described in Section 9 hereof, but such registration may be transferred as herein provided. All such payments made as described in Section 9 shall satisfy and discharge the liability of the City upon the Note to the extent of the amount or amounts so paid.

10.3 Transfer or Exchange of Registered Ownership; Change in Denominations.

10.3.1 The registered ownership of the Note may be transferred or exchanged, but no transfer of the Note shall be valid unless it is surrendered to the Registrar with the assignment form appearing on such Note duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Registrar. Upon such surrender, the Registrar shall cancel the surrendered Note and shall cause to be executed and delivered, without charge to the Registered Owner or transferee, a new Note (or Notes at the option of the new Registered Owner) of the same date, maturity and interest rate and for the same aggregate principal amount, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered and canceled Note. The Note may be surrendered to the Registrar and exchanged, without charge, for an equal aggregate principal amount of Notes of the same date, maturity, and interest rate. The Registrar shall not be obligated to transfer or exchange the Note following any notice of redemption.

10.3.2 Notwithstanding anything herein to the contrary, the Note may only be transferred in Authorized Denominations and must be in compliance with the securities laws of the United States of America; and to (i) an affiliate of the Registered Owner, (ii) a trust or other custodial arrangement established by the Registered Owner or one of its affiliates, the owners of the beneficial interests in which are limited to "qualified institutional buyers" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, or (iii) a Person that is a qualified institutional buyer and a commercial bank having capital and surplus, determined as of the date of any transfer, of \$5,000,000,000 or more that has executed and delivered to the Registered Owner and the City investor letters in the form of Exhibit A hereto. The persons and entities identified in clauses (i) and (ii) of the foregoing sentence shall be referred to as the "Eligible Transferee(s)." Notwithstanding the foregoing, if the principal amount of the outstanding Note is less than \$250,000, the Note may not be transferred to any Eligible Transferee without the prior written consent of the City.

11. Lost Stolen, Destroyed or Mutilated Note. Upon surrender to the Registrar of a mutilated Note, the City shall execute and deliver a new Note of like maturity and principal amount. Upon filing with the Registrar of evidence satisfactory to the City that a Note has been destroyed, stolen or lost and of the ownership thereof, and upon furnishing the City with indemnity satisfactory to it, the City shall execute and deliver a new Note of like maturity and principal amount. The person requesting the execution and delivery of a new Note under this section shall

comply with such other reasonable regulations as the City may prescribe and pay such expenses as the City may incur in connection therewith.

12. Utility Fund and Priority of Use of Revenues. There has heretofore been created a special fund known as the “Utility Revenue Fund.” The City hereby obligates and binds itself to set aside and pay into such Fund as collected all Revenues. Such Revenues and the moneys in the Utility Revenue Fund are hereby pledged first to pay the principal and interest on the Note and thereafter Operating Expenses, and all other payments required for any other legally authorized purpose.

13. Specific Covenants. The City hereby covenants with the owner of the Note for as long as the same remains outstanding as follows:

13.1 That it will at all times operate the System in an efficient manner and at a reasonable cost and will maintain, preserve and keep the System and every part and parcel thereof in good repair, working order and condition; and will from time to time make or cause to be made all necessary and proper repairs, renewals and replacements thereto so that the business carried on in connection therewith may be properly and advantageously conducted.

13.2 That it will at all times carry fire insurance and such other forms of insurance on such of the buildings, equipment, property and facilities of the System as are ordinarily insured in such amounts and with such deductibles as under good business practice are ordinarily carried on such buildings, equipment, property and facilities.

13.3 That it will not expend any of the money in the Utility Revenue Fund for any extensions or betterments which are not economically sound and which will not contribute to the operation of the System in an efficient and economical manner unless such extensions or betterments are required by law or by any regulatory body having valid jurisdiction.

13.4 That it will keep and maintain proper books and accounts with respect to the operation of the System in such manner as prescribed by any authorities having jurisdiction over public utilities operated by municipal corporations in Alaska; and that it will cause its books and accounts to be audited annually by a certified public accountant, copies of which audits shall, upon request, be furnished to the Registered Owner of the Note. Said audits shall show whether or not the City has in all respects performed and complied with the covenants set forth in this Resolution.

13.5 That all employees and agents of the City collecting or handling money of the City in connection with the management and operation of the System shall be bonded in an amount commensurate with the funds they handle and sufficient to protect the City from loss.

13.6 That it will not sell, lease or otherwise dispose of the System or any portion thereof (other than the disposition and replacement of components of the System due to wear and tear), or enter into any operating agreement with respect thereto, unless contemporaneously with such sale, lease or disposal there shall be paid to the Registered Owner of the Note a sum sufficient to pay the principal of and interest on the Note then outstanding to the date on which it first may be redeemed, nor will the City sell, lease or otherwise dispose of any part of the System which is

material to the production of Revenues unless, in the opinion of an independent consulting engineer licensed to practice in the State of Alaska and experienced in the construction and operation of municipal utilities, the remaining System will generate Revenues sufficient to enable the City to comply with the requirements of this Resolution.

13.7 That it shall not breach any contract with or obligation due to a third party or default in the payment of any indebtedness when such contract, obligation or indebtedness is equal to or greater than \$100,000, in each instance, unless such breach or default is cured within any grace period applicable to such contract, obligation or indebtedness.

13.8 That it shall not default in the payment or the performance of any of its obligations under any other loans, contracts or agreements with the Registered Owner or the Registered Owner's affiliates.

13.9 That it shall give notice of any Material Adverse Effect, defaults, material litigation and material governmental proceedings to the Registered Owner within thirty (30) days of the City or the Utility being notified.

13.10 That it irrevocably authorizes the Registered Owner to debit from time to time a deposit account of the Nome Joint Utility System designated by the Utility and held by the Registered Owner for the amount of principal and interest due on the Note held by the Registered Owner, and shall maintain sufficient funds in the account for that purpose.

13.11 That it shall permit no security interests or liens in the Utility's diesel fuel inventory and the accounts and proceeds thereof during the term of the Note.

13.12 If applicable, that it shall (a) post all documents in connection with the Note with the MSRB and EMMA, provided that, all pricing and confidential information, as directed by the Registered Owner shall be redacted prior to such posting and (b) shall deliver all documents in connection with the Note to any relevant rating agencies.

13.13 During any period that the initial Registered Owner is the Owner of the Note, the Note shall not be (i) assigned a rating by any credit rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) offered pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service. No placement agent or underwriter is involved in the sale and purchase of the Note.

13.14 That it shall not issue any additional debt with a senior or parity lien on the Revenues during the term of the Note.

13.15 The City shall appropriate funds from any Utility legally unrestricted sources to pay any deficiency in the payment of principal and interest on the Note.

13.16 The City shall deliver of cause to be delivered to the Registered Owner the following:

13.16.1 Promptly upon receipt by the City or the Utility and in no event later than 240 days after the end of each fiscal year (unless otherwise agreed in writing by the Registered Owner), the City will furnish, or cause to be furnished, to the Registered Owner an audit report of an Independent Certified Public Accountant with respect to such fiscal year of the City and the Utility, for said fiscal year.

13.16.2 The City shall also deliver to the Registered Owner a copy of the City's and the Utility's budgets adopted for a fiscal year within thirty (30) days of the end of the prior fiscal year.

13.17 In the event that the City has previously entered into or shall hereafter enter into or otherwise consent to any agreement or instrument (or any amendment, supplement or modification thereto) (each a "Relevant Agreement") under which any Person undertakes to make loans, to refinance or restructure existing debt or to extend credit or liquidity to the City in connection with the Utility, which Relevant Agreement (i) provides such Person with a covenant, provision or agreement which is more restrictive, as to the City or the Utility, or (ii) gives or grants greater rights or remedies to such Person whether as to timing of payment, priority of payment or lien or otherwise (each, a "Favored Covenant") than, in the case of (i), are undertaken by the City herein or, in the case of (ii), are given or granted to the Registered Owner herein, then each such Favored Covenant shall automatically be deemed to be incorporated into this Resolution and the Registered Owner shall have the benefits of each such Favored Covenant as if specifically set forth in this Resolution for the duration of such Relevant Agreement. If necessary, the City shall promptly adopt an amendment to this Resolution to include the Favored Covenant; provided that the Registered Owner shall maintain the benefit of such Favored Covenant even if the City fails to adopt such amendment. Notwithstanding anything to the contrary contained in this paragraph, no provision described in this subsection shall be deemed incorporated into this Resolution if such incorporation would cause the interest on the Note to be includable in gross income for federal tax purposes.

14. Application of Note Proceeds. The proceeds of the sale of the Note shall be applied to pay costs of the Fuel Purchases, issuance costs of the Note and accrued interest on the Note, and shall be deposited in the appropriate funds or accounts of the City for such purposes.

15. Amendatory and Supplemental Resolutions.

15.1 The Council from time to time and at any time may adopt a resolution or resolutions supplemental hereto, which resolution or resolutions thereafter shall become a part of this Resolution, for any one or more of the following purposes:

15.1.1 To add to the covenants and agreements of the City in this Resolution, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the City.

15.1.2 To make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this Resolution or in regard to matters or questions arising under this Resolution as the Council may deem necessary or desirable and not inconsistent with

this Resolution and which shall not adversely affect the interests of the Registered Owner of the Note.

Any such supplemental resolution may be adopted without the consent of the Registered Owner of the Note, notwithstanding any of the provisions of subsection 15.2.

15.2 With the consent of the Registered Owners of not less than 60 percent in aggregate principal amount of the Note at the time outstanding, the Council may adopt a resolution or resolutions supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Resolution or of any supplemental resolution; provided, however, that no such supplemental resolution shall:

15.2.1 Extend the due date of any principal installment payable under the Note, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Registered Owners of the Note so affected; or

15.2.2 Reduce the aforesaid percentage of Registered Owners of the Note required to approve any such supplemental resolution without the consent of all of the Registered Owners of the Note then outstanding.

15.2.3 Remove the pledge and lien of this Resolution on Revenues or the moneys in the Utility Revenue Fund.

It shall not be necessary for the consent of the Registered Owner of the Note under this subsection 15.2 to approve the particular form of any proposed supplemental resolution, but it shall be sufficient if such consent shall approve the substance thereof.

15.3 Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the City and the Registered Owner of the Note shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendment, and all the terms and conditions of any such supplemental resolution shall be deemed to be part of the terms and conditions of this Resolution for any and all purposes.

15.4 Any Note executed and delivered after the adoption of any supplemental resolution pursuant to this section may bear a notation as to any matter provided for in the supplemental resolution, and if the supplemental resolution shall so provide, a new Note so modified as to conform, in the opinion of the Council, to any modification of this Resolution contained in any such supplemental resolution may be prepared by the City and delivered without cost to the Registered Owners of the Note then outstanding, upon surrender for cancellation of such Note in an equal aggregate principal amount.

16. Tax Covenants. The City covenants to comply with any and all applicable requirements set forth in the Code in effect from time to time to the extent that such compliance

shall be necessary for the exclusion of the interest on the Note from gross income for federal income tax purposes. The City covenants that it will make no use or investment of the proceeds of the Note that will cause the Note to be an “arbitrage bond” subject to federal income taxation by reason of Section 148 of the Code. The City covenants that it will not take or permit any action that would cause the Note to be a “private activity bond” as defined in Section 141 of the Code.

17. Designation as Qualified Tax Exempt Obligation. The Note is hereby designated as a “qualified tax exempt obligation” in accordance with Section 265(b)(3) of the Code, and the City hereby covenants that it shall not issue during the calendar year 2020 more than \$10,000,000 in aggregate principal amount of tax exempt obligations other than tax exempt obligations described in Section 265(b)(3)(C)(ii) of the Code.

18. Sale of Note. The Note shall be sold at negotiated sale to Wells Fargo Bank, National Association, or such other institutional lender if in the best interests of the City as may be determined by the City Manager and/or City Utility Manager. The City Manager and Utility Manager each is hereby authorized and directed to do everything necessary to complete such sale and delivery of the Note to the Registered Owner thereof upon payment of the purchase price thereof, including without limitation determination of the interest rate on the Note subject to Section 4 of this Resolution.

19. Authority of Officers. The City Manager, the acting City Manager, the Utility Manager, the acting Utility Manager, the Clerk and the acting Clerk are, and each of them hereby is, authorized and directed to do and perform all things and determine all matters not determined by this Resolution, to the end that the City may carry out its obligations under the Note and this Resolution.

20. Payment of Registered Owner’s Expenses. The City shall pay and reimburse Registered Owner for Registered Owner’s expenses incurred for the purchase of the Note including but not limited to Registered Owner’s reasonable attorneys’ fees and expenses, and fees incurred by Registered Owner for searches of Uniform Commercial Code financing statements.

21. Termination of UCC Financing Statements. The City represents that, as of the issue date of the Note, all previous credit facilities, loans or notes secured by the Utility’s inventory of diesel fuel and the accounts and proceeds thereof have been paid in full. The City will cause all creditors other than Registered Owner who have filed Uniform Commercial Code Financing Statements describing diesel fuel inventory and the accounts and proceeds thereof as collateral to terminate such financing statements.

22. Miscellaneous. No recourse shall be had for the payment of the principal of or the interest on the Note or for any claim based thereon or on this Resolution against any member of the Council or officer of the City or any person executing the Note. The Note is not and shall not be in any way a debt or liability of the State of Alaska or of any political subdivision thereof, except the City, and does not and shall not create or constitute an indebtedness or obligation, either legal, moral or otherwise, of said state or of any political subdivision thereof, except the City.

23. Severability. If any one or more of the provisions of this Resolution shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be

null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Note.

24. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED by the Council of the City of Nome this 14th day of September, 2020.

CITY OF NOME

JOHN K. HANDELAND,
Interim Mayor

A T T E S T:

BRYANT HAMMOND, City Clerk



NOME JOINT UTILITY SYSTEM

a component unit of **CITY OF NOME**

P.O. Box 70 • Nome, Alaska 99762 • (907) 443-NJUS • Fax (907) 443-6336

September 10, 2020

Annual Fuel Note for Generator Fuel Purchase

Resolution R-20-09-02 will authorize requisite financing for the utility's annual fuel purchase. Requests for proposals to provide financing were solicited from five institutions, three responded, and Wells Fargo's proposal was selected as most favorable.

- The interest rate this year is projected to be 1.25-1.3%, and will be locked in the day after the Resolution is adopted. (Last year's rate was 2.13%.)
- Fuel prices have dropped dramatically in 2020, so the financing requirement is reduced to \$3.8 million (from \$5.0MM last year).
- The fuel note will be sold on or about September 24, and will be repaid from utility revenues in flat monthly payments over 9 months, with final payment in July 2020.
- Fuel tanks are being filled to capacity – taking 2.0MM gallons, including 170,000 gallons that will be inventoried for Nome Public Schools' heating needs.

Presented By.
City Manager

Action Taken:
Yes____
No____
Abstain____

CITY OF NOME, ALASKA

RESOLUTION NO. R-20-09-03

**A RESOLUTION AWARDDING THE CONTRACT FOR THE FURNISHING OF
CRUSHED AGGREGATE FOR ROAD SURFACE COURSE TO
BOARD OF TRADE, INC.**

WHEREAS, the City of Nome advertised for bids on preparation and delivery of up to 6,000 tons of crushed Aggregate Road Surface Course delivered to City of Nome designated locations; and,

WHEREAS, four bids were received at a bid opening held on September 3, 2020; and,

WHEREAS, the low bid price was \$17.78 per ton for the desired quantity of road surfacing materials meeting the technical specifications required; and,

NOW, THEREFORE BE IT RESOLVED that the Nome City Council awards the contract for the Furnishing of Crushed Aggregate for Road Surface Course at 6,000 tons to Board of Trade, Inc. for road surfacing materials at a unit cost of \$17.78 per ton and a total base bid cost of \$106,680.

APPROVED and **SIGNED** this 14th day of September, 2020.

JOHN K. HANDELAND, Mayor

ATTEST:

BRYANT HAMMOND, Clerk



NOTICE OF INTENT TO AWARD

TO: Bidders of Record

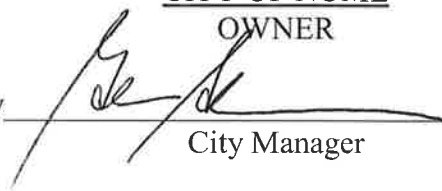
PROJECT DESCRIPTION: Furnish up to 6,000 tons of crushed aggregate for road surface course delivered to designated stockpile area(s) in the City of Nome, Alaska

The City of Nome has received and opened bids for the subject project. Based on the bid tabulations (attached), the City of Nome intends to award the project contract to Board of Trade, Inc to furnish up to 6,000 tons of crushed aggregate for road surface course at \$17.78/ton. This award is subject to approval and appropriation by the Nome City Council.

It is the intent of the City to award the contract for the work at the Nome City Council meeting scheduled on September 14, 2020, subject to the conditions stated above. Any bidder who believes the bid has been improperly awarded may file a bid protest no later than 5:00 PM on September 15th.

Dated this 8th day of September, 2020

CITY OF NOME
OWNER

By  _____
City Manager

Bidders of Record:

<u>Company</u>	<u>Representative</u>	<u>Contact Number</u>
Board of Trade, Inc	Jim West	304-1426
Q Trucking Garage	Mackenzie Oles	443-2388
Tumet Industries	Jesse Blandford	387-0630
Knik Construction	Dan Hall	245-1865

CC: Joe Horton, Public Works
John Blees, City Engineer
Brooks Chandler, City Attorney

Bid Opening: Thursday,
September 3, 2020 3:00 P.M.

Attest: [Signature] Bryant Hammond, Clerk Date 9.3.2020

Witness _____ Date _____

Witness _____ Date _____

Witness _____ Date _____

Presented by _____
City Manager

Action Taken:
Yes _____
No _____
Abstain _____

CITY OF NOME, ALASKA

RESOLUTION NO. R-20-09-04

A RESOLUTION OF THE CITY OF NOME AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF \$90,000.00 TO NOME PUBLIC SCHOOLS TO COVER ADDITIONAL COSTS AND MATERIALS DUE TO COVID-19

WHEREAS, the City of Nome contributed a total of \$3,000,000 to Nome Public Schools through Resolution number R-20-05-05 for the FY2021 school year; and,

WHEREAS, the City of Nome first declared an emergency due to COVID-19 on March 17, 2020 and has maintained such a status since; and,

WHEREAS, the COVID-19 pandemic has presented Nome Public Schools with challenges in keeping its staff and students safe from the ongoing pandemic; and,

WHEREAS, addressing such challenges has led to a significant increase in expenditures; and,

WHEREAS, Nome Public Schools is requesting an additional \$90,000 from the City of Nome to ensure the district is able to cover the costs for keeping school facilities clean and sanitized.

NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council authorizes an additional contribution of \$90,000 to Nome Public Schools to cover additional costs due to COVID-19.

APPROVED and **SIGNED** this 14th day of September, 2020.

JOHN K. HANDELAND
Mayor

ATTEST:

BRYANT HAMMOND
Clerk



PO Box 131~Nome, Alaska 99762
Phone: (907) 443-2231~Fax: (907) 443-5144

September 1, 2020

The Honorable Mayor John Handeland &
Members of the Nome City Council

Dear Sirs:

This letter is to request that the City of Nome provide additional funding to Nome Public Schools in the amount of \$90,000 to cover costs for sanitation equipment and materials due to the COVID-19 pandemic.

The District received \$195,714 in CARES Act funding in April of 2020, and expended \$30,335.97 by the end of the 2019-2020 school year, primarily to cover staff internet costs (since teachers were not allowed in the building during the shutdown), added food service costs (for individual packaging for grab and go meals, and to pay for stipends for essential workers who were unable to stay at home during the shutdown in order for district operations such as food services, information systems and business services.

For the 2020-2021 school year, the District is experiencing a significant increase in expenditures directly related to operating under the COVID-19 pandemic; in addition, the significant increase in families choose to move to the Extensions homeschooling option will decrease the amount of funding the District receives for the current year. We are also expecting the possibility of an overall decrease in enrollment if families choose to hold students out of school, or relocate due to decreased economic opportunities in Nome.

Our current CARES Act funding is anticipated to be completely exhausted by December 31st (the deadline for use of funds), with the current budget as listed below:

Moving Extensions teacher from P/T to F/T	\$28,500*
Extra Duty contract for Virtual School Teacher	\$10,700*
Extensions Support Staff New Hire	\$ 5,300*
Personal Protective Equipment	\$50,000
Student Device Insurance	\$20,000 ¹
Enrollment Costs for Virtual School Students	\$ 2,700
Allotments for additional Extensions Students	\$47,800 (does not completely cover cost)

*These costs are for Fall semester only – spring semester costs will have to be paid out of General Funds.

¹We are requesting that Nome Eskimo Community allow this cost to be paid out of their CARES Act Donation if the FCC denies our waiver request which would allow us to build our own LTE network for pushing internet access to student homes as needed.

Our Maintenance Department has purchased \$20,000 of hand sanitizer dispensers, refills, and individual hand sanitizer bottles (to use while we are awaiting delivery of the dispensers and refills). We have purchased a sanitizing wipe system for cleaning desks and common areas for \$30,000 (much less than the cost of purchasing an equal amount of Clorox or similar wipes). We have purchased backpack sprayers, two electrostatic sprayers capable of spraying down a large area in a short amount of time, and COVID-related cleaners for these machines at a cost of \$16,000. Shipping for all of these items (barge and air) is approximately \$25,000.00.

We are grateful that Nome Eskimo Community has agreed to donate \$40,000 from their CARES Act funding to NPS; they have specified that these funds are to cover additional costs for food service, connectivity for students, and needed tutoring.

We are hopeful that Congress will allot additional funds for COVID relief in the next few months; however, it is unknown how much will be funded to NPS, nor what the restrictions on allowable uses will be. Regardless, these funds will not be able to replace some of the potentially significant losses the District may see due to the changes in enrollment for this year. We have limited abilities to make significant changes to our expenditures in the middle of a school year due to contract obligations and other fixed costs.

We respectfully request assistance from the City in helping ensure we are able to cover the costs for keeping our buildings clean and sanitized.

Sincerely,



Jamie Burgess, Superintendent
Nome Public Schools

CITY OF NOME, ALASKA

RESOLUTION NO. R-20-09-05

**A RESOLUTION EXPRESSING THE CITY OF NOME'S SUPPORT FOR
THE IDITAROD TRAIL SLED DOG RACE**

BE IT RESOLVED that the Nome Common Council expresses the City of Nome's unwavering support of the running of the Iditarod Sled Dog Race finishing in Nome.

APPROVED and **SIGNED** this 14th day of September, 2020.

JOHN K. HANDELAND
Interim Mayor

ATTEST:

BRYANT HAMMOND
City Clerk

From: [Melanie Johnson](#)
To: discover@gci.net; [John K. Handeland](#)
Subject: RE: From PETA, regarding your recent appointment as interim mayor
Date: Friday, September 11, 2020 11:56:48 AM

Mr. Handeland,

I've tried to reach you multiple times to discuss celebrating the historic Iditarod Trail and Alaskan huskies *without* supporting animal abuse. We're disappointed that you have yet to take action on this important issue.

If I do not hear from you by the end of the day Tuesday, we'll be left with no option but to alert our members and supporters that your city does not share their concerns regarding animal mistreatment.

I look forward to your reply.

Regards,
Melanie

From: Melanie Johnson <MelanieJ@peta.org>
Sent: Thursday, September 10, 2020 9:30 AM
To: discover@gci.net; johnh@njus.org
Subject: RE: From PETA, regarding your recent appointment as interim mayor

Dear Mr. Handeland,

I'm hoping to hear back from you soon. Is there a more appropriate person for me to contact?

Thank you,
Melanie

From: Melanie Johnson <MelanieJ@peta.org>
Sent: Tuesday, September 8, 2020 2:06 PM
To: discover@gci.net; johnh@njus.org
Subject: RE: From PETA, regarding your recent appointment as interim mayor

Dear Mr. Handeland,

I am following up to see whether you've had a chance to consider the email below. Thank you, and I look forward to hearing from you.

Regards,
Melanie

From: Melanie Johnson <MelanieJ@peta.org>
Sent: Tuesday, September 1, 2020 3:11 PM

To: discover@gci.net; johnh@njus.org

Subject: From PETA, regarding your recent appointment as interim mayor

September 1, 2020

John K. Handeland
Interim Mayor of Nome

Via e-mail: discover@gci.net; johnh@njus.org

Dear Mr. Handeland,

I'm writing on behalf of People for the Ethical Treatment of Animals (PETA) and our more than 6.5 million members and supporters worldwide following your recent appointment as interim mayor of Nome to ask that you please celebrate the historic Iditarod Trail and Alaskan huskies *without* supporting animal abuse—by leaving dogs out of the race.

You may not be aware of it, but the dogs used in the Iditarod are subjected to biting winds, blinding snowstorms, and subzero temperatures. Up to half of those who start the race don't finish. Many pull muscles, incur stress fractures, or are afflicted with diarrhea, dehydration, intestinal viruses, pneumonia, or bleeding ulcers. During this year's race, more than 220 dogs were pulled off the trail—likely because of exhaustion, illness, or injury—including a senior dog named Cool Cat who developed twisted intestines and almost died of painful bloat.

More than 150 dogs have died as a result of this race. One day after crossing the finish line last year, a dog named Oshi died from aspiration pneumonia—probably from inhaling her own vomit—which is the leading cause of death for dogs who don't survive the race. This number doesn't even include the innumerable others who have died during the off-season while chained up outside or who were killed simply because they lacked the speed and stamina to make the cut.

In late 2018 and early 2019, a [PETA investigator](#) worked at two kennels owned by former Iditarod champions and found that dogs there were denied veterinary care for painful injuries, kept constantly chained next to dilapidated boxes and plastic barrels in the bitter cold and harsh wind, and forced to run even when they were exhausted and dehydrated.

[Dozens of companies](#)—including Alaska Airlines, Chrysler, Coca-Cola, Jack Daniel's, and Wells Fargo—have already cut ties with this cruel race. Alaskans can celebrate the historic Iditarod Trail without causing suffering and death by replacing dogs with willing human cyclists, cross-country skiers, or even snowmobilers.

May I please hear from you by September 8?

Kind regards,

Melanie Johnson
Assistant Manager
Animals in Entertainment Campaign
PETA

To: The Mayor and Common Council

From: Glenn Steckman, City Manager

September 11, 2020

Search for Florence Okpealuk

The NPD, NVFD and NVAD have been searching to finding Florence Okpealuk since the first call was received of her being missing. Nome Search and Rescue immediately launched a search utilizing drones, fixed winged planes, private helicopters and a USCG helicopter. AST has been involved. The FBI and the ABI have also been involved. Divers have been used and a submersible drone used for the numerous ponds in the area. Dog teams have been used and more teams have been called in. The FBI arrived today to help in the search.

The Nome community has been calling in leads which are tracked down. The first community search was held Saturday 9/5 and another community search is being held this Saturday, 9/12.

Let there be no doubt in anyone's mind, the City government is committed to bringing Florence home and thank you for your cooperation in providing the resources.

Homeless Meeting:

A meeting was held with Nest, The Day Shelter, NSHC and Kawerak to discuss the needs of the homeless and sheltering for the homeless this upcoming winter. The concern continues about proper distancing for COVID-19 purposes. Nome has been lucky, unlike some other communities, we have seen no COVID-19 outbreak among the homeless.

NEST is scheduled to open early this year with a target date of mid-October. But the question continues what if a larger group than normal shows up at the shelter. The NEST shelter can hold only 27 residents with the current COVID-19 spacing requirements. The question becomes what if demand exceeds capability. Another meeting is scheduled for September 15 at city hall.

Employee Housing for Teachers and Police:

The Common Council needs to have a work session to discuss this project. The city is at a point that bond counsel needs to be hired for this project to move forward. I have also discussed this project informally with the Alaska Municipal Bond Bank. The goal is to issue a revenue bond and to have the rent of the units cover the costs to pay the annual bond payments.

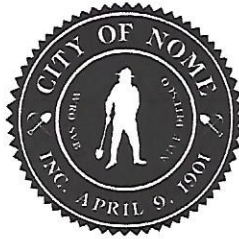
The Playground at Anvil Square Park:

The playground is closed to begin the leveling of the playground. This should take just a few days. A PSA was released about the closure.

Mayor
John K. Handeland

Manager
Glenn Steckman

Clerk
Bryant Hammond



Nome Common Council
Jerald Brown Item C.
Mark Johnson
Doug Johnson
Adam Martinson
Jennifer Reader
Meghan Sigvanna Topkok

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

MEMORANDUM

Date: 09/11/2020
To: Glenn Steckman, City Manager
From: Nickie Crowe, Acting Finance Director *nc*
Subject: Coronavirus Relief Funds (CARES \$\$)

The City of Nome was awarded grant funding from the Coronavirus Relief Funds in the amount of \$5,679,072.17. This funding is separated into three payments:

Payment No 1 \$2,740,099.67 – Received
Payment No 2 \$1,469,486.25 – Pending
Payment No 3 \$1,469,486.25 – Pending

The City is required to spend 80% (\$2,192,079.74) of Payment No 1 before Payment No 2 will be released. The City should reach this objective with the September 2020 reporting.

Actual Expenditures thru August 2020:	\$1,704,773.97
Estimated Expenditures Sept thru Dec 2020:	\$1,674,298.20
Pending Items:	<u>\$2,300,000.00</u>
Total:	\$5,679,072.17

Pending Items:
\$1,400,000 – Recreation Center (Emergency Shelter) Heat & Ventilation Upgrades
\$ 900,000 - YTD Remaining Balance of Small Business/Community Relief
\$2,300,000

The following report provides information on expenditures using the required grant reporting categories.

Coronavirus Relief Funding Report									
Grant Agreement Payment #1 - Received	\$ 2,740,099.67	*Need to spend 80% of Payment No 1 to be eligible for Payment No 2.			Payment No 1 - Received	\$ 2,740,099.67			
Grant Agreement Payment #2 - Pending	\$ 1,469,486.25				Actual Dollars Spent through 08.31.20	\$ 1,704,773.97			
Grant Agreement Payment #3 - Pending	\$ 1,469,486.25				Remaining Balance of Payment #1	\$ 1,035,325.70			
Total Grant Funds:	\$ 5,679,072.17								
					80% of Payment No 1	\$ 2,192,079.74			
Expense Details by Reporting Category	Thru June 2020 YTD Actual	July 2020 YTD Actual	August 2020 YTD Actual	September 2020 Estimates/Purchase Orders	October 2020 Estimates	November 2020 Estimates	December 2020 Estimates	Pending Items	Total
Payroll									
Administrative	14,713.63	8,532.64	13,067.20	10,000.00	15,000.00	10,000.00	10,000.00		\$ 81,313.47
Salaries & Benefits - Other	216,110.02	56,077.88	36,377.12	45,000.00	67,500.00	45,000.00	45,000.00		\$ 511,065.02
Salaries & Benefits - Public Safety	544,697.98	203,851.75	160,447.62	180,000.00	270,000.00	180,000.00	180,000.00		\$ 1,718,997.35
Total Payroll:	775,521.63	268,462.27	209,891.94	235,000.00	352,500.00	235,000.00	235,000.00	-	\$ 2,311,375.84
Administrative (Non Payroll Related)									
Temp Alarm for Public Safety Comm Room			1,974.00						
COVID-19 Legal Fees/Technical Assistance			2,047.50	2,000.00	2,000.00	2,000.00	2,000.00		
Total Administrative:	-	-	4,021.50	2,000.00	2,000.00	2,000.00	2,000.00	-	\$ 12,021.50
Testing & Tracing									
COVID-19 Tests	7,432.58								
Total Testing & Tracing:	7,432.58	-	-	-	-	-	-	-	\$ 7,432.58
Medical Expenses									
COVID-19 Processing Fees - EMS Billing	351.12								
MES COVID-19 Fit Test, SCBA Flow Test				5,300.00					
Total Medical Expenses	351.12	-	-	5,300.00	-	-	-	-	\$ 5,651.12
Telework Capabilities									
Laptops & Docking Stations		5,310.00							
Phone System Upgrades				103,605.00					
CM Upgrades for Facilities -Distance Delivery/Meetings				100,000.00					
Webcams for ALL City Departments				1,340.00					
Public Safety Camera Upgrades (OSJ)				7,613.52					
Total Telework Capabilities:	-	5,310.00	-	212,558.52	-	-	-	-	\$ 217,868.52
Public Health									
2003 Ambulance Repair (WA) - Denied by FEMA	25,760.28								
2003 Ambulance Repair (OR) - Denied by FEMA	22,325.32								
Personal Protective Equipment			11,189.15	8,455.02	1,500.00	1,500.00	1,500.00		
Touchless Upgrades		1,047.40	14,804.26	18,844.29					
Cleaning Supplies		594.30	227.37	3,520.58	1,500.00	1,500.00	1,500.00		
Public Health Advertisements				750.00	750.00	750.00	750.00		
Other	69.99	1,500.00	211.78	519.79					
Total Public Health	48,155.59	3,141.70	26,432.56	32,089.68	3,750.00	3,750.00	3,750.00	-	\$ 121,069.53
Housing Support									
Mini Convention Center - Boiler Circulating Pumps			3,351.08						
Total Housing Support:	-	-	3,351.08	-	-	-	-	-	\$ 3,351.08
Small Business Assistance									
*Small Business/Non Profit Grants			349,000.00	3,500.00				900,000.00	
Total Small Business Assistance:	-	-	349,000.00	3,500.00	-	-	-	900,000.00	\$ 1,252,500.00

Coronavirus Relief Funding Report									
Grant Agreement Payment #1 - Received	\$ 2,740,099.67	*Need to spend 80% of Payment No 1 to be eligible for Payment No 2.			Payment No 1 - Received	\$ 2,740,099.67			
Grant Agreement Payment #2 - Pending	\$ 1,469,486.25				Actual Dollars Spent through 08.31.20	\$ 1,704,773.97			
Grant Agreement Payment #3 - Pending	\$ 1,469,486.25				Remaining Balance of Payment #1	\$ 1,035,325.70			
Total Grant Funds:	\$ 5,679,072.17								
					80% of Payment No 1	\$ 2,192,079.74			
Expense Details by Reporting Category	Thru June 2020 YTD Actual	July 2020 YTD Actual	August 2020 YTD Actual	September 2020 Estimates/Purchase Orders	October 2020 Estimates	November 2020 Estimates	December 2020 Estimates	Pending Items	Total
Other Economic Support									
Advertising	351.00	351.00							
Utility Relief for Business and Residents				344,100.00					
Artisans & Sculptors Hardship Relief		2,700.00	300.00						
Total Other Economic Support:	351.00	3,051.00	300.00	344,100.00	-	-	-	-	\$ 347,802.00
Other									
*Recreation Center (Shelter) - Heat & Ventilation								1,400,000.00	
Total Other Expenses	-	-	-	-	-	-	-	1,400,000.00	\$ 1,400,000.00
Grand Totals:	\$ 831,811.92	\$ 279,964.97	\$ 592,997.08	\$ 834,548.20	\$ 358,250.00	\$ 240,750.00	\$ 240,750.00	\$ 2,300,000.00	\$ 5,679,072.17
<i>*Pending Items do NOT have a contract or an executed purchase order.</i>									