

Mayor
John K. Handeland
Manager
Glenn Steckman
Clerk
Bryant Hammond



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

**NOME COMMON COUNCIL
REGULAR MEETING AGENDA
MONDAY, JULY 11, 2022 at 7:00 PM
COUNCIL CHAMBERS IN CITY HALL**

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

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [A.](#) June 27, 2022 Nome Common Council Regular Meeting Minutes,

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COMMUNICATIONS

- [A.](#) Email Chain Between Clerk Hammond & Tina Yi Ending June 30 , 2022 re: SJ Gold Tax Forgiveness,

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- [B.](#) Letter of July 8, 2022 from Nome Rotary Club to City Council re: Thank You for Support at East End Park,

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CITIZEN'S COMMENTS

UNFINISHED BUSINESS

- [A.](#) R-22-06-05 A Resolution Approving a Contract Between the Nome Chamber of Commerce and the City of Nome of Operation of the Nome Convention and Visitors' Bureau,

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NEW BUSINESS

- [A.](#) O-22-07-01 An Ordinance of the Nome Common Council, Nome, Alaska, Temporarily Suspending Certain Fees for Building, Remodel, Mechanical and Electrical Permits for Projects with Values Under \$500,000, **FIRST READING/DISCUSSION,**

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- [B.](#) R-22-07-01 A Resolution of the City of Nome Supporting Co-Applicant Nome Community Center's Homeplate Nome, LLC Application for Community Development Block Grant Funding,

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- [C.](#) R-22-07-02 A Resolution Approving A Contract with Legislative Consultants in Alaska (LCIA) for State Lobbying Services for the Fiscal Year 2023,

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UTILITY MANAGER'S REPORT

- A. Activity Report: June 28 - July 8, 2022,

VERBAL

CITY MANAGER'S REPORT

- A. Activity Report: June 28 - July 8, 2022,

VERBAL

CITIZEN'S COMMENTS

COUNCIL MEMBER'S COMMENTS

MAYOR'S COMMENTS AND REPORT

- A. Activity Report: June 28 - July 8, 2022,

VERBAL

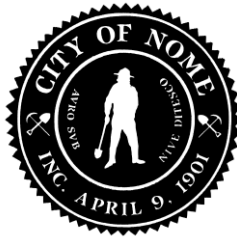
EXECUTIVE SESSION

- A. Discussion of Matters the Immediate Knowledge of Which Could Have Adverse Impacts on
City of Nome Finances,

VERBAL

ADJOURNMENT

Mayor
John K. Handeland
Manager
Glenn Steckman
Clerk
Bryant Hammond



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

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

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

ROLL CALL

Members Present: Jerald Brown; Scot Henderson; Doug Johnson; Mark Johnson; Adam Martinson
Members Absent: Sigvanna Tapqaq (excused); Paris Hebel (excused)
Also Present: John Handeland, Mayor; Glenn Steckman, City Manager; Bryant Hammond, City Clerk; Nickie Crowe, Finance Director (telephonic)
In the audience: Peter Loewi (Nome Nugget); Rhonda Schneider; Paul G. Kosto; Greg Smith

APPROVAL OF AGENDA

A motion was made by C. Henderson and seconded by C. Martinson to approve the agenda.

Discussion:

- Mayor Handeland pulled New Business D from the Agenda as there were not enough Council Members without conflicts of interest to vote.

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

The motion **CARRIED**.

APPROVAL OF MINUTES

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

A motion was made by C. M. Johnson and seconded by C. Brown to approve the minutes as presented.

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

The motion **CARRIED**.

COMMUNICATIONS

None

CITIZEN'S COMMENTS

None given

UNFINISHED BUSINESS**NEW BUSINESS**

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

- Rhonda Schneider introduced the project and discussion the timelines of construction and further public hearings. She discussed two slides displayed for the public: an elevation drawing of the 15 unit project as well as a floor plan. She discussed the location and reasoning behind situated it there. She discussed the current status of contracting the project and the current expected finish date.
- Mayor Handeland asked how the CDBG grant would play into the project.
- Ms. Schneider discussed water & sewer work that is usually well-viewed by the granting agency.

For the purpose of holding a public hearing, the Council recessed at 7:13 PM.

Discussion:

- Mayor Handeland asked if there were any other proposed projects for the grant funding.

nobody came forward.

The Council reconvened at 7:13 PM.

Discussion:

- Manager Steckman suggested the Council passing a motion in support of the project.
- Mayor Handeland requested a resolution be brought forward at the next meeting.
- Council Member Mark Johnson asked about the structure of the LLC.
- Ms. Schneider explained the protections given and the ability for another entity to take it over if desired.
- Council Member Henderson asked if that's the intention and about CDBG grant details.
- Ms. Schneider explained it wasn't the intention necessarily, but the ease by which NCC was able to spin off Munaqsri in past was encouraging and it was recommended by their attorney.

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

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

Discussion:

- Manager Steckman noted there were no rate increases other than the Port fees that are covered by the CPI. He alerted them to potential discussions in the coming months.
 - Council Member Henderson asked how often this document was updated and what the approach was for increasing fees.
 - Manager Steckman explained the annual update and how it differed from Port fees. He noted that fees were a small part of the City's revenue.
 - The Council discussed the failure to signal for dog teams fine and decided to leave it alone as it was a piece of history.
 - Council Member Henderson asked about the rates listed to rent heavy equipment, as the City is not in the heavy equipment leasing business.
 - Manager Steckman explained it was for emergency use.
 - Council Member Brown suggested waiving the building demolition, remodel and building permit fees up to \$500,000.
 - The Council requested an ordinance for such be brought forth at the next meeting.
 - Council Member Doug Johnson asked about the transient merchant license.
- C. R-22-06-04 A Resolution Approving a Contract with Windward Strategies for Federal Lobbying Services for the Fiscal Year 2023.
- Manager Steckman noted no increase in the contract.
 - Mayor Handeland opined he's worth every penny and more
- D. R-22-06-05 A Resolution Approving a Contract Between the Nome Chamber of Commerce and the City of Nome for Operation of the Nome Convention and Visitors' Bureau.
- Postponed until July 11, 2022 regular meeting.

UTILITY MANAGER'S REPORT

- A. Activity Report: June 14 - 24, 2022.
- Assistant Utility Manager Morten discussed a capacitor overheating early in the morning that triggered an alarm. There were no flames. NVFD came and left. Everything worked the way it was supposed to.
 - He noted the annual cathodic protection survey came and went smoothly.
 - Mr. Morten discussed a planned power outage. He gave the reasoning and discussed the locations.
 - He discussed a trip by two board members and a couple staffers to look at Kotzebue Electric Association battery storage system.
 - He noted the water & sewer crew was continuing with the jetting of drains and repairing leaks. He discussed the mobilization of sediment caused by the increased flow of water and suggested removing the aerator and running water to pass the sediment.

CITY MANAGER'S REPORT

- A. Activity Report: June 14 - 24, 2022.
- Manager Steckman discussed the reasons why the Governor couldn't make it into town earlier in the day. He noted potential future challenges related to travel due to the runway construction.
 - He discussed the application process for the construction incentives and working with the attorney to hammer out the details.

- He summarized the AMCO meeting earlier in the day, calling it a positive discussion among a diverse group of stakeholders. He discussed a proposal by AC that was submitted late last week. He handed something to Council Member Brown who distributed it to the rest of the Council. He noted the board suggesting AC and Hanson's developing an MOA as to how they can work together to address the problem before an ordinance is adopted. He discussed recent challenges addressed by NPD and talked about getting inpatient treatment back into Nome.
- Council Member Henderson asked about the posting of the Assistant City Manager position.
- Manager Steckman noted he was developing the job description.
- Council Member Henderson suggested the Council sit in on the interviews for the position.

CITIZEN'S COMMENTS

None given

COUNCIL MEMBER'S COMMENTS

1. Council Member Henderson observed a couple of NPD guys doing a walking tour down front street. He asked for more of such, saying well done.
2. Council Member Doug Johnson – no comments.
3. Council Member Mark Johnson discussed potential basketball courts. He asked if the City could put up hoops without pavement to get the kids somewhere to play.
 - Manager Steckman said he would discuss with Parks & Rec Director Leeper. He noted the desire for a smooth surface and discussed hoops of the past. He noted that he directed Mr. Leeper to develop a plan to centralize everything over by the rec center so that the Council and community are on the same page and funding can be sought.Council Member Mark Johnson opined it didn't matter what the surface was. He discussed the closure of the rec center on weekends during the summer and asked if it was a staffing issue.
 - Manager Steckman discussed putting out a better schedule further in advance. He discussed the changes in sports and activities over the years and opined a comprehensive actionable plan would be useful. He noted the frustration over the sauna repairs.
4. Council Member Martinson – Welcomed Clerk Hammond back.
5. Council Member Brown – no comments.

MAYOR'S COMMENTS AND REPORT

- A. Activity Report: June 14 - 24, 2022.
 - Mayor Handeland discussed the AMCO board meeting that occurred in Council Chambers earlier in the day and some of the discussion that followed with respect to licensees following the rules and helping NPD enforce the rules. He discussed the AMCO Board scrambling with the rewrite of Title 4, some requirements of which go into affect on July 1, some next year. He discussed the back and forth over the suggestions by the City of Nome and the suggestion by the board to get together with the City of Nome and hammer out an MOA.
 - He discussed the Governor's visit that didn't occur today. He discussed the purpose of the visit and Ken's prepwork. He framed this as an opportunity to tidy up the language for the next time.

- Mayor Handeland stated it was nice to see Charles "Buzz" Fagerstrom over the weekend and discussed a productive meeting earlier in the day discussing land issues and the revitalization of Front St.
- He mentioned saunas, saying he received three calls today.
- He discussed dropping in on that Nome Winter Sports Association and the ensuing discussions over the relocation of the Ice Hockey Rink. He noted increased interest by another group in town.
- He suggested members of the Council go check out the Mini, that they will be amazed what the building maintenance crew has done.

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

Mayor Handeland Reappointed Carol Piscoya to the Nome Planning Commission.

A motion was made by C. Henderson and seconded by C. Martinson to confirm Mayor Handeland's appointment.

At the roll call:

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

Nay:

Abstain:

The motion **CARRIED**.

EXECUTIVE SESSION

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

A motion was made by C. M. Johnson and seconded by C. Brown to enter into executive session to discuss contractual matters the immediate knowledge of which may have adverse impacts on City finances.

The Council entered into executive session at 8:07 PM.

The Council came out of executive session at 8:18 PM

ADJOURNMENT

Hearing no objections, the Council adjourned at 8:18 PM.

APPROVED and SIGNED this 11th day of July 2022

JOHN K. HANDELAND
Mayor

ATTEST:

BRYANT HAMMOND
Clerk

Bryant Hammond

From: Tina Yi <tinayi1003@hotmail.com>
Sent: Thursday, June 30, 2022 2:34 PM
To: Bryant Hammond
Subject: Re: SJ Gold #50369

Caution! This message was sent from outside your organization.

Dear City Council

My name is Tina Yi who used to own Polaris Hotel also SJ Gold.

We had to leave Nome due to fire occur on October 31 2017 on Halloween night. Because of unexpected fire we literally lost everything that we built up.

We had trouble getting mails I've just received 2019 tax statement just couple of weeks ago.

Dear City Council, I am asking you to forgive SJ Gold's back tax.

SJ Gold closed the business in 2016 and sold the boat on 6/17/2019.

I was not aware of reporting them to City of Nome.

Please re-consider your decision.

Thank you for your time.

Sincerely yours,

Tina Yi

From: Bryant Hammond <BHammond@nomealaska.org>
Sent: Wednesday, June 29, 2022 12:46 PM
To: Tina Yi <tinayi1003@hotmail.com>
Subject: RE: SJ Gold #50369

I'm sorry, but I don't have the authority to forgive taxes. You have three options:

1. Pay the bill
2. Ignore the bill and hope for no negative consequences
3. Ask the City Council to forgive the bill

Short or 1 or 3, the account will remain in delinquent status indefinitely.

From: Tina Yi <tinayi1003@hotmail.com>
Sent: Wednesday, June 29, 2022 12:31 PM
To: Bryant Hammond <BHammond@nomealaska.org>
Subject: Re: SJ Gold #50369

We had to leave Nome in 2017 due to fire and wasn't able to get mails even if you sent it it didn't get to me.
Can you reconsider your decision please?

Tina

Sincerely Yours,

On Jun 29, 2022, at 12:27 PM, Bryant Hammond <BHammond@nomealaska.org> wrote:

I understand that. In terms of personal property tax, it doesn't matter. It is the property owner's responsibility to report the value (or lack thereof) within City Limits. Our records indicate that SJ Gold did not follow the process set out in statute and code.

The delinquent account will continue to accrue penalty and interest until it is paid.

From: Tina Yi <tinayi1003@hotmail.com>
Sent: Wednesday, June 29, 2022 12:05 PM
To: Bryant Hammond <BHammond@nomealaska.org>
Subject: Re: SJ Gold #50369

Bryant
Our business was closed on 2016.

Sincerely Yours,

On Jun 29, 2022, at 10:49 AM, Bryant Hammond <BHammond@nomealaska.org> wrote:

Good morning,

This is the account as it stands today. Each year, there is an appeal period or 30 days for the taxable value of property within City Limits . After the period elapses each year, the tax roll is locked and those values become final. Tax bills go out the following month. We have no record of an appeal or a declaration for SJ Gold alerting us to the change in value on the account. I was hoping you could demonstrate that you filed correctly in 2019 (something with a date stamp) showing us that our records are incorrect. Otherwise, we can change the value moving forward, but values and taxes from 2022 and back are final, due and owing.

Personal property account: SJ GOLD LLC (50369)

Personal Property Account	Personal Properties	Property Value History	Transactions
Period	Taxes	Interest	Penalty
01/01/2013 - 12/31/2013	2,750.00	.00	
01/01/2014 - 12/31/2014	3,000.00	11.74	12
01/01/2015 - 12/31/2015	440.00	6.14	
01/01/2016 - 12/30/2016	440.00	13.23	1
01/01/2017 - 12/31/2017	400.00	31.43	3
01/01/2018 - 12/31/2018	440.00	21.82	3
01/01/2019 - 12/31/2019	520.00	111.91	4
01/01/2020 - 12/31/2020	520.00	75.58	4
01/01/2021 - 12/31/2021	480.00	33.59	3
01/01/2022 - 12/31/2022	480.00	.00	

Bryant Hammond
City Clerk
(907) 443-6663

www.nomealaska.org

Nome Code of Ordinances available at:

<https://www.codepublishing.com/AK/Nome/>

From: Tina Yi <tinayi1003@hotmail.com>
Sent: Tuesday, June 28, 2022 6:06 PM
To: Bryant Hammond <BHammond@nomealaska.org>
Subject: Re: SJ Gold #50369

Bryant

What are the years for those taxes?
My address os 2266 Galatea drive
Anchorage AK. 99507.

Sincerely Yours,

On Jun 28, 2022, at 5:16 PM, Bryant Hammond
<BHammond@nomealaska.org> wrote:

Hi Tina,

I saw that and will change the value on the tax roll for 2023. There is a \$2,348.51 balance on the account and I have PO Box 626 in Nome. Is that still a good address to send bills at?

Thank you,
Bryant

From: Tina Yi <tinayi1003@hotmail.com>
Sent: Tuesday, June 28, 2022 4:03 PM
To: Bryant Hammond <BHammond@nomealaska.org>
Subject: Re: SJ Gold #50369

Bryant
 Contract for boat sale attached.
 Tina

Sincerely Yours,

On Jun 28, 2022, at 3:49 PM, Bryant Hammond
 <BHammond@nomealaska.org> wrote:

Hi Tina,

We can't find any record of this closure in 2019. Can you please provide documentation you declared a 0\$ value in 2019?

Thank you,
Bryant

From: Tina Yi <tinayi1003@hotmail.com>
Sent: Tuesday, June 28, 2022 2:31 PM
To: Bryant Hammond <BHammond@nomealaska.org>
Subject: SJ Gold #50369

Hello
 SJ Gold business was closed after 2015 summer and boat was sold on 06/17/19 please see attached.
 Further if you have any questions, please contact me at any time.
 Tina Yi
 (907)441-4544
 2266 Galatea drive
 Anchorage, AK 99507

**NOME ROTARY CLUB***Nome, Alaska*

July 8, 2022

City of Nome
PO Box 281
Nome, Alaska 99762

Dear City Council,

We would like to express our sincere thanks to the City of Nome for its generous support of the East End Park pavilion roof replacement project. We especially want to thank City Manager Glenn Steckman and Public Works employee Chris Schuneman (Cole was out of town) for finding and repurposing some old unused roofing materials. This turned out to be a really good value for the City and citizens of Nome while also allowing our club to stretch its funds further. Rotarian Charlie Lean and crew took about 6-7 hours to complete the entire project during the first week of July. Charlie reported that most of the old screw heads popped right off, so any good storm and we likely would have lost the roof entirely. Newly complete in silver, we're affectionately calling it "the fish drying rack" at East End Park. We have several other small maintenance projects planned for the summer, and we will continue to keep you posted.

With warm regards,

A handwritten signature in black ink, appearing to read "Adam R. Lust".

Adam R. Lust
Nome Rotary Club

Presented By.
City Manager

Action Taken:
Yes____
No____
Abstain____

CITY OF NOME, ALASKA

RESOLUTION NO. R-22-06-05

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council authorizes the City Manager to enter into an agreement with the Chamber of Commerce to operate the Nome Convention and Visitors Bureau effective July 1, 2022.

APPROVED and **SIGNED** this 11th day of July, 2022.

JOHN K. HANDELAND, Mayor

ATTEST:

BRYANT HAMMOND, Clerk

AGREEMENT FOR OPERATION OF NOME CONVENTION AND VISITORS CENTER

Recitals:

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

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

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

A. City of Nome.

Commencing July 1, 2022, City shall:

1. Subject to annual appropriation by the City Council, pay Chamber monthly payments of \$16,666.00 per month (\$200,000.00 per year) from the effective date of this agreement until June 30, 2023.
2. Continue to provide Chamber a non-exclusive revocable license for use of:
 - a. the name "Nome Convention and Visitors Bureau";
 - b. the address of P.O. Box 240 in Nome, so long as Chamber delivers to City any mail for City received at this address;
 - c. the phrase "There's no place like Nome.";
 - d. the "I [heart] Nome button design and logo;
 - e. all existing brochures/handouts, both print and electronic;
 - f. a month-to-month no cost lease on all furniture, fixtures and equipment, including "the musk ox" and other City owned exhibits at the Visitors Center. City may remove or utilize such item at any time in the future as City deems advisable upon giving reasonable notice to the Chamber.
 - g. Provide and pay for telephone/fax service at the Visitors Center.

3. Allow use of the Visitors Center by Chamber for rent of \$0 per month.
4. Provide a link from City's web site to the internet site established by Chamber.
5. Provide Chamber access to all public records related to the Visitors Center.
6. Maintain the exterior of the Center including, but not limited to, sidewalk, stair, and mobility ramp snow removal; exterior painting; and structural integrity.
7. Provide and pay for utility service (heat, electricity, water and sewer) to the Visitors Center.
8. ~~Should the position of Executive Director remain vacant for ninety (90) days the City will reduce its payment to the visitor center by \$5,000.00 per month or a pro-rated period per each thirty (30) day period of vacancy of the position.~~
9. The City does reserve the right to participate in the interview of a new executive director should the position become vacant during the term of this agreement.

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

1. Commencing July 1, 2022, Chamber will:
 - a. Operate the Visitors Center in accordance with the Nome Chamber of Commerce Visitors Center Goals for FY21 and the Nome Chamber of Commerce Visitors Center Budget for FY22/23, copies of which are attached hereto as Exhibits A and B (collectively "the Goals").
 - i) Operating hours shall be a minimum of five days a week during the winter season and 6 days a week in the summer, with hours set to best meet visitor demand, but approximating a normal number of business hours (except for specific holidays to be agreed upon by City and Chamber). Business hours are to be acceptable to the City of Nome.
 - ii) Additional hours of operation shall be added to the regular operation schedule for special events, including, but not limited to, the Iditarod Trail Sled Dog Race, and to accommodate the seasonal cruise ship schedule.
 - iii) Visitors Center shall be staffed with at least one paid employee during all operating hours.
 - b. Submit quarterly written reports to City detailing actions towards realization of the goals. Said reports shall include:

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

C. Additional Obligations of Parties.

1. Term and Option to Renew. This Agreement shall commence July 1, 2022, and shall expire June 30, 2023, unless earlier terminated pursuant to Section C (2), below. This term may be extended for an additional one (1) year if both parties agree to such an extension.

2. Termination.

a. Either party may terminate this Agreement upon six (6) months prior written notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Default.

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

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

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

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

THE CITY: City of Nome, Attn: City Manager
P. 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.

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1st Reading: July 11, 2022
 2nd Reading: July 25, 2022

Presented By:
 Council Member Brown

Action Taken:
 Yes _____
 No _____
 Abstain _____

CITY OF NOME, ALASKA

ORDINANCE NO. O-22-07-01

AN ORDINANCE OF THE NOME COMMON COUNCIL, NOME, ALASKA, TEMPORARILY SUSPENDING CERTAIN FEES FOR BUILDING, REMODEL, MECHANICAL, AND ELECTRICAL PERMITS FOR PROJECTS WITH VALUES UNDER \$500,000

WHEREAS, the City of Nome is in the midst of a housing crisis, where finding adequate housing is both difficult and expensive; and,

WHEREAS, the Nome Common Council wishes to incentivize the building of new housing units and the demolition of uninhabitable and dilapidated buildings; and,

WHEREAS, the waiver of fees for projects valued under \$500,000 is one such way of incentivizing the refurbishment of Nome's existing housing stock, as well as the addition of new units;

NOW, THEREFORE, BE IT ORDAINED by the Nome Common Council as follows:

Section 1. Classification. This is a non-Code ordinance.

Section 2. Suspension of Certain Fees Imposed by NCO 5.10.080(b). Remodeling, building, electrical and mechanical permit fees imposed by NCO 5.10.080(b) for permits with a total value of the proposed construction between \$1 and \$500,000 are hereby suspended. For the purpose of NCO 5.10.050(d), the applicable fee for remodeling, building, electrical and mechanical permits for construction with a valuation between \$1 and \$500,000 is \$0.

Section 3. No Additional Modification or Suspension. Except as expressly set forth in Section 2 of this ordinance, no section, requirement, or provision of NCO Chapter 5.10 is modified or suspended.

Section 4. Effective Date. This ordinance becomes effective upon adoption and expires on December 31, 2025.

APPROVED and **SIGNED** this 27th day of July, 2022.

John K. Handeland
Mayor

ATTEST:

Bryant Hammond
City Clerk

Action Taken:

Yes _____

No _____

Abstain _____

CITY OF NOME, ALASKA

RESOLUTION NO. R-22-07-01

**A RESOLUTION OF THE CITY OF NOME SUPPORTING CO-APPLICANT NOME
COMMUNITY CENTER'S HOMEPLATE NOME LLC APPLICATION FOR COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDING**

WHEREAS, the City of Nome has a group of residents that are chronically homeless;
and

WHEREAS, Nome's chronically homeless are also experiencing other challenges such
as substance abuse and mental health issues; and

WHEREAS, the treatment model known as Housing First seeks to provide stable
housing for individuals first so that other issues may be addressed in a safe, stable
environment; and

WHEREAS, the Nome Community Center is constructing an apartment complex to
house chronic homeless and provide supports using the Housing First model called
HomePlate Nome, LLC; and

WHEREAS, the City of Nome supports the HomePlate Nome, LLC project; and

WHEREAS, there is no higher and better use of the Community Development Block
Grant Funding in the community of Nome than the HomePlate Nome, LLC project; and

WHEREAS, the Community of Nome will be well served by HomePlate Nome, LLC
when it is fully operational; and

NOW THEREFORE BE IT RESOLVED, The City of Nome supports Nome
Community Center the co-applicant with the City for the CDBG Funding Application for
HomePlate Nome, LLC Housing First project.

APPROVED and SIGNED this 11th day of July 2022.

JOHN K. HANDELAND, Mayor

ATTEST:

BRYANT HAMMOND, Clerk

Item B.

Presented By.

City Manager / Port Director

Action Taken:

Yes____

No____

Abstain____

CITY OF NOME, ALASKA**RESOLUTION NO. R-22-07-02****A RESOLUTION APPROVING A CONTRACT WITH LEGISLATIVE CONSULTANTS IN ALASKA (LCIA) FOR STATE LOBBYING SERVICES FOR THE FISCAL YEAR 2023**

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

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

NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council hereby approves of a contract for state lobbying services with Legislative Consultants in Alaska for \$75,000 from July 1, 2022 through June 30, 2023.

APPROVED and **SIGNED** this 11th day of July, 2022.

JOHN K. HANDELAND,
Mayor

ATTEST:

BRYANT HAMMOND,
Clerk

CONSULTING SERVICES AGREEMENT

This Agreement is effective as of July 1, 2022 between Legislative Consultants, LLC (hereinafter called LC), 224 Fourth Street, Juneau, Alaska 99801 and the City of Nome.

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

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

Terms

- This Agreement shall be in effect from July 1, 2022 through June 30, 2023.

Compensation

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

Invoices

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

Reporting

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

Assignment

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

Independent Contractor

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

Contract Administration

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

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

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

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

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

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

ACCEPTED BY:

Glenn Steckman
City Manager
City of Nome


Wendy Chamberlain
Partner, Legislative
Consultants, LLC

Date


Date