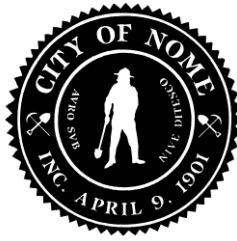


**Mayor**  
John K. Handeland  
**Manager**  
Glenn Steckman  
**Clerk**  
Bryant Hammond



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

**NOME COMMON COUNCIL**  
**WORK SESSION & REGULAR MEETING AGENDA**  
MONDAY, JUNE 28, 2021 at 5:30 / 7:00 PM  
COUNCIL CHAMBERS IN CITY HALL

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

---

WORK SESSION

- A. Discussion of Tax Credits Focused on Community Beautification,

**VERBAL**

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- A. June 14, 2021 Nome Common Council Regular Meeting Minutes,

**PAGE 3**

COMMUNICATIONS

CITIZEN'S COMMENTS

UNFINISHED BUSINESS

- A. O-21-05-03 An Ordinance Authorizing the Disposal of Municipal Property by Lease to GCI Communication Corporation, **SECOND READING/PUBLIC HEARING/FINAL PASSAGE,**

**PAGE 15**

- B. O-21-06-08 An Extension of a Local Emergency Authorizing the Nome Common Council to Direct the City Manager Take Necessary Actions to Reduce the Impact and Spread of COVID-19 Throughout the City of Nome, **SECOND READING/PUBLIC HEARING/FINAL PASSAGE,**

**PAGE 27**

NEW BUSINESS

- A. R-21-06-03 A Resolution Approving the City of Nome's FY 2022 Schedule of Rental and Use Fees and Fines,

**PAGE 30**

- B. R-21-06-04 A Resolution Approving a Contract with Windward Strategies for Federal Lobbying Services for the Fiscal Year 2022,

**PAGE 61**

- C. R-21-06-05 A Resolution Approving a Contract Between the Nome Chamber of Commerce and the City of Nome for Operation of the Nome Convention and Visitors Bureau,

**PAGE 65**

- [D.](#) R-21-06-06 A Resolution Authorizing the City of Nome to Apply for and Participate in the USDOT RAISE Discretionary Grant Program for the Funding of the Port of Nome Local Service Facilities Design & Engineering,

**PAGE 76**

- [E.](#) R-21-06-07 A Resolution of the Nome Common Council Accepting American Rescue Plan Act (ARPA) Funds in the Amount of \$934,187.09,

**PAGE 81**

UTILITY MANAGER'S REPORT

- A. Activity Report: June 15 - 25, 2021,

**VERBAL**

CITY MANAGER'S REPORT

- [A.](#) Activity Report: June 15 - 25, 2021,

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CITIZEN'S COMMENTS

COUNCIL MEMBER'S COMMENTS

MAYOR'S COMMENTS AND REPORT

- A. Activity Report: June 15 - 25, 2021,

**VERBAL**

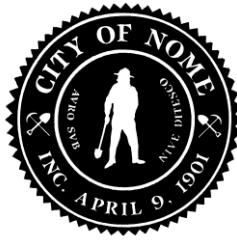
EXECUTIVE SESSION

- A. Discussion of Legal Strategies the Immediate Knowledge of Which May Adversely Impact City Finances,

**VERBAL**

ADJOURNMENT

**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

Item A.

**NOME COMMON COUNCIL  
REGULAR MEETING MINUTES  
MONDAY, JUNE 14, 2021 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

**WORK SESSION**

A. Alaska Redistricting Board Presentation.

**ALASKA LEGISLATIVE CITATION**

A. Presentation of Alaska Legislative Citation to Josephine Tatuq Bourdon.

**ROLL CALL**

Members Present: Jerald Brown; Mark Johnson; Adam Martinson; Jennifer Reader; Sigvanna Topkok (telephonic)

Members Absent: Doug Johnson (excused)

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

In the audience: Diana Haecker, Nome Nugget; Davis Hovey, KNOM; Mary David; Jay David; Josie Bourdon; Rolland Trowbridge; Kayla Bourdon; Wilson Bourdon; Katie Bourdon; Jim Adams; Jessica Farley

**APPROVAL OF AGENDA**

A motion was made by C. Reader and seconded by C. Brown to approve the agenda as presented.

A motion was made by C. Reader and seconded by C. Brown to postpone O-21-05-03 to the June 28, 2021 Regular Meeting.

At the roll call:

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

Nay:  
Abstain:

The motion to amend **CARRIED**.

Returning to the main motion

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

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

### **APPROVAL OF MINUTES**

A. May 25, 2021 Nome Common Council Rescheduled Regular Meeting Minutes.

A motion was made by C. Reader and seconded by C. Brown to approve the May 25, 2021 minutes.

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

The motion **CARRIED**.

### **COMMUNICATIONS**

A. Letter of May 6, 2021 from Bering Sea Humane Society to City of Nome re: Grant Request.

- Mayor Handeland referred the matter to the City Manager.

B. Memorandum of May 27, 2021 from Clerk Hammond to Nome Common Council re: Disposition of Untimely Filed Sales Tax Exemptions.

A motion was made by C. Reader and seconded by C. Brown to authorize the Clerk to accept the application as if timely filed.

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

The motion **CARRIED**.

- C. Letter of June 10, 2021 from Krysta & Gray Harrison to City of Nome re: Valuation of Lots Currently for Bid.
- Manager Handeland summarized the letter.
  - Council Member Reader asked if the City could take less for the lot or fill the ditch.
  - Manager Handeland explained the creek drained a large area on the east side of town by the hospital and elementary school. He suggested a culvert would be needed to maintain the drainage if fill were placed.
  - Clerk Hammond explained the City couldn't change the assessed value, but could offer the parcels for sale at a lower price by ordinance.
- D. Memo of June 11, 2021 from Clerk Hammond to the Common Council re: Prioritization and Scheduling of Work Sessions.
- After discussion, the Council suggested the following prioritization:
    - Beautification tax credits and incentives
    - International Property Management Code, building codes, and permits that qualify for tax exemption
    - Plastic bag ban
    - Election code updates
    - Discharge of firearms at the Port
    - Revenue ideas
    - Public inebriation
  - The Council discussed work session regularity and scheduling and agreed it was preferable to have fewer longer meetings than more shorter meetings when scheduling work sessions.
- E. FY 2022 City of Nome Budget Calendar.

### **CITIZEN'S COMMENTS**

1. Jim Adams asked the City to open the Sauna soon as it was cold outside.
2. Rolland Trowbridge thanked the Council for navigating COVID-19. He noted Manager Steckman was taking a lot of flack and that there were lots of angry people at Council meetings, but noted his staff was not expendable. He discussed how his business handled the pandemic and thanked the City for all the things that didn't happen.
3. Jessica Farley discussed beautification incentives, giving examples from Pennsylvania and offering to bring information back to the Council. She requested the dump being open all the time so residents can just drop stuff off. She discussed travel restrictions, the Nome vaccination rates, village policies, and a general dissatisfaction of Nome's travel restrictions. She compared the Nome airport tent unfavorably as compared to the Hawaii airport tent. She alleged one NSHC staff member was making money off the

pandemic through his/her staffing agency. She requested the City of Nome get a second opinion with regard to travel restrictions.

**UNFINISHED BUSINESS**

- A. O-21-05-03 An Ordinance Authorizing the Disposal of Municipal Property by Lease to GCI Communication Corporation.

Postponed to June 28, 2021 Regular Meeting.

- B. O-21-06-01 An Ordinance to Establish, Approve, and Adopt the FY 2022 City of Nome General Fund Municipal Budget and Exercising the Power to Assess and Authorize the Levy of a General Property Tax.

For the purpose of holding a public hearing, the Council recessed at 7:58 PM.

The Council reconvened at 7:58 PM.

A motion was made by C. M. Johnson and seconded by C. Reader to adopt O-21-06-01.

Discussion:

- Council Member Brown asked about the carry forward discussion from the last work session. He asked if someone had been consulted on the matter.
- Manager Steckman explained the solution he and Finance Director Crowe came up with. Steckman explained the Council could assign surpluses to whichever fund or project they would like.

A motion was made by C. Brown and seconded by C. M. Johnson to lower the stated mill rate to 12, as it was lowered by Resolution at the previous meeting.

At the roll call:

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

Nay:

Abstain:

The motion to amend **CARRIED**.

Returning to the main motion

A motion was made by C. M. Johnson and seconded by C. Martinson to amend O-21-06-01 per Finance Director Crowe's memo increasing total revenue by

\$270,657.36 making the total revenue \$13,542,220.39 and increasing expenses by \$270,657.36 making the total expense \$13,542,220.39.

At the roll call:

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

Nay:

Abstain:

The motion to amend **CARRIED**.

Returning to the main motion

At the roll call:

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

Nay:

Abstain:

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

- C. O-21-06-02 An Ordinance to Establish Approve, and Adopt the FY 2022 City of Nome School Debt Service Fund Budget.

For the purpose of holding a public hearing, the Council recessed at 8:14 PM.

The Council reconvened at 8:14 PM.

A motion was made by C. Reader and seconded by C. Martinson to adopt O-21-06-02.

At the roll call:

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

Nay:

Abstain:

The motion **CARRIED**.

- D. O-21-06-03 An Ordinance to Establish, Approve, and Adopt the FY 2022 City of Nome Special Revenue Fund Budget.

For the purpose of holding a public hearing, the Council recessed at 8:16 PM.

The Council reconvened at 8:16 PM.

A motion was made by C. Reader and seconded by C. Martinson to adopt O-21-06-03.

A motion was made by C. Reader and seconded by C. Martinson to amend O-21-06-03 per Finance Director Crowe's memo decreasing revenue by \$335,906.01 making total revenue \$1,091,744.68 and decreasing expenses by \$335,906.01 for total expenses of \$1,091,744.68.

At the roll call:

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

Nay:

Abstain:

The motion to amend **CARRIED**.

Returning to the main motion:

At the roll call:

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

Nay:

Abstain:

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

- E. O-21-06-04 An Ordinance to Establish, Approve, and Adopt the FY 2022 City of Nome Capital Projects Fund Budget.

For the purpose of holding a public hearing, the Council recessed at 8:18 PM.

The Council reconvened at 8:18 PM.

A motion was made by C. Reader and seconded by C. Martinson to adopt O-21-06-04.

At the roll call:

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

Nay:

Abstain:

The motion **CARRIED**.



- F. O-21-06-05 An Ordinance to Establish, Approve, and Adopt the FY 2022 City of Nome Construction Capital Projects Fund Budget.

For the purpose of holding a public hearing, the Council recessed at 8:19 PM.

The Council reconvened at 8:19 PM.

A motion was made by C. Reader and seconded by C. Martinson to adopt O-21-06-05.

At the roll call:

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

Nay:

Abstain:

The motion **CARRIED**.

- G. O-21-06-06 An Ordinance to Establish, Approve, and Adopt the FY 2022 City of Nome Port of Nome Fund Budget.

For the purpose of holding a public hearing, the Council recessed at 8:20 PM.

The Council reconvened at 8:21 PM.

A motion was made by C. Reader and seconded by C. Martinson to adopt O-21-06-06.

A motion was made by C. Reader and seconded by C. Martinson to amend O-21-06-06 per Finance Director Crowe's memo by decreasing revenue by \$3,051.08 for total revenue of \$2,837,811.29 and decreasing expenses by \$3,051.08 for total expenses of \$2,837,811.29.

At the roll call:

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

Nay:

Abstain:

The motion to amend **CARRIED**.

Returning to the main motion

At the roll call:

Aye: M. Johnson; Martinson; Reader; Topkok; Brown  
Nay:  
Abstain:

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

- H. O-21-06-07 An Ordinance to Establish, Approve, and Adopt the FY 2022 City of Nome Port of Nome Capital Projects Fund Budget.

For the purpose of holding public hearing, the Council recessed at 8:22 PM.

The Council reconvened at 8:22 PM.

A motion was made by C. Reader and seconded by C. Martinson to adopt O-21-06-07.

A motion was made by C. Reader and seconded by C. Martinson to amend O-21-06-07 per Finance Director Crowe's memo decreasing the revenue by \$1,494.00 for total revenue of \$4,829,353.08 and decreasing the expenses by \$1,494.00 making total expenses \$4,829,353.08.

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

The motion to amend **CARRIED**.

Returning to the main motion

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

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

### **NEW BUSINESS**

- A. O-21-06-08 An Extension of a Local Emergency Authorizing the Nome Common Council to Direct the City Manager Take Necessary Actions to Reduce the Impact and Spread of COVID-19 Throughout the City of Nome, **FIRST READING/DISCUSSION**.

A motion was made by C. Topkok and seconded by C. Brown to advance O-21-06-08.

At the roll call:

Aye: Topkok; Brown; M. Johnson; Reader

Nay: Martinson

Abstain:

The motion **CARRIED**.

- B. R-21-06-01 A Resolution Approving a Labor Agreement Between the City of Nome and the City of Nome Employees' Association (CNEA) Through December 31, 2021.

A motion was made by C. Reader and seconded by C. Martinson to adopt R-21-06-01.

Discussion:

- Manager Steckman requested the Council approve the agreement.
- Council Member Reader asked why the agreement was only for one year.
- Manager Steckman explained there were some difficulties encountered while negotiating through zoom.

At the roll call:

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

Nay:

Abstain:

The motion **CARRIED**.

- C. R-21-06-02 A Resolution Authorizing the City Manager to Enter into an Agreement with PND Engineers, Inc., to Attend a Design Charrette Hosted by the U.S. Army Corps of Engineers' Alaska District (USACE) to Facilitate Effective Coordination in the Design of the Local Service Facilities Within the Port of Nome Modifications Project and Arctic Port Expansion.

A motion was made by C. Reader and seconded by C. Martinson to adopt R-21-06-02.

At the roll call:

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

Nay:

Abstain:

The motion **CARRIED**.

**UTILITY MANAGER'S REPORT****A. Activity Report: May 26 - June 11, 2021.**

- Assistant Utility Manager Morton discussed summer projects, beginning with Bering St, noting water / sewer crew correcting a number of leaks, working five 10-hour days to catch up. The line crew completed pole relocations and just finished up a line extension. Assistant Manager Morton explained that interviews for the apprentice lineman started next week. Regarding the power plant, the oil discharge prevention plan public comment period will begin shortly and will last one month. He finished with an update on the tank farm project.

**CITY MANAGER'S REPORT****A. Activity Report: May 26 - June 11, 2021.**

- Manager Steckman presented his written report, discussing the meeting earlier in the day regarding alcohol and alcoholism. He explained the group was seeking a holistic solution from treatment to housing to changing the culture of drinking in Nome. He discussed the YTD police statistics, newly started patrols on West Beach and the issue of camping in Nome City Limits. Manager Steckman noted Ms. Farley's suggestion of PA example beautification strategies and suggested a fund balance policy and discussion of such in October. He noted the City was still waiting on final guidance on the ARPA funding. He noted the AML would be providing guidance for cost (as opposed to the previous year's example).
- Council Member Reader asked about the goals for the organization discussion and Manager Steckman presented his vision for the conversation.
- Council Member Reader asked about phase 7 of CARES funding and asked when it would come out and Manager Steckman discussed the general plans for the release of funds.
- Manager Steckman announced the four port calls of cruise ships have cancelled for the next year.
- Council Member Mark Johnson expressed appreciation for all the work the City has done for COVID, but relayed comments from others who have had bad experiences arriving in Nome. He criticized the dispatch of police officers to the airport saying it didn't welcome people to Nome. He suggested Glenn delegate airport duty to other staff.
- Manager Steckman discussed airport tent operations and the range of passenger behavior he encounters. He noted a pattern of aggressive individuals coming in on the evening flight. He noted the low hospitalization rate and lack of deaths in Nome as indicative of a successful strategy to contain COVID. He discussed staffing changes coming and reminded the Council these operations were ARPA funded.
- Council Member Mark Johnson described Nome as a welcoming sort of place and expressed the desire to get back to that atmosphere.
- Council Member Reader described an experience friends had and asked how the process could be improved to avoid similar experiences.

- Mayor Handeland and Council Member Mark Johnson shared experiences passing through the airport. Glenn noted he'd speak to the Chief. Mayor Handeland noted smiling and welcoming faces.
- B. DHSS Fact & Figures: 1918 Pandemic Influenza Mortality in Alaska.
- C. NPD Statistics January 1 to June 7, 2021.
- D. June 2021 Port Capital Projects Report.
  - Port Director Baker spoke about current Port operations, including difficulty in recruiting a dock watch person. She asked the Council to spread the word. She noted the USACE dredgee was nearly ready, intending to start at 12:01 tonight. The USACE was looking to put out a bid to fix the causeway bridge, coming out in September. She discussed timelines to the launch ramp replacement project, the port road improvements project, and the anode replacement project.
- E. March 18, 2021 Nome Port Commission Regular Meeting Minutes.
- F. April 15, 2021 Nome Port Commission Meeting Minutes.
- G. Alaska Lemonade Day Flyer.

### **CITIZEN'S COMMENTS**

*None given*

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

1. Council Member Mark Johnson discussed his dollar for dollar tax credit idea and asked Finance Director Crowe and Manager Steckman to look into the land fill replacement fund as means of funding it.
2. Council Member Martinson – no comments.
3. Council Member Reader wished congrats to Josie Bourdon, wished the public had good midnight sun, plugged the chicken feed, raft race and expressed hope for sun.
4. Council Member Topkok said quyanna and congrats to Tuatuk on language preservation, noting this is how we heal from generations of trauma. She noted the conversations around alcoholism and homelessness were difficult because of the sum of generations of trauma, she asked for compassion and empathy in taking care of them. She discussed a recent meeting of the AML Board of Directors and plugged the conference of young Alaskans, noting 6 youth from Nome applied. She expressed pride over the level of Nome youth participation.

5. Council Member Brown – no comments.

**MAYOR'S COMMENTS AND REPORT**

A. Activity Report: May 26 - June 11, 2021.

- Mayor Handeland discussed the State of Alaska looking at EMS operations within the State looking to put forth recommendations to the state, he thanked Cheryl, Glenn and Public works for spring clean up. He touched upon the ongoing discussions on homelessness and alcoholism again. He expressed hope of resolution of the project through small steps and emphasized the positive direction the conversation was moving in. He plugged lemonade day and the Midnight Sun Festival. He noted that chicken sales would start on Wednesday.

**EXECUTIVE SESSION**

No executive session was held.

**ADJOURNMENT**

Hearing no objections, the Nome Common Council adjourned at 9:08 PM.

**APPROVED and SIGNED** this 28<sup>th</sup> day of June, 2021

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

**ATTEST:**

\_\_\_\_\_  
**BRYANT HAMMOND**  
Clerk

1<sup>st</sup> Reading: May 10, 2021  
 2<sup>nd</sup> Reading: June 28, 2021

Presented by:  
 City Manager

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

## CITY OF NOME, ALASKA

### ORDINANCE NO. O-21-05-03

#### AN ORDINANCE AUTHORIZING THE DISPOSAL OF MUNICIPAL PROPERTY BY LEASE TO GCI COMMUNICATION CORPORATION

Section 1. **Authority.** This ordinance is adopted pursuant to authority granted by NCO 2.10.030(c).

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

Section 3. **Authorization of Lease to GCI Communication Corporation** The City Council hereby authorizes the disposal of its interest in Lot 9 and a portion of Lot 7, Block 139 according to the 1905 Nome Townsite Plat for a total of approximately 31,309 square feet to GCI Communication Corporation substantially upon the terms and conditions that certain lease attached hereto as exhibit A.

Section 4. **Legal Description.** A portion of Lot 9, Block 139 according to the 1905 Nome Townsite (approximately 5,804 square feet), a portion of Vacated Water St (approximately 6,149 square feet), and a portion of Lot 7, Port Road Industrial Park Subdivision (approximately 19,356 square feet), totaling 31,309 square feet as shown on the attached figure (“the Property”).

Section 5. **Findings.** The City Council hereby finds that the use of the Property is for the furtherance of the development of local trade or industry, specifically, the development of a local cable television and general communications (telephone and internet services) industry and that such conveyance is authorized by Nome Code of Ordinances 2.10.030(c).

Section 6. **Interest Conveyed and Identification of Disposal Instrument.** A possessory interest by a written lease for a term of five years with four (4) five-year extensions at GCI’s option.

Section 7. **Value of City’s Interest.** Based on the current assessment of the value of the Property, the city estimates the fair market rental value of the Property for the term of the proposed lease equals \$10,000 per annum.

Section 8. **Time Place and Manner in Which Disposal Shall Occur.**  
Immediately upon approval of this ordinance at the regularly scheduled City Council meeting of May 24, 2021.

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

**APPROVED** and **SIGNED** this 28<sup>th</sup> day of June, 2021.

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**JOHN K. HANDELAND, Mayor**

**ATTEST:**

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**BRYANT HAMMOND, City Clerk**



## LAND LEASE AGREEMENT

This Lease Agreement ("**Lease**") is made effective as of May 1, 2021 ("**Effective Date**"), by and between City of Nome, a Municipal Corporation ("**Lessor**") organized and existing under the laws of Alaska with its head office located at 102 Division Street, Nome, Alaska 99762 and GCI Communication Corp., a Alaska corporation with offices located at 2550 Denali Street, Suite 1000, Anchorage, AK 99503-2751, on its own behalf and on behalf of its affiliates (collectively, "**Lessee**") (each a "**Party**" and collectively, the "**Parties**").

WHEREAS, Lessor owns or controls that certain plot, parcel, or tract of land described as Lots 9 and 7, Block 139 according to the 1905 Nome Townsite Plat as amended (the "**Property**"); and

WHEREAS Lessee desires to use a portion of the Property in connection with its telecommunications business; and

WHEREAS Lessor desires to grant Lessee the right to use a portion of the Property in accordance with this Lease.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Premises.** Lessor leases to Lessee the following property ("**Premises**"):

Lot 9 and a portion of Lot 7 for a total of approximately 31,309 square feet of space for use as set forth in Section 2 of this Lease, all of such space located on the Property as depicted in Exhibit A.

2. **Authorized Uses.** This Lease is issued for the following authorized uses: Lessee may install, construct, maintain, operate, modify, replace, repair, and upgrade a technical facility and related communications equipment on the Premises in conjunction with Lessee's operation as a communications provider. Lessee shall have the right to make all improvements, alterations, upgrades, or additions to the Premises appropriate for Lessee's authorized uses, including but not limited to the right to disturb ground and/or vegetation as required for the authorized uses, the right to use and store batteries on the Premises as required for Lessee's technical facility and related communications equipment, and the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Lessee's expense. Lessee has the right to modify, supplement, replace, upgrade, expand, increase, or relocate its technical facility or communications equipment within the Premises at any time. Lessee will be allowed to make such alterations to the Property as required to ensure that Lessee's technical facility and/or communications equipment complies with all applicable federal, state, or local laws, rules, or regulations. Lessor further grants Lessee, its subtenants, licensees, and sublicensees the right to use such portions of the Property as may reasonably be required during construction and installation of Lessee's communications equipment. All Lessee construction on the Premises shall be neat, presentable, and compatible with its use and surroundings.

3. **Term.** The initial term of this Lease is ten (10) years ("**Term**"), commencing as of May 1, 2021 ("**Commencement Date**") with two (2), five (5) year extensions (individually, an "**Extension**" and collectively, the "**Extensions**") to be exercised upon mutual agreement of the Parties, so long as Lessee is not in violation of any terms or conditions as set forth in this Lease. The Extensions shall be automatic unless: (a) either Party elects not to so extend the term of the Lease by notifying the other party, in writing, of such election not less than six (6) months prior to the last day of the Term or Extension as then in effect, or (b) Lessor notifies Lessee in writing of a default, and Lessee fails to timely cure that default. Any Extension mutually agreed upon by the Parties shall become effective immediately as of the day following the date which is six (6) months prior to the last day of the Term or Extension as then in effect. At the conclusion of the original Term or final Extension, if any, this Lease shall continue in force upon the same covenants, terms, and conditions for a further term of one (1) year and for annual terms thereafter until either Party gives written notice of termination. Notice of termination during the year to year period shall be given no later than six (6) months before the expiration of the then-current Lease term

4. **Rent.** For the first year of the Lease term, rent for the Premises ("**Rent**") will be Ten thousand Dollars (\$10,000), payable without invoice or demand on May 1, 2021. For each subsequent year of the Lease Term, including any Extension, the annual rent amount shall be 103% of the Rent for the preceding year, payable without invoice or demand on the first day of May of each year during the term. Payment shall be made by check, bank draft, or money order made payable to Lessor. If this Lease is terminated at any time other than the last day of a month, rent shall be prorated as of the date of termination. In the event of termination for any reason other than Lessee's breach, all prepaid rent shall be refunded to Lessee. All unpaid rents and fees will accrue interest at 10% percent per annum beginning 30 days after payment is due.

5. **Maintenance.** Lessee shall keep the Premises and all its improvements thereon neat and presentable.

6. **Utilities.** Lessee shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Lessee on the Premises. Lessee shall have an electrical current meter installed at the Premises for Lessee's electrical usage, and Lessee shall pay for the cost installation, maintenance, and repair of same. Such meter will be billed by and paid directly to the power company. Lessee shall have the right, at its expense, to improve the present utilities on the Premises and to permanently place new utilities on (or to bring utilities across) the Property in order to service the Premises. Lessee shall also have the right to install emergency power generators on the Premises.

7. **Disposition of Improvements.** Unless otherwise agreed to by the parties, any and all improvements and personal property of every kind and nature constructed, erected, or placed by Lessee on the Premises (collectively, the "**Improvements**") shall be removed from the Premises within one hundred and eighty (180) days after the expiration or other termination of this Lease. Lessee shall repair any damage to the Property resulting from Lessee's use of the Premises or removal activities. Should Lessee fail to remove the Improvements or repair any damage to the Property, Lessor may do so at Lessee's expense.

8. **Title.** All Improvements brought onto the Property by Lessee will be and remain Lessee's property and, at Lessee's option, may be removed by Lessee at any time during or after the Term. Lessor covenants and agrees that it shall have no interest in any part of the Improvements, it being the specific intention of Lessor that all Improvements of every kind and nature constructed, erected, or placed by Lessee on the Premises will be and remain the property of Lessee and may be removed by Lessee at any time during or after the Term. Notwithstanding the foregoing, title to any Improvements or other property owned by Lessee remaining on the Premises as of the expiration or other termination of this Lease, except for Hazardous Materials, that is not disposed of as set out in Section 8 above shall automatically vest in Lessor.

9. **Hazardous Materials.** Lessor represents and warrants that the Property, as of the date of this Lease, is free of hazardous substances including asbestos-containing materials and lead paint, and that the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry, or remediation. Lessor and Lessee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property. Lessor and Lessee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under this section. Lessor agrees to hold harmless and indemnify Lessee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lessor for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Lessor during the Term. Lessee agrees to hold harmless and indemnify Lessor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lessee for payment of penalties, sanctions, forfeitures, losses, costs damages, and for responding to any Claims, to the extent

arising from hazardous substances brought onto the property by Lessee. Unless the result of a hazardous substance release for which Lessee is liable under AS 46.03.822, should Lessee becomes aware of any hazardous substances on the Property, or any environmental, health, or safety condition or matter relating to the Property that renders the condition of the Premises or the Property unsuitable for Lessee's use, or if Lessee believes the leasing or continued leasing of the Premises would expose Lessee to undue risks of liability to a government agency or other third party, Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to Lessor. In the event of a material spill of fuel or other hazardous materials on the Premises, Lessee shall promptly notify Lessor and act promptly to contain the spill, repair any damage, absorb and clean up the spill area, and restore the Premises to a condition reasonably satisfactory to Lessor.

**10. Representations and Warranties.** Lessor hereby makes the following representations and warranties with respect to this Lease, the Property, and the Premises: The execution of this Lease has been duly authorized by Lessor and all necessary consents have been received. Lessor has all right, title, and interest in the Premises and the Property, and to execute and to perform its obligations under this Lease. Other than the express warranties set out above and elsewhere in this Lease, Lessor makes no express or implied warranties concerning the title or condition of the Premises, including survey, access, or suitability for any use, including those uses authorized by this Lease. Lessee takes the Premises as-is, subject to all other provisions to this Lease.

**11. Indemnity.** Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use of the Property, maintenance, repair or removal of the Improvements, or Lessee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Lessor, its employees, agents or independent contractors. Lessor agrees to indemnify, defend and hold Lessee harmless from and against any and all injury, loss, damage, or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from Lessor's, or its employees' or agents', actions or failure to act in connection with this Lease, or Lessor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Lessee, its employees, agents, or independent contractors.

**12. Insurance.**

- (a) Lessee shall secure and keep in force during the term of this Lease adequate insurance to protect both Lessor and Lessee against comprehensive public liability and property damage:
  - 1. Property damage arising from one occurrence in the amount of not less than \$1,000,000.00, and
  - 2. Personal injury or death in an amount of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence.
- (b) All insurance required by this covenant must:
  - 1. name Lessor as an additional assured;
  - 2. provide that Lessor be notified prior to any termination or cancellation in the insurance coverage; and
  - 3. include a waiver of subrogation by which the insurer waives all rights of subrogation against Lessor for payments made under the policy.
- (c) The requirement of insurance coverage does not relieve Lessee of any other obligations under this Lease.

**13. Sale, Assignment or Sublease.** Lessee shall not assign or sublease the Premises or any part thereof without prior written consent of Lessee. Any such sublease or assignments shall be in writing and shall be subject to the terms and conditions of the original Lease. Should any partial sublease be approved, Lessor may require that Lessee remit to Lessor 50% of any assignment or sublease revenues paid to Lessee. Any application for sublease or assignment shall include payment of a \$500 administrative fee. Lessor retains exclusive right to lease ground space on the Property adjacent to the Premises to other carriers and tenants. Lessor may not sell or assign this Lease to a party that is not the legal fee owner of the Property without the written consent of Lessee, which consent may be withheld at Lessee's sole discretion.

**14. Condemnation.** In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will provide notice of the proceeding to Lessee within ten business days. If a condemning authority takes all of the Property, or a portion sufficient, in Lessee's sole determination, to render the Premises unsuitable for Lessee, this Lease will terminate as of the date the title vests in the condemning authority. The Parties will each be entitled to pursue their own separate awards in the condemnation proceedings, which for Lessee will include, where applicable, the value of its Improvements, moving expenses, prepaid Rent, and business dislocation expenses. If a condemning authority takes a portion of the Premises but Lessee determines that the Premises remain suitable for Lessee use, this Lease will remain in full force and effect and Lessee shall be entitled to a pro rata reduction in the Rent reflecting the portion of the Premises so taken.

**15. Cancellation.** Lessor may cancel this Lease and recover possession of the Premises by giving Lessee thirty (30) days' prior written notice, upon the happening of any of the events listed below, that are not cured within thirty (30) days of such notice:

- (a) Lessee's failure to pay when due the rents or fees specified in this Lease, including any increases made pursuant to this Lease.
- (b) The return for insufficient funds of checks for payment of rents or fees.
- (c) The use of the Premises by Lessee for any purpose not authorized by this Lease.
- (d) The appointment of a trustee or receiver for the Lessee's assets in a proceeding brought by or against the Lessee.
- (e) The failure of Lessee to perform any provision or covenant in this Lease. If such provision or covenant is not possible to perform within such thirty (30) day notice and cure period, Lessee shall not be in default under this Lease if it has promptly commenced and is diligently pursuing the cure thereof.

Lessee may cancel this Lease with thirty (30) days' written notice to Lessor if Lessor fails to perform any provision or covenant in this Lease and such nonperformance is not cured within thirty (30) days of Lessee providing written notice of same. If such provision or covenant is not possible for Lessor to perform within such thirty (30) day cure period, Lessor shall not be in default under this Lease if it has promptly commenced and is diligently pursuing the cure thereof.

**16. Casualty.** Lessor will provide notice to Lessee of any casualty or other harm affecting the Property within ten business days of the casualty or other harm. If any part of the Improvements or Property is damaged by casualty or other harm as to render the Premises unsuitable then Lessee may terminate this Lease by providing written notice to Lessor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. Lessor agrees to permit Lessee to place temporary transmission and reception facilities on the Premises, but only until such time as Lessee is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Lease such temporary facilities will be governed by all of the terms and conditions of this Lease, including Rent. If Lessor or Lessee undertakes to rebuild or restore the Premises and/or the Improvements, as applicable, Lessor agrees to permit Lessee to place temporary facilities on the Premises at no additional Rent until the reconstruction of the Premises and/or the Improvements is completed. If Lessor determines not to rebuild or restore the Property, Lessor will notify Lessee of such determination within thirty (30) days after the casualty or other harm. Lessor agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Lessee places temporary facilities on the Property.

**17. Easements; Access.** Lessor covenants and agrees that Lessee shall have access to the Property for pedestrian and vehicle ingress and egress to the Premises for all uses authorized or required by this Lease and to place underground conduits, aerial feeds, or fiber as needed for power and telephone or other purposes from the Premises to all utility easements and rights-of-way which are owned by Lessor. Lessor agrees to provide utility easements to the Property in recordable form, as may be required by utility service providers serving the Premises. No such easement or right-of-way on the Property may unreasonably interfere with Lessor's use of the Property. Lessor reserves the right to grant to third parties or reserve to itself easements or rights-of-way through, on, or above the Premises. No easement or right-of-way on the Premises may unreasonably interfere with Lessee's use of the Premises. Lessee shall not

be unreasonably prevented or delayed from accessing the Premises during the Term and all Extensions, twenty-four hours a day, seven days a week..

18. **Non-Interference with Telecommunications Use** Lessor agrees to not build or allow to be built any structures on the Premises, or on the Property within the area emanating outward from Lessee's equipment between the azimuths of 120.9 degrees and 239.2 degrees from true north without the prior written consent of an authorized representative of Lessee. Said consent shall not be unreasonably withheld. The intent of this clause is to prevent development that would adversely impact Lessee's ability to "see" the satellite arc required in order to provide service to the community.

19. **Laws and Taxes.** Lessee will conduct all activities authorized by this Lease in compliance with all applicable federal, state, and local laws, including but not limited to matters of health, safety, sanitation, pollution and communications.

20. **Disputes.** In any disputes between the Parties, the laws of the State of Alaska will govern. Any lawsuit must be brought in the courts of the State of Alaska. Either Party may request a mediation of any unresolved dispute. Lessee agrees to notify Lessor of any claim, demand, or lawsuit arising out of Lessee's occupation or use of the Premises. Upon Lessor's request, Lessee will reasonably cooperate and assist in the investigation and litigation of any claim, demand, or lawsuit affecting the Premises.

21. **Liens.** Lessee shall keep the Premises free of all liens, pay all costs for labor and materials arising out of any construction or improvements by Lessee on the Premises, and hold Lessor harmless from liability for any liens, including costs and reasonable attorney fees related to Lessee's activities. By this provision, Lessor does not recognize that it is in any way liable for any liens on the Premises.

22. **No Waiver; Consents.** The failure of a Party to insist upon the strict performance of any provision in this Lease may not be considered as a waiver or relinquishment of that provision for the future. The waiver of any provision or covenant in this Lease cannot be enforced or relied upon unless the waiver is in writing and executed by the Party waiving such provision. Whenever consent by one Party is required by this Lease, the granting of such consent in any one instance will not constitute continuing consent to subsequent instances where such consent is required.

23. **Validity of Parts.** If any provision of this Lease is declared to be invalid by a court of competent jurisdiction, the remaining covenants and provisions will continue in full force.

24. **Entire Agreement.** This Lease and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties and shall supersede all prior offers, negotiations, and agreements with respect to the subject matter of this Lease. Except as otherwise stated in this Lease, each party shall bear its own fees and expenses incurred in connection with the negotiation, drafting, execution, and performance of this Lease and the transactions it contemplates.

25. **Survival.** All provisions of this Lease relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Lease shall so survive.

26. **W-9.** As a condition precedent to payment, Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Lessee, including any change in Lessor's name or address.

27. **Attorneys' Fees.** In the event that any dispute between the Parties related to this Lease should result in litigation, the prevailing Party in such litigation shall be entitled to recover from the other Party all reasonable attorneys' fees and expenses. Prevailing Party means the Party determined by the court to have most nearly prevailed even if such party did not prevail in all matters.

28. **Natural Disasters.** If any cause which occurs without the fault or negligence of either Party renders the Premises permanently unusable, this Lease may be terminated by either Party upon thirty (30) days' written notice to the other. Causes include but are not restricted to acts of God or the public enemy, acts of the United States, fires, floods, epidemics, quarantine restrictions, or strikes. No Party shall

be liable for any delay or failure in performance due to such events outside of the defaulting Party's reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

29. **Notices.** Any notices to be given under this Lease by either Party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, to the recipient at the address indicated below:

**Lessor:**

City of Nome  
Attn: City Manager  
P.O. Box 281  
Nome, AK 99762  
Telephone: 907.443.6663  
Email: GSteckman@nomealaska.org

**Lessee:**

GCI Communication Corp.  
Attn.: Catherine Manka  
2550 Denali St., Suite 1000  
Anchorage, AK 99503  
Telephone: 907.868.5723  
Email: cmanka@gci.com

**With a copy of legal notices to:**

Boyd, Chandler, Falconer & Munson, LLP  
Attn: Brooks W. Chandler  
911 W. 8<sup>th</sup> Ave, Suite 302  
Anchorage, AK 99501

**With a copy of legal notices to:**

GCI Communication Corp.  
Attn: Corporate Counsel  
2550 Denali St., Suite 1000  
Anchorage, AK 99503

or such other address or to the attention of such other person as the recipient Party shall have specified by prior written notice to the sending Party. Such notice shall be effective as of the date of its receipt.

30. **Quiet Enjoyment.** Lessee shall have the right of quiet enjoyment of the Premises for the Term and all Extensions thereof, regardless of any sale, transfer, assignment or foreclosure of the Premises. This Lease shall be binding on each Party's successors and assigns.

31. **Binding Agreement; Amendments; Counterparts.** This Lease shall run with the land and be binding upon each Party's heirs, representatives, executors, successors and assigns. This Lease may only be amended in writing, and such amendment shall be signed by authorized representatives of both Parties. The Parties may execute this Lease in counterparts, each of which shall be deemed an original, and both of which, collectively, taken together shall constitute one and the same Lease. Delivery of an executed counterpart by electronic transmission (including computer scan, PDF,, or other electronic reproduction transmitted by any electronic means) and will be as effective as physical delivery of an executed counterpart.

32. **Recording.** This Lease shall not be recorded. Contemporaneously with the execution of this Lease, the Parties may execute a recordable Memorandum of Lease substantially in the form set forth in Exhibit B. Either Party may record this Memorandum at any time during the Term in its absolute discretion. During the Term of this Lease, either Party will, at any time and upon fifteen (15) days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

**[END OF SECTIONS AND TEXT]**

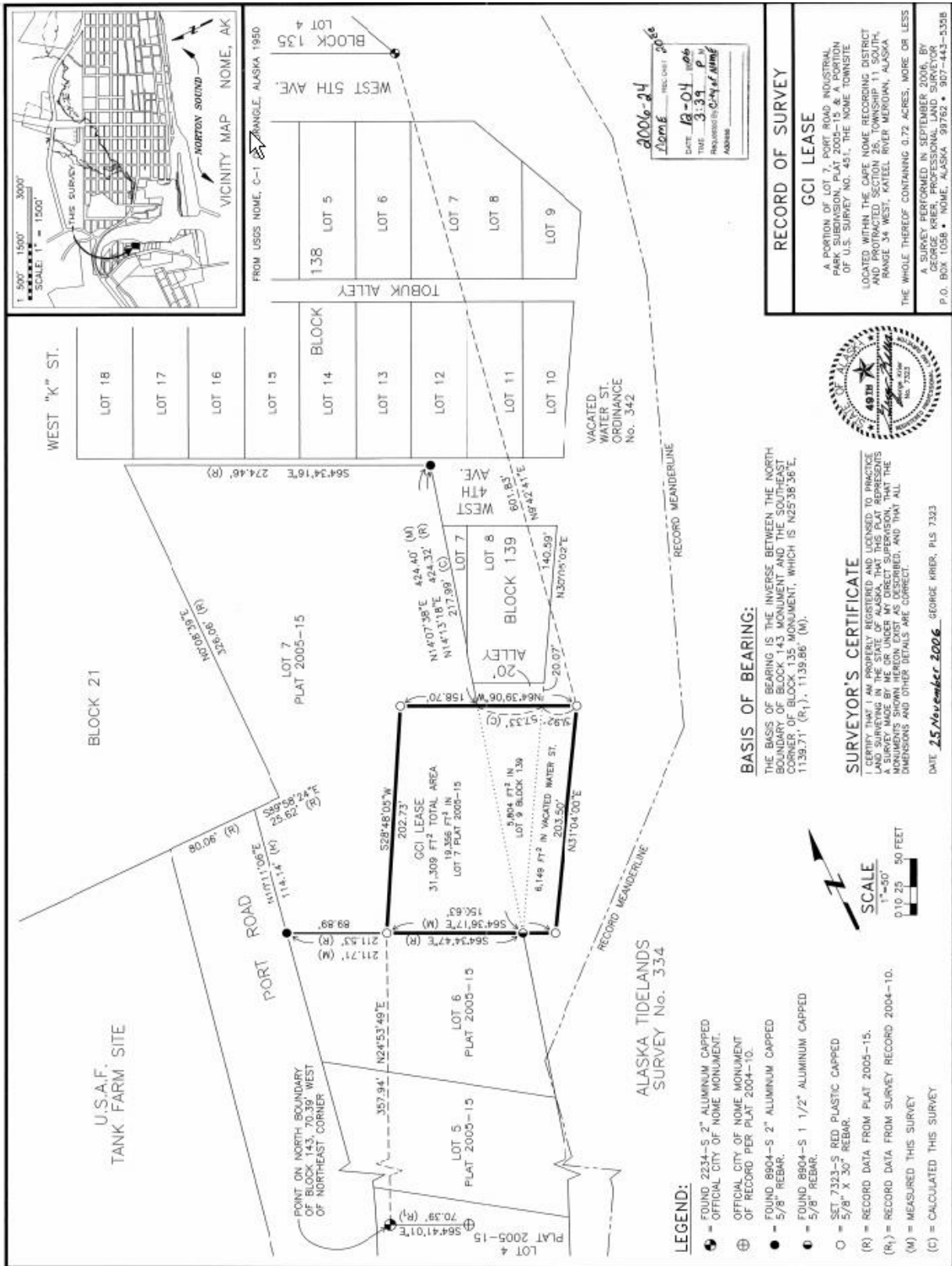
Lessor: City of Nome

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Lessor: GCI Communication Corp.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit A: The Premises





**Exhibit B: Form of Memorandum of Lease**Memorandum of Lease

Record in the Nome Recording District  
After Recording, Return to:

Attn: \_\_\_\_\_  
2550 Denali St., Suite 1000  
Anchorage, AK 99503

1. This Memorandum of Lease ("Memorandum") relates to that Lease Agreement ("Lease") between City of Nome, as Lessor, and GCI Communication Corp., as Lessee, dated effective as of May 1, 2021. The Lease relates to the following described "Premises":

Lot 9 and a portion of Lot 7 Block 139 according to the 1905 Nome Townsite Plat as amended, for a total of approximately 31,309 square feet of space

as shown on the Attached Exhibit A.

2. Term. The Lease's term is five (5) years, and shall be automatically renewed for four (4) five (5) year renewal periods unless Lessee elects to terminate the lease by providing Lessor written notice of its intent to terminate at least thirty (30) days prior to the expiration of the then-current term.
3. Purpose. The purpose of the Lease is to provide Lessee with the use of the Premises for telecommunication purposes, related equipment and support structures.
4. Incorporation of Lease. This Memorandum is for informational purposes only and nothing contained in this Memorandum shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated in this Memorandum by reference. This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.
5. Binding Effect. The rights and obligations set forth in this Memorandum shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, personal representatives, successors, and assigns.
6. Authority. Lessor and Lessee represent and warrant to each other that they have full right, power, and authority to enter into this Memorandum of Lease without the consent or approval of any other entity or person and make these representations knowing that the other party will rely thereon. The signatories on behalf of Lessor and Lessee further represent and warrant that they have full right, power, and authority to act for and on behalf of Lessor and Lessee in entering into this Memorandum of Lease.

Dated as of \_\_\_\_\_, 2021.

Lessee: GCI Communication Corp.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF ALASKA )  
 )  
 ) SS.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging) (state or place of incorporation) corporation, on behalf of the corporation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Lessor: City of Nome

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF ALASKA                                 )  
  )  
THIRD JUDICIAL DISTRICT                    )       ss.

The foregoing instrument was acknowledged before me this (date) by (name of person who acknowledged).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**1<sup>st</sup> Reading :** June 14, 2021

**2<sup>nd</sup> Reading:** June 28, 2021

**Presented by:**

City Manager

**Action Taken:**

Yes \_\_\_\_\_

No \_\_\_\_\_

Abstain \_\_\_\_\_

**CITY OF NOME, ALASKA  
ORDINANCE NO. O-21-06-08**

**AN EXTENSION OF A LOCAL EMERGENCY AUTHORIZING THE NOME COMMON  
COUNCIL TO DIRECT THE CITY MANAGER TAKE NECESSARY ACTIONS TO  
REDUCE THE IMPACT AND SPREAD OF COVID-19 THROUGHOUT THE CITY OF  
NOME**

**WHEREAS**, on March 17, 2020 the Nome Common Council adopted Emergency Ordinance O-20-07, authorizing the City Manager to take necessary actions to reduce the impact and spread of Covid-19 in the City of Nome; and,

**WHEREAS**, on May 15, 2020 the Nome Common Council adopted Emergency Ordinance O-20-05-03, extending the previous authorization of the City Manager to take necessary actions to reduce the impact and spread of Covid-19 in the City of Nome; and

**WHEREAS**, on July 13, 2020 the Nome Common Council adopted Emergency Ordinance O-21-07-01, extending the previous authorization of the City Manager to take necessary actions to reduce the impact and spread of Covid-19 in the City of Nome; and

**WHEREAS**, on July 29, 2020 the Nome Common Council adopted Ordinance No. O-21-07-02 extending the previous authorization of the City Manager to take necessary actions to reduce the impact and spread of Covid-19 in the City of Nome; and

**WHEREAS**, the City of Nome Emergency Operations Plan (“EOP”), approved by Resolution No. R-11-09-05, recognizes that for emergency management organization in disaster emergencies may require the City to operate in a manner different from normal, day-to-day routines; and,

**WHEREAS**, the EOP provides guidance for preparedness, protection, response and recovery from emergencies that occur in or near the community of Nome, said Plan has been activated, and the City Manager is designated as Incident Commander (“IC”) to operate under a Unified Command (“UC”) structure; and,

**WHEREAS**, the IC is currently convening the UC on a regular basis, allowing for coordination of resources and responses, and the collective input of existing local government, agencies and resources and selected volunteer and private resources within the City to develop and implement the City's response and management of this disaster;

**WHEREAS**, the current vaccination rate of Nome citizens under the age of 40 is fifty-five percent (55%) which is below a recommended target rate of seventy per cent (70%) and;

**WHEREAS**, the Norton Sound Regional Health Corporation has recommended the current declaration of emergency be extended and;

**WHEREAS**, the infection rate for COVID-19 among Nome residents since the beginning of the pandemic is approximately four per cent (4%) which is less than half the state-wide infection rate in Alaska which can be attributed to the continuing vigilance and implementation of public health safety measures as authorized by ordinance and;

**WHEREAS**, the Nome Common Council finds to provide for timely response to situational development, it is prudent and in the best interest of the citizens of Nome to extend the authorization of emergency authority it granted to the City Manager through O-21-10-01 through September 30, 2021.

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

**SECTION 1. Classification.** This is a non-Code temporary ordinance.

**SECTION 2. Legislative Findings and Declaration of Emergency.** The council adopts by reference the Whereas clauses contained in Emergency Ordinances O-20-07 , O-20-05-03, O-21-07-01, Ordinance O-21-07-02 and O-21-10-01 and declares that the coronavirus threat and impact are and remain a public health emergency.

**SECTION 3. Authorization of Emergency Authority.**

1. In addition to any other powers conferred on the Nome Common Council by law, in order to prepare and position city resources in order to reduce the impact and spread of the coronavirus, the Nome Common Council acting through the City Manager and subject to subsequent Council ratification as set forth in Section 3 below is authorized to:

(a) Suspend the provisions of any regulatory ordinance prescribing procedures for the conduct of City business, or the orders or regulations of any City department, if compliance with the provisions of the statute, order, or regulation would prevent, substantially impede, or delay action necessary to cope with the emergency;

(b) Use all the resources of City government as reasonably necessary to cope with the emergency;

(c) Transfer personnel or alter the functions of City departments for the purpose of performing or facilitating the performance of emergency management;

(d) Control ingress to and egress from an affected area, the movement of persons within the area, and the occupancy of premises in it.

2. At all times when orders made and promulgated pursuant to this declaration of emergency shall be in effect, they shall supersede all existing ordinances, orders, rules, and regulations insofar as the latter may be inconsistent therewith.

3. The City Manager shall report to the City Council at the next meeting, whether it be regularly scheduled or a special session, on actions taken, under authority conferred in section 1 above, that were found necessary and prudent to address this emergency, including those which were promulgated by Emergency Order or Mandate. The City Council may by motion ratify or vacate any or all actions or provide direction to the City Manager for rescinding or amendment.

4. Should the City Manager become unable to fulfill these duties, the order of succession for acting as City Manager shall be the Nome Joint Utility Manager, and then City Clerk.

5. Enforcement: Violation of any order made and promulgated by the city manager pursuant to this declaration of emergency shall be a minor offense subject to a penalty of five hundred dollars per offense plus the state surcharge required by AS 12.55.039 and 29.25.074.

**SECTION 4. Effective Date.** This ordinance is effective upon adoption and expires on midnight September 30, 2021 unless otherwise rescinded or extended by the Nome Common Council.

**APPROVED and SIGNED** the 28<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
John Handeland  
Mayor

ATTEST:

\_\_\_\_\_  
Bryant Hammond  
City Clerk

**Presented By.**  
Finance Director

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

**CITY OF NOME, ALASKA**

**RESOLUTION NO. R-21-06-03**

**A RESOLUTION APPROVING THE CITY OF NOME'S FY 2022 SCHEDULE OF RENTAL AND USE FEES AND FINES**

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

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

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

**WHEREAS**, on June 14, 2021, the Council approved the FY 2022 General Fund Budget, which was based in part on the attached Schedule of Rental and Use Fees and Fines;

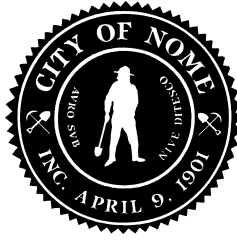
**NOW, THEREFORE, BE IT RESOLVED** that the Nome City Council hereby approves the City of Nome's FY 2022 Schedule of Rental and Use Fees and Fines.

**APPROVED** and **SIGNED** this 28<sup>th</sup> day of June, 2021.

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

**ATTEST:**

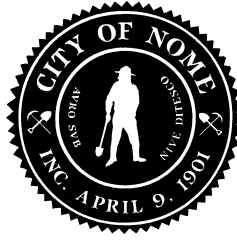
\_\_\_\_\_  
**BRYANT HAMMOND,**  
City Clerk



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

R-21-06-03 Approved by the Nome Common Council on June 28, 2021

Effective as of July 1, 2021

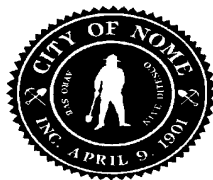


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Richard Foster Building	30





## Schedule of Rental & Use Fees and Fines as of July 1, 2021

### Administrative Fees - All Departments

102 Division Street, PO Box 281, Nome, Alaska 99762

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

Sales tax for July and August 2021 is 5% per O-21-05-02

Sales tax for September through to April is 5%

Sales tax for May and June 2022 is 7%

**Item:** Hours of Operation of each Department are listed at [www.nomealaska.org](http://www.nomealaska.org) **Fees:**

NSF Check Fee	\$	35.00
Copies: B/W per page (including microfilm)	\$	0.30
Copies: Color per page (including microfilm)	\$	0.55
Fax: Outgoing (first 5 pages)	\$	2.25
Fax: Outgoing (subsequent pages) per page	\$	0.50
Fax: Incoming (first 5 pages)	\$	2.25
Fax: Incoming (subsequent pages) per page	\$	0.50
Document Scan with Email to Customer per page	\$	0.50

### **Notes:**

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



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

### Animal Control (443-5262)

102 Greg Kruschek Avenue, Nome, Alaska 99762

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

### Note:

Fees/Penalties/Fines are exempt from sales tax



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

### Animal Control (443-5262)

102 Greg Kruschek Avenue, Nome, Alaska 99762

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

### Note:

Fees/Penalties/Fines are exempt from sales tax



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

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

Belmont, Nome, AK 99762

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

#### Cemetery Fees

##### Burial Plots:

Standard/Adult	\$	100.00
Child	\$	50.00
Cremains	\$	25.00

##### Summer Grave Opening/Closing (May - October):

(Mondays to Fridays during normal business hours)

Standard/Adult	\$	400.00
Child	\$	200.00
Cremains	\$	100.00

(Saturdays and Sundays during normal business hours)

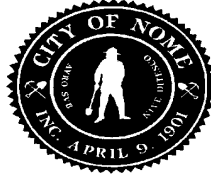
Standard/Adult	\$	800.00
Child	\$	400.00
Cremains	\$	200.00

Winter Grave Opening/Closing (November - April)

Unavailable

#### Notes:

- 1) Opening and closing of graves are not available on holidays
  - 2) Cost of grave opening/closing covers up to 6 hours. If grave preparation exceeds 6 hours, an additional cost of \$100.00 per hour will be charged
  - 3) Fees are exempt from sales tax
-



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

### Building Inspector (443-6604)

102 Division Street, Nome, Alaska 99762

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

### NCC Ordinance Numbers

### Item:

### Fees/Penalties/Fines:

5.10.080 Building Permit Fees (based on total valuation)

Set by Building Inspector

Total Valuation		
5.10.080	\$1.00 to \$500.00	\$ 23.50
5.10.080	\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$1,000.00, or fraction thereof, to and including \$2,000.00
5.10.080	\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
5.10.080	\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
5.10.080	\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
5.10.080	\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
5.10.080	\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
5.10.080	\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof

5.10.080	Remodeling Fee		Set by Building Inspector
5.10.080	Electrical/Mechanical Permit Fee		75.00
5.10.080	Demolition Permit		Set by Building Inspector
5.10.080	Moving Permit (May require ADOT permit)	\$	25.00
5.10.080	Fill/Excavation Permit	\$	25.00
5.10.080	Inspections per hour	\$	47.00
5.10.080	Reinspection Fee per hour	\$	47.00
5.10.080	Additional Plan Review required by changes per hour	\$	47.00
5.10.080	Outside consultants for plan checking and inspections, or both		Actual costs
5.40.060	Failure to register vacant property	\$	100.00
5.40.080	Vacant Structure Registration Fee (per structure)	\$	25.00
5.40.090	Failure to keep information current	\$	50.00
5.40.100	Failure to maintain or secure property	\$	100.00
5.40.110	Monitoring of Structure Fee (monthly)	\$	50.00
5.40.115	Open Structure Securing Fee	\$	50.00 or actual costs in securing, whichever is higher

### Note:

Fees/Penalties/Fines are exempt from sales tax.



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

### Building Inspector (443-6604)

102 Division Street, Nome, Alaska 99762

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

### NCC Ordinance Numbers

### Item:

### Fees/ Penalties/Fines:

Performance Deposit (refundable) - Fill within the Right of Way	\$	250.00
Floodplain Development Permit		No charge
Excavation	\$	25.00
Performance Deposit (refundable) - Asphalt	\$	500.00
Performance Deposit (refundable) - Concrete	\$	500.00
Performance Deposit (refundable) - Sewer and Water Laterals	\$	250.00
Variance Application Fee - Regular Meeting	\$	200.00
Variance Application Fee - Special Meeting	\$	300.00
Conditional Use Permit Fee - Regular Meeting	\$	200.00
Conditional Use Permit Fee - Special Meeting	\$	300.00
Minor offense fine schedule		Refer to NCO 1.20.040

### Note:

Fees/Penalties/Fines are exempt from sales tax.



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

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

100 W. 7th Avenue, Nome, AK 99762

Hours of Operation: Monday to Thursday 12:00 pm to 7:00 pm; Friday to Saturday 12:00 pm to 6:00 pm

Hours of Operation: Monday to Thursday: 12:00 pm to 7:00 pm; Friday and Saturday: 12 pm to 6:00 pm

#### Item:

#### Daily Admission

	<u>Resident</u>	<u>Fees:</u>	<u>Non-Resident</u>
Adult admission (19-54 yrs)	Free	\$	4.00
Youth admission (5-18 yrs)	Free	\$	3.00
Senior admission (55 yrs and above)	Free	\$	3.00

#### Fees:

#### Annual Membership

Individual	\$	40.00
Couple	\$	70.00
Family (2 adults with children under 18 yrs)	\$	90.00

*(Contact museum staff for more information)*

#### Group Tours

*(Contact museum staff for more information)*

#### Historical Photographs:

		<u>Black &amp; White</u>
5" x 7"	\$	15.00
8" x 10"	\$	18.00
11" x 24"	\$	30.00
16" x 20"	\$	57.00

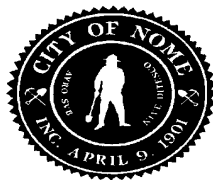
#### Staff Research:

First thirty (30) minutes	Free
Thirty minutes to five (5) hours	\$50 / hour
Over five (5) hours	\$60 / hour

Photocopies of Historical Documents per page	\$	2.25
Digital Photographs for Publication per copy	\$	35.00
Shipping Fee	\$	10.00
USACE Archaeological Review of excavation & fill permits	\$50 / hour	

#### Note:

Fees are subject to sales tax



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

### City Clerk's Office (443-6663)

102 Division Street, Nome, Alaska 99762

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

NCC Ordinance Numbers	Item:	Fees:	
	Sales Tax License:		
17.10.060(d)	New	\$	.00
17.10.060(d)	Renew (Annual)	\$	.00
17.30.030(a)	Bed Tax License (One Time Fee)	\$	15.00
3.35.010(b)	Pull Tab License (Annual)	\$	100.00
10.10.030(c)	Health Certificate (Annual)	\$	10.00
17.10.175(b)	Resale Certificate (Annual)	\$	150.00
	Chauffeur License:		
3.10.025(f)	New	\$	50.00
3.10.040(a)	Renew (Annual)	\$	50.00
3.10.040(c)	Late Fee (Additional)	\$	25.00
3.10.095(a)(1)	Taxi License (Annual)	\$	100.00
	Transient Merchant License:		
3.15.030(a)	April - January per day	\$	5.00
3.15.030(a)	February - March per day	\$	250.00
17.10.100(c)	Late filing fee for monthly zero sales tax return	\$	25.00
	Notary Services	\$	5.00
	Election Candidate Fee	\$	20.00
	Film License Application - Flat Fee	\$	335.48

### **Note:**

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





## Schedule of Rental & Use Fees and Fines as of July 1, 2021

### Emergency Services

#### EMS/Ambulance (443-5262)

102 Greg Kruschek Avenue, Nome, Alaska 99762

NCC Ordinance Numbers	Item:		Fees:
2.40.160	Ambulance Transport (BLS)	\$	675.00
2.40.160	Advanced Life Support (ALS)	\$	725.00
2.40.160	Ambulance Transport: Per Mile (Calculated while patient is in Ambulance)	\$	15.00
	BLS CPR class	\$	100.00
	Medic First Aid class	\$	60.00

#### Fire (443-5262)

500 Bering Street, Nome, AK 99762

	Item:		Fees:
O-88-6-3	False Alarm Fees (Within a one-month period)		
	First false alarm	\$	-
	Second false alarm	\$	-
	Third false alarm	\$	100.00
	Fourth false alarm and each one thereafter - Each	\$	200.00

#### Note:

1) Fees for classes are subject to sales tax



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

### Engineering Office (443-6663)

102 Division Street, Nome, Alaska 99762

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

#### Item:

#### Fees:

	<u>A Size</u> 8.5" x 11"		<u>B Size</u> 11" x 17"	
Standard Plots -Each	\$	7.00	\$	7.00
Plot Plans - Each	\$	7.00	\$	7.00
Custom Plots	\$55.00 per hour plus \$7.00 per linear foot			
	<u>C Size</u> 17" x 22"		<u>D Size</u> 22" x 34"	
Standard Plots -Each	\$	10.00	\$	15.00
Plot Plans - Each	\$	10.00	\$	15.00
Custom Plots	\$55.00 per hour plus \$7.00 per linear foot			
	<u>D-Extended</u> 22" x 70"			
Standard Plots -Each	\$	35.00		
Plot Plans - Each	\$	35.00		
Custom Plots	\$55.00 per hour plus \$7.00 per linear foot			
Standardized Digital Data				
CD with all maps	\$	85.00		
Zip disk or CD with specific map	\$	50.00		

Standard Plots:

Drawings plotted and stocked regularly by the City of Nome, such as street and block maps.

Custom Plots:

Drawings not stocked regularly by the City of Nome, but are custom-made for a specific project or purpose.

Plot Plans:

A or B sized plans of any lot in the City of Nome produced for any purpose.

Standardized Digital Data:

City of Nome electronic maps in .DWG format.

#### Note:

Fees are subject to sales tax



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

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

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

Hours of Operation: Monday to Thursday: 12:00 pm to 7:00 pm; Friday and Saturday: 12 pm to 6:00 pm

#### **Item:**

#### **Fees:**

Overdue Books:	\$0.10/day	\$10.00 max.
Overdue Movies:	\$1.25/day	\$30.00 max.
Lost or Damaged Books or Movies:	Replacement Cost, plus \$2.50 processing fee	
Interlibrary Loan:	\$2.25/each	
Copies of Historical Documents:	\$2.25/page	
Temporary Library Card	\$20.00/6-month	

#### **Note:**

Copies fees are subject to sales tax

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## Schedule of Rental & Use Fees and Fines as of July 1, 2021

**Mini Convention Center (443-2911)**  
405 River Street, Nome, Alaska 99762

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

**Notes:**

- 1) Contact the Clerk's Office for reservation of facility.
- 2) Please be sure to include the additional time needed for Set-Up and Take-Down in your reservation request.
- 3) Rental and Deposit fees are payable in advance. Fees except deposit fee are subject to sales tax.
- 4) Sound System Deposit is in addition to the facility deposit.
- 5) Deposit refund is conditional upon satisfactory clean up of facility per checklist.
- 6) Cleaning and/or damage fee will be assessed if facility is left unclean or damaged.



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

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

102 Division Street, Nome, Alaska 99762

Landfill Hours of Operation: Monday, Wednesday & Saturday 9:00 am to 4:00 pm

Monofill Key Sign-Out at City Hall: Monday to Friday 9:00 am to 4:30 pm

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

### Notes:

- 1) Fees are subject to sales tax.
- 2) Access to the site is controlled by locked gates at the main road and at the monofill. Keys for the site are strictly controlled.
- 3) Control of wastes delivered to the site is accomplished by requiring the user to sign the "Disposal Agreement" at City Hall.
- 4) Random inspection of deposited wastes can be made at any time. A violation of the agreement may cause the user to be responsible for all costs associated with the removal, remediation, and final disposal of unacceptable waste.



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

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

102 Division Street, Nome, Alaska 99762

Landfill Hours of Operation: Monday, Wednesday & Saturday 9:00 am to 4:00 pm

Monofill Key Sign-Out at City Hall: Monday to Friday 9:00 am to 4:30 pm

Item:	Monofill Fees		Landfill Fees	
	MP 2.5 Center Creek Road		MP 3 Kougarok Highway	
Asbestos (friable & non-friable)	Not Accepted		Accepted	
<b>Plus \$50/ one-half hour (min.) handling fee</b>				
0-500# per cubic yard		\$		225.00
501-1000# per cubic yard		\$		190.00
1001 - 1500# per cubic yard		\$		165.00
1501 - 2000# per cubic yard		\$		140.00
2001# > per cubic yard		\$		135.00
Late Return of Key (daily fee)	\$	25.00	\$	25.00

### Notes:

- 1) Fees are subject to sales tax.
- 2) Access to the site is controlled by locked gates at the main road and at the monofill. Keys for the site are strictly controlled.
- 3) Control of wastes delivered to the site is accomplished by requiring the user to sign the "Disposal Agreement" at City Hall.
- 4) Random inspection of deposited wastes can be made at any time. A violation of the agreement may cause the user to be responsible for all costs associated with the removal, remediation, and final disposal of unacceptable waste.



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

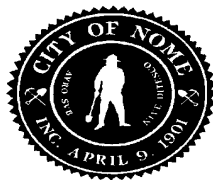
### Old St. Joe's (443-7856)

407 Bering Street, Nome, Alaska 99762

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

### Notes:

- 1) Contact the Clerk's Office for reservation of facility.
- 2) Please be sure to include the additional time needed for Set-Up and Take-Down in your reservation request.
- 3) Rental and Deposit fees are payable in advance. Fees except deposit fee are subject to sales tax.
- 4) Sound System Deposit is in addition to the facility deposit.
- 5) Deposit refund is conditional upon satisfactory clean up of facility per checklist.
- 6) Cleaning and/or damage fee will be assessed if facility is left unclean or damaged.



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

### Parks & Recreation

#### Golden Strike Bowling Alley

208 E. 6th Avenue, Nome, Alaska 99762

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

Item:	Fees:	
Game	\$	5.00
Shoe Rental	\$	3.00
Lane Rental (per lane/hour)	\$	35.00
League Bowling	Call For Rates	
Dining Area Rental (per hour)	\$	60.00
Security Deposit	\$	100.00
<b>Rental Items</b>		
*Old Tables	\$	6.00
*New Tables	\$	12.00
*Chairs	\$	3.00
*3-Section Warmer	\$	27.00
Security Deposit	\$	200.00

#### Notes:

- 1) Rental and Deposit fees are payable in advance. Sales tax is included in the fees.
  - 2) Please be sure to include the additional time needed for Set-Up and Take-Down in your facility reservation request.
  - 3) Cleaning and/or damage fee will be assessed if rooms are left unclean or damaged.
  - 4) The NRC reserves the right to pre-empt days with facility rentals/closures.
- \* Reflects rental per item for 2 Full Days. Each extra day is 20% of fee.





## Schedule of Rental & Use Fees and Fines as of July 1, 2021

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### **Nome Campground**

1.1 mile Greg Kruschek Avenue, Nome, Alaska 99762

#### **Item:**

#### **Fees:**

Camping permit fee per day (Maximum rental period is 6 days)	\$	20.00
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#### **Notes:**

- 1) All fees are payable in advance. Sales tax is included in the fees.
  - 2) Camping permit can be purchased at the Nome Recreation Center
  - 3) Renewal is conditional upon satisfactory clean-up of site per checklist.
  - 4) Cleaning and/or damage fee will be assessed if site is left unclean or damaged.
-



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

### Nome Recreation Center (443-5432)

208 E. 6th Avenue, Nome, Alaska 99762

Hours of Operation:

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

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

#### Item:

#### Fees:

		<u>Youth</u> 2 - 18 Years		<u>Senior</u> 55 Year & Up
Admission				
Daily	\$	6.00	\$	6.00
15-Visit Pass	\$	85.00	\$	85.00
30-Visit Pass	\$	160.00	\$	160.00
1-Month Membership	\$	70.00	\$	70.00
Yearly Membership	\$	450.00	\$	450.00

		<u>Adults</u> 19 - 54 Years		<u>Family</u> 2 Adults/2 Youth
Admission				
Daily	\$	7.00	\$	26.00
15-Visit Pass	\$	100.00	\$	300.00
30-Visit Pass	\$	190.00	\$	590.00
1-Month Membership	\$	80.00	\$	280.00
Yearly Membership	\$	650.00	\$	1,720.00

#### Fees:

Locker Rentals		
Year	\$	80.00
Month	\$	60.00
Day	\$	3.00
Towel Rental	\$	2.00
Lost Towel	\$	5.00
Gatorade/Vitamin Water	\$	3.00
Gymnasium (Full Court)		
8am - 5pm/Per Hour	\$	120.00
5pm - 10pm/Per Hour	\$	150.00
Multi-Purpose Room		
8am - 5pm/Per Hour	\$	75.00
5pm - 10pm/Per Hour	\$	90.00
Climbing Wall Room		
8am - 5pm/Per Hour	\$	50.00
5pm - 10pm/Per Hour	\$	50.00

#### Notes:

- 1) All fees are payable in advance. Sales tax is included in the fees.
- 2) All Visit Pass expire one year from date of purchase.
- 3) Visit Pass provides unlimited use of the NRC on a daily basis and includes use of the entire facility with the exception of bowling, special events, league sports, or structured NRC activities.
- 4) Facility includes Multi-purpose Room, Climbing Wall, and Racquetball Rooms
- 5) The NRC reserves the right to pre-empt days with facility rentals/closures.



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

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

208 E. 6th Avenue, Nome, Alaska 99762

Hours of Operation:

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

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

#### **Item:**

#### **Fees:**

#### **\*Facility**

8am - 5pm/Per Hour	\$	135.00
5pm - 10pm/Per Hour	\$	165.00
Plus Kitchen/Dining Area Add-on Per Hour	\$	55.00
All day (8 Hours Plus) Per Day	\$	1,100.00
Plus Kitchen/Dining Area Add-on Per Day	\$	1,320.00
Plus Area Add-on Per Day	\$	220.00

Security Deposit	\$	200.00
------------------	----	--------

#### **Notes:**

- 1) All fees are payable in advance. Sales tax is included in the fees.
  - 2) Please be sure to include the additional time needed for Set-Up and Take-Down in your facility reservation request.
  - 3) Cleaning and/or damage fee will be assessed if rooms are left unclean or damaged.
  - 4) Visit Pass provides unlimited use of the NRC on a daily basis and includes use of the entire facility with the exception of bowling, special events, league sports, or structured NRC activities.
  - 5) All Visit Pass expire one year from date of purchase.
  - 6) The NRC reserves the right to pre-empt days with facility rentals/closures.
- Facility includes Multi-purpose Room, Climbing Wall, and Racquetball Rooms
-



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

### Nome Swimming Pool

3.5 Mile Nome-Teller Highway, Nome, Alaska 99762

Hours of Operation:

Tuesday 11:45 am to 1:15 pm Lunch Laps

Wednesday 5:00 pm to 6:30 pm PM Laps; 6:30 pm to 8:00 pm Open Swim

Thursday 11:45 am to 1:15 pm Lunch Laps

Friday 6:00 am to 7:30 am AM Laps

Saturday 8:30 am to 10:00 am Laps

### Item:

### Fees:

		<u>Youth (2 -18 Years)</u>		<u>Senior (55 Year &amp; up)</u>
Daily	\$	6.00	\$	6.00
15-Visit Pass	\$	82.00	\$	82.00
30-Visit Pass	\$	160.00	\$	160.00

		<u>Adults (19 - 54 Years)</u>		<u>Family (2 Adults/2 Youths)</u>
Daily	\$	7.00	\$	20.00
15-Visit Pass	\$	90.00	\$	200.00
30-Visit Pass	\$	165.00	\$	360.00

### Fees:

Pool Rental - Public		
1 - 24 Swimmers Per Hour	\$	85.00
25-48 Swimmers Per Hour	\$	110.00

Pool Rental - School/Education		
1 - 24 Swimmers Per Hour	\$	80.00
25-48 Swimmers Per Hour	\$	100.00

Locker Rentals		
Yearly	\$	55.00
Monthly	\$	16.00
Daily	\$	2.00

### Notes:

- 1) Rental and Deposit fees are payable in advance. Sales tax is included in the fees.
- 2) The Pool reserves the right to pre-empt days with facility rentals/closures.



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

### Police Department (443-5262)

102 Greg Kruschek Avenue, Nome, Alaska 99762

Item:	Fees:	Room
Finger Printing - single card	\$ 20.00	
Finger Printing - second card	\$ 15.00	
Photographs	\$ 6.00	
Copies of Case Report - Up to 25 Pages	\$ 15.00	
Case Report Over 25 Pages - Per Additional Page	\$ 0.30	
Case Report with Photos/CD	\$ 25.00	
Alarm monitor user fee per device - monthly (per O-88-6-3)	\$ 50.00	
Civil Service Charge	\$ 50.00	
Criminal Background Investigation	\$ 25.00	
Towing Fee	\$50 plus actual costs	
Impound Fee per day	\$ 10.00	
Storage Fee per day	\$ 15.00	
Public Safety Conference Room (#109)	\$ 150.00	\$ 100.00
Public Safety Training/EOC Room (#103)	\$ 200.00	\$ 250.00
Minor offense fine schedule	Refer to NCO 1.20.040	

### Notes:

- 1) Contact the Clerk's Office for reservation of conference and training rooms.
- 2) Fees are subject to sales tax. Rental and Deposit fees are payable in advance.
- 3) Please be sure to include the additional time needed for Set-Up and Take-Down in your reservation request.
- 4) Deposit refund is conditional upon satisfactory clean up of facility per checklist.
- 6) Cleaning and/or damage fee will be assessed if facility is left unclean or damaged.



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

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### Public Works Equipment Rental

500 Bering Street, Nome, Alaska 99762

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

### Notes:

- 1) Equipment rates do not include the cost of an operator.
  - 2) Labor costs are in addition to the equipment rates. See Port tariff for labor charge out rates.
  - 2) Minimum rental is one hour.
  - 4) Sales tax will be added to equipment rental fees.
-



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

### Port of Nome (443-6619)

307 Belmont Street, Nome, Alaska 99762

Hours of Operation:

Summer (May 1 to November 15) Monday to Friday 8:00 am to 5:00 pm

Winter (November 16 to April 30) Closed

### Item:

### Fees:

#### 05.010 Dockage Rates

##### Vessels - Daily Rate

<200 ft in length - per foot	\$	1.35
>200 ft in length - per foot	\$	2.07
Vessels anchored within the breakwaters (outer harbor)	\$	0.68

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

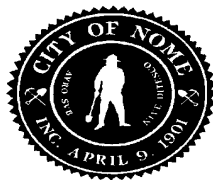
#### (1) Inner Harbor - Vessels:

	Seasonal*
32 ft and under	\$ 879.44
Over 32 ft to 52 ft	15%
Over 52 ft to 72 ft	25%
Over 72 ft to 92 ft	35%
Over 92 ft to 125 ft	45%
Over 125 ft to 175 ft	55%
Over 175 ft	65%

### Notes:

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

\*\*See Section 02.010(d) referencing Berthing



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

### Port of Nome (443-6619)

307 Belmont Street, Nome, Alaska 99762

Hours of Operation:

Summer (May 1 to November 15) Monday to Friday 8:00 am to 5:00 pm

Winter (November 16 to April 30) Closed

### Item:

### 05.010 Dockage Rates

### Fees:

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

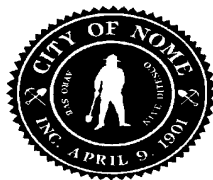
#### Vessels:

	Winter	Summer
32 ft and under	\$ 587.09	\$ 469.67
Over 32 ft to 42 ft	\$ 881.19	\$ 704.50
Over 42 ft to 52 ft	\$ 1,174.17	\$ 939.34
Over 52 ft to 62 ft	\$ 1,761.26	\$ 1,409.01
Over 62 ft to 72 ft	\$ 2,348.35	\$ 1,878.68
Over 72 ft to 92 ft	\$ 3,287.68	\$ 2,583.18
Over 92 ft to 125 ft	\$ 5,283.78	\$ 3,874.77
Over 125 ft to 175 ft	\$ 8,454.05	\$ 6,200.75
Over 175 ft	\$ 13,106.01	\$ 9,611.44

### Notes:

- 1) Snake River Docking Permit is 1/2 the rate. Please apply to the Harbormaster.
- 2) Please refer to Port Tariff No. 15 for details.
- 3) Fees are subject to sales tax.
- 4) Administration fee of 20% charged on all issues that require administrative services to process and handle
- 5) All foreign and domestic banking transaction fees incurred when making payments will be the responsibility of all users





## Schedule of Rental & Use Fees and Fines as of July 1, 2021

### Port of Nome (443-6619)

307 Belmont Street, Nome, Alaska 99762

Hours of Operation:

Summer (May 1 to November 15) Monday to Friday 8:00 am to 5:00 pm

Winter (November 16 to April 30) Closed

### Item:

### Fees:

#### 05.020 Wharfage Rates

##### Bulk Liquid Products

Inbound Only Per Gallon	\$	0.040
Outbound Only Per Gallon	\$	0.025
Over-side Only Per Gallon**	\$	0.013
Inter-Facility Transfer Per Gallon	\$	0.040

##### Dry Commodities, Scientific Equip, ISO Tanks, & Co Gear (Excludes Rock, Sand, & Gravel)

Inbound/Outbound Per Ton	\$	12.92
Over-side Cargo Per Ton	\$	6.49
Over-stow Cargo (Outbound) Per Ton*	\$	6.49
Inter-Facility Transfer Per Ton	\$	9.73

##### Rock, Sand, & Gravel

2,000 Tons or under per Barge Load per Ton	\$	2.86
Over 2,000 Tons per Barge Load per Ton	\$	2.19
Over 40,000 Tons per Project per Ton	\$	1.85

Project Cargo in excess of 2,000 Tons in one shipment for one consignee to be consumed in one project 75% of Published Rate

Empty Containers, bottles or tanks, that are non-revenue cargo, being shipped in or out for re-fill of product only No Charge

Ship's gear, ship's stores, and shore-side cargo handling equipment (as defined) No Charge

### Notes:

\* Overstow rate based on qualifying cargo in which full wharfage is being paid for inbound movement, and is destined to points beyond Nome

\*\* Refer to Port Tariff No. 15 Section 03.050 and 03.080 for restrictions

1) Please refer to Port Tariff No. 15 for details.

2) Fees are subject to sales tax.

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

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

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



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

### Port of Nome (443-6619)

307 Belmont Street, Nome, Alaska 99762

Hours of Operation:

Summer (May 1 to November 15) Monday to Friday 8:00 am to 5:00 pm

Winter (November 16 to April 30) Closed

Item:		Fees:
<b>05.030 Terminal Storage Rates</b>		
For Open Storage on uplands east and west of the Snake River (except Causeway) per s.f. per week	\$	0.07
For Open Storage on Causeway road or docks per s.f. per week	\$	0.09
Secured Storage (Palletized or exceeds 50#) per day	\$	20.13
<b>05.035 Amenities &amp; Other Charges</b>		
Line Handling - Ships over 300' (tie up & throw-off) per visit*	\$	1,565.56
Line Handling - Ships under 300' (tie up & throw-off) per visit*	\$	782.77
Dump Truck/Refuse (Ships over 300') Unregulated Refuse per Load	\$	475.77
Potable Water		
First 1,000 gallons - Flat Fee*	\$	203.52
1,001 - 9,999 gallons - Per Gallon	\$	0.07
10,000 gallons and above - Per Gallon	\$	0.04
Garbage Dumpster Fee per Visit	\$	48.09
Security Fee (Foreign Flagged and/or Passenger Vessels) per 12 hour shift* (Vessels that overnight require 2 Security Shifts)	\$	2,035.23
Used Oil per 55 gallon drum (or any portion thereof)*	\$	2,634.62
Emergency Services Stand By		
First Hour	\$	1,850.21
Each Additional Hour	\$	1,233.14

### Notes:

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

- 1) Please refer to Port Tariff No. 15 for details.
- 2) Fees are subject to sales tax.
- 3) Administration fee of 20% charged on all issues that require administrative services to process and handle
- 4) NSF fee of \$35 charged on all bounced checks and collection fees will be assessed on outstanding accounts
- 5) All foreign and domestic banking transaction fees incurred when making payments will be the responsibility of all users and will be charged to the applicable user account



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

### Port of Nome (443-6619)

307 Belmont Street, Nome, Alaska 99762

Hours of Operation:

Summer (May 1 to November 15) Monday to Friday 8:00 am to 5:00 pm

Winter (November 16 to April 30) Closed

### Item:

### Fees:

#### Personnel Labor Rates

Regular/Straight Time per Hour	\$	105.73
Over Time per hour	\$	163.67
Holiday Time per hour	\$	294.81
After Hours Call Out per hour	\$	323.28
Stand by per hour	\$	323.28

Trailer Parking Fee (ice-free season)

Refer to rates shown in Section 05.030(a) Terminal Storage Rates

Smart Ash Burner Operation (burning used absorbents) per hour	\$	136.43
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Gangway or Brow Rental per day*	\$	169.98
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Rubber Tire Fendering per day*	\$	169.98
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#### Vessel Assist - 28' Guardian

After Hours - Flat Rate	\$	1,017.61
Regular Hours - Flat Rate	\$	298.58
Plus Fuel Oil (1 hr minimum) per hour	\$	21.25
Plus Labor	See Personnel Labor Rates above	
18' Skiff (1 hr minimum) per hour	\$	33.55

Film License Application - Flat Fee	\$	335.48
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### Notes:

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

- 1) Please refer to Port Tariff No. 15 for details.
- 2) Fees are subject to sales tax.
- 3) Administration fee of 20% charged on all issues that require administrative services to process and handle
- 4) NSF fee of \$35 charged on all bounced checks and collection fees will be assessed on outstanding accounts
- 5) All foreign and domestic banking transaction fees incurred when making payments will be the responsibility of all users and will be charged to the applicable user account



## Schedule of Rental & Use Fees and Fines as of July 1, 2021

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### Richard Foster Building

100 W. 7th Avenue, Nome, AK 99762

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

### Notes:

- 1) Contact the Clerk's Office for reservation of facility.
  - 2) Fees are subject to sales tax. Rental and Deposit fees are payable in advance.
  - 3) Please be sure to include the additional time needed for Set-Up and Take-Down in your reservation request.
  - 4) Deposit refund is conditional upon satisfactory clean up of facility per checklist.
  - 6) Cleaning and/or damage fee will be assessed if facility is left unclean or damaged.
-

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

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

**CITY OF NOME, ALASKA**

**RESOLUTION NO. R-21-06-04**

**A RESOLUTION APPROVING A CONTRACT WITH WINDWARD STRATEGIES FOR FEDERAL LOBBYING SERVICES FOR THE FISCAL YEAR 2022**

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

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

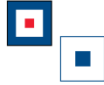
**NOW, THEREFORE, BE IT RESOLVED** that the Nome Common Council hereby approves of a contract for federal lobbying services with Windward Strategies for \$60,000 from July 1, 2021 through June 30, 2022.

**APPROVED** and **SIGNED** this 28<sup>th</sup> day of June, 2021

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

**ATTEST:**

\_\_\_\_\_  
**BRYANT HAMMOND,**  
Clerk



## WINDWARD STRATEGIES LLC

June 14, 2021

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

Re: Engagement Letter

Dear Glenn:

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

### Scope

Windward Strategies agrees to represent the City and Port of Nome as follows:

- Engaging with ACOE HQ and OMB officials to ensure the Arctic Deep Draft Port project continues to move forward with the Port of Nome as the regional priority;
- Supporting the Port of Nome's communications with the Alaska Congressional delegation;
- Exploring funding sources for the ADDP; and
- Other matters as identified by the City and Port of Nome.

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

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

202.841.5097

js@windstrat.com

### Cost

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

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

### Term

This contract will commence on July 1, 2021 and continue through June 30, 2022.

### Additional provisions

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

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

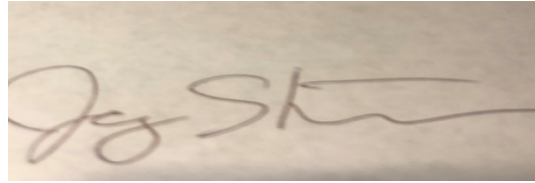
Either party may withdraw from this agreement without cause upon the provision of 30 days' notice to the other party.

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

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

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

Sincerely,

A photograph of a handwritten signature in dark ink on a light-colored surface. The signature appears to be "Jay Sterne" written in a cursive, flowing style.

Jay Sterne

### **ACCEPTANCE**

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

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

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



**Presented By.**  
City Manager

**Action Taken:**

Yes \_\_\_\_\_

No \_\_\_\_\_

Abstain \_\_\_\_\_

## **CITY OF NOME, ALASKA**

### **RESOLUTION NO. R-21-06-05**

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

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

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

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Nome Common Council authorizes the City Manager to enter into an agreement with the Chamber of Commerce to operate the Nome Convention and Visitors Bureau effective July 1, 2021.

**APPROVED** and **SIGNED** this 28<sup>th</sup> day of June, 2021.

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

**ATTEST:**

\_\_\_\_\_  
**BRYANT HAMMOND, Clerk**

## AGREEMENT FOR OPERATION OF NOME CONVENTION AND VISITORS CENTER

### Recitals:

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

**WHEREAS**, the City of Nome appropriated funds for operation of the Nome Convention and Visitors Bureau ("Visitors Center") in the FY09-FY21 municipal budgets and anticipates making future annual appropriations for operation of the Visitors Center and promotion of visitation to Nome.

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

### A. City of Nome Obligations.

Commencing July 1, 2021, City shall:

1. Subject to annual appropriation by the City Council, pay Chamber monthly payments of \$16,666.67 per month (\$200,000.00 per year) from the effective date of this agreement until June 30, 2022.
2. Continue to provide Chamber a non-exclusive revocable license for use of:
  - a. the name "Nome Convention and Visitors Bureau";
  - b. the address of P.O. Box 240 in Nome, so long as Chamber delivers to City any mail for City received at this address;
  - c. the phrase "There's no place like Nome.";
  - d. the "I [heart] Nome button design and logo;
  - e. all existing brochures/handouts, both print and electronic;
  - f. a month-to-month no cost lease on all furniture, fixtures and equipment, including "the musk ox" and other City owned exhibits at the Visitors Center. City may remove or utilize such item at any time in the future as City deems advisable upon giving reasonable notice to the Chamber.
  - g. Provide and pay for telephone/fax service at the Visitors Center.

3. Allow use of the Visitors Center by Chamber for rent of \$1 per year.
4. Provide a link from City's web site to the internet site established by Chamber.
5. Maintain the exterior of the Center including, but not limited to, sidewalk, stair, and mobility ramp snow removal; exterior painting; and structural integrity.
6. Provide and pay for utility service (heat, electricity, water and sewer) to the Visitors Center.

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

1. Commencing July 1, 2018, Chamber shall:
  - a. Operate the Visitors Center in accordance with the Nome Chamber of Commerce Visitors Center Goals for FY21 and the Nome Chamber of Commerce Visitors Center Budget for FY21, copies of which are attached hereto as Exhibits A and B (collectively "the Goals").
    - i) Operating hours shall be a minimum of five days a week during the winter season and 6 days a week in the summer (May 15 to October 15), with hours set to best meet visitor demand, but approximating a normal number of business hours (except for specific holidays to be agreed upon by City and Chamber).
    - ii) Additional hours of operation shall be added to the regular operation schedule for special events, including, but not limited to, the Iditarod Trail Sled Dog Race, and to accommodate the seasonal cruise ship schedule.
    - iii) Visitors Center shall be staffed with at least one paid employee during all operating hours.
  - b. Submit quarterly written reports to City detailing actions towards realization of the goals. Said reports shall include:
    - i) Number of inquiries responded to;
    - ii) Traffic counts at Visitors Center;
    - iii) Narrative description of visitor promotion activities for the previous quarter;

- iv) Planned visitor promotion activities for the current quarter;
- v) Current problems related to promotion of Nome as a visitor destination and proposed solutions.
- c. Coordinate the provision of Iditarod overflow housing;
- d. Maintain a community events calendar;
- e. Provide City with user rights in any and all promotional brochures and/or marketing materials and/or videos created by the Chamber or its contractors during the term of this Agreement;
- f. Provide and pay for internet service at the Visitors Center;
- g. Provide and pay for all interior maintenance of the Visitors Center, including, but not limited to, janitorial services;
- h. Provide public restroom services in the building to visitors to Nome;
- i. Keep interior of the Visitors Center in a clean and neat state which is comfortable for visitors;
- j. Ensure that excessive loitering by locals is prohibited on Visitors Center property;
- k. Post all materials to the Visitors Center website and Facebook page that City requests be posted;
- l. Attend all monthly City of Nome Department Head meetings unless excused;

C. Additional Obligations of Parties.

1. Term and Option to Renew. This Agreement shall commence July 1, 2021, and shall expire June 30, 2022, unless earlier terminated pursuant to Section C (2), below. This term may be extended for an additional one (1) year if both parties agree to such an extension.
2. Termination.
  - a. Either party may terminate this Agreement upon six (6) months prior written notice.

b. At termination or expiration of this Agreement, the Chamber shall provide City all documents and data files of Chamber related to its performance under this Agreement.

c. Upon expiration or termination of this Agreement, the Chamber shall surrender and deliver the Visitors Center to the City in as good condition as when received by the Chamber or as thereafter improved, excepting only: 1) ordinary wear and tear; 2) deterioration or functional obsolescence of improvements due to age; and 3) any defects objected to in a writing signed by the Chamber and delivered to the City prior to the Chamber's execution of this Agreement.

d. Not later than the expiration or termination date of this Agreement, or of any extended term, Chamber shall remove all of its property from the Visitors Center. Any damage caused to the Visitors Center by reason of such removal shall be immediately paid by Chamber. Any property not so removed by Chamber may become the property of the City at the City's option.

e. The City may, in its sole discretion, remove and store any or all property not timely removed from the Center. Storage shall be for the account and at the expense of Chamber, and without liability for loss thereof or damage thereto on the part of the City. If after a period of thirty (30) days or more Chamber has not retrieved its property from storage and paid City the reasonable cost of storage, the City may sell any or all of such property at a public or private sale. The City shall mail written notice of such sale to Chamber at least ten (10) days prior to sale. The notice shall state the date, time and place of the sale. The City may set the time, place, and manner of the sale in its sole discretion. The proceeds of any such sale shall be applied first to the costs of sale (including reasonable attorneys' fees), and then to storage charges. Any remaining balance shall be mailed to Chamber.

3. **Equipment.** Chamber shall provide all equipment necessary for performance of its obligations under this Agreement.

4. **Improvements to Center.** Chamber may make improvements to the interior of the Center; however, removal or relocation of doors, walls, or windows requires the written permission of the City.

5. **Non-Discrimination.** The Chamber shall not discriminate against any person or persons, or exclude any persons from participation in the Center's operations, programs, or activities conducted on the City's premises because of race, color, age, sex, handicap, national origin, or religion.

6. **Indemnification/Insurance.**

a. Chamber shall defend, indemnify and hold harmless the City, its agents or employees from and against any and all claims, demands, and causes of action of any nature whatsoever, and any expenses incident to defense of and by the City therefrom, for any injury to or death of persons or loss of or damage to property in any manner arising out of Chamber's use and occupation of the Visitors Center or performance of this Agreement, except to the extent caused by the sole negligence of the City.

b. In addition, Chamber shall procure and maintain commercial general liability insurance coverage written by responsible insurer(s) licensed to do business in the State of Alaska, naming the City as an additional named insured, which coverage shall not be less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, including death, property damage, and personal injury liability. Chamber shall also obtain "all risks" property insurance for all contents of the Visitors Center whether Chamber's personal property or City's personal property, in an amount at least equal to the replacement cost of all Chamber's fixtures and improvements in the Visitors Center. Such insurance shall also be written by responsible insurer(s) licensed to do business in the State of Alaska, and shall name the City as an additional named insured. Chamber agrees to furnish certificates of insurance evidencing such insurance coverage to the City at or before the effective date of this Agreement. Chamber further agrees to immediately notify the City of any cancellation, termination, or decrease in its insurance. The certificates of insurance shall contain an endorsement providing for not less than thirty (30) days' notice to the City of intent to cancel or decrease the insurance. Chamber shall also maintain required workers' compensation insurance. If at any time during the term of this Agreement or any extension or renewal thereof a competent insurance agent deems this amount of coverage inadequate, Chamber will immediately increase its coverage to an adequate level.

c. All insurance provided by Chamber under this Agreement shall (1) contain a waiver of subrogation by the insurer in favor of the City; (2) provide that an act or omission of the City will not void the policy or be a condition to recovery; and (3) provide primary insurance coverage.

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

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

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

- a. Chamber shall comply with all applicable laws, ordinances and regulations now or hereafter enacted in any manner affecting the Visitors Center, or the use thereof. Chamber agrees to defend, indemnify, and hold the City, its agents, or employees financially harmless (a) from all consequences of any violation of such laws, ordinances, and/or regulations, and (b) from all claims for damages on account of injuries, death, or property damage resulting from such violation.
- b. Chamber shall not permit any unlawful occupation, business, or trade to be conducted at the Visitors Center, or any use to be made thereof contrary to any law, ordinance, or regulation.
- c. Chamber shall neither use nor permit any assignee to use the Visitors Center for any purpose which poses a substantial risk of damage by means of fire or otherwise.

9. Default.

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

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

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

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

11. **Rights or Remedies.** No right or remedy herein conferred upon or reserved to the Chamber or City is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.
12. **Waiver ad forbearance.** Except to the extent that such party may have otherwise agreed in writing, no waiver by a party of any breach by the other party of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach.
13. **Inspection.** The City will retain a key to the Center. City may inspect the Visitors Center at its convenience without prior notice to Chamber.
14. **Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the parties hereto.
15. **Assignment or Subletting.** Chamber shall not assign, sublet, or grant a security interest in this Agreement without the prior written consent of the City.
16. **Integration and Modification.** This document contains the entire agreement of the parties hereto. All negotiations, statements, representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this Agreement, or the performance of either party hereto, are merged and integrated into the terms of this document. This Agreement may not be modified or amended except by a writing signed by both parties hereto, and any purported amendment or modification is without effect until reduced to a writing signed by both parties hereto.
17. **Governing Law/Construction.** This Agreement shall be construed and governed by the laws of the State of Alaska. This Agreement was negotiated between the parties and shall not be strictly construed against either party.
18. **Covenants and Conditions.** Each term and each provision of this Agreement shall be construed to be both a covenant and a condition.
19. **Time of the Essence.** Time is of the essence as to each term and provision of this Agreement to be performed by Chamber.
20. **Severability.** Any provision of this Agreement which shall prove to be invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.



Dated this \_\_\_\_\_ day of June, 2021.

**CITY OF NOME**

**NOME CHAMBER OF COMMERCE, INC.**

BY: \_\_\_\_\_  
 Glenn Steckman  
 ITS: CITY MANAGER

BY:  \_\_\_\_\_  
 Paul G. Kosto  
 ITS: EXECUTIVE DIRECTOR

**Notary's Acknowledgment:**

**STATE OF ALASKA** )  
 ) ss  
**SECOND JUDICIAL DISTRICT** )

The foregoing instrument was acknowledged before me by Glenn Steckman and Paul G. Kosto, both known to me personally, this \_\_\_\_\_ day of June, 2021.

Witness my hand and seal:

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

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## **FY 2021-22 GOALS & ACCOMPLISHMENTS**

### **Nome Convention & Visitors Bureau**

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- **Maintain the Front Street office with separate winter and summer schedules, providing extended hours when necessary; facilitate phone calls, keep counts, continue to update in-house information, respond to emails and mail inquires, post wildlife viewing sightings.**
- **Increase and enhance Visitor Center visibility and outreach both digitally and at the center.**
- **Improve and enhance access to visitor resources and information requests.**
- **Maintain and grow existing travel industry relations as well as create new connections within the travel related industries.**
- **Develop and participate in a tourism committee within the Chamber of Commerce to promote tourism in Nome.**
- **Leverage digital capabilities to create interactive displays and draw visitors to both the website and the city/visitor center.**
- **Increase focused content on website such as birding, mining, cultural history, dog mushing, and more.**
- **Participate in dialog and solutions for the homeless issues in Nome.**
- **Plan, support, and document community events and festivals such as Midnight Sun, Iditarod, Iron Dog, Winterfest or Christmas Extravaganzas to utilize in marketing Nome.**
- **Develop new maps and walking tour information for visitors coming to Nome.**

# Visitor Center Budget 2021

Item C.

<b>Income</b>		
Contract with City	\$	200,000.00

<b>Expenxe Items</b>		
Salaries Director	\$	77,000.00
Salaries Staff	\$	55,000.00
Salaries Temp Hire		
Health Insur		
FICA/Medicare	\$	10,098.00
WC Insur	\$	528.00
AK UI	\$	1,320.00
<b>Total Payroll Expences</b>	\$	143,946.00
Internet Service	\$	2,000.00
Office Equipment	\$	5,500.00
Office Supplies	\$	2,500.00
Insurance		
Janitorial	\$	500.00
Professional Services	\$	2,654.00
Bank Fees	\$	100.00
Dues & Memberships	\$	1,000.00
Advertising	\$	18,000.00
Web Page Expenses	\$	2,000.00
Postage	\$	200.00
Travel & Per diem	\$	10,000.00
Community Relations	\$	5,000.00
Contract Services		
Equipment Repair MX	\$	1,000.00
Promotional Items		
Visitor Guide	\$	500.00
Adminitrative Fee	\$	5,100.00
<b>Total Expences</b>		\$200,000.00

**CITY OF NOME, ALASKA**

**RESOLUTION NO. R-21-06-06**

**A RESOLUTION AUTHORIZING THE CITY OF NOME TO APPLY FOR AND PARTICIPATE IN THE USDOT RAISE DISCRETIONARY GRANT PROGRAM FOR THE FUNDING OF THE PORT OF NOME LOCAL SERVICE FACILITIES DESIGN & ENGINEERING**

**WHEREAS**, the U.S. Department of Transportation (USDOT) administers the Rebuilding American Infrastructure with Sustainability & Equity (RAISE) Grant Program, which supports investments in the planning, design and/or construction of surface transportation that will have a significant local or regional impact, with at least \$30M awarded to eligible design projects, \$10M of which seeks to directly benefit areas of persistent poverty; and,

**WHEREAS**, the City of Nome owns the Port & Harbor, which serves as the regional maritime hub facility for over fifty (50) western Alaska communities, transshipping fuel, cargo and gravel throughout the region during the ice-free season, serving as the critical transportation network link that enables equipment, fuel, building supplies, and basic life-sustaining necessities to be delivered to the regional rural network; and

**WHEREAS**, the Port of Nome's role as the only publicly-owned coastal maritime infrastructure north of the Aleutians for the refueling and resupply of Arctic vessels has grown exponentially since 2012, as demonstrated in the port's vessel traffic statistics; and,

**WHEREAS**, the USACE performed multiple Arctic port studies to determine the best site to serve as the first Arctic Deep Draft Port for the nation, identifying Nome as the most practical and cost-efficient location that will further facilitate resource development, search and rescue response, protection of the marine environment, and to provide a practical Arctic location for strategic defense of the country; and,

**WHEREAS**, the USACE recently completed the Nome Modifications Feasibility Study, which resulted in a Signed Chief's Report submitted to the 116<sup>th</sup> Congress as part of the WRDA 2020 legislation, and the project was authorized through the FY2021 Omnibus Consolidations Appropriations Act; and,

**WHEREAS**, the City executed an Agreement with the USACE Alaska District to cost-share a 2-year Preconstruction, Engineering & Design (PED) effort for the General Navigation Features (GNF) in the project, with design/engineering of the Local Service Facilities (LSF) to be funded by the non-federal sponsor; and,

**WHEREAS**, the City has selected qualified firms to participate in the design of the LSF's, namely, PND Engineering for the docks and roads, and CRW Engineering Group for the utilities (through NJUS), with initial tasks appropriately funded, and is seeking RAISE funds to support future fiscal year tasks; and,

**NOW, THEREFORE, BE IT RESOLVED** that the Nome Common Council supports application to the USDOT RAISE Grant Program with a match of twenty (20) percent for the design and engineering of the Local Service Facilities associated with the Nome Modifications Project, and agrees, subject to selection by USDOT, to enter into an agreement with USDOT for a RAISE Discretionary Grant.

**APPROVED** and **SIGNED** this 28<sup>th</sup> day of June 2021.

JOHN K. HANDELAND, Mayor

ATTEST:

BRYANT HAMMOND, Clerk

## PORT OF NOME LOCAL SERVICE FACILITIES DESIGN & ENGINEERING GRANT FUNDING STRATEGY

AGENCY	U.S. Department of Transportation
PROGRAM	RAISE Grants (Rebuilding American Infrastructure w/Sustainability & Equity)
DESCRIPTION	Funding Surface Transportation Projects having Significant/Local Regional Impact
FUNDING	\$1B Total – 25% to Rural Projects (Project Awards of \$1M Min/\$25M Max)
ELIGIBILITY	State, local & tribal governments (port authorities with transportation facilities)
FED SHARE	Min 80% (Secretary may increase Fed share above 80% for rural projects)
DEADLINE	July 12, 2021 – 5:00 PM (EST)
PROJECT	PORT OF NOME LOCAL SERVICE FACILITIES DESIGN & ENGINEERING PLANNING GRANT
APPLICANT	CITY OF NOME
\$S REQUEST	<b>\$1.5M</b>

### Primary Selection Criteria:

Safety  
Environmental Sustainability  
Quality of Life  
Economic Competitiveness  
State of Good Repair

### Secondary Selection Criteria:

Partnership  
Innovation  
Racial Equity and Barriers to Opportunity  
Leveraging of Federal Funding  
Performance and Accountability

### Program Requirements:

Climate Change and Environmental Justice Impact Consideration  
Racial Equity and Barriers to Opportunity

### PORT OF NOME LOCAL SERVICE FACILITIES DESIGN & ENGINEERING – PROJECT PURPOSE:

Throughout the last 10 years, the City of Nome has worked diligently with the Corps of Engineers Alaska District to investigate demand and gauge need for enhanced maritime facilities in the Arctic. Although this effort has frequently been multi-faceted, the predominant purposes have been to prevent loss of life at sea, reduce elevated shipping costs, minimize impacts to the marine environment, and protect U.S. national security interests in Arctic waters. As more and more vessels transit this region each ice-free season, it is clear that marine shipping, research activity and resource development continue in an upward trend, with few signs of slowing down or reversing course. As the changes in climate accelerate to thin out multi-year ice, the geopolitical stage seems to change just as quickly, with more countries displaying efforts to pursue interests in the region whether or not they are anywhere close to the Arctic.

These significant changes resulted in several completed navigation studies by the USACE, the latest of

which has identified Nome as the most practical and cost-effective location to develop a deep-water port in the U.S. Arctic, produced a signed Chief's Report, and received authorization from the 117<sup>th</sup> Congress to design and construct an Arctic Deep Draft Port at Nome. The City has recently executed a cost-share agreement with the U.S. Army Corps of Engineers (USACE) for the Preconstruction, Engineering & Design (PED) of the Port of Nome Port Modifications Project to begin in July 2021. This joint effort will design the General Navigation Features (GNF) elements of the port modifications, at a cost-share of 65% USACE and 35% City to serve as the foundation of an expanded port at Nome.

Upon execution of, and correlation with the PED work partnership with the USACE, the City of Nome is now obligated to fund 100% design/engineering of the Local Service Facilities (LSF's) of the project. These elements consist of docks, roads and utilities, and is performed parallel to the PED efforts. The City Engineer and Port Director have begun coordination with the Alaska District to articulate how the GNF and LSF elements will interface, and how the City and District design teams will routinely connect to ensure the connection points of each design layer blend smoothly, which will simplify working through any potential conflicts in short order.

#### PROJECT DESCRIPTION:

The Project Development Team (PDT), comprised of personnel from the Alaska District, Bristol Engineering, PND Engineers, CRW Engineering, NJUS, Port Commission and Port staff, will meet on a monthly basis to layout out foundations of each local service facility as it integrates into each layer of the federal elements. All attributes of sheet pile strength, bollard pull, dolphin pile location, armor stone placement, quantities of various road layers and surface course, along with the layout of utilities will be discussed with local planners, facility stakeholders and partners, fed/state agency staff and City Administration. Local meetings will be held on a routine basis to educate interested residents and visitors on design progress, with question and answer sessions held to share the most up to date data and information in a public forum.

#### **PROJECT BUDGET:**

Total Estimated LSF Design Costs	\$1,500,000
Federal Funding Requested	1,200,000
City Contribution (Cash Match)	300,000
City Contribution (Future Labor/Expenses)	0
Total Funds	\$1,500,000

#### **REQUEST:**

Support is requested from the Nome Common Council for this application to the USDOT RAISE grant program to fund 80% of the costs to design the Local Service Facilities associated with the Nome Port Modifications Project and Arctic Port Expansion – in conjunction with the USACE Alaska District design work of the General Navigation Features (GNF).

# PORT OF NOME LOCAL SERVICE FACILITIES - DESIGN & ENGINEERING

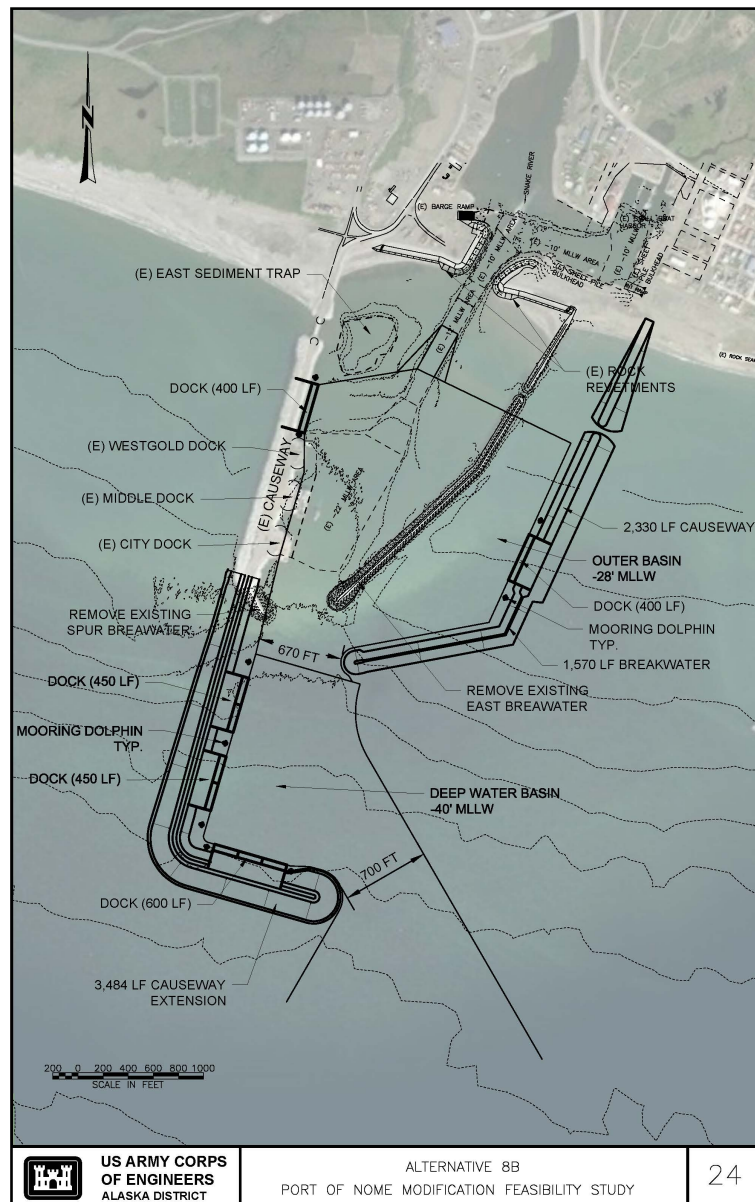
80% 20%

## LSF D&E Budget

Item description	Total	RAISE	Non-Federal	Other Federal
Design Charrette			\$ -	\$ -
Utility design	\$ 84,500	\$ 67,600	\$ 16,900	\$ -
Causeway docks, mooring dolphins, bridge	\$ 910,500	\$ 728,400	\$ 182,100	\$ -
Causeway roads (east and west)	\$ 362,000	\$ 289,600	\$ 72,400	\$ -
Dredge estimates	\$ 143,000	\$ 114,400	\$ 28,600	\$ -
City labor & expenses			\$ -	\$ -
<b>Total LSF design &amp; engineering</b>	<b>\$ 1,500,000</b>	<b>\$ 1,200,000</b>	<b>\$ 300,000</b>	<b>\$ -</b>

Effective percent

80% 20%





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

Item E.

**CITY OF NOME, ALASKA**

**RESOLUTION NO. R-21-06-07**

**A RESOLUTION OF THE NOME COMMON COUNCIL ACCEPTING  
AMERICAN RESCUE PLAN ACT (ARPA) FUNDS IN THE AMOUNT OF  
\$934,187.98**

**WHEREAS:** the City of Nome (City) is a first class city and a subdivision of the State of Alaska, and an eligible recipient of ARPA funds; and

**WHEREAS:** on March 17 2020, under Emergency Ordinance O-20-07, the City declared a public health disaster emergency due to the Coronavirus Disease 2019 (COVID-19) pandemic; and

**WHEREAS:** in order to respond to the COVID-19 pandemic, the City has had to expend significant resources; and

**WHEREAS:** the threat of the spread of COVID-19 in Nome has significantly affected City residents, businesses, and community organizations; and

**WHEREAS:** the City wishes to accept ARPA funding for costs that are for necessary expenditures incurred due to the public health emergency with respect to COVID-19; and

**WHEREAS:** the City wishes to provide the above-described funds for the City of Nome and its residents, businesses, and organizations directly affected by the COVID-19 pandemic.

**NOW THEREFORE BE IT RESOLVED:** the City of Nome accepts ARPA Funds in the amount of \$934,187.98 and authorizes the City Manager to execute any applicable DCCED grant agreement to expend funds consistent with ARPA requirements and any applicable grant agreements.

**APPROVED and SIGNED** this 28<sup>th</sup> day of June, 2021.

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

**ATTEST:**

\_\_\_\_\_  
**BRYANT HAMMOND**  
Clerk



TO: The Mayor and Common Council

FROM: Glenn Steckman

RE: Manager's report

June 24, 2021

**Auditor:**

The auditor has recommended that the city maintain the equivalent of three months or 25% of the city general fund budget. This amounts to \$3.5 m in reserve.

**Small Things:**

Maintenance staff have continued fixing lights to reduce energy consumption. One thing that has been done is to put some lights back on switches. These lights have been burning 24 hours a day, seven days a week, 52 weeks a year for years. The lights on city hall's front porch will soon have daylight sensors added to them to be lit as needed.

**Community Organizations:**

There have been two meetings over the past eight weeks with representatives of a number of constituencies in Nome to discuss alcoholism, sexual assault, homelessness and mental health. While these issues facing the community cannot be changed overnight, the goal is to address these issues that impact the culture of Nome.

**Snow Removal study committee:**

I have put together a committee to study snow removal and how the city may improve snow removal service. The first meeting will take place in mid-July and include a variety of interests. I have asked Nathan Barron, Evan Booth, Paul Kosto, Stampede Trucking, Q Trucking, Board of Trade, Dave Barron, Cole Cushman, Mayor John Handeland, Mark Johnson and Joe Horton. The objective is to develop a positive path forward and goals to meet the objective. This may also result in funding changes for snow removal.

**Teacher and Public Safety Housing:**

With the substantial increase in building materials, construction may need to be delayed for a year. The goal has been for eighteen-plex to be built through a revenue bond. Unfortunately additional dollars may be needed.

**Insurance/Vehicle Replacement Fund:**

The City is being reimbursed by FEMA in the amount of \$89,625.36 for vehicle use during the pandemic. I plan on placing those funds in the Insurance/Vehicle Replacement Fund unless directed.

**Moonlight Springs Permit:**

The permit was issued for mining with all the additional requirements specified by the council.

**East End Park Lease:**

A lease renewal has been sent to the Nome Rotary Club for East End Park. The original lease was for a ten year term starting in 2011. This proposed lease also has a ten year term.

**GCI Lease:**

The second reading of the lease for the GCI will take place on Monday. I am requesting approval. Instead of a thirty year lease which is a standard. After consulting with Bryant, I decided to propose a smaller lease term of 20 years. The initial term is for 10 years, with two five year option leases. The starting payment is \$10,000.00 and a 3% per annum increase each year for the ten years. There would be two additional five year terms with a 3% increase and either party could decide not to renew a five year option.

**Visitor Center/Chamber of Commerce Lease:**

I am requesting approval of the Visitor Center operations lease to the Nome Chamber of Commerce. The item is budgeted for in the new 2021-2022 budget. Please find attached the Chambers goals and budget for the center.

**Windward Strategies LLC:**

I am requesting renewal of the lobbyist contract by Windward Strategies for 2021-2022.

**Sauna:**

The Rec Center sauna should be back on line by June 30. The electric system for the sauna had some needed upgrades due to the age of the components in the building.

**Planning Commission:**

The Planning Commission met to review Historic Preservation Plan. It will be submitting the plan to the council for acceptance.

The Commission continues to work on the 2030 Comprehensive Plan. The Commission received over 243 survey submittals on the propose 2030 Plan.

**Landfill/Monofill closure Funds:**

The fund set aside to close those locations currently has an excess of conservatively \$800,000. It has been mentioned to use the funds to encourage better upkeep of buildings. I would recommend reimbursable grant program. The particulars need to be discussed with the council in a work session. For instance would residential and/or commercial establishments be allowed to participate? What would be the process? How many grants a year would be awarded in a given year? When would the eligibility period begin?

**Charles Cacciola:**

Charles Cacciola will be here to represent Brooks Chandler at the council meeting.

**Library and Museum:**

The Library is scheduled to reopen on July 1 for twenty hours a week and the Museum will re-open on July 7 with limited hours. The Katirvik Cultural Center will also re-open on July 7.

**Work Orders:**

IT is working on purchasing software for a work-order system to keep track of repairs, maintenance and other projects. The city ceased using a paper work order system several years ago.